



Haverhill

Human Resources Department, Room 306

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TO: Mayor James J. Fiorentini

FROM: Mary Carrington, Human Resources Director

DATE: February 25, 2014

RE: Salary Ordinance & MOA submission

Attached please find the ordinance and Memorandum of Agreement for the Haverhill Superior Officer's Group as a result of their recent negotiations. As requested by City Solicitor William D. Cox, Jr., please submit these documents to tonight's Haverhill City Council meeting for action.

MC/dlm



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
LAW ENFORCEMENT
SUPERIOR OFFICERS

BE IT ORDAINED by the City Council of the City of Haverhill that Document 40 of 2011 is hereby deleted and replaced with the following:

Amend ARTICLE XXIII by the following:

1.5% Effective 7/1/12

	Start	Year 1	Year 2
Captain	\$1,306.92	\$1,382.30	\$1,429.57
Lieutenant	\$1,191.05	\$1,259.30	\$1,302.13
Sergeant	\$1,108.92	\$1,172.11	\$1,211.81

1.5% Effective 7/1/13

	Start	Year 1	Year 2
Captain	\$1,326.53	\$1,403.03	\$1,451.01
Lieutenant	\$1,208.92	\$1,278.19	\$1,321.67
Sergeant	\$1,125.55	\$1,189.69	\$1,229.99

2.5% Retro back to 7/1/13

	Start	Year 1	Year 2
Captain	\$1,359.69	\$1,438.11	\$1,487.29
Lieutenant	\$1,239.14	\$1,310.14	\$1,354.71
Sergeant	\$1,153.69	\$1,219.44	\$1,260.74

2.25% Effective last full payroll period of June 2014

	Start	Year 1	Year 2
Captain	\$1,390.28	\$1,470.47	\$1,520.75
Lieutenant	\$1,267.02	\$1,339.62	\$1,385.19
Sergeant	\$1,179.65	\$1,246.87	\$1,289.10

1.25% Effective 7/1/14

	Start	Year 1	Year 2
Captain	\$1,407.66	\$1,488.85	\$1,539.76
Lieutenant	\$1,282.86	\$1,356.37	\$1,402.50
Sergeant	\$1,194.39	\$1,262.46	\$1,305.22



DOCUMENT
CITY OF HAVERHILL

In Municipal Council

ORDERED:

1.25% Effective 7/1/15

	Start	Year 1	Year 2
Captain	\$1,425.26	\$1,507.46	\$1,559.01
Lieutenant	\$1,298.89	\$1,373.32	\$1,420.03
Sergeant	\$1,209.32	\$1,278.24	\$1,321.53

Add the following section to ARTICLE XXIX:

F. The phase-out provided in other sections of this Article is modified to provide an annual educational stipend of eight-thousand five-hundred dollars (\$8,500.00) only to officers who meet the following criteria:

(1) Three sergeants who have been promoted into this bargaining unit as of the date of ratification of this agreement who have a bachelor's degree or better in an accredited criminal justice program (including a law degree); or

(2) Future promotees into this bargaining unit who were receiving the 20% payment for a Baccalaureat degree or 25% payment for a Master's degree in law enforcement (or for a degree in law) from an accredited institution as of February 19, 2014, the date of acceptance of this Agreement.

It is understood that the annual payments for the three sergeants referred to in sub-section (1) above shall commence in November, 2014.

It is understood that the stipends under this section and section D are not included in base pay for any purpose.

Amend ARTICLE XVIII - Injury Leave by adding the following:

Add "Attachment B". In consideration, the City shall pay annually to each employee covered by this agreement a stipend of \$300. It is understood that in Fiscal Year 2014 the stipend payment provided in the last paragraph of Attachment B shall be made within sixty (60) days after the funding of this Agreement.

Amend ARTICLE XXIII by adding the following:

Effective in the week following City Council funding of this agreement - Detective Supervisor Pay shall be increased to fifty dollars (\$50.00) per week.

Approved as to legality:

City Solicitor

Memorandum of Agreement
between
City of Haverhill (the City)
and
The Superior Officers Group (the Union)

This Memorandum of Agreement is subject to ratification by the membership of the Union, and funding by the Haverhill City Council as required by law. For purposes of further negotiations and/or impasse procedures, this Memorandum shall be considered off-the-record until such ratification and funding occur. Failing such ratification or funding, both parties will be free to revert to their on-the-record positions, and this Agreement will not be admissible in any proceeding between the parties.

Upon approval of this Memorandum by the Mayor and the Union's negotiating team the parties shall jointly request that the arbitration hearing scheduled for March 5, 2014 be postponed.

1. Duration. This Memorandum sets forth the material terms of two agreements between the parties. The first agreement will cover the two-year period between July 1, 2012 through June 30, 2014. The second agreement will cover the two-year period between July 1, 2014 and June 30, 2016. There shall be one Union ratification vote covering the two agreements, and one vote of the City Council to appropriate necessary funds in accordance with M.G.L. c. 150E, §7(b).

The 2012-2014 Agreement.

2. Salaries. Under Article XXIII, Section 1 salaries shall be increased as follows:

Retroactive to July 1, 2012 ... 1.5%

Retroactive to July 1, 2013 ... 1.5%

3. Special One-Time Wage Adjustment. Whereas the parties wish to correct any inequities which may have resulted from the differences in salary increases granted to patrol officers in the period of July 1, 2008 – June 30, 2012 and awarded to fire fighters in the so-called Katz award in 2012, the parties agree to grant the Superior Officers a 4.75% pay increase payable as follows:

- 2.50% retroactive to July 1, 2013; and
- 2.25% effective in the last full payroll period of June, 2014

4. Educational Incentive Pay. Continue in effect the provisions of Article XXIX, sections A-E and add the following section:

F. The phase-out provided in other sections of this Article is modified to provide an annual educational stipend of eight-thousand five-hundred dollars (\$8,500.00) only to officers who meet the following criteria:

(1) Three sergeants who have been promoted into this bargaining unit as of the date of ratification of this agreement who have a bachelor's degree or better in an accredited criminal justice program (including a law degree); or

(2) Future promotees into this bargaining unit who were receiving the 20% payment for a Baccalaureate degree or 25% payment for a Master's degree in law enforcement (or for a degree in law) from an accredited institution as of February 19, 2014, the date of acceptance of this Agreement.

It is understood that the annual payments for the three sergeants referred to in sub-section (1) above shall commence in November, 2014.

It is understood that the stipends under this section and section D are not included in base pay for any purpose.

5. Drug and Alcohol Testing. The City and Union agree to add a new Article to the agreement modelled on the Bedford police drug testing policy (attached), with the addition of anabolic steroids as a prohibited substance. This agreement does not alter the obligation to follow Rule 114 of the Haverhill Police Rules and Regulations Manual.

6. Injured/Sick Leave/Light Duty. The parties agree to amend Article XVIII - Injury Leave to read as per Article 15 of the 2012-2014 Labor Agreement between the City of Haverhill and Haverhill Police Patrolmen's Association. See Attachment B. It is understood that in Fiscal Year 2014 the stipend payment provided in the last paragraph of that article shall be made within sixty (60) days after the funding of this Agreement.

7. Sick Leave Buy Back. Add to Article XXXI, as section (d), the following:

The City and Union agree that all employees hired on or after July 1, 2014 shall be considered ineligible for Sick time "buy back". 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" and shall continue to be entitled to such benefits. Any Police Officer who was employed by the Department on June 30, 2014 and is subsequently promoted to a Superior Officer position shall remain eligible for sick leave buy back benefits as a Superior Officer.

8. Detective Supervisor Pay. Effective in the week following City Council funding of this Agreement, Detective Supervisor Pay shall be increased to fifty dollars (\$50.00) per week. It is understood that detective supervisors on call shall not receive any time due for any time so assigned as on call.

9. 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 "acceptable" to the Chief of Police and the Union becomes available.

10. License To Carry - Add to the last paragraph of Article XXVIII, Miscellaneous, the following:

Any police officer hired after July 1, 2012 who becomes a member of this bargaining unit shall be required to maintain, as a condition of employment, a valid Massachusetts License To Carry under the provisions of M.G.L. c. 140, §131ff.

11. Biweekly Payroll. Upon acceptance of biweekly pay by the two other public safety unions, including by any interest arbitration award, employees in this unit shall be paid on a biweekly basis. The City shall provide employees no less than 90 days' notice of same.

The 2014-2016 Agreement.

12. All other terms of the 2012-2014 agreement shall be continued in effect for a two-year period from July 1, 2014 through June 30, 2016, with the exception that the following wage increases in Article XXIII, Section 1 shall be granted:

- Effective July 1, 2014 ... 1.25%
- Effective July 1, 2015 ... 1.25%

Dated: February 20, 2014

HAVERHILL SUPERIOR OFFICERS

Lt Robert Prestone President

Lt [Signature]

Sgt [Signature]

CITY OF HAVERHILL,
By its Mayor

[Signature]
James J. Fiorentini

Approved as to legality:

[Signature]
City Solicitor

ATTACHMENT A

Article 26
DRUG/ALCOHOL POLICY

A. PURPOSE

The Town and the Union recognize that Police Officer is a safety sensitive position, and that the Bedford Police Department must remain drug and alcohol free in order to accomplish its vital public safety mission. Police personnel impaired by drugs or alcohol create an unreasonable danger to their fellow officers, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the police department and its members.

B. PROHIBITED CONDUCT

1. The following conduct shall constitute an offense under this Article.
 - a. The use, transfer, manufacture, sale or unauthorized possession of any illegal drug when not related to the lawful performance of police duties.
 - b. The use or unauthorized possession of alcohol during working hours, or while using Town vehicles or facilities, and when not related to the lawful performance of police duties.
 - c. Driving under the influence of alcohol or drugs.
 - d. Reporting to work with the metabolite of an illegal drug in the blood, with a blood alcohol level above 0.02, or impaired by drugs or alcohol.
2. Any employee who is arrested for or convicted of a drug-related offense or driving while intoxicated must notify the Chief within 24 hours or prior to reporting to duty whichever is shorter, irrespective of whether the conduct occurred during working time.

C. PROHIBITED DRUGS

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phenylephrine (PCP), amphetamines and methamphetamine. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Article and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Any questions or doubts should be raised with the Chief. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

D. DRUG AND ALCOHOL TESTING

1. Employees are required to submit to drug and/or alcohol testing in the following situations:
 - a. **New Hires:**
Each new employee will submit to a drug test shortly after his or her date of hire.
 - b. **Reasonable Suspicion:**
When the Town has reasonable suspicion that an employee has reported to work or is working while impaired by drugs or alcohol, or has used illegal drugs, the Town will direct the employee to report for a drug and/or alcohol test.
 - c. **Post-Incident:**
Any employee involved in an accident on the job or an incident involving an unsafe practice or violation of a safety rule, standard or policy, resulting in serious injury or serious property damage, may be directed by the Town to submit to a drug and/or alcohol test.

d. Follow-up Testing:

An employee who has violated the drug and alcohol policy, but has not been discharged, may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will generally continue for a period of no longer than 2 years. If the follow-up testing period continues for longer than 2 years, it must be a component of a rehabilitation program. During a follow-up testing period, an employee will be subject to a reasonable number of unannounced tests for drugs and/or alcohol.

e. Failure to Submit to Testing:

A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the testing laboratory, shall be treated as a positive test. This provision shall not apply in situations where the Town determines the failure to submit to testing was through no fault of the employee.

2. Alcohol Testing Procedures:

The Town will direct the employee to report to the testing laboratory for a blood or breathalyzer test. In the case of a blood test, blood will be drawn only by a qualified medical professional, in accordance with accepted medical standards. A breathalyzer test will be administered by a qualified operator. If administered by Bedford police personnel, it would be administered by an officer preferably superior but at least equal in rank, and may be administered on the premises of the Town (e.g., by the Bedford Police Department, or other law enforcement agency). The employee's blood alcohol level shall be reported to the Town immediately.

3. Drug Testing Procedures:

a. Collection:

An employee subject to drug testing will be directed in writing to report at a specified time to the testing laboratory certified by the U.S. Department of Health and Human Services. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. The sample will be properly sealed and labeled, in the employee's presence, to avoid contamination, tampering or confusion of samples. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive the employee must inform the testing laboratory before taking the test. When a sample is taken it is split, in accordance with the testing laboratory's standard procedure. One sample is tested and the other is preserved. The employee has a right to have the second sample sent to a different lab for testing.

b. Processing:

Urine samples will be screened initially by an Immunoassay or industry-standard screening test approved by the Department of Health & Human Services, with positive results confirmed by Gas Chromatography/Mass Spectrometry or an industry-standard confirmatory test approved by the Department of Health & Human Services. Testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory. The laboratory will test all samples for the presence of marijuana, cocaine, opiates, phenylclidine (PCP), and amphetamines/methamphetamines.

c. Reporting of Results:

The results of a drug or alcohol test will be reported verbally and in writing to the Chief or the person he designates to receive those results. The testing laboratory will reveal to the designated official only whether the employee has received a result of negative for drugs or

positive for drugs. The results of the drug test will be maintained in the strictest confidence by the Town and will not be disseminated except on a "need to know" basis.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the doctor who interprets the results ("Medical Review Officer") will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The Medical Review Officer shall require that the employee produce any necessary written proof, and the employee shall authorize the Medical Review Officer to obtain further information from his or her health care providers. If the Medical Review Officer determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". The laboratory will not provide to the Town any information it learns concerning prescription drugs that the employee is taking pursuant to a validly obtained prescription. If the Medical Review Officer is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

d. **The Testing Laboratory:**

The testing laboratory shall be selected by the Town, and shall be certified by the U.S. Department of Health and Human Services. The Town will notify the Union of the laboratory selected.

e. **Chain of Custody:**

The parties understand that the testing lab will follow procedures designed to maintain the chain of custody of samples and thereby ensure the integrity of the samples.

4. **Overtime:**

Off-duty employees directed to be tested by the Town under Sections D.1.b. and D.1.c above shall be paid overtime in accordance with the provisions of Article 11 of this Agreement.

E. SEARCHES

The Town has the right to search for alcohol or drugs on Town owned or controlled premises, including in desks, toolboxes, Town vehicles, lockers, or in other containers on the premises that may conceal substances prohibited by this policy. During any such search one or more union members may be present.

F. ENFORCEMENT

1. Any employee who violates this Article will ordinarily be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.

2. In the case of the first offense involving the abuse of alcohol or validly obtained prescription drugs, the Town may take disciplinary action exclusive of discharge. In order to qualify for this safe harbor for the first offense, the employee shall be required to meet the following conditions:

- a. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated by the Town.
- b. The SAP will provide the results of the above screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.

- c. The recommended treatment plan will be set forth in writing, and shall include reasonable number of follow-up tests within a set period of time, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan, provided that any such requirements do not contradict any other aspect of this policy.
 - d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.
 - e. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Article, shall subject the employee to discipline up to and including discharge.
3. The provisions set forth in section 2a-e above shall be available to first offenses involving use of other drugs only in cases where the employee voluntarily seeks substance abuse treatment, and reports this in writing to the Chief, prior to being identified as being in violation of this policy through other means.

G. EMPLOYEE ASSISTANCE PROGRAM

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments). The foregoing confidentiality provision shall not prevent the Town from receiving the results of any testing specified under Section D above.

ATTACHMENT B

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.

Rule 110 Meals:

Members of the Police Department shall be permitted to suspend patrol or other assigned activity, subject to immediate call at all times, for the purpose of having meals during their tour of duty. Meal periods shall be taken within the city, subject to modification by a supervisor. Meals shall be eaten with reasonable dispatch, allowing a maximum time of thirty (30) minutes. Members may suspend their police duty for one fifteen (15) minute coffee break during the four (4) hour period prior to their meal break and one fifteen (15) minute coffee break after their meal. Coffee breaks will not be taken in conjunction with meal breaks and must be taken within the city limits. No more than two (2) marked vehicles (maximum three officers) may take their break at the same location and time. This may be suspended or modified at any time by the supervisor for a specific reason. Uniformed members who take meal and coffee breaks may do so only after clearance through dispatch. In the event of an emergency they may be required to suspend or forgo their breaks and/or meals. Civilian employees will receive a (60) sixty-minute meal break.

Rule 111 Unsatisfactory Performance – Sworn Officers:

Officers shall maintain sufficient competency to properly perform their duties and assume the responsibility of their positions. Officers shall perform their duties in a manner that will maintain the highest standards of efficiency in carrying out the functions and objectives of the Department. Unsatisfactory performance may be demonstrated by a lack of knowledge of the application of laws required to be enforced; an unwillingness or inability to perform assigned tasks; the failure to conform to work standards established for the officer's rank, grade, or position; the failure to take appropriate action on the occasion of a crime, disorder, or other condition deserving police attention; or absence without leave. In addition to other indicators of unsatisfactory performance, the following, will be considered prima facie evidence of unsatisfactory performance: a written record of repeated infractions of rules, regulations, directives or orders of the Department.

Rule 112 Unsatisfactory Performance – Civilian Members:

Civilian members of the Police Department shall maintain sufficient competency to properly perform their duties and assume the responsibility of their positions. Civilian members shall perform their duties in a manner, which will maintain the highest standards of efficiency in carrying out the functions and objectives of the Department. Unsatisfactory performance may be demonstrated by a lack of knowledge of Department policy and procedures; an unwillingness or inability to perform assigned tasks; the failure to conform to work standards established for the civilian member's or position; the failure to take appropriate action within the responsibilities of the civilian member's assignment; or absence without leave. In addition to other indicators of unsatisfactory performance, the following will be considered prima fascia evidence of unsatisfactory performance: a written record of repeated infractions of rules, regulations, directives or orders of the Department.

Rule 113 Alcoholic Beverages and Drugs in Police Facility:

Members of the Police Department shall not store or bring into the police facility or vehicle alcoholic beverages, controlled substances, narcotics, or hallucinogens, except alcoholic beverages, controlled substances, narcotics, or hallucinogens that are to be submitted into evidence for safekeeping, or for disposal.

Rule 114 Possession and Use of Drugs:

Members of the Department shall not use any controlled substances, narcotics, or hallucinogens that could affect or impair their ability to function in their job, except when prescribed in the treatment of members by a physician or dentist. Members of the Department shall not possess any controlled substance, narcotics, or hallucinogens except when prescribed in the treatment of members by a physician, dentist, or in the performance of official police duties. When any controlled substance, narcotics, or hallucinogens are prescribed, members shall notify their superior officer. An Employee Assistance program may be administered through the office of the Chief of Police, when there is an indication of any drug dependency.