

**LABOR AGREEMENT
BETWEEN**

*THE CITY OF HAVERHILL
AND
THE HAVERHILL POLICE PATROLMEN'S ASSOCIATION*

JULY 1, 2012 - JUNE 30, 2014

This agreement modifies the existing collective bargaining agreement 07/01/2008 – 07/01/2012 for the term of 07/01/2012 – 07/01/2014. All terms of the existing collective bargaining agreement are extended except as they are modified by this agreement. Unless otherwise provided, all provisions of this agreement become effective on the date the contract has been ratified both by the Union Membership and funded (or otherwise approved) by City Council.

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***THE CITY OF HAVERHILL
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JULY 1, 2012 - JUNE 30, 2014

1 RECOGNITION

The City of Haverhill hereby recognizes the Haverhill Police Patrolmen's Association as the sole and exclusive bargaining agent for all regular Police Officers of the Haverhill Police Department of the City of Haverhill, specifically excluding the Deputy Chief, Chief of Police, Captains, Lieutenants and Sergeants. The rights of the City of Haverhill and employees of the Police Department of the City of Haverhill covered by this Agreement, shall be governed by the provisions of this Agreement and the City of Haverhill and the Haverhill Police Patrolmen's Association hereby agree that they shall both become and remain bound by the terms and conditions of this Agreement for the orderly settlement of all questions covered therein.

2 NON-DISCRIMINATION

The City of Haverhill hereby agrees not to discharge or discriminate in any way against employees covered by this Agreement for their Association membership or their activities in said Association.

In addition, there shall be no discrimination by the Association or the City against any employee because of race, creed, color, national origin, age, sex, handicap or sexual preference. The City and the Association 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, age, sex, handicap or sexual preference. The City and the Association will maintain a policy of affirmative action in regard to discrimination.

3 UNION BUSINESS LEAVE

All employees covered by this Agreement who are Officers of the said Association or who are appointed by said Association as members of said Association's Collective Bargaining Negotiating Team, shall be allowed time off for negotiation conferences, grievance purposes or disciplinary hearings with the City's Administration or the Chief of the Department without loss of pay or benefits and without the requirement to make up said lost time. The Association agrees that at any one time there shall be no more than two (2) on-duty non-participating members present at any negotiating conference and no more than two (2) on-duty non-participating members at any grievance or disciplinary hearing. The Association Officers shall be allowed to send delegates to conventions to the extent of four (4) persons for two (2) days in any one year.

The Association agrees that it shall maintain the current practice of: 1) notifying the Chief of Police of any Association meeting, 2) The Association, acting as a private contractor, hiring and paying of officers as a private detail for such meeting, and 3) maintaining the number of Officers on duty as required.

Union Bulletin Board:

The City shall continue to provide an area for the union bulletin board outside the current HPPA union office in the police department (match wall size), for posting of HPPA Union notices concerning HPPA Union business and activities.

4 INDIVIDUAL AGREEMENTS

The employer agrees that it will not enter into any individual or collective agreement with any employees covered by this Agreement, which is contrary to this Agreement, without prior written approval and consultation with said Association.

5 MANAGEMENT RIGHTS

It shall be the function of the City of Haverhill to determine the mission of the Police Department of the City of Haverhill, set standards or services to be offered to the public, and exercise control over the Police Department organizations and operations. It shall be the right of the City of Haverhill to direct its employees and take disciplinary actions against any of its employees for cause. The City of Haverhill retains the right to determine the methods, means and personnel by which the Police Department's operations are to be conducted so long as said means, methods and rules governing said personnel are not contrary to this Agreement. This Article shall not be construed as to preclude any employee procedures concerning any decision made by the City of Haverhill that may concern wages, hours or conditions of employment.

6 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.

The City will call for a departmental promotional exam every two years.

7 WORKING OUT OF GRADE

Any employee in the Police Department of the City of Haverhill working out of grade shall be compensated at the rate which he/she would receive if promoted to that rank under the following conditions.

- (a) An employee performing the duties of a person of a higher grade because of a vacant position in that grade shall be paid when the position is open for one (1) full tour of duty.

(b) An employee performing the duties of a person of a higher grade because of sick leave, injury leave or death leave, shall be paid if the position is open twenty-four (24) consecutive hours.

(c) An employee assigned to a position of a higher grade at his/her own request because of a disability preventing him/her from performing the duties of his/her own grade shall be exempt from this section.

8 HOURS OF WORK

(a) The Four-and-Two (4/2) Shifts.

The regular work week of the members of the Police Department shall consist of four (4) shifts as follows:

(1) The hours of the day shift will be from 8:30 a.m. to 4:30 p.m. The hours of the early night shift will be from 4:30 p.m. to 12:30 a.m. The hours of the late night shift will be from 12:30 a.m. to 8:30 a.m. There shall be a shift from 6:00 p.m. to 2:00 a.m.

(2) Each of the first three (3) shifts referred to in Paragraph (a) shall be divided by the Chief of Police or his/her representative into three (3) groups (1,2,3) as near as possible and allocated therein so that in each seven (7) days of employment each shift member shall have two (2) days off in reverse rotating order. This will result in each group so divided working four (4) consecutive days and being off two (2) consecutive days.

(3) The fourth shift, 6:00 p.m. to 2:00 a.m. shall operate from Saturday through Thursday and the shift shall be from 7:00 pm. to 3:00 a.m. on Friday. Any officer may volunteer to work the 7:00 p.m. to 3:00 a.m. shift on any day and shall have the right to return to the 6:00 pm. to 2:00 a.m. shift upon two (2) weeks written notice to the Chief.

(4) In further explanation of the manner in which the groups referred to in Article 8 Section A2 will be off, the following will be the operation of their days off:

In the first seven (7) day period, Group One shall be off on Thursday and Friday.

In the second seven (7) day period, Group One shall be off Wednesday and Thursday.

In the third seven (7) day period, Group One shall be off Tuesday and Wednesday.

In the fourth seven (7) day period, Group One shall be off on Monday and Tuesday.

In the fifth seven (7) day period, Group One shall be off Sunday and Monday.

In the sixth seven (7) day period, Group One shall be off Saturday and Sunday and then Group One will begin a new six (6) week schedule with days off as set out in the first sentence above.

(5) In the same first seven (7) day period, Group Two shall be off Sunday and Monday, and Group Three shall be off Tuesday and Wednesday. In the succeeding weeks, the day off schedule for each group or shift will be in a similar reverse rotating order as set out for Group One above and will repeat every six (6) weeks.

(6) Patrolmen will be granted six (6) calendar days' notice of any change in work group.

(b) The Five-and-Two (5/2) Shifts.

The work schedule of employees on the 5/2 shifts shall consist of five consecutive 8 hour shifts followed by 2 days off. The workdays will be Monday through Friday with Saturday and Sunday off. Employees on the 5/2 schedule will get Holidays off and will receive the same number of days off each year as those on 4/2 schedules in accordance with department practice.

The department may create new 5/2 positions and specialty positions after giving ten (10) days written notice to the Union. The department may solicit applications from interested employees before filling new or vacant 5/2 positions, but the department reserves the right to choose whom it wants for the position.

The department shall provide a list of all 5/2 positions to the union as changes occur or at the unions requests, no more than twice a year.

The Chief of Police can set the 5/2 shifts hours as follows:

7am-3pm, 730am-330pm, 8am-4pm, 830am-430pm, and EN shift 4pm-12am; this will include the "split shift" as described in this article.

- (c) The fifth (5th) shift, five and two (5/2) split shift for Narcotics and/or Detectives positions. The hours consist of (2) two nights shifts from 4pm-12am followed by (2) two day shifts from 8am-4pm, on a rotating basis Monday through Friday with weekends off (Saturday and Sunday off).
- (d) The sixth (6th) shift, four and two (4/2) split shift for patrol positions. The schedule consists of (2) two night shifts from 430pm-1230am followed by (2) two day shifts from 830am-430pm, on a rotating basis. All split shifts shall be bid on by the departments Patrolmen's Seniority List.
- (e) The seventh (7th) shift, four-and-two (4/2) shifts, on a rotating basis, with the following overlapping hours:
Days 730am-1530pm, Early Nights 1530pm-2330pm, and Late Nights 2330pm-0730am. All overlapping shifts shall be bid on by the departments Patrolmen's Seniority List, and as described in Article 25.

Overlapping shifts shall be included in all regular shift bids.

9 PRIVATE PAID DETAILS AND OVERTIME

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

- (a) All private details will be assigned by the Chief or his/her designee, on a voluntary basis, distributed as evenly as possible among officers on a rotating basis.
- (b) No such assignment shall be made until the person or organization requesting the same has agreed to pay the following rates:
 - 1. Effective July 1, 2012 the rate shall be Forty-One dollars (\$41) per hour, with a four (4) hour minimum. Effective July 1, 2013 the rate shall be Forty-Four dollars (\$44) per hour, with a four (4) hour minimum. Payment of the new rate shall commence upon ratification by the Union and approval by the City Council and there shall be no retroactive payments.

2. Any work in excess of four (4) hour minimum shall be for another period of four (4) hours unless the officer was hired for a specific amount of hours. Any hours worked in excess of eight (8) shall be compensated at the rate of 1.5 times the detail rate.

3. The detail rate for all Holidays shall be compensated at double time. Any hours worked in excess of eight (8) shall be compensated at triple time. Holidays will include New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, the night before Thanksgiving, Thanksgiving Day, Christmas Eve and Christmas Day. All "eve's" start at 4:30 p.m.

4. The department will bill all vendors for services rendered. The practice of an Officer taking payment for details and turning it into the Officer in charge will cease. The only exception to this is for unauthorized contractors. If directed by the chief or his designee, the officer shall accept payment by check, payable to the City of Haverhill prior to commencing the detail.

(c) Strike detail pay will be set at double time of the current detail rate with triple time for any hours worked in excess of eight (8).

The City and the Union agree to abide by the JLMC 02-31PS Award.

All assignment 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 and whether or not the Officer accepted or refused the same.

All assignments for private details, extra shifts or overtime shall be distributed to all regular Police Officers prior to being offered to reserves or retired officers.

The City of Haverhill shall appropriate funds pursuant to the provisions of G.L. c.44, Sec. 53C to insure that Bargaining Unit members are compensated for such paid details in the following pay period.

In the event that the City of Haverhill is unable to collect the monies due from the private employer for the services rendered, the individual employee or employees who performed the services and were compensated by the City, shall repay the City for the money so received. All members of the Bargaining Unit shall cooperate with the City in collecting such monies.

For the purpose of this Agreement, "inability to collect" shall mean a certification from the City Solicitor that the City has obtained a judgment against the private employer and a refusal to pay continues or an opinion that the employer is unable to pay by reason of bankruptcy, death or equivalent. Any non-cooperation on the part of the individual employed in collecting said monies shall make the employee immediately liable to the City for the monies owed the City.

10 VACATION

All members of the Police Department shall be granted a vacation without loss of pay as provided for in the Personnel Rules and Regulations of the City of Haverhill. Said vacation

period shall commence on the first day in January and run through the last day in December. Members of the Department shall submit requests for vacations to the Chief of Police of the Department or whomever he/she designates and said Chief shall approve said vacation leaves at such times during the vacation year as shall best serve the public interest.

In addition to the rate of vacation days as established in the Personnel Rules and Regulations, each member shall be eligible for an additional one day per year after thirty years (30) of service up to a maximum of one (1) additional week of vacation over that established by said Rules and Regulations.

11 HOLIDAYS

The following holidays shall be paid holidays for all members of the Department: New Year's Day, Martin Luther King Day, President's Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day, Holiday pay shall be eight (8) hours pay at the regular hourly rate and shall be paid to each employee over his/her regular weekly salary, whether he/she worked the holiday, was on vacation, emergency leave, injury leave, sick leave or death leave. Officers may elect to earn a "Day Due" or take pay.

In addition to holiday pay under Article 11 and in addition to compensation for hours worked, employees will receive four (4) hours of additional pay for each shift worked on the holiday. Such compensation will be considered prorated and member shall be compensated this additional pay, or "Time and a half" pay, for *any* hours worked on a Holiday. Example: ½ hour additional pay for every 1 hour worked, 2 hours additional pay for every 4 hours worked.

Payment of the new prorated rate shall commence upon ratification by the Union and approval by the City Council and there shall be no retroactive payments.

12 CLOTHING ALLOWANCE

It is hereby specifically agreed that any protective equipment required by an officer for the performance of his/her duty shall be supplied by the City. Protective clothing such as Bullet Proof Vest, Guns, Police Radio equipment, Riot Gear, such as helmets, large Batons, Shields, masks, and gloves shall be supplied by the City at the City's expense at the expiration of such or replacement of such. The purpose of which is to insure that the City Police Officers have maximum protection in performing their duties.

Any requirements for a new, original issue or item 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.

13 SICK LEAVE

Section 1. Sick leave shall be governed and regulated according to the Personnel Rules and Regulations for sick leave benefits for all municipal employees, attached hereto as Appendix "A" and incorporated herein.

Section 2. When an employee is out on sick leave for four (4) consecutive workdays, the Chief 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 Chief's option to be examined by the City doctor). The Chief 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 Chief'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 Chief 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 Chief 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 Chief'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 Chief's good faith decision to issue a Notice of Intent will be subject only to an arbitrary and capricious standard.

An employee who takes no sick leave during one (1) calendar quarter will be entitled to one additional perfect attendance day which must be used in the next calendar quarter.

Effective 01/01/2014, for each quarter work year of perfect attendance at work by a member, eight (8 hours) of annual leave will be granted. If a member maintains perfect attendance for one year (four quarters), forty (40 hours) annual leave will be granted. Such hours of annual leave must be taken during the next working quarter with the approval of the chief or his/her designee. Bereavement leave, personal leave, and vacation leave shall not be considered as absences in applying to this provision. This provision shall not include members on Section 111F.

Section 3. A sick leave bank shall be credited and administered by five individuals, being members of the association, and also persons who shall participate in the Sick Leave Bank. It is understood and agreed that the intent of the parties in creating the Sick Leave Bank Committee (hereinafter SLBC) is to remove all matters pertaining to the sick leave bank from the grievance and arbitration procedure. Therefore, all decisions as to eligibility, contract interpretations or rules and regulations the SLBC might make in administering the bank shall be final and binding, and shall not be subject to the grievance and arbitration procedure. Decisions shall be made by the majority vote of the members of the SLBC. However, if the members of the SLBC reach an impasse on any of the provisions of this Sick Leave Bank section then the participating members shall select an independent third party to hear the merits of the issue and whose vote shall resolve the impasse.

a) Membership:

To be eligible for Bank Days, a member must have an accumulation of at least thirty (30) days of sick leave since his/her employment or at least forty (40%) percent of the maximum accumulation available to the member since his/her last prolonged illness. No sick leave days shall be granted until an employee exhausts his/her sick leave accumulation.

Employees desiring membership in the Bank shall donate initially five (5) days from his/her then accrued sick leave accumulation. Employees must make the initial donation within sixty (60) calendar days after the execution of this Agreement, or as soon thereafter as an employee accrues the requisite number of days for eligibility, including the initial five (5) day donation. Failure to make the initial donation within the time limits set forth above shall disqualify an employee from obtaining membership until the next contract year (July 1) when membership may again be sought in accordance with the procedure set forth above.

Members of the bank shall donate three (3) days per contract year thereafter to remain in the bank. All donations shall be deducted from an employee's sick leave accumulation.

b) Benefits.

Members of the Bank shall be eligible to withdraw days from the Bank in accordance with the following provisions:

- (1) For the purpose of this Agreement "prolonged illness" shall mean an illness for five (5) or more consecutive regularly scheduled working days.
- (2) Members whose sick leave accumulation falls below thirty (30) days after they are admitted to the Bank, where usage of sick leave was not the result of prolonged illness shall have their membership status reviewed by the Committee. The Committee may suspend a member from the Bank if it deems such action to be in the best interest of the Bank.
- (3) A member may withdraw from the Bank at any time upon notice, and shall be refunded any deposits made in excess of the number of sick bank days he/she may have been granted during his/her employment, provided that there are sufficient number of days in the Bank to cover the requested withdrawal.

c) Administration.

The SLBC shall publish such rules or regulations which it may make from time to time including, but not necessarily limited to doctor's certificates and maximum withdrawals per prolonged illness, and so forth. Any such rules and regulations shall supplement the provisions set forth above, and shall not be within the purview of the grievance and arbitration procedure.

It is understood and agreed that any employee granted sick bank days shall return to work, when he/she becomes physically capable, for a minimum of ten (10) regularly scheduled working days subsequent to the prolonged illness or shall refund to the City the amount of money paid such employee during the prolonged illness.

Sick leave days on deposit in the bank shall not exceed a maximum of two hundred (200) days.

14 DEATH LEAVE

Death leave shall be granted to all employees of the Haverhill Police Department. Death leave shall be in the amount of five (5) days for a parent, spouse or child; in the amount of three (3)

days for a brother, sister, grandparent, spouse's parents or grandchild; and in the amount of one (1) day for Aunt, Uncle, Brother-in-law, Sister-in-law.

15 INJURY LEAVE

Members of the Police Department who are injured in the line of duty shall receive full pay while their incapacity exists, or until the date of their disability retirement. All as set out in the Massachusetts General Laws. All injuries and recurrences of injuries shall be reported as required by the City of Haverhill's policy titled "Reporting a Work-Related Injury". The rights of the parties that are set forth in this Agreement shall be supplemental to those which now exist in the Ordinances of the City of Haverhill and the General Laws of the Commonwealth of Massachusetts, more specifically, Chapter 41 thereof.

Upon the reporting of on-duty injury or the reoccurrence of a prior injury, the employee shall submit to a physical/mental health examination as directed by the Chief of Police at the City's expense, and shall provide all relevant medical records. An employee who has been directed to an occupational health examination shall appear for said appointment. An employee on injured leave may be required to submit to a physical/mental health examination at any time, as directed by the Chief of Police, relative to the injury for which the employee is on leave and shall provide all relevant medical records.

Injured/Sick Leave – Light Duty: An employee on injured leave as a result of an on-duty injury may, at the City's option, be required to return to perform those police functions that a medical doctor certifies that the employee could perform without aggravating the injury. An employee using sick leave time because of an injury may, at his/her option, return to work to perform whatever police function a doctor certifies that the employee can do without aggravating his/her injury.

The doctor shall be a doctor proposed by the City and agreed upon by the Association. The Association shall respond to the proposal of the City as to a doctor within three calendar days, otherwise, the City's proposed doctor shall be deemed to be accepted.

An employee who is injured On-duty, who returns to work on light duty status, which is to perform whatever police function a doctor certifies that the employee can do without aggravating his/her injury, may consent to be temporarily re-assigned to another shift than his/her current assigned shift, if the Chief of Police and the Officer both consent to the temporary shift change. An employee who is injured Off-duty, who returns to work on light duty status, which is to perform whatever police function a doctor certifies that the employee can do without aggravating his/her injury, may be temporarily re-assigned to another shift than his/her current assigned shift, at the discretion of the Chief of Police.

Officers that consent or are otherwise assigned to the temporary shift change, who are reassigned from Early-nights or Mid-nights to Days will not lose the 10% night shift differential. Also, Officers that consent or are otherwise assigned to the temporary shift change, who are reassigned from Days to Early-nights or Mid-nights will continue to receive the 10% night shift differential.

The Association agrees to the immediate implementation of these revised policies and that these policies shall apply to all employees upon the granting of injured duty leave or the commencement of sick leave without any waiting period. In consideration the City shall pay annually to each employee covered by this agreement a stipend of \$300.00, to be payable the first week of February of each year commencing February 2014.

16 HOSPITALIZATION COVERAGE

The City of Haverhill hereby agrees to pay seventy-five (75%) percent of the premium contribution for the Preferred Provider Organization (PPO) coverage and the Health Maintenance Organization (HMO) coverage on all members of the Police Department and further agrees to maintain in force and effect the same benefits and type of coverage presently in force and effect for the term of this Contract. The parties acknowledge that health insurance plan designs and other benefits (such as, but not limited to, a Health Reimbursement Arrangement) shall be determined utilizing the statutory procedure set forth in MGL c. 32B, s. 21-23 for so long as the Haverhill City Council has accepted the provisions of same.

New employees hired after July 1, 2013 shall pay a thirty percent (30%) Employee Health Insurance contribution rate for both the PPO and HMO products.

Employees may participate in the City's Canadian Prescription Drug Program. The City may withdraw from participation in this program by providing employees with a thirty (30) day notice.

Health Reimbursement Arrangement (HRA) All full time employees are eligible for existing health insurance offerings by the City of Haverhill, including any Health Insurance Reimbursement Arrangement (HRA).

Opt Out Plan

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

17 GRIEVANCE PROCEDURE

Should any employee or group of employees feel aggrieved concerning his/her wage, hours or conditions of employment, which wages, hours or conditions of employment are controlled 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 or unjust discrimination or any matter or condition of his/her or their health and safety, adjustment shall be sought as follows:

(a) The Association shall submit such grievance in writing within one (1) year from the alleged contract violation to the Chief of the Police Department of the City of Haverhill, setting forth the nature of his grievance. Within twenty-four (24) hours after the said Chief or his/her designee receives said grievance, he/she shall arrange to and shall meet with the representatives of the Association, for the purpose of adjusting or resolving said grievance. The Association shall be informed of the reason for denial of a grievance, if the Chief of Police in written form has provided such a denial.

(b) If such a grievance is not resolved to the satisfaction of the Association by the Chief within twenty-four (24) hours after such meeting, or if the Chief notifies the Association in writing that he/she does not want to hold a meeting, or if the Chief does not hold a meeting within twenty-four (24) hours following written notice to him/her of said grievance, the Association may submit such grievance in writing within forty-eight (48) hours thereafter to the Mayor of the City of Haverhill. Within five (5) days after receiving the grievance, the Mayor shall arrange to and shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

(c) The Mayor shall, within five (5) days of the hearing, make a decision thereon, in writing, and forward a copy of the same to the Association and the individuals concerned.

(d) In the absence of a decision within said five (5) days or if the Association is not satisfied with the decision of the Mayor in resolving or determining or rectifying said grievance, then the said Association may, within ten (10) days of receipt of a written decision of the Mayor, notify the City of Haverhill that it intends to submit the matter to the American Arbitration Association for final determination thereof. Upon completion of said notice, the Association shall, without undue delay, prepare and file the grievance with the American Arbitration Association with a request to appoint an Arbitrator for the final determination of this grievance. The cost of arbitration shall be split evenly between the parties. Saturdays, Sundays and holidays shall be disregarded when computing any of the above time periods. The arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this Agreement.

The provisions as set out above shall not be construed as to preclude either the City of Haverhill or the Haverhill Police Patrolmen's Association from submitting any matter concerning the negotiation of any contract concerning wages, hours of conditions of employment to the Massachusetts Board of Conciliation and Arbitration, pursuant to Chapter 150E.

18 MILITARY LEAVE

Military leaves which are required for the employees covered under this Agreement shall be in accordance with the General Laws of the Commonwealth of Massachusetts and any ordinances of the City of Haverhill supplemental thereto.

19 OVERTIME

All hours worked in excess of eight (8) hours on any tour shall be compensated for at time and

one half the employee's regular hourly rate of pay. Members on duty held over for any reason shall be granted a minimum of two hours' pay and overtime work in excess of two (2) hours shall be compensated for to the next half hour. Members called back to work when off duty for any reason shall be compensated for at least four (4) hours in the event that overtime actually worked is less than four (4) hours. This article shall not apply to scheduled work.

Overtime will be defined as time worked by officers in excess of their normal shift hours or in excess of their normal weekly work hour's schedule. This computation for purposes of determining payment of overtime pay will exclude vacation, sick leave and/or day(s) off and these will be considered to be days worked for the purposes of computation of overtime.

Members of this Association and the Chief of Police agree to the following policy in regards to members being held over and forced to work any hours outside of their regularly assigned shift hours. All members agree to be held in accordance with this policy. Any violation of the terms of this policy will be considered a violation of this collective bargaining agreement. The terms of this agreement shall not be changed or altered without prior written approval of both this Association and the Chief of Police, and as set forth in the provisions of this agreement. **(add existing Hold-Over Policy)**

All members held over and forced to work any overtime against their will, shall not be charged in the "overtime tracking" program for such hours worked or further be penalized for his/her availability for future overtime due to these hours worked; pending Superior Officers' Union agreement. The provisions of this paragraph shall be effective upon agreement of the same language with the Superior Officer's Union.

20 RIGHTS AND PRIVILEGES

All 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. All other benefits and/or rights enjoyed by the employees covered by this agreement which are now governed by municipal ordinances or State Law and which are not in conflict with this Agreement shall remain in full force and effect.

All Officers will be allowed to have goatees as defined in the Police Rules and Regulations. The implementation of cargo pants on private details will be allowed at this time with the consideration of integrating them as part of the regular patrol Officers uniform in the future. All members of the Union will be allowed to display their Union pins on their uniform. The place where this pin may be displayed will be discussed with the Chief and will be mutually agreed upon.

21 SALARIES

Salaries of Police Officers covered by this Agreement for the period covered by this Agreement shall be as set out below.

Starting Step: Employees will remain in the starting step for one year and will then progress to the next step on the salary scale.

Fifth Step: Employees will move to this step upon the fifth anniversary of their employment. The City may advance an employee to the 5th step at any time before the employee's fifth anniversary if the employee has received a superior performance evaluation under the performance evaluation program which has been developed by the parties.

Training Pay:

Effective August 22, 2006 the stipend of Ten Dollars (\$10) per week shall be counted as regular compensation.

In exchange for the benefits provided in this section, the employees will refrain from charging the City for travel time to the annual NERPE training. The current 8 hour off the clock training shall hereafter be on the clock and officers not on the day shift may be reassigned to the day shift for said 8 hours of training as may be designated by the Chief of Police each fiscal year.

Effective 6/30/14 at 11:59pm, the City of Haverhill and the members of this Association agree to omit monetary amounts shown below and further agree to add the accumulative amount of two thousand six hundred fifty dollars (\$2,650.00) to the base pay increasing all pay steps accordingly. Omit the following language: Article #36 - Hazardous Duty Pay - \$2,150.00; Article #34 - Shooting Allowance - \$400.00; Paragraph 9 of Article #27 - Law reading material - \$100.00.

Wage Scale A

EFFECTIVE 7/1/2012 1.5%	Start	Year 1	Year 2	Year 3	Year 5
	\$753.34	\$825.27	\$880.57	\$935.66	\$969.33
EFFECTIVE 7/1/2013 1.5%	Start	Year 1	Year 2	Year 3	Year 5
	\$764.64	\$837.65	\$893.78	\$949.69	\$983.86
EFFECTIVE 6/30/2014	Start	Year 1	Year 2	Year 3	Year 5
	\$815.60	\$888.61	\$944.74	\$1,000.65	\$1,034.82

Wage Scale B

EFFECTIVE 7/1/2012 1.5%	Start	Year 1	Year 2	Year 3	Year 5
	\$684.86	\$750.24	\$800.52	\$850.60	\$881.20
EFFECTIVE 7/1/2013 1.5%	Start	Year 1	Year 2	Year 3	Year 5
	\$695.13	\$761.49	\$812.53	\$863.36	\$894.42
EFFECTIVE 6/30/2014	Start	Year 1	Year 2	Year 3	Year 5
	\$746.09	\$812.45	\$863.49	\$914.32	\$945.38

Wage Scale C

EFFECTIVE 7/1/2012 1.5%	Start	Year 1	Year 2	Year 3	Year 5
	\$627.79	\$687.72	\$733.81	\$779.71	\$807.77
EFFECTIVE 7/1/2013 1.5%	Start	Year 1	Year 2	Year 3	Year 5
	\$637.20	\$698.04	\$744.82	\$791.41	\$819.88
EFFECTIVE 6/30/2014	Start	Year 1	Year 2	Year 3	Year 5
	\$688.16	\$749.00	\$795.78	\$842.37	\$870.84

Wage Scale D

EFFECTIVE 7/1/2012 1.5%	Start	Year 1	Year 2	Year 3	Year 5
	\$602.68	\$660.22	\$704.46	\$748.52	\$775.46
EFFECTIVE 7/1/2013 1.5%	Start	Year 1	Year 2	Year 3	Year 5
	\$611.72	\$670.12	\$715.03	\$759.75	\$787.09
EFFECTIVE 6/30/2014	Start	Year 1	Year 2	Year 3	Year 5
	\$662.68	\$721.08	\$765.99	\$810.71	\$838.05

22 LONGEVITY

There will be longevity payments in the first pay period of November in accordance with the following schedules:

<u>Years of Service</u>	<u>Compensation</u>
After fifth (5) year	\$ 400
After tenth (10) year	600
After fifteenth (15) year	800
After twentieth (20) year	1000
After twenty-fifth (25) year	1200

Additional Premium

After twenty-two (22) years of service computed by counting reserve time, as well as regular time, employees will be entitled to a three percent (3%) premium on their base pay. This premium shall be paid weekly and it shall not apply to overtime, Quinn Bill or any other benefits. The premium shall be paid to each eligible employee for three (3) years, after which the premium will lapse for that employee. To activate this provision the employee must notify the Chief of Police one (1) month in advance, in writing, along with verification of years of service from the Haverhill Retirement Board.

The provisions of the above paragraph will remain in effect for those Bargaining Unit members currently receiving the Senior Stipend benefit, who shall not be eligible to receive the thirty (30) year premium payment. Otherwise the above paragraph is stricken in its entirety.

After thirty (30) years of service, employees will be entitled to a three percent (3%) premium on their base pay. This premium shall be paid weekly and it shall not apply to overtime, Quinn Bill, or any other benefits.

23 COURT TIME

Any member who appears in Court on behalf of the Commonwealth of Massachusetts shall be paid for his appearance therein, a minimum of four (4) hours of pay. Members shall be paid for appearances in Court at the minimum rate of four (4) hours in any Civil or Criminal matter wherein the party issuing the summons fails to compensate the Officer.

Members will not attend or be compensated as above for court arraignments or conferences, unless ordered to do so.

Court time shall be paid at the time and one-half rate.

A liaison officer will sign all complaints for arraignments and police personnel will not appear at arraignments unless ordered to do so by the Department.

24 DUES DEDUCTION

The City agrees that it will deduct membership dues from wages of any employee in the Police Department upon submission to it of the written authorization of said employee and said authorization having been approved by the Association President. The City further agrees that these deductions will be for certified initiation fees, assessment and once a month dues and deliver the sum of said monies collected to the Association Treasurer. If any employee does not have a check coming to him/her or the check is not large enough to satisfy the assignments, no collection shall be made from the employee for that month.

Furthermore, in accordance with Section 12, Chapter 150E, it shall be a condition of employment that all employees in the Bargaining Unit who are not members of the Union in good standing and who have been employed for thirty (30) days or more shall pay the Union an Agency Service Fee to defray the cost of Collective Bargaining and Contract administration. Such Agency Service Fee shall be deducted by the Treasurer of the City of Haverhill monthly from each employee during the life of this Collective Bargaining Agreement and paid over to the Union, the exclusive Bargaining Agent for such employees. The Union agrees to indemnify the City for damages which the City may be required to pay by the Administrative Agency or Court of competent jurisdiction of last resort as a result of the City's compliance with this section, provided that any such sum of damages is limited to the amount deducted from the payable the particular suitors who are named or parties plaintiff, but no other person.

25 DUTY ASSIGNMENTS

The Chief of Police may reassign Officers at his/her discretion. If a Commanding Officer of a shift wishes to reassign a Police Officer to different duty, he/she may do so by a written order

recommending same and said order is to be signed by the Chief of Police to become effective after twenty-four (24) hours of receipt of notice by the Officer.

Provided, however, that Police Officers shall have the right to select their shift by seniority and no Officer shall be reassigned to a different shift without his/her consent.

However, the Employer may reassign officers to the day shift for one week period to attend the annual in-service training, and this is the single exception to the shift change.

26 VACANCIES

If a Police Officer is hired for the purpose of filling a vacancy on a shift as a result of another Police Officer being sick, injured or on vacation, the Officer so hired will fill the specific vacancy where the person is absent as a result of the above.

27 MISCELLANEOUS

Members of the Police Department will be able to carry over days due from year to year.

All general and special orders of the Chief of Police shall be in writing and signed by the Chief of Police and a copy of same will be sent to the Association immediately.

Each employee covered by this Agreement will be authorized four (4) days per year for personal time off with pay. There shall be no requirement for the City to fill any vacancy created by the use of said personal days.

Once a patrolman is granted a day off (vacation, day due, or personal day) the nature of the time off may not be changed by management providing that the officer has the time he/she is requesting on the books.

The Chief of Police or his designee shall provide members of the bargaining unit with documentation of their "time" on the first Monday of each quarter, or the department may implement a computerized system of accounting for "time" and make the system available to members for viewing (24/7).

If the State of Massachusetts fails to provide police photo identification cards to all members and the City requires such, then the City agrees to provide all members of the Bargaining Unit with Police photo identification cards.

The City agrees that it shall pay for all required pistol permits.

Any police officer hired after 07/01/2012 must maintain a valid Massachusetts LTC (pistol permit). All officers hired before to 07/01/2012 are exempt from this provision.

The parties agree that bargaining unit members in any calendar year shall be entitled to work any extra hours for time due and that Bargaining Unit members may so work for up to two hundred

forty (240) such hours in said calendar year. This provision shall allow members to continually replenish their collected time due, up to said amount, within the calendar year. Bargaining Unit members must use the time or cash it in within the calendar year. This language shall not affect the Bargaining Unit member's rights for days due under the holiday provisions of this Agreement.

Detective On-Call List; Coverage Policy (add existing Policy to contract)

All members assigned to the Detectives On-call Coverage List or any new member assigned to the Detectives On-call Coverage List by the Chief of Police, will be provided with four (4) hours of time due for every day assigned "on-call". Effective upon ratification by the Union and approval by the City Council, and, there shall be no retroactive payments.

The weekly stipend for Detectives of \$6.00 shall be increased to twenty-five dollars (\$25.00). Effective upon ratification by the Union and approval by the City Council, and, there shall be no retroactive payments.

AVL (Automatic Vehicle Locators)

The City and Union agree to the use of the AVL system in all police units that contain a mobile data terminal. Additionally, the City and Union agree that the AVL system will be added to all other vehicles used by bargaining unit members when technology mutually acceptable to the Chief of Police and the Union becomes available.

Omitted: All members shall receive an annual allowance of One Hundred Dollars (\$100) towards reading material to update themselves on new developments in the area of criminal law.

28 TUITION REIMBURSEMENT

The City will reimburse employees for the cost of tuition up to three (3) college level courses (including criminal justice and other courses agreed to by the Chief of Police) per year. There will be a limit of \$600 per course. This amount includes any lab fees but does not include books and cannot exceed the \$600 ceiling. Courses shall not be repeated and employees must pass the course with the grade of a C or better to receive reimbursement.

29 EDUCATIONAL INCENTIVE PAY

Effective until June 30, 2010 the City agrees to continue to make payments to Police Officers under the provisions of General Laws Chapter 41, Section 108L.

A. It is the intent of both parties that the City's obligation to make educational incentive payments under the so-called Quinn Bill be phased out, and, accordingly, only those bargaining unit members who are on the active payroll of the Haverhill Police Department on May 19, 2010 and active members this bargaining unit on May 19, 2010 shall be entitled to payments. Members are entitled to payments only at the educational level they are receiving on May 19, 2010, unless they are on said date in a degree program in which event they may go to said higher level upon receipt of said degree.

B. During the phase out period of the Quinn Bill payments, the City shall pay to bargaining unit members eligible as set forth above, educational incentive payments according to the following schedule:

- 10% for an Associate's degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement from an accredited institution.
- 20% for a Baccalaureate degree in law enforcement from an accredited institution.
- 25% for a Master's degree in law enforcement or for a degree in law from an accredited institution.

C. The payments as described in paragraph B above shall be made by the City regardless of whether the State reimburses the City for all or any portion of the payments and regardless of any legislative changes to G.L. c. 41, §108L, including, but not limited to, potential legislative changes that authorize the City to modify such payments. No eligible member shall receive any educational incentive payment greater than that specified in this Article.

D. The payments as described in paragraph B above shall be made in weekly installments commencing 7/1/2010. The weekly installment payments will not affect overtime, longevity, holiday pay, or other contractual payments tied to weekly base pay.

E. In the event that a member of the bargaining unit who is not eligible for payment of education incentive benefits pursuant to paragraphs A and B above, obtains such benefits notwithstanding the Contract language of paragraphs A and B above, through any forum, and thus avoids the intended Quinn Bill phase out, then such person(s) shall not be paid in accordance with Wage Scale A but shall be paid in accordance with Wage Scales B-D. Wage Scale A applies to persons receiving payment in accordance with the intended Quinn Bill phase out set forth in paragraphs A and B above; Wage Scale B shall apply to persons who obtain benefits as a result of an Associate's Degree and is 10% below Wage Scale A; Wage Scale C shall apply to persons who obtain benefits as a result of a Bachelor's Degree and is 15% below Wage Scale A; Wage Scale D shall apply to persons who obtain benefits of a Master's Degree or equivalent and is 20% below Wage Scale A.

The Union will not support or finance or encourage any litigation to avoid or undermine the Quinn Bill phase-out.

30 DIFFERENTIALS

Any member of the Bargaining Unit who works any hours between the hours of 4:30 p.m. and 8:30 a.m. will receive a night differential of ten percent (10%) computed on their annual salary. Said differential to be paid weekly. An employee does not have to be regularly assigned to said shift to receive the differential.

Every member of the Bargaining Unit will receive a differential of one percent (1%) computed on their base wages (to be paid weekly).

31 SICK LEAVE ON DEATH OR RETIREMENT

- (a) Any member of the Bargaining Unit shall receive compensation equal to forty percent (40%) of any accumulated sick leave upon death or retirement up to but not including January 1, 1979.
- (b) Employees will be compensated upon retirement or death at the rate of twenty percent (20%) of the employee's daily wage rate in effect at the termination of employment for each day of sick leave accumulated after January 1, 1979. Accumulated sick leave prior to January 1979 shall not be affected by this agreement.
- (c) The City and Union agree that all newly hired employees shall be considered ineligible for Sick time "buy back". However, this language will not take affect until all public safety unions have agreed to this language. Those bargaining unit members who are on the active payroll of the Haverhill Police Department on June 30, 2014 shall be eligible for Sick Time "buy back" as described in Sections (a) and (b) above and shall continue to be entitled to such benefits.

32 LINE OF DUTY INSURANCE

If a Bargaining Unit member is killed in the line of duty, the Employer shall pay Fifty Thousand Dollars (\$50,000) to his/her spouse, or if no surviving spouse, to his/her minor children. If there are no surviving minor children, payment shall be made to his/her estate.

33 REIMBURSEMENT OF LEGAL EXPENSES

The City agrees to reimburse Officers any legal expense that the Officer may incur in defending himself/herself in an application for complaint hearing or any criminal proceeding, provided that the events surrounding the complaint happened while the Officer was on duty and the Officer is not adjudged guilty.

SHOOTING ALLOWANCE

Omitted:

34 CIVILIAN POSITIONS

The Association and City agree that the City may replace Bargaining Unit members in Communications, Records and Clerical positions with civilian employees, provided, however, that the implementation of such replacements shall be mutually agreed upon by the Association and the City. The City may use civilian dispatchers provided that there shall always be one sworn officer on dispatch and further provided that the minimum staff on patrol as determined by the Chief shall not be changed to cover for an absent dispatcher.

HAZARDOUS DUTY PAY

Omitted:

35 CAFETERIA PLAN

The City will implement the so-called Cafeteria Plan under Section 125 of the IRS Code to enable employees to save taxes by paying insurance benefits with pre-tax earnings.

36 LEAPS CERTIFICATION / DESK ASSIGNMENT

Patrolmen who are full LEAPS certified/NCIC/CJIS and whose full time assignment is as a desk officer shall receive a differential of three percent (3%) on their weekly base pay. The officer assigned to fill in nights off for the dispatcher shall receive a differential of one and one half percent (1.5%).

Members working any shift(s) assigned as a certified dispatcher or "desk officer" will receive the differential for the hours worked. This will apply to all overtime and to any temporary filling of these positions with a member holding active desk certifications. The percentage will apply as follows: 0.75% per shift of eight (8) hours or less. Effective upon ratification by the Union and approval by the City Council, and, there shall be no retroactive payments.

Permanent assignment of personnel is at the discretion of the Chief of Police.

37 RESIDENCY

All police officers hired on or before February 10, 2004 shall be exempt from the City's residency requirements, however, must still comply with residency requirements as set by state law.

38 WORK JURISDICTION

All traditional police work in the City of Haverhill including the directing of traffic and the control of crowds shall be performed by academy trained police officers subject to the HPPA Contract. This provision does not change the current practice of the DPW and Water Department of working on streets without police coverage.

39 DURATION

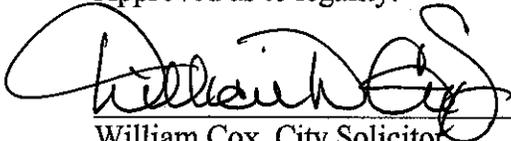
This Agreement shall become effective retroactive to July 1, 2012, unless otherwise indicated, and shall continue in force and effect up to and including June 30, 2014, and shall thereafter automatically renew itself from year to year until a successor Agreement is reached by the parties.

Either party may give notice of its intent to modify or amend this Agreement provided this notice is sent by that party at least ninety (90) days prior to June 30, 2014, and such Agreement when reached shall become effective as of July 1, 2014.

CITY OF HAVERHILL
BY

James J. Fiorentini, Mayor

Approved as to legality:

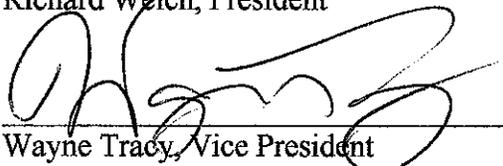


William Cox, City Solicitor

HAVERHILL POLICE PATROLMEN'S ASSOCIATION
BY



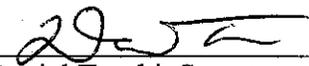
Richard Welch, President



Wayne Tracy, Vice President



Harry Miller, Treasurer



Daniel Trocki, Secretary



Douglas Louison, Association Counsel

**Side Letter Agreement
Between
The City of Haverhill
And
The Haverhill Patrolmen's Association**

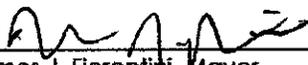
In resolution of an outstanding matter related to a grievance filed by the Union, the parties agree to the following:

Doreen Champagne shall be paid for her college credits at twenty-five percent (25%) for the following period of time and the amounts listed:

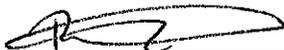
September 1, 2012 to December 31, 2012 = \$4,179.72
January 1, 2013 to March 16, 2013 = \$3,134.79

This action shall be a one-time payment and this agreement shall be considered as non-precedent setting and shall take effect upon the passage of the Haverhill Patrolmen's Association's Memorandum of Agreement by the Haverhill City Council.

Date: December 3, 2013



James J. Fiorentini, Mayor



Richard Welch, President

William D. Cox, Jr., City Solicitor