

LABOR AGREEMENT
BETWEEN
THE CITY OF HAVERHILL
AND
THE INSPECTIONAL & NURSING SERVICES GROUP
TEAMSTERS LOCAL 170



JULY 1, 2021 to JUNE 30, 2024

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AGREEMENT

INSPECTIONAL AND NURSING SERVICES

THIS AGREEMENT made and entered into on this ____ day of _____ 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 wellbeing of its employees, to establish a mutual understanding relative to personnel policy, practice, 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 the Sanitary Inspectors, Sr. Sanitary Inspector, Local Building Inspectors, Community Health Coordinator, Nurse Leader, Senior Nurse, and Recycling Attendants in the Inspections and Health Regulations Department of the City of Haverhill for wages, hours, and working conditions.

ARTICLE 2: UNION SECURITY

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 the Agreement subject to Section 1 below.

Section 1. 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.

Payroll Deduction of Union Dues: 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 immediately following the employees month they were hired.

Section 2. DRIVE: The employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this agreement voluntarily contributions to Local 170 DRIVE Fund. Local 170 Drive Fund shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

On a monthly basis the Employer will transmit the total amount of deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck as outlined in the attached Local 170 DRIVE information Sheet to Local 170 DRIVE Fund, 330 Southwest Cutoff, Suite 201, Worcester, MA 01604. No such authorization shall be recognized if in violation of State and Federal Laws. No deductions shall be made which is prohibited by applicable law.

Section 3. Credit Union: 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 earning 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.

ARTICLE 3: 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 4: 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 and grievances to the Director of Inspections and Health Regulations Department 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 Stewards and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitation shall have the authority to impose proper discipline, including discharge in the event the Shop Steward has taken unauthorized action, slowdown 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 5: SENIORITY AND PROMOTION

Section 1. Seniority shall be defined as in the Civil Service Rules, and all inspectors covered by this Agreement shall retain their Civil Service Status and all rights accruing to them which are now in effect or may come into effect by subsequent amendments to the General Law of the Commonwealth of Massachusetts.

Section 1a. Recycling Attendants: Seniority shall be defined as length of service with the City of Haverhill.

Section 2. Rights and Privileges: All other benefits which are now enjoyed by the employees of the City of Haverhill which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement. All other benefits and/or rights enjoyed by the employees which are now governed by municipal ordinance or state law which are not in conflict with this Agreement shall remain in full force and effect.

Section 3. Posting Seniority List: A seniority list of all employees covered by this Agreement showing name, position and date of entering 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 upon proof of error presented by an employee or his/her representative, and such error will be corrected.

All employees re-hired will have to serve a period of twice the length of absence before prior service will be added to seniority.

ARTICLE 6: HOURS OF WORK AND OVERTIME

Section 1. The regular work week shall be five (5) consecutive work days, Monday through Friday. The present hours of work and shift schedule shall be maintained for the duration of this Agreement.

Section 1a. Recycling Attendants: The regular workweek for Recycling Attendants shall be five (5) days, forty (40) hours per week.

Section 2. Attendance at Meetings: If a Sanitary Inspector is required to work, by attending any meetings beyond their seven (7) hour day, they shall be entitled to accrue compensatory time at the rate of time and one-half.

Section 3. Call-In: If a Sanitary Inspector, Sr. Sanitary Inspector, or Local Building Inspector is called in to work, outside of normal hours, during weekdays the employee shall be paid a minimum of two (2) hours at time and one-half; during weekends, the employee shall be paid a minimum of four (4) hours at time and one-half. No compensatory time will be granted for call-in time.

Section 4. Working Conditions: The parties agree to meet to discuss working conditions, position descriptions, responsibilities, and other work-related topics which the employees feel are unclear.

Section 5. Effective the week following the City Council funding of this agreement, the hours of the Sanitary Inspector, Sr. Sanitary Inspector, and Local Building Inspector positions will increase from 35 hours per week to 40 hours per week. The new work schedule will be 7:30 a.m. to 4 p.m. with a ½ hour for lunch break.

ARTICLE 7: WAGES AND CLASSIFICATIONS (See Appendix I through V)

Section 1. Longevity:

\$ 1,300.00	5<10 years
\$ 1,350.00	10<15 years
\$ 1,400.00	15<20 years
\$ 1,450.00	20<25 years
\$ 1,700.00	25<30 years
\$ 2,500.00	30 years

The above longevity pay shall be paid by separate check.

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employ of the City of Haverhill to become an active M.G.L. c.32 Retiree.

Section 2. The agreement also includes a wage/health insurance re-opener in the event that any other City of Haverhill employee group (excluding those in the school department) receives a wage increase greater than wage increases offered to this group, or, a lesser split in health insurance premiums than accepted by this group.

Section 3. Because of the imminent hazardous physical conditions the inspectors are currently enduring, the City shall pay \$550.00 per each contract year in July for the duration of this agreement (7/1/2022 to 6/30/2024) to each position covered by this agreement.

ARTICLE 8: HOLIDAYS

Section 1. The following shall be recognized as paid Holidays and all employees shall be paid their regular tour of duty at 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. Juneteenth shall be considered a "floating" holiday. Employees shall be entitled to an additional day off without loss of pay. An employee may take the day at the discretion of the department head and offices are to remain open at all times.

Employees required to work on any of the above-named holidays shall be paid the applicable premium rate in addition to the holiday pay. When a holiday falls on a Saturday, an employee may at his/her discretion accept a sixth (6th) day's pay or a day off with pay.

In each year where December 24th (Christmas Eve) falls on a regularly scheduled work day, employees will be released from work at 12:00 PM (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 12:00 PM (Noon) to 4:00 PM should there be an emergency as declared by the mayor. If the employer requires any employees to work from 12:00 PM (Noon) to 4:00 PM on December 24th, said employee shall receive three hours of compensatory time to be used within the following twelve (12) months.

Section 2. Personal Day: All employees shall be entitled to five (5) 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 2A. 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 9: 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 1st, 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 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 of 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 reduced 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 Department 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%) of 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 therefor.

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, Article 10, 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 10: 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 an authorized representative of the City is sent to individual's residence and said individual is not home or cannot 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 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 re-imbursement 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 one-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 may be obtained from the Occupational Health Department 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 8, 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 Department 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: Five (5) days for parent, spouse, child or grandchild; three (3) days for brother, sister, foster parent, grandparent, spouse's parents or foster child; one (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.

ARTICLE 11: JURY DUTY AND 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 12: 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 13: MEDICAL BENEFITS

Section 1. Health Insurance: The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to M.G.L. C.32B. Employees hired before January 1, 2010 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after January 1, 2010 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis for the maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account will be \$2,500 (\$2,550 per plan year beginning 07/01/15). The maximum annual allowable amount to be deducted on a pre-tax basis for the Medical Dependent Care Account will be \$5,000.

Health Reimbursement Account

The City will establish Health Reimbursement Account pursuant to the current M.G.L c.32B PEC agreement.

Opt-Out Plan- A one-time opt out option

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.

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.

ARTICLE 14: 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.

The City will provide a vest or jacket at the City's expense and discretion, which identifies employees of the Inspectional Services Department. The City will also provide an identification badge.

ARTICLE 15: 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 rate. for such jobs or equipment shall be negotiated by the parties hereto.

ARTICLE 16: NON-DISCRIMINATION

There shall be no discrimination by the Union or the City against any employee because of race, creed, color, national origin, sex, age, 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 employee skill and ability without regard to consideration of race, creed, color, national origin, sex, age or handicap. The City and the Union will maintain a policy of affirmative action in regards to discrimination.

ARTICLE 17: 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 employee 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 18: 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 work forthwith.

ARTICLE 19: GRIEVANCE PROCEDURE

Section 1. Should any employee or group of employees feel aggrieved concerning his/her wages, hours, or working conditions, which wages, hours, or working conditions are governed by this Agreement, or which are provided for by any statute, 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 the said grievance, both the employee and the Shop Steward shall refer the grievance to the Director of the Department.
- (b) If within five (5) days of being notified of the grievance the Director of Inspections and Health Regulations does not resolve the grievance to the satisfaction of the Union, the Union may submit the grievance in writing to the Mayor.
- (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 20: EDUCATIONAL PAY

The City shall provide three thousand (\$3,000) dollars per year for educational courses. Payment of a course, if approved, will be made to the individual upon receipt of their grade for the course, of "C" or better. A voucher or invoice specifying the cost of the course will also be required.

The City of Haverhill agrees to pay for and purchase books and/or materials that are required for inspectors to perform their respective jobs. Books and/or materials will be property of the City of Haverhill upon purchase.

Section 2. Training: The City shall send inspectors as needed for training to help assist with the duties needed for the respective position. The City agrees to pay all costs provided authorization from the department head is secured prior to enrollment in any approved training program.

ARTICLE 21: 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 the lost time.

ARTICLE 22: PPE

As a result of the current COVID-19 pandemic and any and all future health crises that might arise, the City of Haverhill agrees to provide, at no cost to all bargaining unit employees, reasonable and necessary personal protective equipment (PPE), personal sanitizing agents, and any other materials to safeguard the health and well-being of the bargaining unit members, as directed by or set forth in safety guidelines issued by the Haverhill Board of Health, Federal Centers for Disease Control, and/or any other state or federal regulatory agency.

ARTICLE 23: TERMINATION

This Agreement shall take effect on July 1, 2022 and shall remain in full force and effect through June 30, 2024. Any and all changes effective July 1, 2022 shall be retroactive to July 1, 2022.

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 10TH DAY OF MAY 2024

APPROVED AS TO FORM:

CITY OF HAVERHILL


City Solicitor


BY its Mayor

TEAMSTERS LOCAL UNION #170


James Marks, Business Agent

APPENDIX I - INSPECTIONAL & NURSING SERVICES (Sanitary Inspectors)

WAGES AND CLASSIFICATIONS

Section 1. Salary Step Advancement: The City agrees that the step raise schedule is a part of the contract. Steps occur annually.

Effective 07/01/2022 2.00%

Effective 07/01/2023 2.00%

Effective 07/01/2022	2.00%	Step 1	Step 2	Step 3	Step 4
Sanitary Inspector		\$1,090.13	\$1,203.94	\$1,240.04	\$1,277.25

Effective 07/01/2023	2.00%	START	YEAR 1	YEAR 2	YEAR 3
Sanitary Inspector		\$1,111.93	\$1,228.02	\$1,264.85	\$1,302.79

Section 2. The City agrees to pay for all licenses i.e. registered sanitarian fees, plumbing licenses, etc.

Section 3. Professional Development (Sanitary Inspectors):

Effective July 1, 2021, the City will increase the amount of the Professional Development Allowance from nine hundred fifty (\$950.00) to one thousand one hundred fifty (\$1,150.00) per year to be paid the first week in July. This amount includes a boot allowance.

Section 4. Travel Allowance: (Sanitary Inspectors)

For members using their own vehicle to conduct city business shall be paid at the rate of two hundred dollars (\$200.00) dollars per month and will receive forty-four cents (\$.44) per mile. The City will continue to supply a city vehicle.

Section 5. Bi Weekly Payroll: The City reserves the right to change its weekly payroll process to a bi-weekly basis for the employees of the City of Haverhill. The City will provide written notice to the Union ninety (90) days prior to implementation of the bi-weekly process which shall not be sooner than July 1, 2014.

Section 6. Time and Attendance Software: The City reserves the right to implement a time and attendance software program to help monitor employee time and attendance, which will simplify time card and attendance tracking, data entry and time-off approval processing. The City will provide written notice to the Union ninety (90) days prior to the implementation of this software.

APPENDIX IA - INSPECTIONAL & NURSING SERVICES (Rehabilitation Specialist)

WAGES AND CLASSIFICATIONS

Section 1. Salary Step Advancement: The City agrees that the step raise schedule is a part of the contract. Steps occur annually.

Effective 07/01/2022 2.00%

Effective 07/01/2023 2.00%

Effective 07/01/2022	2.00%	Step 1	Step 2
Rehab Specialist		\$953.50	\$982.10

Effective 07/01/2023	2.00%	START	YEAR 1
Rehab Specialist		\$972.57	\$1,001.74

Section 2. Professional Development Allowance:

Effective July 1, 2021, the City will increase the amount of the Professional Development Allowance from nine hundred fifty (\$950.00) to one thousand five hundred (\$1,500.00) per year to be paid the first week in July . This amount includes a boot allowance.

Section 3. Bi Weekly Payroll: The City reserves the right to change its weekly payroll process to a bi-weekly basis for the employees of the City of Haverhill. The City will provide written notice to the Union ninety (90) days prior to implementation of the bi-weekly process which shall not be sooner than July 1, 2014.

Section 4. Time and Attendance Software: The City reserves the right to implement a time and attendance software program to help monitor employee time and attendance, which will simplify time card and attendance tracking, data entry and time-off approval processing. The City will provide written notice to the Union ninety (90) days prior to the implementation of this software.

Section 5. Travel Allowance:

For members using their own vehicle to conduct city business shall be paid at the rate of two hundred dollars (\$200.00) dollars per month and will receive forty-four cents (\$.44) per mile. The City will continue to supply a city vehicle.

APPENDIX II - INSPECTIONAL & NURSING SERVICES (Sr. Sanitary Inspectors)

WAGES AND CLASSIFICATIONS

Section 1. Salary Step Advancement: The City agrees that the step raise schedule is a part of the contract. Steps occur annually.

Effective 07/01/2022 2.00%
Effective 07/01/2023 2.00%

Effective 07/01/2022	2.00%	Step 1	Step 2	Step 3
Sr. Sanitary Inspector		\$1,277.05	\$1,313.00	\$1,352.38
Effective 07/01/2023	2.00%	START	YEAR 1	YEAR 2
Sr. Sanitary Inspector		\$1,302.59	\$1,339.25	\$1,379.43

Section 2. The City agrees to pay for all licenses i.e. registered sanitarian fees, plumbing licenses, etc.

Section 3. Professional Development (Sr. Sanitary Inspectors):

Effective July 1, 2021, the City will increase the amount of the Professional Development Allowance from nine hundred fifty (\$950.00) to one thousand five hundred (\$1,500.00) per year to be paid the first week in July. This amount includes a boot allowance.

Section 4. Travel Allowance: (Sr. Sanitary Inspectors)

For members using their own vehicle to conduct city business shall be paid at the rate of two hundred dollars (\$200.00) dollars per month and will receive forty-four cents (\$.44) per mile. The City will continue to supply a city vehicle.

Section 5. Bi Weekly Payroll: The City reserves the right to change its weekly payroll process to a bi-weekly basis for the employees of the City of Haverhill. The City will provide written notice to the Union ninety (90) days prior to implementation of the bi-weekly process which shall not be sooner than July 1, 2014.

Section 6. Time and Attendance Software: The City reserves the right to implement a time and attendance software program to help monitor employee time and attendance, which will simplify time card and attendance tracking, data entry and time-off approval processing. The City will provide written notice to the Union ninety (90) days prior to the implementation of this software.

APPENDIX III - INSPECTIONAL & NURSING SERVICES (Local Building Inspectors)

WAGES AND CLASSIFICATIONS

Section 1. Salary Step Advancement: The City agrees that the step raise schedule is a part of the contract. Steps occur annually.

Effective 07/01/2022 2.00%

Effective 07/01/2023 2.00%

EFFECTIVE 07/01/2022	2.00%	Step 1	Step 2	Step 3	Step 4	Step 5
Local Building Inspector		\$64,884.54	\$67,389.08	\$70,084.65	\$72,888.03	\$75,074.67

EFFECTIVE 07/01/2023	2.00%	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Local Building Inspector		\$66,182.23	\$68,736.87	\$71,486.34	\$74,345.79	\$76,576.16

Section 2. PROFESSIONAL DEVELOPMENT ALLOWANCE:

Effective July 1, 2021, the City will increase the amount of the Professional Development Allowance from nine hundred fifty (\$950.00) to one thousand five hundred (\$1,500.00) per year to be paid the first week in July. This amount includes a boot allowance.

Section 3: OUT OF GRADE PAY

When the Local Building Inspector is assigned to or serves in the absence of the Building Inspector, he/she shall be paid an out of grade rate of \$10 per day.

Section 4. Bi Weekly Payroll: The City reserves the right to change its weekly payroll process to a bi-weekly basis for the employees of the City of Haverhill. The City will provide written notice to the Union ninety (90) days prior to implementation of the bi-weekly process which shall not be sooner than July 1, 2014.

Section 5. Time and Attendance Software: The City reserves the right to implement a time and attendance software program to help monitor employee time and attendance, which will simplify time card and attendance tracking, data entry and time-off approval processing. The City will provide written notice to the Union ninety (90) days prior to the implementation of this software.

Section 6. Travel Allowance: (Local Building Inspectors)

For members using their own vehicle to conduct city business shall be paid at the rate of two hundred dollars (\$200.00) dollars per month and will receive forty-four cents (\$.44) per mile. The City will continue to supply a city vehicle.

APPENDIX IV - INSPECTIONAL & NURSING SERVICES (Community Health Coordinator and Nurse Leader)

Section 1. Salary Step Advancement: The City agrees that the step raise schedule is a part of the contract. Steps occur annually.

Effective 07/01/2022 2.00%
Effective 07/01/2023 2.00%

EFFECTIVE 7/1/2022	2.00%						
CHC/Nurse Leader	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	\$1,270.60	\$1,317.59	\$1,364.72	\$1,411.99	\$1,459.14	\$1,506.23	\$1,553.43

EFFECTIVE 07/01/2023	2.00%						
CHC/Nurse Leader	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
	\$1,296.02	\$1,343.94	\$1,392.01	\$1,440.23	\$1,488.32	\$1536.36	\$1584.50

Nurse Leader Stipend amount
\$7,500 stipend (based on 46 weeks) \$ 197.87

Stipend reimbursement will be added to the base salary, so long as grant monies are available.

If the City receives notification from the state that no reimbursement will be forthcoming, the City agrees to reopen the contract to discuss stipend amounts only.

Section 2. Travel Allowance:
Travel money will be \$.44 cents per mile.

Section 3. Work Year:
School Nurse Leader to work 46 weeks per year and will be on the school nurse calendar. The Nurse Leader will work one week prior to the school beginning and one week after school gets out. Extra time in the summer (approved by the Director) will be accrued as straight time.

Section 4. School Nurse Association:
School Nurse Association: The City agrees to provide one (1) membership for the Nurse Leader/Community Health Coordinator in the School Health Nurse Association.

Section 5. Tuition Reimbursement:
Subject to the operating needs of the Health Department and the approval of the Director of Inspectional Services, reasonable time off will be granted to employees to attend professional or education meetings, conferences, workshops and seminars. All fees and reasonable travel expenses for said meetings to be paid by the City.

Section 6. Bi Weekly Payroll: The City reserves the right to change its weekly payroll process to a bi-weekly basis for the employees of the City of Haverhill. The City will provide written notice to the Union ninety (90) days prior to implementation of the bi-weekly process which shall not be sooner than July 1, 2014.

Section 7. Time and Attendance Software: The City reserves the right to implement a time and attendance software program to help monitor employee time and attendance, which will simplify time card and attendance tracking, data entry and time-off approval processing. The City will provide written notice to the Union ninety (90) days prior to the implementation of this software.

