

Memorandum of Agreement
Between
THE CITY OF HAVERHILL and
THE WATER/WASTEWATER OFFICE & TECHNICAL GROUP – Teamsters Local #170

Submitted to Council 12/4
Off table 12/18/18

Two-year contract:

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

Wages

Amend Article VIII: WAGES AND CLASSIFICATIONS Section 1 (Appendix A & B)

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

Hours of work

Amend Article VII: HOURS OF WORK AND OVERTIME

Effective upon passage and funding by the City Council, the hours of the Executive Assistant and Head Account Clerk positions will increase from 35 hours per week to 40 hours per week. Schedule to be determined.

Professional Development

Article VIII: WAGES AND CLASSIFICATIONS

Remove language from Section 1 of Appendix A and Section 2 of Appendix B and rename as Professional Development and insert in its place the following:

Effective 7-1-18, members shall receive a yearly professional development allowance in the amount of \$200.00 per year.

Holiday language

Add to Article IX: HOLIDAYS

Add new section (4) regarding Christmas holiday hours:

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

DRIVE language

Add to Article II: UNION SECURITY

Add new section (3) DRIVE with the following language:

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

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

New England Teamsters Federal Credit Union language

Article III: CHECK OFF PAYROLL DEDUCTION OF UNION DUES Section 2

Replace current language with the following language:

The City agrees to deduct a certain specific amount each week from the wages of those employees who shall have given the City written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each month. The City shall not make deductions and shall not be responsible for remittance to the Credit Union for any deduction for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions. The Union agrees that it will indemnify and hold the City and its agents harmless from any claim, action, omission or proceeding by any employee arising from deductions made by the City under this Article.

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

Agency fee language

Amend Article II: UNION SECURITY

Remove Sections 1-4 and in its place insert the following:

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

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

Membership in the Local Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and in Accordance with GL Chapter 150 E as amended equally without regards to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit.

Payment of dues for present employees shall commence thirty one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty one (31) days following the date of employment.

Consolidated MOAs and contract


Integrated contract to be completed

All terms and conditions of the current CBA to remain in full force and effect. This agreement is subject to ratification by the Union and appropriation by the City Council.

Date: _____


James J. Fiorentini, Mayor

William D. Cox, Jr., City Solicitor


James Marks, Teamsters Business Agent

Shop Steward (W/WW Office & Tech Group)