

AGREEMENT BETWEEN

CITY OF HAVERHILL

AND

HAVERHILL SUPERIOR AND EXECUTIVE OFFICERS  
TEAMSTERS LOCAL UNION #437

JULY 1, 1998 - JUNE 30, 2000

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ARTICLE I  
AGREEMENT

This AGREEMENT is made and entered into by and between the City of Haverhill, Massachusetts Haverhill Superior and Executive Officers hereinafter referred to as the "City" and the Teamsters Local Union No. #437, affiliated with the International Brotherhood of Teamsters hereinafter referred to as "The Union".

WHEREAS the well-being of the employees covered by this AGREEMENT and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties; and whereas the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and whereas the parties to this AGREEMENT consider themselves mutually responsible to establish stable and meaningful relations based on this AGREEMENT: now, therefore, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE II  
RECOGNITION AND BARGAINING UNIT

The City of Haverhill recognizes the Union as the sole and exclusive bargaining agent for all Superior Officers of the Haverhill Police Department of the City of Haverhill, specifically excluding the Chief and Deputy Chief of Police. 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 Superior and Executive Officers 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.

ARTICLE III  
DURATION

A. This agreement shall be effective July 1, 1998, and shall continue in effect until June 30, 2000; and shall be renewed automatically from year to year thereafter unless either party, at least ninety (90) days prior to the expiration date, gives written notice that it desires to modify, terminate, amend or negotiate a new Agreement. The party to whom notice has been given will reply with a proposed date for a meeting within thirty (30) days therefrom.

In the event that negotiations for a new contract are not completed prior to the expiration date, this Agreement shall continue in force until an agreement is reached.

ARTICLE IV  
NONDISCRIMINATION

The City of Haverhill hereby agrees not to discharge or discriminate in any way against employees covered by this Agreement for their Union membership or their activities in said Union or to discriminate against any employee because he/she has taken part in a grievance procedure or proceeding of the Union.

ARTICLE V  
UNION BUSINESS LEAVE

All employees covered by this Agreement who are members of the said Union or who are appointed by said Union as members of said Union's Collective Bargaining Negotiating Team, said team not to exceed three (3) members, shall be allowed time off for negotiations or grievance purposes 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 Union Officers shall be allowed to send delegates to conventions to the extent of (2) two members for (2) two days in any one year with a no-fill stipulation.

ARTICLE VI  
INDIVIDUAL AGREEMENTS

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

ARTICLE VII  
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 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 proper 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 constructed as to preclude any employee of the City of Haverhill from negotiating or raising grievance procedures concerning any decision made by the City of Haverhill that may concern wages, hours or conditions of employment.

ARTICLE VIII  
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 IX  
TEMPORARY SERVICE OUT OF GRADE

Any member 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 at the higher grade if the position is open twenty-four (24) consecutive hours.
- (c) An employee assigned to a position of 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.
- (d) In cases of vacation, sick leave, injury leave or a vacancy of a position, such position must be filled by a permanent person of equal rank. If a person of equal rank is not available, then of the next lower rank. This provision shall not apply to the filling of the positions of Chief of Police and Administrative Assistant of the Department by Captains but does not preclude said Captains from filling a vacancy of another Captain if the circumstances as set out above occur. Further, this provision shall not apply to work assignments scheduled on holidays or Sundays.

ARTICLE X  
HOURS OF WORK

The regular work week of the members of the Police Department Superior and Executive Officers' Union shall consist of three (3) shifts as follows:

- (a) The hours of the day shift will be from 8:30 A.M. to 4:30 P.M. The hours of the early shift will be from 4:30 P.M. to 12:30 A.M. The hours of the late shift will be from 12:30 A.M. to 8:30 A.M. The day and early shifts shall be commanded by an officer of the rank of Captain. All Shifts shall be commanded by an officer of the rank of lieutenant or above.

(b) The Superior Officers agree to work ten (10) minutes early for overlap of shifts.

(c) Each of the three (3) shifts referred to in paragraph (a) shall be divided by the Chief of Police or his representative into six (6) groups as near as possible and allocated herein 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.

(d) In further explanation of the manner in which the groups referred to in paragraph (b) 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 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 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 Group One will begin a new six (6) week schedule with days off as set out in the first sentence above.

(d) In the same first seven (7) day period, Group Two shall be off Wednesday and Thursday. In the first seven (7) day period, Group Three will be off Tuesday and Wednesday. In the first seven (7) day period, Group Four shall be off Monday and Tuesday. In the first seven (7) day period, Group Five shall be off Sunday and Monday. In the first seven (7) day period, Group Six shall be off Saturday and Sunday.

In succeeding weeks, the day off schedule for each group or shift will be in a similar reverse rotating order as set forth for Group one above and will repeat every six (6) weeks.

The City of Haverhill shall appoint upon execution of this Agreement, for the purpose of effective staffing and supervision, a new position of Captain on the late shift.

#### ARTICLE XI DIVISION COMMANDERS

There shall be Three (3) Division commanders of the rank of Captain who shall supervise and command the following divisions:

- (a) Detectives
- (b) Patrol
- (c) Administration

The Commander of the Detectives, Administration and Patrol Divisions shall work each week day for five (5) days and shall have weekends and holidays off. The hours of work shall be 8:00 a.m. to 4:00 p.m. These positions are no fill.

One (1) Lieutenant's position to be filled on July 1, 1997. Two (2) Lieutenants' positions will be filled no later than July 1, 1998 - Note: when the two (2) Lieutenants' positions are filled and the two (2) Captains' positions have not been vacated, then the (2) Lieutenants' positions will be paid at the Acting Lieutenants' step.

When the Lieutenant, (Shift Commanders position) is vacant, the shift is first offered to the rank of Lieutenant, Captain, then Sergeant.

The position of the tenth (10th) Sergeant is a must fill position.

## ARTICLE XII PRIVATE PAID DETAILS AND OVERTIME

### 1. Private Paid Details:

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

- (a) All details will be assigned by the Chief or his/her designee so long as the designee holds the rank of Sergeant or above, on a voluntary basis, distributed as evenly as possible among officers on rotating basis.
- (b) No such assignment shall be made until the person or organization requesting the same has agreed to pay the following rates:

Effective April 20, 1999, Twenty-seven Dollars Per Hour (\$27.00/per hour) with a minimum of four (4) hours. After four (4) hours, there shall be another four (4) hours minimum, unless otherwise specified. The Union agrees to negotiate practices and policies of a combined dispatch system with the fire department for the operation of the public safety dispatch system. When this goal is achieved and the Chief is satisfied he shall submit a favorable recommendation to the Mayor for an increase of the detail rate to twenty-eight dollars (\$28.00).

2. Any Superior Officer in charge of a detail of three (3) or more men/women shall receive Twenty Dollars (\$20.00) per four (4) hour detail in addition to the above hourly rate of pay.

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. The keeping of this record will be required of all Superior Officers and each Superior Officer will assign from this chart at the point where his/her immediate predecessor has left off.

The City of Haverhill shall appropriate funds pursuant to the provisions of General Laws Chapter 44, Section 53C to insure that Union 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 purposes 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 on collecting said monies shall make the employee immediately liable to the City for the monies owed the City.

## 2. Overtime:

All hours worked in excess of eight (8) hours on any tour of duty shall be considered overtime.

Any member assigned to work overtime duty shall be compensated at a rate equal to one and one half (1 1/2) the member's usual rate of pay.

Those members of the Union working the five (5) and two (2) rotation referenced in Article XI, shall accrue seventeen (17) days a year of eligible time which they may chose to work at their election. The member may elect to work for compensation or for the accrual of one "Day-Due". If the member elects to work for compensation, it shall be at a rate equal to One and One Half (1 1/2) the member's usual rate of pay.

Members on duty held over for any reason shall be granted a minimum of two (2) hours pay and any overtime work in-excess of two (2) hours shall be compensated to the next hour.

Members called back to work when off-duty for any reason shall be compensated a minimum of four (4) hours. This Article shall not apply to scheduled work.

ARTICLE XIII  
VACATION

All members of the Police Department shall be granted a vacation without loss of pay as provided for in the 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.

Members may at their election cash in for pay their vacation compensation rather than take said time.

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 Personnel Rules and Regulations.

ARTICLE XIV  
HOLIDAYS

The following holidays shall be paid holidays for all members of the Department: 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, and Christmas Day.

Holiday pay shall be computed at one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over his/her weekly salary, whether he/she worked the holiday, was on vacation, emergency leave, injury leave, sick leave or death leave.

A member, if permitted by the Chief may, at his/her election, work on a holiday for compensation or one "Day-Due". If the member elects to work for compensation, it shall be at the rate equal to one and one Half (1 1/2) the member's usual rate.

Effective April 1, 1998, when an officer works on a holiday, he/she shall be paid an additional four (4) hours of pay.

ARTICLE XV  
CLOTHING ALLOWANCE

Each member of this Union will be given on July 1st of each year a clothing allowance in the amount of One Thousand Seven Hundred Fifty (\$1,750.00) Dollars of which will be used to buy Chevrons, Gold Braid, Brass, and all other uniform markings that have to be applied to the uniform to differentiate the Superior officers uniforms. 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 and not be

considered as part of his uniform allowance as set out above. 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.

## ARTICLE XVI SICK LEAVE

Sick leave shall be governed and regulated according to the Municipal ordinances for sick leave benefits for all municipal employees, incorporated herein.

### Sick Leave

For each quarter work year of perfect attendance at work by a member, one day of annual leave will be granted. If a member maintains perfect attendance for one year (four quarters) five (5) days 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 and/or personal leave days shall not be considered as absences in applying this provision. This provision shall not include members on Section 111F.

Effective April 20, 1999

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 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.

ARTICLE XVII  
DEATH LEAVE

Death leave shall be granted to all members. Death leave shall consist of a minimum of three (3) days up to a maximum of five (5) days per parent, spouse or child and up to the amount of three (3) days for brother, sister, grandparent, spouse's parents or grandchild.

ARTICLE XVIII  
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 Department's Regulations. 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.

ARTICLE XIX  
HOSPITALIZATION AND MEDICAL COVERAGE

The City of Haverhill hereby agrees to pay seventy-five percent (75%) of the premium contribution for hospitalization coverage on all members of the Union 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 City of Haverhill shall provide as medical coverage, Master Health Plus and Master Medical.

Section 125 of the IRS code, pre-tax for health, life and dental insurance.

ARTICLE XX  
GRIEVANCE PROCEDURE

Should any member of the Union feel aggrieved concerning his or her wages, hours or conditions of employment, or any other matter controlled by the Agreement, or which is 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 the employer-employee relationship, including any claim of unjust discrimination or any matter or condition of his health and safety adjustment shall be sought as follows:

Step One: The member and/or Union shall submit such grievance in writing 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 Chief or the person acting in the capacity of Chief receives said grievance,

he/she shall arrange to and shall meet with representatives of the Union, for the purpose of adjusting or resolving said grievance.

Step Two: If such a grievance is not resolved to the satisfaction of the Union by the Chief within twenty-four (24) hours after such meeting, or if the Chief notifies the Union 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 Union 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 the Mayor receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

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 Union and the individuals concerned.

Step Three: In the absence of a decision within said five (5) days or if the Union is not satisfied with the decision of the Mayor in resolving or determine or rectifying said grievance, then the Union may within ten (10) days of receipt of the written decision of the Mayor, notify the City of Haverhill that it intends to submit the matter to the Commonwealth of Massachusetts B.C.A. (Board of Conciliation and Arbitration) with a request to appoint an arbitrator for the final determination of this grievance. The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on the selection of a single arbitrator, either party may request the Commonwealth of Massachusetts B.C.A. (Board of Conciliation and Arbitration) or the Federal Mediation and Conciliation Service to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with the rules of the Commonwealth of Massachusetts B.C.A. (Board of Conciliation and Arbitration) or, in the case of the Federal Mediation and Conciliation Service, in accordance with its procedures. Expenses for the arbitrator's services shall be shared equally by the parties.

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 Superior and Executive Officers' Union from submitting any matter concerning the negotiation of any Contract concerning wages, hours or conditions of employment to the Massachusetts Board of Conciliation and Arbitration, pursuant to Chapter 150E. Any grievance affecting a large group of members, may at the option of the Union, be filed at the Step One level of the grievance procedure as a general grievance.

#### ARTICLE XXI 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 and any ordinances of the City of Haverhill supplemental thereto.

ARTICLE XXII  
RIGHTS AND PRIVILEGES

All 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. 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.

ARTICLE XXIII  
SALARIES AND LONGEVITY

Effective April 1, 1998 there will be a stipend of Ten Dollars (\$10) per week paid to all employees who are on the payroll. The stipend will be counted as regular compensation for retirement but will not otherwise be part of the base wage. The stipend will not be included in the calculation of overtime, shift differential, or Quinn Bill benefits

1. Salaries

See Appendix A - Captains  
Appendix B - Lieutenants  
Appendix C - Sergeants

2. Longevity

5 years	\$800.00
10 years	\$850.00
15 years	\$900.00
20 years	\$950.00
25 years	\$1,200.00

The above longevity pay shall be paid by separate check.

Effective June 30, 2000, 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.

3. Hazardous Duty Pay

Effective July 1, 1996 - Six Hundred Fifty (\$650.00) Dollars will be paid per annum.

ARTICLE XXIV  
COURT TIME

Any member who appears in Court on behalf of the Commonwealth of Massachusetts shall be paid for his/her 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.

ARTICLE XXV  
DUES DEDUCTIONS

The City agrees that it will deduct membership dues from the wages of any employee in the Union upon submission to it of the written authorization of said employee and said authorization having been approved by the Union's President. The City further agrees that these deductions will be for certified initiation fees, assessment and once a month dues and shall deliver the sum of said monies collected to the Union's Treasurer. If any employee does not have a check for compensation 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 Chapter 150E, Section 12, 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 Services Fee shall be deducted by the Treasurer of the City monthly from each such 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 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 and payable to the particular named plaintiff, but no other person.

ARTICLE XXVI  
DUTY ASSIGNMENTS

The Chief of Police may reassign members 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 members shall have the right to select their shift by seniority and no member shall be reassigned to a different shift without his/her consent.

ARTICLE XXVII  
VACANCIES

If a member is hired for the purpose of filling a vacancy on a given shift as a result of another member being sick, injured, on vacation, or using a day due, the Officer so hired will fill the specific vacancy where the person is absent as a result of the above, provided the person so hired is qualified to fill the position.

ARTICLE XXVIII  
MISCELLANEOUS

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 Union immediately.

It is agreed that so-called trainees will not perform Functional Police duties.

The City agrees to provide all members of the Union with Police photo identification cards which shall be renewed every two (2) years.

Members of the Union will receive permits to carry firearms free of charge.

ARTICLE XXIX  
EDUCATIONAL INCENTIVE PAY

The City agrees to continue to make payments to Police officers under the provisions of General Laws, Chapter 41, Section 108L.

Tuition Reimbursement

Effective July 1, 1999 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 six hundred dollars (\$600.00) per course. This amount includes any lab fees but does not include books and cannot exceed the six hundred dollar (\$600.00) ceiling. Courses shall not be repeated and employees must pass the course with the grade of C or better to receive reimbursement.

ARTICLE XXX  
DIFFERENTIALS

1. Night Differential

Any member of the Union who works any shift between the hours of 4:30 P.M. and 8:30 A.M. will receive a night differential computed on their annual salary to be paid weekly. An employee does not have to be regularly assigned to said shift to receive the differential.

The rate of said night differential shall be as follows: Ten (10%) percent of annual salary

ARTICLE XXXI  
SICK LEAVE ACCUMULATION FOR RETIRING POLICE OFFICERS

(a) Any member of the Bargaining Unit shall receive compensation equal to forty (40%) per cent of any accumulated sick leave upon death or retirement up to but not including January 1, 1979.

(b) Effective January 1, 1979, no Union member shall be entitled to receive compensation upon death or retirement for accumulated sick leave in excess of the compensation that the Union member would have received had the member retired on December 31, 1978.

(c) Union members who die or retire on or after January 1, 1979 shall be entitled to receive compensation for forty (40%) per cent of the accumulated sick leave that the employee had on December 31, 1978 or forty (40%) per cent of the accumulated sick leave that the employee had on the date of death or retirement, whichever is less.

Effective April 20, 1999, 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 effected by this agreement.

ARTICLE XXXII  
LIFE OF DUTY LIFE INSURANCE

If a Union member is killed in the line of duty, the Employer shall pay Four Thousand (\$4,000.00) Dollars 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.

ARTICLE XXXIII  
FILL POSITIONS

Effective July 1, 1995 - fill shift when an Officer attends NERPE except for Division Commanders.

ARTICLE XXXIV  
STAFF MEETINGS

There may be six (6) staff meetings per year. Any officer required to attend such a meeting while off duty shall receive four (4) hours compensatory time for such attendance.

ARTICLE XXXV  
DAYS DUE AND PERSONAL DAYS ACCRUAL

Members of the Union will be able to carry over days due from year to year. Members will not be responsible for filling positions on days due.

Members of the Union will be given four (4) personal days each year with a no-fill stipulation.

Effective 7.1.95 - fill shift when an Officer is granted a Personal Day. Division Commanders will be excluded.

ARTICLE XXXVI  
ACCESS TO PERSONNEL FILES

(a) No material originating from the Department derogatory to a member's conduct, service, character or personality shall be placed in the member's personnel file unless the employee has had a prior opportunity to read the material. The member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with its contents, but merely signifies that the member has read the material to be filed.

(b) The member shall have the right to question and refute any material filed and his/her response shall be attached to the file copy in his/her personnel file.

(c) No material which contains an allegation of misconduct against a member shall be included in his/her personnel file until the charges have been verified and a hearing held. If a determination is made that the allegation was without substance, then the allegation shall not be included in the member's personnel file. The grievance and arbitration procedure shall apply to this Article.

(d) Any member shall have the right, on request at reasonable times, to examine all materials in his/her personnel file. A copy of any material shall be furnished the member at his/her request as long as it doesn't violate the law.

(e) Any oral reprimands placed in a member's personnel file shall be automatically removed after one (1) year.

#### ARTICLE XXXVII REIMBURSEMENT OF LEGAL EXPENSES

The City agrees to reimburse members of the Union for any reasonable legal expenses, including, but not limited to reasonable attorney's fees, that are incurred in defending any criminal proceeding that arises out of the member's employment, provided that it is determined that the member was found not guilty and was acting within the scope of his authority.

Any rights of indemnification including reimbursement of legal fees and costs arising out of any civil action shall be governed by the applicable provisions of M.G.L. c. 258.

It shall be at the member's election to retain private counsel for such representation, subject to prior notice to the City Solicitor, provided however, such notice shall not preclude the City Solicitor's determination of the reasonableness of such election and indemnification thereof.

#### ARTICLE XXXVIII SHOOTING AND LEGAL UPDATE ALLOWANCE

(a) Effective July 1, 1999 The City shall pay each member of the Union an annual shooting allowance of Four Hundred (\$400.00) Dollars.

(b) The City shall pay each member of the Union an annual allowance of one Hundred (\$100.00) Dollars towards reading materials to update themselves on new developments in the area of criminal law.

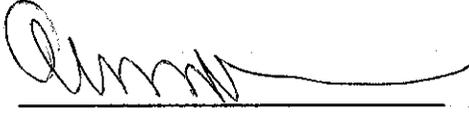
#### ARTICLE XXXIX PERFORMANCE EVALUATIONS

The Superior officers agree to implement the evaluation for police officers. In the last year of the contract - the City agrees to negotiate language that all superior officers will be evaluated.

ARTICLE XL  
NERPI TRAINING

The Union waives travel time to NERPI training for a total of eight (8) hours annually effective July 1, 1999.

APPROVED AS TO FORM



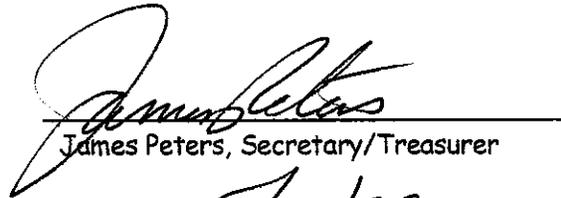
City Solicitor

CITY OF HAVERHILL



By Its Mayor

TEAMSTERS LOCAL #437



James Peters, Secretary/Treasurer

5/13/99