

LABOR AGREEMENT

BETWEEN

THE CITY OF HAVERHILL

AND

THE ANIMAL CONTROL OFFICERS, POLICE MECHANICS, POLICE BUILDING  
MAINTENANCE CRAFTSMEN/CUSTODIANS  
and PUBLIC PROPERTY BUILDING CUSTODIANS GROUP  
TEAMSTERS LOCAL #170



JULY 1, 2021 to JUNE 30, 2024

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## AGREEMENT

### ANIMAL CONTROL 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 wellbeing 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 Animal Control Officers, Police Mechanics, Police Building Maintenance Craftsmen/Custodians and Public Property Custodians in the City of Haverhill.

#### ARTICLE 2: UNION MEMBERSHIP

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 covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a week basis for all weeks worked. The employer 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 a 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 employer's premises for the purpose of discussing DRIVE participation on the premises provided such access shall not interfere with the conduct of

the employer's business.

**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 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 5: 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 Animal Control Officers.

## ARTICLE 6: HOURS OF WORK AND OVERTIME

**Section 1. Animal Control Officers:** The work week for Animal Control 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 2. 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 (1) 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 3. 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 4. 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 7: WAGES AND PRIVATE PAID DETAILS

### Section 1. Animal Control Officers

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

Effective 7/1/2021	1.75%	Step 1	Step 2	Step 3	Step 4
Senior Animal Control Officer			\$755.49	\$778.15	\$843.58
Animal Control Officer			\$664.53	\$684.47	\$747.09
Effective 7/1/2022	2.00%	Step 1	Step 2	Step 3	Step 4
Senior Animal Control Officer		890.57	\$921.74	\$1,000.00	\$1,035.00
Animal Control Officer		840.00	\$869.40	\$899.83	\$931.32
Effective 7/1/2023	2.00%	Step 1	Step 2	Step 3	Step 4
Senior Animal Control Officer		908.38	\$940.17	\$1,020.00	\$1,055.70
Animal Control Officer		904.88	\$934.87	\$965.91	\$998.03

**Clothing Allowance:** Each Animal Control Officers 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 Animal Control 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 7/1/2021	1.75%	Step 1	Step 2	Step 3	Step 4
Police Mechanics (ME Repairmen)		\$20.26	\$21.72	\$23.07	\$24.34
Effective 7/1/2022	2.00%	Step 1	Step 2	Step 3	Step 4
Police Mechanics (ME Repairmen)		\$32.50	\$33.64	\$34.81	
Effective 7/1/2023	2.00%	Step 1	Step 2	Step 3	Step 4
Police Mechanics (ME Repairmen)		\$33.15	\$34.31	\$35.51	

**Clothing Allowance:** After six (6) months of service, Police Mechanics will receive a Clothing Allowance of Six Hundred (\$600.00) 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 Six Hundred (\$600.00) 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 7/1/2021	1.75%	Step 1	Step 2
Building Maintenance Craftsperson/Custodian		\$767.79	\$813.86
Effective 07/1/2022	2.00%	Step 1	Step 2
Building Maintenance Craftsperson/Custodian		\$783.14	\$830.13
Effective 07/1/2023	2.00%	Step 1	Step 2
Building Maintenance Craftsperson/Custodian		\$798.80	\$846.74

**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 \$325.00 per year. Such allowance to be paid the first week in July.

**Section 5. Building Custodians** Step raises shall be six (6) months apart from date of hire or advancement.

Effective 7/1/2021	1.75%	Step 1	Step 2	Step 3	Step 4	Step 5
Custodian		\$737.97	\$765.30	\$792.64	\$819.97	\$844.03
Effective 7/1/2022	2.00%	Step 1	Step 2	Step 3	Step 4	Step 5
Custodian		\$836.37	\$860.91	\$891.04	\$922.23	\$954.50
Effective 7/1/2023	2.00%	Step 1	Step 2	Step 3	Step 4	Step 5
Custodian		\$853.10	\$878.13	\$908.86	\$940.67	\$973.59

**Clothing Allowance:**

Effective 7.1.10 After six (6) months of service, the employee will receive a clothing allowance of \$325.00 per year. Such allowance to be paid the first week in July.

**See attached salary ordinance.**

It is agreed that the current employee on the Police Mechanic salary scale will remain at Step 1 of the 7/1/22 scale until his next 6-month anniversary date and will advance to the next step in accordance with the contract language. It is agreed that the current employee on the Sr. Animal Control Officer salary scale will move to Step 3 of 7/1/22 scale until her next 6-month anniversary date and will advance to the next step in accordance with the contract language. It is agreed that the current employee on the Custodian salary scale will remain on Step 3 of the 7/1/22 scale until her next 6 month anniversary date and will advance to the next step in accordance with the contract language.

**Section 6. Longevity**

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

**Section 7. 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 8. 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 timecard 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 9: Mileage:** Increase the travel mileage to \$.44/mile effective July 1, 2013.

**Section 10. No retro pay:** 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.

**ARTICLE 8: 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 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 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 may be 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, grandchild, 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.

## **ARTICLE 9: HOLIDAYS**

**Section 1. Animal Control Officers, 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. 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.

In each year where December 24<sup>th</sup> (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 24<sup>th</sup> 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 24<sup>th</sup>, 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) (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 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 10: 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) weeks' 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 21<sup>st</sup> 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 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 Office by November 1<sup>st</sup> of each year for submission to the Mayor no later than November 15<sup>th</sup> 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 11: 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 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 Flexible Spending Account will be \$2,500 (\$2,550 per plan year beginning 7/1/15). 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 Accounts 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.

## **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 rates 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, 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 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 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 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 to work forthwith.

## **ARTICLE 19: 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 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 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 20: 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 21: 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 22: 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 23: TERMINATION**

This Agreement shall take effect on July 1, 2021 and shall remain in full force and effect through June 30, 2024.

Any and all changes effective July 1, 2021 shall be retroactive as of July 1, 2021.

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 TO FORM:

CITY OF HAVERHILL

  
City Solicitor

  
Its Mayor

Teamsters Union Local 170

  
James Marks, Business Agent