LABOR AGREEMENT
BETWEEN
THE CITY OF HAVERHILL
AND
THE CONSERVATION OFFICERS, DOG OFFICERS, POLICE MECHANICS (Motor Equipment Repairmen), POLICE BUILDING MAINTENANCE CRAFTSMEN/CUSTODIANS and PUBLIC PROPERTY BUILDING CUSTODIANS GROUP
TEAMSTERS LOCAL #170

JULY 1, 2008 - JUNE 30, 2010
JULY 1, 2010 - JUNE 30, 2012

FY 09 - FY 12

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AGREEMENT

CONSERVATION OFFICERS, DOG OFFICERS, POLICE MECHANICS (Motor Equipment Repairmen), POLICE BUILDING MAINTENANCE CRAFTSMEN/CUSTODIANS and PUBLIC PROPERTY BUILDING CUSTODIANS

THIS AGREEMENT made and entered into on this _____ day of _____ by and between the CITY OF HAVERHILL, MASSACHUSETTS, hereinafter referred to as "THE CITY" and "TEAMSTERS LOCAL UNION NO. 170, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION".

WITNESSETH

WHEREAS: It is the intention and purpose of the parties hereto to promote and improve the efficient administration of the City's operation and the well being of its employees, to establish a mutual understanding relative to personnel, policy, practice and procedures and matters affecting compensation, work time and conditions of employment, and to provide for amicable discussion and adjustment of matters of mutual interest and concern:

NOW: Therefore, in consideration of the mutual promises and agreements herein contained the parties mutually agree as follows:

ARTICLE 1: RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for all Conservation Officers, Dog Officers, Police Mechanics, Police Building Maintenance Craftsmen/Custodians and Public Property Custodians in the City of Haverhill.

ARTICLE II: UNION SECURITY

Section 1. All present employees who are members of the Union of the effective date of this Agreement shall remain members in good standing for the term of this Agreement.

Section 1 (a). Agency Shop Clause: Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee regarding such matters.

Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assume his/her fair share of the obligation along with the grant of equal benefits contained in this Agreement.

In accordance with the policy set forth under subparagraph (1) and (2) of this Section all employees shall as a condition of continued employment pay to the Local Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 2. Payroll Deduction of Union Dues: Upon receipt of signed authorization from employees in the bargaining unit, the City shall deduct from the employee's pay the dues payable by such employees to the Union. Deductions shall be remitted to the Union no later than ten (10) days from the date on which the deductions were made. The City shall

furnish the Union with a record of each deduction showing the amount and the employee from whom such deduction was made.

Section 3. Credit Union Deductions: The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each week. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

Section 4. Union Security Provision: In the event that on or after the effective date of this Agreement the City grants to any other Union representing its employees more favorable Union Security provisions than the provisions contained in the preceding article, such more favorable Union Security shall insure to the Union hereunder.

ARTICLE III: CONDUCT OF UNION BUSINESS

Authorized Agents of the Union shall have access to the premises where employees covered by this Agreement are employed during work hours, including the right to investigate working conditions, collect dues and inspect all time cards and other payroll records for the purpose of determining whether or not the terms of this Agreement are being complied with. The City will make such records available within seven (7) days of the Union's request and will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of this Union.

ARTICLE IV: SHOP STEWARD

The Union shall have the right to designate a Shop Steward and an alternate. The Shop Steward shall be permitted to leave his/her post for and at any reasonable time during working hours, upon notification to his/her immediate supervisor, for the purpose of ascertaining the facts concerning complaints or grievances and the presentation of such complaints or grievances to the Department Head/Supervisor or his/her designated representative without deduction from his/her pay for the time lost for such purpose. Shop Stewards shall have no authority to take strike action, or any other action interrupting the City's business. The City recognizes these limitations upon the authority of the Shop Steward and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge in the event the Shop Steward has taken unauthorized action, slow-down or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

ARTICLE V: SENIORITY AND PROMOTION

Section 1. Definition: Seniority shall be defined as the length of service with the City. Seniority shall be acquired by an employee after the completion of his/her probationary period which shall be six (6) calendar months, at which time seniority shall be retroactive to the first day of his/her employment. All new employees shall be hired from the Civil Service List as recommended by Civil Service and shall be given a temporary six (6) month appointment at the end of which time he/she shall be made a permanent employee under Civil Service in his/her respective classification. All present employees who have completed their six (6) months appointment at the effective date of this Agreement shall be given a permanent appointment immediately from the Civil Service List in their respective departments.

Section 2. Cumulation: Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave or layoff.

Section 3. Break in Seniority: Seniority shall be broken when an employee (a) is terminated voluntarily; (b) is discharged for just cause or (c) exceeds an authorized leave of absence. All employees hired after the effective date of this Agreement will have to serve a period of twice the length of absence before prior service will be added to seniority.

Section 4. Posting Seniority List: A Seniority List of all employees covered by this Agreement showing name, position and date of entering to service, will be posted promptly on appropriate bulletin boards accessible to all employees affected. The roster will be revised and posted in January of each year and will be open to protest and correction for

a period of thirty (30) days and upon proof of error presented by an employee or his/her representative, such error will be corrected. There shall be a separate seniority list for Dog Officers and Conservation Officers.

ARTICLE VI: HOURS OF WORK AND OVERTIME

Section 1. Conservation Officers: The hours of the day shift shall be from 7:00 a.m. to 5:00 p.m., each day, and shall be worked in uninterrupted succession. The present practice of maintaining seven (7) day coverage and shift schedule shall be maintained for the duration of this contract. Officers on duty, held over for any reason beyond the above shifts shall be guaranteed a minimum of two (2) hours pay at time and one-half. All time worked in excess of the Two (2) hours shall be compensated to the next one half (1/2) hour. Officers called back to work when off duty for any reason, shall be compensated at least four (4) hours at time and one-half in the event that over time actually worked is less than four (4) hours. Any employee working in a higher classification shall receive the higher rate of pay.

Conservation Officers shall receive an additional 10% for all work performed on Saturdays, Sundays and Holidays.

Section 2. Dog Officers: The work week for Dog Officers shall be as follows:

Shift A: Five (5) consecutive days Monday through Friday inclusive from 8:00 a.m. to 4:00 p.m. One-Half (1/2) hour for lunch and two (2) fifteen (15) minute breaks.

Shift B: Monday, Tuesday and Wednesday from 3:00 p.m. to 11:00 p.m. Saturday and Sunday from 8:00 a.m. to 4:00 p.m. One-Half (1/2) hour for lunch and two (2) fifteen (15) minute breaks.

Call In/Snow Emergencies - All overtime and snow emergencies shall be paid at the rate of time and one-half. Any employee called shall be paid a minimum of four (4) hours at the overtime rate. However, the employee may be required to remain on the job.

The employees working the Evening/Weekend shift shall receive a differential of 10% additional of wages.

Section 3. Police Mechanics: The work week for Police Mechanics shall be as follows:

Five (5) consecutive days Monday through Friday inclusive from 7:30 a.m. to 4:30 p.m. One (l) hour for lunch and two (2) fifteen (15) minute breaks.

Call In/Snow Emergencies - All overtime and snow emergencies shall be paid at the rate of time and one-half. Any employee called shall be paid a minimum of two (2) hours and if on weekends shall be paid a minimum of four (4) hours at the overtime rate. However, the employee may be required to remain on the job.

All assignments of extra shifts and/or overtime will be distributed as evenly as possible on a rotating basis. There shall be a record kept of such distribution and said record will reflect the date that a detail is offered, the dollar value of the detail and whether or not the officer accepted or refused same.

Section 4. Police Building Maintenance Craftsmen/Custodians: The work week for Police Building Maintenance Craftsmen/Custodians shall be as follows:

Shift A: Monday, Tuesday, Thursday, Friday from 8 a.m. to 4 p.m. and Wednesday and Saturday from 8 a.m. to 12 p.m.

Shift B: Monday, Tuesday, Wednesday, Friday from 3 p.m. to 11 p.m., Thursday from 3 p.m. to 7 p.m. and Sunday from 8 a.m. to 12 p.m

Call In/Snow Emergencies - All overtime and snow emergencies shall be paid at the rate of time and one-half. Any employee called shall be paid a minimum of two (2) hours and if on weekends shall be paid a minimum of four (4) hours at the overtime rate. However, the employee may be required to remain on the job.

The employees working the Evening/Weekend shift shall receive a differential of 10% additional of wages.

Section 5. Custodians: The regular work day shall consist of eight (8) consecutive hours. The day shift shall extend from 6:45 A.M. to 2:45 P.M. (Monday - Friday) and the night shift shall extend from 3:00 P.M. to 11:00 P.M. (Tuesday-Saturday) and 4:00 P.M. to Midnight (Monday through Friday).

All time worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be paid at the overtime rate.

An employee called to work before his/her regular scheduled report time shall not be required to take off to compensate therefore. An employee reporting to work at his/her regular scheduled report time shall be guaranteed eight (8) hours work or pay. In the event of lay-off, the most junior person in classification shall be laid off and rehiring shall be in the inverse order of seniority. If extra work develops in another classification, then senior most employee laid off shall be offered the opportunity to work before the City hires from an outside department.

All emergency and overtime work shall be rotated according to seniority in classification. Any employee called in on an emergency shall be paid a minimum of four (4) hours at the overtime rate. On call backs for emergency purposes employees shall remain on job only long enough to complete the work required to correct emergency condition. Employees shall receive the four (4) hour guarantee for each CALL BACK.

Any employee working in a higher pay classification for two or more hours during the day shall receive the higher rate of pay for the entire day. If first step of higher classification is not at least 25 cents per hour over and above employee's regular rate of pay, then he/she shall receive the top step in the higher classification.

A custodian working in a higher classification on a weekly basis shall receive a raise of twenty-five dollars ($25) on the salary scale for the entire week.

All time worked on Saturday shall be paid for at the time and one-half rate and a minimum pay of four (4) hours shall be guaranteed, All time worked on Sunday shall be at the time and one-half rate.

In the event any new employee is hired at a higher rate of pay than employees presently working in the same classification the present employees will automatically be paid the higher rate pay.

All vacancies shall be filled on the basis of seniority and qualified from the present work force. In the event there is a dispute or protest over the contemplated filling of a vacancy, by a person from other than previous work force, a suitable test shall be given to determine who is well qualified. Notice of promotional vacancy in an existing position, filled by an employee covered by this Agreement shall be posted for a period of seven (7) days on appropriate bulletin boards. Any employee of the City covered by this Agreement who has completed his/her probationary period and who is interest in filling the vacancy, shall obtain a job bid form and submit it to the Human Resources Department. No employee who is absent because of illness or injury or is on vacation shall be deprived of the opportunity to apply. Whenever an appointment is made in accordance with the provisions of this section, to fill a promotional vacancy, the name of the applicant appointment shall be posted on all bulletin boards used for vacancy announcement purposes, within three (3) working days after the appointment.

ARTICLE VII: WAGES AND PRIVATE PAID DETAILS

Section 1. Conservation Officers: Step raises shall be six (6) months apart from date of hire or advancement.

Effective 7.1.2008	0%
Effective 7.1.2009	0%
Effective 7.1.2010	0%

Effective 7.1.2011	2%	Step 1	Step 2
Senior Conservation Officer		$989.11	$1,052.24

Effective 7.1.2011	2%	Step I	Step 2
Conservation Officer		$848.38	$902.54

The following provisions shall govern the assignment of private paid details to Conservation officers where the detail is to be paid for by an outside individual, group, corporation or organization.

1(a) No such assignment shall be made until the person or organization requesting the same has agreed to pay the following rates:

Private Detail: four (4) hours minimum $38.00 hour.

All assignments of extra shifts and/or overtime will be distributed as evenly as possible on a rotating basis. There shall be a record kept of such distribution and said record will reflect the date that a detail is offered, the dollar value of the detail and whether or not the officer accepted or refused same.

The keeping of this record will be required by the Department Head/Supervisor or such person he/she shall designate.

All assignments for private details, extra shifts or overtime shall be distributed to all officers.

Educational Incentive Pays: The City agrees to pay $6,400.00 per annum to a Conservation Officer for a Bachelor's degree in a related field of Environmental Science. This provision benefits the work in the expanded Trail responsibilities.

Clothing Allowance: Each Conservation Officer will be given a semiannual clothing allowance in the amount equal to the amount received by the Police Department per year. It is hereby specifically agreed that any protective equipment by an officer for the performance of his/her duty shall be supplied by the City and not be considered as part of his/her uniform allowance as set above. Any requirements for a new original issue or items of clothing or equipment prescribed by the Department shall be furnished to the members of the Department at the City's expense. This, however, shall not include items of clothing or equipment used by the members of the Department at their own request.

The above clothing allowance shall be automatically increased if any other municipal group receives a higher allowance. Each member in each classification of this Agreement will be given an annual cleaning allowance in the amount of One Hundred ($100.00) Dollars per year.

Effective 7.1.10 The City will increase the amount of the Clothing Allowance for all members by $125.00. Such allowance to be paid the first week in July.

Hazardous Material Pay: Seven Hundred ($700) Dollars per year. Officers must have a Hazardous Material Certificate.

Shooting Allowance: Shooting Allowance will be $400.00 per year.

Longevity after 22 years: After twenty-two (22) years of service computed by counting reserve time, as well as regular time, employees will be entitled to a three percent (3%) premium on their base pay. This premium shall be paid weekly and it shall not apply to overtime, Quinn Bill or any other benefits. The premium shall be paid to each eligible employee for three (3) years, after which the premium will lapse for that employee.

Sick Leave Buy Back: Employees will be compensated upon retirement or death at the rate of twenty percent (20%) of the employee's daily wage rate in effect at the termination of employment for each day of sick leave accumulated after January 1, 1979. Accumulated sick leave prior to January 1979 shall not be affected by this agreement.

Section 2. Dog Officers
Step raises shall be six (6) months apart from date of hire or advancement.

Effective 7.1.2008	0%		
Effective 7.1.2009	0%		
Effective 7.1.2010	0%		
Effective 7/1/2011	2%	Step I	Step II
Senior Dog Officer		$606.10	$639.87
Effective 7/1/2011	2%	Step I	Step II
Dog Officer		$529.08	$562.83

Clothing Allowance: Each Dog Officer will be given a semiannual clothing allowance in the amount equal to the amount received by the Police Department per year. It is hereby specifically agreed that any protective equipment by an officer for the performance of his/her duty shall be supplied by the City and not be considered as part of his/her

uniform allowance as set above. Any requirements for a new original issue or items of clothing or equipment prescribed by the Department shall be furnished to the members of the Department at the City's expense. This, however, shall not include items of clothing or equipment used by the members of the Department at their own request.

The above clothing allowance shall be automatically increased if any other municipal group receives a higher allowance.

Effective 7.1.10 The City will increase the amount of the Clothing Allowance for all members by $125.00. Such allowance to be paid the first week in July.

Uniform policy for Dog Officers is to coincide with the Winter/Summer shifts of the Haverhill Police Department. Part of the uniform shall include: "navy blue chinos" and the wearing of a "tie" at all times.

Hazardous Material Pay: Seven Hundred ($700) Dollars (changed from $650) per calendar year.

Section 3. Police Mechanics - (Motor Equipment Repairmen) Step raises shall be six (6) months apart from date of hire or advancement.

Effective 7.1.2008	0%
Effective 7.1.2009	0%
Effective 7.1.2010	0%

Effective 7.1.2011	2%	Step I	Step II	Step III	Step IV
Police Mechanics (ME Repairmen)		$17.16	$18.40	$19.54	$20.62

Clothing Allowance: After six (6) months of service, Police Mechanics will receive a Clothing Allowance of Four Hundred ($400.00) dollars per year.

Effective 7.1.10 The City will increase the amount of the Clothing Allowance for all members by $125.00. Such allowance to be paid the first week in July.

Educational Incentive Pay: The City agrees to pay for courses applicable to the Mechanic's field if written approval is received from the Chief of Police. All mechanics are to be cross-trained in all areas relating to the care and maintenance of the department's vehicles.

Snow Fund: The Mechanics will be considered as "on-call status" during the snow season and will each receive Three Hundred ($300.00) Dollars per year.

Tool Allowance: Mechanics will receive Three Hundred Fifty ($350.00) Dollars per year for Tool Allowance.

Section 4. Police Building Maintenance Craftsmen/Custodians Step raises shall be six (6) months apart from date of hire or advancement.

Effective 7.1.2008	0%
Effective 7.1.2009	0%
Effective 7.1.2010	0%

Effective 7.1.2011	2%	Step I	Step II
Building Maintenance Craftsperson/Custodian		$650.29	$689.31

Clothing Allowance: The City will provide a uniform cleaning service. Effective 7.1.10: After six (6) months of service, the employee will receive a clothing allowance of $125.00 per year. Such allowance to be paid the first week in July.

Section 5. Building Custodians Step raise schedule is part of the contract. Step raises shall be twelve (12) months apart from date of hire or advancement. An employee hired and/or promoted after January 1st will remain on the agreed upon step. This may constitute a period of up to eighteen (18) months.

Effective 7.1.2008	0%
Effective 7.1.2009	0%

Effective 7.1.2010	0%						
Effective 7.1.2011	2%	Step I	Step II	Step III	Step IV	Step V	Step VI
Custodian		$518.74	$533.91	$549.53	$565.63	$582.19	$599.27

Clothing Allowance:
Effective 7.1.10 After six (6) months of service, the employee will receive a clothing allowance of $125.00 per year. Such allowance to be paid the first week in July.

Section 6. Longevity

5 - 10 years	$1,000.00/year
10 - 15 years	$1,050.00/year
15 - 20 years	$1,100.00/year
20 - 25 years	$1,200.00/year
25 - 30 years	$1,400.00/year

ARTICLE VIII: COURT TIME

Any Conservation Officer who appears in court on behalf of the Commonwealth of Massachusetts shall be paid for his/her appearance therein, a minimum of four (4) hours pay at the rate of time and one half. Conservation officers shall be paid for appearance in court at the minimum rate of four (4) hours pay in any Civil Criminal matter wherein the party issuing the summons fails to compensate the officer. Payment by the Department on this clause shall not exceed One Thousand ($1,000.00) Dollars annually.

ARTICLE IX: VACANCIES

If a Conservation Officer is hired for the purpose of filling a vacancy on a given shift as a result of another Conservation Officer being sick, injured or on vacation, the officer so hired will fill the specific vacancy where the person is absent as a result of the above, provided the person so hired is qualified to fill the position.

ARTICLE X: INJURY LEAVE

Members of the Conservation Department who are injured in the line of duty shall receive full pay while their incapacity exists, or until the date of their disability retirement. All as set out in the Massachusetts General Laws. All injuries and recurrences of injuries shall be reported as required by the Department of Regulations affixed hereto. The rights of the parties that are set forth in this Agreement shall be supplemental to those which now exist in the Ordinances of the City of Haverhill and the General Laws of the Commonwealth of Massachusetts, more specifically, Chapter 41 thereof.

ARTICLE XI: SICK AND BEREAVEMENT LEAVE

Section 1. Number of Days Allowed; All full-time and permanent part-time employees shall be credited with sick leave with pay not to exceed fifteen (15) working days for each year of service, at the rate of one and one quarter (1 ¼) day per month, provided that said leave is caused by sickness or injury which incapacitates the employee in the performance of his or her duties.

Section 1A. Number of Days Allowed: All employees (full-time and permanent part-time) hired after July 1, 2010 shall be credited with sick leave with pay not to exceed nine (9) working days for each year of service, at the rate of three-quarters (.75) day per month, provided that said leave is caused by sickness or injury which incapacitates the employee in the performance of this or her duties.

Section 1B. When an employee is out on sick leave for four (4) consecutive workdays, the Department Head may require the employee to produce a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Department Head's option to be examined by the City doctor). The Department Head may require an employee to produce a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Department

Head's option to be examined by the City doctor) whenever the employee has an active Notice of Intent to Require A Doctor's Certificate. The Department Head may issue a Notice of Intent whenever he/she determines that an employee has developed a pattern of inappropriate sick leave. The Notice of Intent will contain the following: 1) a statement of which absences the Department Head believes constitutes the pattern and why he/she believes the absences are inappropriate; 2) a statement that the next time the employee takes sick leave, he/she may be required to provide a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Department Head's option to be examined by the City doctor); 3) the date of issuance and date of expiration (the Notice will remain in effect for one year from the date of its issuance and will then lapse); and 4) that the Notice itself will not constitute discipline. The presence of an active Notice will not prevent the issuance of subsequent additional Notices to the same employee. While the Notice itself will not constitute discipline, nothing in this provision will limit in any way the employer's right to discipline an employee for abuse of sick leave. The Department Head's good faith decision to issue a Notice of Intent will be subject only to an arbitrary and capricious standard.

If an employee is out on sick leave and a public health nurse or authorized representative of the City is sent to individual's residence and said individual is not home or can not be reached by telephone, then the individual will not receive sick leave for that day and will be logged as an unauthorized absence.

Section 2. Extended Family Sick Leave; Employees shall be entitled to up to five (5) days of sick leave in each calendar year when they have been exposed to a contagious disease or when there is a serious illness of a spouse, child or parent. Proof of such illness in the form of an extended family sick leave certificate or a doctor's statement shall be presented before payment of compensation can be made.

An extended family sick leave certificate can be obtained from the Department Head, his/her designee, or from the Human Resources Department.

Section 3. When Sick Leave Credit Begins; Sick leave credit for full-time and permanent part-time employees working twenty (20) hours or more shall begin on the first day of the month following employment, and shall accumulate at the rate of one and one quarter (1 ¼) day per month each calendar month thereafter. Full-time and permanent part-time employees who are absent without pay and/or on leave without pay for more than one (1) day in any calendar month shall not receive sick leave credit for that month unless otherwise approved by the Mayor.

Section 4. Accumulation Permitted: Restrictions Sick leave not used in any year may be accumulated. No employee shall be entitled to sick leave with pay in excess of the accumulated sick leave credit the due. Sick leave credits shall not accrue for services in excess of the number of hours normally employed. An employee whose service is terminated or discontinued voluntarily by the employee shall not be entitled to compensation in lieu of sick leave credit not used.

Section 5. Use of Unearned Sick Leave Credit; In the event an employee has used all his/her sick leave credits, the Mayor may permit said employee to use sick leave or vacation credits in anticipation of said credits being earned in the future. Additional sick leave credits may be granted as provided for in section six (6).

The employee shall execute a memorandum of agreement that in the event of termination or resignation of the employee before restoring such credits, the City shall receive reimbursement from any funds available to the employee.

Section 6. Voluntary Donation of Accumulated Time; In the event of long-term illness of an employee with no sick leave credits, individual employees may volunteer to donate at least one (1) day but no more than five percent (5%) of their accumulated sick leave time to the employee on a sign-up basis through the Human Resources Department. Such donated time shall not exceed a total of two-hundred and forty (240) days for the duration of the employee's illness. The use of such donated time shall be recorded by the Human Resources Department and notification shall be given to the donor and department head.

Section 7. Absence Due to Sickness; When an employee is absent because of sickness, such absence shall be charged off against any accumulated sick leave credits in multiples of on-half (1/2) hour, but shall be no less than the actual time off. If an employee has no sick leave credits, such absence shall be charged off, at the employee's option, to leave without pay or to vacation leave credits, if any, but shall be charged off nonetheless on the same basis as above.

Section 8. Notification of Absence and Returns Required; Notification of absences or returns shall be given as early as possible to the head of the department. In the event that an extended absence is foreseeable due to illness, notification shall be given to the department head and a medical release form shall be completed by the employee (for the illness in question). Such medical release form shall be completed by the employee and returned to the

Department Head within a two (2) week period. If such notification is not given, the employee's absence may be applied as absence or leave without pay at the discretion of the department head.

Section 9. Physician's Certificate Required for Extended Sick Leave; Upon return to duty following extended sick leave of or in excess of four (4) consecutive working days, an employee shall be required to file evidence in the form of a physician's certificate, along with a statement of the employee's fitness for duty. If such certificate is not submitted within five (5) working days after the employee's return to duty, such absence shall be considered an unauthorized absence and therefore applied as absence or leave without pay or against vacation time. In the event a second opinion is required, a certificate maybe obtained from the Occupational Health Department at Amesbury Health Center at the City's expense.

Section 10. Sick Leave Accumulation for Retirees: Upon retirement or in the event of death of a contractual employee, sick leave credits shall be compensated at a rate of up to forty percent (40%) of all sick time accumulated up to July 1, 1979, as stipulated or amended by bargaining agreements in effect. In the absence of a current collective bargaining agreement, eligible employees shall refer to their previous contractual agreement.

Section 11. Sick Leave Coinciding with Holidays: A full or part-time employee shall be entitled to holiday pay as designated in Article IX, even if said employee is on authorized leave due to sickness, injury, or otherwise, at the time said holiday occurs.

Section 12. Records: Each department head shall keep a record of all sick leaves granted to each employee in the department. The Human Resources Office shall hold all official records of sick and other leaves. Employees shall have the right to review their personnel records upon request.

Section 13. Death: In case of death of an employee, all unused accumulated sick leave shall be paid to the employee's spouse, or to the employee's estate.

Section 14. Bereavement Leave: 5 days for parent, spouse, child; 3 days for brother, sister, foster parent, grandparent, grand child, foster child, spouse's parents; 1 day for brother-in-law, sister-in-law, aunt or uncle.

Section 15. Perfect Attendance: For each quarter work year of perfect attendance at work by a member, one (1) day of annual leave will be granted. If a member maintains perfect attendance for one year (four quarters) five (5) days of annual leave will be granted. Such days of annual leave must be taken during the next working quarter with the approval of the Supervisor/Department Head. Bereavement leave, family sick leave and/or personal leave days shall not be considered as absences in applying this provision.

Section 16. Furlough Days: FY 2010 - The City agrees to the following conditions for members of this group as it relates to FY 2010 Furlough days:

- Cancel the Furlough day scheduled for Friday, May 28, 2010
- Reimburse the member for one (1) day's pay of a previously served Furlough day. The amount will be paid by check by June 30, 2010.
- For the three (3) remaining furlough days served in FY10, the member will, upon separation from employment, be reimbursed for the three (3) days at the future applicable rate.

In the event that any other unionized City employees are furloughed in Fiscal 2011 (7/1/10-6/30/11), then the Union will agree to be furloughed for no more than five (5) days. Upon separation from employment, employees will be reimbursed for lost wages from the furlough days. The Union will cooperate with their Department Head to schedule furlough days off.

ARTICLE XII: HOLIDAYS

Section 1. Dog Officer, Police Mechanics, Police Building Maintenance Craftsmen/Custodians, Building Custodians: The following shall be recognized as paid Holidays and all employees shall be paid eight (8) hours straight time pay therefore: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, irrespective of the day on which the holiday falls.

Section 2. Conservation Officers: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. Holiday

pay shall be computed at one fourth (¼) of the employee's weekly salary, and shall be paid to each employee over his/her weekly salary, whether he/she worked the holiday , was on vacation, emergency leave, injury leave, sick leave or death leave. Officers may elect to take a "Day Due" or pay.

Section 3. Personal Day: All employees shall be entitled to five (5) (changed from 4) personal days with pay in each calendar year for personal reasons. An employee must work six (6) months prior to becoming eligible to use these five (5) Personal Days - One (1) of the five (5) days to be used the day after Thanksgiving. During the first six (6) months of employment, a Personal Day may be granted on an emergency basis by the Department Head. The employee must notify the Department Head or his/her designee a reasonable time in advance. The Department Head or designee shall not unreasonably withhold personal leave.

Section 3A. New employees hired after July 1, 2010 shall be entitled to three (3) personal days with pay in each calendar year for personal reasons. An employee must work six (6) months prior to becoming eligible to use these three (3) Personal Days - One (1) of the three (3) days to be used the day after Thanksgiving. During the first six (6) months of employment, a Personal Day may be granted on an emergency basis by the Department Head. The employee must notify the Department Head or his/her designee a reasonable time in advance. The Department Head or designee shall not unreasonably withhold personal leave.

ARTICLE XIII: VACATION LEAVE

Section 1. Vacation Period Designated: The vacation period shall be from the first day in January through the last day in December.

Section 2. Vacation time for full-time employees: In the absence of collective bargaining contracts for any group, all full-time employees, and those hired after April 1, who have been in the service of the municipality for a period of six (6) months or one hundred eighty (180) days shall be granted one (1) week's vacation with pay. After twelve (12) consecutive months of employment with the City, every full-time employee shall be entitled to two (2) calendar weeks of vacation leave with pay in each vacation year, effective on the anniversary date of employment. Any employee who has completed five (5) years but less than ten (10) years of employment with the City shall be granted three (3) calendar weeks of vacation leave with pay in each vacation year. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks of vacation leave with pay in each vacation year.

Commencing with the 21st year of employment each employee shall be entitled to one (1) additional day each year until 25 years of employment, at which time the employee shall be eligible for a total of five (5) vacation weeks.

Section 3. Temporary Employees: Temporary employees shall be granted one (1) week vacation leave with pay after nine (9) months of continuous full-time employment. At the completion of eighteen (18) months on continuous employment, such designated employees shall receive two (2) calendar weeks of vacation leave with pay. There shall be no provisions for retroactive vacation allowances.

Section 4. Restrictions on Granting Vacation Leave: Full-time employees who are absent without pay and/or on leave without pay for more than one (1) day in any month shall not receive vacation credit for that month, and shall have their vacation status retarded by one (1) day or one twelfth (1/12) of their annually accrued vacation credits - whichever is greater - for each such occasion. Subject to the written approval of the Mayor, part-time and temporary employees may be granted such proportion of vacation leave credit as their actual part-time or temporary service bears to full-time service, provided that such vacation leave with pay does not exceed two (2) calendar weeks.

Section 5. Determination of Years of Service for Vacation Credits:
In determining the number of years of service for vacation purposes only, permanent employees shall be credited with one (1) year service for each calendar year in which one hundred sixty (160) days of work have been accumulated as a reserve or as a temporary employee. This section shall apply to reserve patrolmen, with the exception that they shall be required to work a minimum of twenty (20) days per calendar month.

Section 6. Public Interest to be Served in Granting Vacations: Heads of departments may grant vacation leave at such times during the vacation year as will best serve the public interest. Preferences shall be given to employees on the basis of seniority.

Section 7. Accumulation of Vacation Leave Prohibited: All City employees including Department Heads must use vacation credits during the calendar year in which those credits are earned. Under certain circumstances employees

may request permission to carry over vacation credits based on unusual needs or conditions. All requests shall be made in writing and along with the Department Heads' recommendations shall be submitted to the Human Resources Office by November 1st of each year for submission to the Mayor no later than November 15th each year. Requests shall be accompanied by a schedule showing how the total remainder of vacation credits will be used in the following year. Upon submission, up to fifty percent (50%) on one year's vacation time carry over may be approved by the Mayor. Vacation leave credits shall not accrue for service in excess of the number of hours normally employed.

Section 8. Payment in case of death of Employee: Upon the death of an eligible employee, payment of vacation leave and other benefits shall be made to the beneficiary(ies) of the deceased, as may have been designated under the municipal retirement system, or to the estate of the deceased. Such payment shall be made in the amount equal to the vacation leave credits earned up to the time of death of the employee. This shall be effective up to the time of separation from the payroll, provided that no monetary or other allowances have already been made therefore.

Section 9. Accrual of Vacation Credits: Vacation credits shall accrue to an employee while on leave with pay status. Vacation leave credits earned following a return to duty after a leave without pay or absence without pay shall not be retroactively applied against such a leave or absence. When a legal holiday falls on a regularly scheduled work day during an employee's vacation leave with pay, the employee shall be entitled to one (1) additional day of vacation, subject to the provisions of Sick Leave, section 11.

Section 10. Employees on Sick Leave: Employees on sick leave return to employment within the calendar year to be eligible for vacation time off in the same year. In no case shall more than fifty-two (52) weeks of pay be given in any calendar year.

Section 11. Use and Loss of Vacation Time before Retirement Required: Before retiring from the City of Haverhill, employees must take vacation accrued prior to the effective date of retirement. In no case shall an employee suffer the loss of any vacation or holiday credits actually earned.

ARTICLE XIV: JURY DUTY & MILITARY RESERVE

When employees are required to serve Jury Duty or to fulfill their annual tour of duty with the National Guard or Organized Reserve they shall be compensated for the difference in their normal week's pay.

ARTICLE XV: DEATH BENEFITS

It is agreed that the City of Haverhill will continue in effect a Life Insurance Policy covering its employees and will pay fifty (50%) percent of the premium.

ARTICLE XVI: MEDICAL BENEFITS

Section 1. Health Insurance: The City shall provide a group health insurance plan for all eligible employees covered under this agreement.

It is agreed that the Employer shall pay seventy-five percent (75%) of the cost of the basic health insurance plan, a preferred provider organization, and the Employee shall pay twenty-five percent (25%) of the cost.

It is also agreed that as of July 1, 2010 the Employer shall pay eighty percent (80%) of the cost of a health maintenance organization, and the Employee shall pay twenty percent (20%). Except those employees hired as of June 2005, who will continue to pay twenty-five percent (25%) of the cost of a health maintenance organization and the Employer shall pay seventy-five percent (75%).

As of July 1, 2011, it is agreed that the Employer shall pay seventy-five (75%) of the cost of a health maintenance organization and the Employee shall pay twenty-five (25%) percent.

New employees hired after January 1, 2010 shall pay a thirty percent (30%) Employee Health Insurance Contribution rate for both the PPO and HMO products.

Flexible Spending Account
The City of Haverhill will offer by or about September 1, 2010 a Flexible Spending Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis will be $2,500.

Health Reimbursement Account
The City will establish a Health Reimbursement Account to reimburse co-payments that exceed $250 per individual and $400 per family, per calendar year, that are incurred as a result of the following co-payments: $250 per inpatient hospitalization and $150 for outpatient surgery.

Opt-Out Plan
The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be $1,500 for an individual and $3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

Both parties understand and agree that the city, apart from this contract, is currently negotiating with the Public Employee Commission (PEC) to join the Group Insurance Commission (GIC). Both parties also understand that there is currently legislation pending before the State legislature that will allow cities to join the GIC.

In the event that the city joins the GIC during the term of this contract, both parties agree that this will not be a violation of this contract.

In the event that the city joins the GIC during the term of this contract and in the event that the city's percentage contribution is 80% or less, the parties agree that as of the date the city joins the GIC, the union members will receive an additional 2% pay increase.

Section 2. Dental - Optical: The City has available a group dental plan and will make available a group optical plan to employees at full cost to said employees.

Section 3. Section 125 of the IRS code, pre-tax for health, life and dental insurance.

Employees may participate in the City's Canadian Prescription Drug Program.

Section 4. Death Benefit - Conservation: The City agrees to maintain line of duty death benefit insurance on all Conservation Officers in the amount of $4,000.00.

ARTICLE XVII: SAFETY AND DEFECTIVE EQUIPMENT

No employee shall be required to drive or to operate or to work upon any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.

ARTICLE XVIII: NEW EQUIPMENT RE-OPENING CLAUSE

In the event the City puts into use any new type of job or equipment for which rates of pay are not established by this Agreement, the rates for such jobs or equipment shall be negotiated by the parties hereto.

ARTICLE XIX: NON-DISCRIMINATION

There shall be no discrimination by the Union or the City against any employee because of race, creed, or color, national origin, age, sex or handicap. The City and the Union affirm their joint opposition to any discriminatory practice in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employees' skill and ability without regard to consideration of race, creed, color, national origin, age, sex or handicap. The City and the Union will maintain a policy of affirmative action in regard to discrimination.

ARTICLE XX: MAINTENANCE OF STANDARDS

It is mutually agreed between the parties that all conditions of employment relating to hours of work and general working conditions shall be maintained and all rights and privileges and other benefits which are enjoyed by the employees covered by this Agreement which are not specifically provided for or abridged by this Agreement are hereby protected by this Agreement. Any other benefits and/or rights enjoyed by the employees covered by this Agreement which are now governed by Municipal Ordinance or State Law and which are not in conflict with this Agreement shall remain in full force and effect.

ARTICLE XXI: NO STRIKE OR LOCKOUT

There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the City or to assist or participate in any such strike or impose a duty to conduct, assist or participate in any such strike. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services.

The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, or participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services, and shall take all reasonable means to induce such employees or group of employees to terminate the strike, work stoppage, slowdown or withholding of services, and to return to work forthwith.

ARTICLE XXII: GRIEVANCE PROCEDURE

Should any employee or group of employees feel aggrieved concerning his/her wages, hours or working conditions, which wages, hours, or conditions are governed by this Agreement, or which are provided for by any statue, provision, ordinance, rule, regulation or policy, which is not in conflict with this Agreement, concerning any matter or condition arising out of employer-employee relationship, including any claim of unjust discrimination or any matter or condition of his/her or their health and safety, adjustment shall be sought as follows:

a) The employee shall within five (5) days of his/her knowledge of the grievance submit such grievance to the Shop Steward. If the Shop Steward cannot or does not resolve any said grievance, both the employee and the Shop Steward shall refer the grievance to the Department Head/Supervisor of the employee division.

(b) If within five (5) days of being notified of the grievance the Department Head/Supervisor does not resolve the grievance to the satisfaction of the Union, the Union shall submit the grievance in writing to the Mayor for the purpose of resolving or adjusting the grievance.
(c) If within five (5) days of being notified of the grievance the Mayor does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance to the Massachusetts State Board of Arbitration and Conciliation. The decision of the Board shall be final and binding upon both parties.

ARTICLE XXIII: TIME OFF FOR UNION BUSINESS

Employees and Shop Stewards that are required to attend Arbitration Hearings as witnesses shall be given time off without loss of pay or benefits and without the requirement to make up lost time.

ARTICLE XXIV: CIVIL SERVICE

It is agreed that the members covered by this Agreement shall retain their Civil Service status and all rights accruing to them which are now in effect or that may come into effect as amendments; all as set out and regulated by Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

ARTICLE XXV: DUTY ASSIGNMENTS

The Department Head/Supervisor may reassign officers at his/her discretion. Provided however, that Conservation Officers shall have the right to select their shift by seniority and no officer shall be reassigned to a different shift without his/her consent.

ARTICLE XXVI: DAYS DUE

Conservation Officers will be able to carry up to (10) days due per calendar year.

ARTICLE XXVII: SHIFT DIFFERENTIAL

If the City desires to establish shifts other than the shifts presently in effect, such changes shall be subject to negotiations upon notice to the Union.

ARTICLE XXVIII: TERMINATION

This Agreement shall take effect on July 1, 2010 and shall remain in full force and effect through June 30, 2012.

Any and all changes effective July 1, 2010 shall be retroactive as of July 1, 2010.

It is further agreed between the City of Haverhill and Local 170, that this Agreement shall remain in full force and effect after the duration date set forth above, if at said time the parties are negotiating any of its terms and conditions and shall remain in full force and effect until such time as a new contract is agreed upon.

EXECUTED THIS _____ DAY OF _____

APPROVED TO FORM: CITY OF HAVERHILL

_____ _____

City Solicitor Its Mayor

Ed Adley Business agent

Ed Adley, Business Agent
Teamsters Local Union #170

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