

5.1.1

Memorandum of Agreement
Between
THE CITY OF HAVERHILL and THE WATER PURIFICATION GROUP – Teamsters Local #170

Two-year contract:

July 1, 2017 to June 30, 2018
July 1, 2018 to June 30, 2019

Wages

Amend Article VII: WAGES:

1.75% salary increase effective 7-1-2017
2% salary increase effective 7-1-2018

New Equipment Reopening Clause

The union agrees to release the city from any and all new equipment claims regarding the current projects for improvements and new equipment at the Water Treatment Plant. The parties also agree to the replacement of the current language with the below language, and, effective 7/1/2018 \$1.25 per hour shall be added to positions as noted in the **attached ordinance**.

Delete Article XV: New Equipment Reopening Clause in its entirety and replace with the following:

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 may be negotiated by the parties hereto. No requests shall be made under these provisions prior to 1/1/2023.

Clothing/Boot Allowance

Article VII: WAGES Section 2

Effective 7/1/18 amend Section 2 as follows:

Increase clothing allowance from \$400 to \$500 per year. Increase boot allowance from \$100 to \$150 per year.

Holiday language

Article XII: HOLIDAYS

Effective upon ratification - Add new section regarding Christmas holiday hours:

In each year where December 24th (Christmas Eve) falls on a regularly scheduled work day, employees will be released from work at 12:00pm (noon) and all released employees shall receive a full day's pay. If the 24th does not fall on a regularly scheduled work day, then the above does not apply. The employer reserves the right to require employees to work from 12pm (noon) to 4pm should there be an emergency as declared by the mayor. If the employer requires any employees to work from 12pm (noon) to 4pm on December 24th, said employee shall receive three hours of compensatory time to be used within the following 12 months.

Agency fee language

Amend Article II: UNION SECURITY

Remove all language and in its place insert the following:

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

Section I. 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 any employee as regards 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 in Accordance with GL Chapter 150 E as amended equally without regards to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees 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 a majority of the employees in the bargaining unit.

Payment of dues for present employees 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.

New England Teamsters Federal Credit Union language

Article II: UNION SECURITY

Add new section with the following language:

The City agrees to deduct a certain specific amount each week from the wages of those employees who shall have given the City written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each month. The City shall not make deductions and shall not be responsible for remittance to the Credit Union for any deduction 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 deductions. The Union agrees that it will indemnify and hold the City and its agents harmless from any claim, action, omission or proceeding by any employee arising from deductions made by the City under this Article.

It shall be the sole responsibility of the Credit Union/employee to provide the City with the information on deductions and will not hold the City responsible for any issues arising from information not being provided.

DRIVE language

Article II: UNION SECURITY

Add new section with the following language:

The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City of the amount designated by each

contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The City shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf the deduction is made, the employee's social security number and the amount deducted from the employee's check.

Any official of the International or Local Union shall be permitted reasonable access to the City's premises for the purpose of discussing DRIVE participation on the premises provided such access shall not interfere with the conduct of the City's business.

Safety and Training Officer pay

Article VII: Wages Section 6

Increase pay for Safety Officer and Training Officer

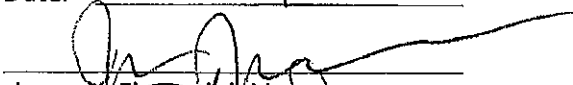
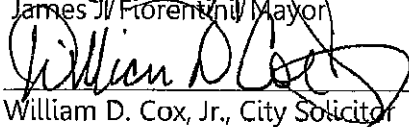
Effective upon passage and funding by the City Council, delete the rate of **\$.25** per hour and insert in its place **\$1.00** per hour. Add new paragraph to Section 6 to read as follows: Safety Officer and Training Officer will be responsible for organizing and scheduling safety meetings and training sessions. Training sessions will consist of, but not limited to, protective garments, road work safety, hygiene, proper lifting, power equipment safety, first aid, C.P.R. classes and checking and stocking first aid kits and first aid room. Department approved training sessions will be scheduled to maximize attendance during normal working hours. Annual agenda and detailed scope of services with a tentative schedule will be submitted to the Plant Manager by end of March each year.


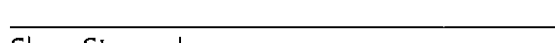
Consolidated MOAs and contract

Integrated contract to be completed

All **remaining** terms and conditions of the current CBA **not altered as per above shall** remain in full force and effect. This agreement is subject to ratification by the Union and appropriation by the City Council.

Date: 9-20-19


James J. Fiorentini, Mayor

William D. Cox, Jr., City Solicitor


James Marks, Teamsters Business Agent

Shop Steward



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 days

5.1.2

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
WATER PURIFICATION GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 28-I of 2016 is deleted in its entirety and the following inserted in place thereof:

Effective 7/1/17 1.75% (current employees)

Sr. Water Treatment Plant Operator	\$ 27.05	\$ 28.11	\$ 29.44
Chief Pumping Station Operator	\$ 22.61	\$ 25.11	
Class IV Water Treatment Plant Operator (Full with TCH)	\$ 24.26	\$ 25.23	
Class IV Water Treatment Plant Operator (In training or witho	\$ 23.52	\$ 24.50	
Class III Water Treatment Plant Operator (Full with TCH)	\$ 23.52	\$ 24.50	
Class III Water Treatment Plant Operator (In training or witho	\$ 22.89	\$ 23.80	
Class II Water Treatment Plant Operator	\$ 19.68	\$ 20.57	
Class I Water Treatment Plant Operator	\$ 18.08	\$ 20.99	
Maintenance Man/Operator	\$ 17.88	\$ 20.82	
Custodian/Operator	\$ 17.88	\$ 20.82	
Electrician/Carpenter	\$ 27.68	\$ 28.92	\$ 30.14
Laboratory Technician (No Certification)	\$ 20.63	\$ 21.48	
Laboratory Technician (Grade IV Full with TCH)	\$ 24.26	\$ 25.23	
Laboratory Technician (Grade IV In training or without TCH)	\$ 23.52	\$ 24.50	
Laboratory Technician (Grade III Full with TCH)	\$ 23.52	\$ 24.50	
Laboratory Technician (Grade III In training or without TCH)	\$ 22.89	\$ 23.80	
Maintenance Man	\$ 16.01	\$ 18.42	
Custodian	\$ 14.68	\$ 17.14	

Effective 7/1/17 1.75% (new hires after 7/1/10)

Sr. Water Treatment Plant Operator	\$ 26.26	\$ 27.29	\$ 28.58
Chief Pumping Station Operator	\$ 21.95	\$ 24.37	
Class IV Water Treatment Plant Operator (Full with TCH)	\$ 23.56	\$ 24.50	
Class IV Water Treatment Plant Operator (In training or witho	\$ 22.84	\$ 23.79	
Class III Water Treatment Plant Operator (Full with TCH)	\$ 22.84	\$ 23.79	
Class III Water Treatment Plant Operator (In training or witho	\$ 22.22	\$ 23.11	
Class II Water Treatment Plant Operator	\$ 19.10	\$ 19.97	
Class I Water Treatment Plant Operator	\$ 17.55	\$ 20.37	
Maintenance Man/Operator	\$ 17.36	\$ 20.21	
Custodian/Operator	\$ 17.36	\$ 20.21	
Electrician/Carpenter	\$ 26.26	\$ 27.29	
Laboratory Technician (No Certification)	\$ 20.04	\$ 20.85	
Laboratory Technician (Grade IV Full with TCH)	\$ 23.56	\$ 24.50	
Laboratory Technician (Grade IV In training or without TCH)	\$ 22.84	\$ 23.79	
Laboratory Technician (Grade III Full with TCH)	\$ 22.84	\$ 23.79	
Laboratory Technician (Grade III In training or without TCH)	\$ 22.22	\$ 23.11	
Maintenance Man	\$ 15.55	\$ 17.89	
Custodian	\$ 14.27	\$ 16.64	

Effective 7/1/18 \$1.25 per hour + 2% (current employees)

Sr. Water Treatment Plant Operator	\$ 28.86	\$ 29.95	\$ 31.30
Chief Pumping Station Operator	\$ 24.34	\$ 26.89	
Class IV Water Treatment Plant Operator (Full with TCH)	\$ 26.02	\$ 27.01	
Class IV Water Treatment Plant Operator (In training or witho	\$ 25.27	\$ 26.27	
Class III Water Treatment Plant Operator (Full with TCH)	\$ 25.27	\$ 26.27	
Class III Water Treatment Plant Operator (In training or witho	\$ 24.63	\$ 25.55	
Class II Water Treatment Plant Operator	\$ 21.35	\$ 22.26	
Class I Water Treatment Plant Operator	\$ 19.72	\$ 22.69	
Maintenance Man/Operator	\$ 19.51	\$ 22.51	
Custodian/Operator	\$ 19.51	\$ 22.51	
Electrician/Carpenter	\$ 29.50	\$ 30.77	\$ 32.02
Laboratory Technician (No Certification)	\$ 22.32	\$ 23.18	
Laboratory Technician (Grade IV Full with TCH)	\$ 26.02	\$ 27.01	
Laboratory Technician (Grade IV In training or without TCH)	\$ 25.27	\$ 26.27	
Laboratory Technician (Grade III Full with TCH)	\$ 25.27	\$ 26.27	
Laboratory Technician (Grade III In training or without TCH)	\$ 24.63	\$ 25.55	
Maintenance Man	\$ 17.60	\$ 20.06	
Custodian	\$ 16.25	\$ 18.76	

Effective 7/1/18 \$1.25 per hour + 2% (new hires after 7/1/10)

Sr. Water Treatment Plant Operator	\$ 28.06	\$ 29.11	\$ 30.43
Chief Pumping Station Operator	\$ 23.66	\$ 26.13	
Class IV Water Treatment Plant Operator (Full with TCH)	\$ 25.30	\$ 26.27	
Class IV Water Treatment Plant Operator (In training or witho	\$ 24.57	\$ 25.54	
Class III Water Treatment Plant Operator (Full with TCH)	\$ 24.57	\$ 25.54	
Class III Water Treatment Plant Operator (In training or witho	\$ 23.94	\$ 24.84	
Class II Water Treatment Plant Operator	\$ 20.76	\$ 21.65	
Class I Water Treatment Plant Operator	\$ 19.18	\$ 22.05	
Maintenance Man/Operator	\$ 18.98	\$ 21.89	
Custodian/Operator	\$ 18.98	\$ 21.89	
Electrician/Carpenter	\$ 28.06	\$ 29.11	
Laboratory Technician (No Certification)	\$ 21.72	\$ 22.54	
Laboratory Technician (Grade IV Full with TCH)	\$ 25.30	\$ 26.27	
Laboratory Technician (Grade IV In training or without TCH)	\$ 24.57	\$ 25.54	
Laboratory Technician (Grade III Full with TCH)	\$ 24.57	\$ 25.54	
Laboratory Technician (Grade III In training or without TCH)	\$ 23.94	\$ 24.84	
Maintenance Man	\$ 17.13	\$ 19.52	
Custodian	\$ 15.83	\$ 18.24	

Article VII: WAGES Section 2

Effective 7/1/18 amend Section 2 as follows:

Increase clothing allowance from \$400 to \$500 per year. Increase boot allowance from \$100 to \$150 per year.

Article VII: WAGES Section 6

Effective upon passage and funding by City Council change the following:

Delete \$.25 per hour and insert in its place \$1.00 per hour.

Approved as to legality:



 City Solicitor