

16.9

Document # 31-G

Memorandum of Agreement between the City of Haverhill and the *Police Patrolman Association Group*

IN CITY COUNCIL: December 9, 2025

FILED FOR 10 DAYS

10 YEAS, 0 NAYS, 1 ABSENT

Attest: Kaitlin M. Wright
Kaitlin M. Wright, CMC
City Clerk

IN CITY COUNCIL: JANUARY 13, 2026
MOA APPROVED 10 yeas, 0 nays, 1 absent

ATTEST:

Kaitlin M. Wright
KAITLIN M. WRIGHT, CITY CLERK

APPROVED:

Melinda E. Barrett
MELINDA E. BARRETT, MAYOR

File for 10 days

5.3



MELINDA E. BARRETT
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@HAVERHILLMA.GOV
WWW.HAVERHILLMA.GOV

December 5, 2025

To: City Council President Thomas J. Sullivan and Members of the Haverhill City Council

From: Mayor Melinda E. Barrett

RE: MOA- Police Patrolman Association Group

Dear Mr. President and Members of the Haverhill City Council:

Please find attached a Memorandum of Agreement for the Police Patrolman Association Group. This item must be placed on file for 10 days after which I recommend approval.

Sincerely,

Melinda E. Barrett
Mayor

MEB/em



5.3.1

Haverhill

Human Resources Department, Room 306

Phone: (978) 374-2357 Fax: (978) 374-2343

Denise McClanahan, HR Director – dmcclanahan@haverhillma.gov

Christina Carrie, HR Technician – ccarrie@haverhillma.gov

John DeRusso, HR Technician – jdelrosso@haverhillma.gov

Bridget Panniello, Head Clerk/Floater – bpanniello@haverhillma.gov

TO: Mayor Melinda Barrett
FROM: Denise McClanahan, HR Director
DATE: December 5, 2025
RE: MOA submission

As a result of recent negotiations, attached please find the MOA for the Police Patrolman Association group. Please submit this document to the next City Council meeting for action.

dIm

TO: MAYOR MELINDA BARRETT
FROM: Denise McClanahan, HR Director
DATE: 12/4/2025
RE: COLLECTIVE BARGAINING FINANCIAL DISCLOSURE

2025
12/4/2025

NAME OF CONTRACT OR GROUP: Police Patrolman Group
CONTRACT PERIOD: 7/1/2025 to 6/30/2028

% INCREASE FOR EACH CONTRACT YEAR:

Year 1 2 % Year 2 2 % Year 3 2 %

In FY 26, drop start, year 1, & year 2 steps – make year 3 the new start step

Cost of COLAs (along with market adjustments) for each fiscal year of contract (amounts are approximate and include contractual step increases):

Year 1 – FY <u>26</u>	Cost amount	<u>\$317,805</u>
Year 2 – FY <u>27</u>	Cost amount	<u>\$136,570</u>
Year 3 – FY <u>28</u>	Cost amount	<u>\$139,860</u>

ADDITIONAL COSTS

(i.e., OT, Hazardous Duty, Professional Development, Clothing Allowance, Holiday Pay, etc.)

Approx longevity increase	<u>\$32,950</u>
Approx accreditation reduction FY26	<u>\$-56,950</u>
Approx education reduction FY 26	<u>\$-111,833</u>
Approx Interpreter stipend increase	<u>\$2,700</u>

Total salary budget for this group was: \$5,500,000

Total salary budget at end of contract period: \$6,000,000

Percent increase in salary budget (includes contractual steps): 10% over 3 years

Are there any other groups or individuals that would be directly affected by this budget? No

What would be the effect? _____

Are there any other known implications to this contract? _____

Funds are appropriated

Yes No
☒ ☐

Where funds are located

Account #: Click or tap here to enter text.

Funds need appropriation by council

Yes No
☐ ☒

Where funds to come from

Account #: Click or tap here to enter text.

Auditors Office

HR Dept

**TENTATIVE AGREEMENTS OFF-THE-RECORD FOR SUCCESSOR
MEMORANDUM OF AGREEMENT**

Dated: December 4, 2025

THE CITY OF HAVERHILL

AND

THE HAVERHILL POLICE PATROLMEN'S ASSOCIATION

This proposed term sheet modifies the existing collective bargaining agreement 07/01/2022 – 06/30/2025 for the term of 07/01/2025 – 06/30/2028. All terms of the existing agreement are extended except as modified herein. Unless otherwise provided, all provisions shall become effective on the date the contract is ratified by the Union Membership and funded (or otherwise approved) by City Council.

1 ALTERNATIVE PATHWAYS

The Parties agree to implement Alternative Pathways for Public Safety Hiring as codified in Chapter 238, § 147 of the Acts of 2024, which adds sections 59A-59D to M.G.L. c. 31, provided seniority is within the exclusive authority of the Union.

2 VACATION

The parties agree to the attached amended vacation policy shown in redline.

3 BODY WORN CAMERAS

The parties agree to implement the attached Body Worn Camera Policy.

4 OVERTIME

The Union agrees to negotiate the hold over policy in good faith with the Chief.

5 SALARIES / COLA

The parties agree to amend the wages scales as follows:

July 1, 2025	2%
July 1, 2026	2%
July 1, 2027	2%

The parties agree to eliminate first three years in wage scale and start new hire officers on the existing third year.

6 **4/4 SHIFT – ARTICLE 8**

The parties agree to amend Article 8 by adding following new paragraph “(f)”:

(f) The parties have agreed to implement a 4/4 and 4/3 (detectives) schedule under the following conditions:

1. As the 4/4 schedule configuration results in one hundred twenty (120) hours (“Kelly hours”) per year owed to the City (30 hours per quarter), while the 4/4 schedule is in effect, officers are responsible for ensuring that their Kelly hours are reflected in the time bank each quarter, which may be repaid by members using any accrued time, except for sick leave.
2. If an officer fails to document Kelly hours in the time bank or repay said hours in accordance with the prior section, the administrative Captain shall assign any undocumented Kelly hours to suit the best needs of the Department.
3. If the Chief determines that the operations of the department require elimination of use of the Four-and-Four and Four-and-Three Shifts, except in the case of the public emergency, 180 days’ notice must first be provided to the Union of the Chief’s intent to change the schedule and the Union shall have an obligation to bargain with the Chief to impasse. In the event of a public emergency, the response to which having a nexus to elimination of the Four-and-Four and Four-and-Three Shifts, the Chief may immediately and temporarily change the shift schedule to respond to said emergency until such time as the emergency ceases to exist. Notice of either **intent to change the shifts in non-emergency situations or notice of emergency changes to the shifts shall be posted on the Department’s bulletin board and shall be emailed to all officers and the Union executive board.**

7 **PRIVATE PAID DETAIL – ARTICLE 9**

The parties agree to the following amendments to Article 9. All other language in Article 9 shall remain.

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. The rate shall be ~~fifty-two dollars (\$62.00)~~ **sixty-eight dollars (\$68.00)** per hour, with an ~~four (4)~~ **eight (8)** hour minimum. The rate shall commence upon ratification by the Union and approval by the City Council and there shall be no retroactive payments. There shall be a 10% differential paid on details worked on nights and a 10% differential paid on details worked on weekends. City Details and details for non-profit charities shall be straight fifty-five dollars (\$55.00) per hour.

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 number of hours.~~ Any hours worked in excess of eight (8) shall be compensated at the rate of 1.5 times the detail rate.

8 OVERTIME - ARTICLE 19

The parties agree to amend Article 19 by adding the following sentence at the end of the first paragraph:

Once a member has been relieved from duty after being assigned to perform overtime, said member is authorized to accept Private Paid Details from the time they are relieved of duty, and shall be permitted to receive contractual minimum hours of pay as required by Articles 19.

9 LONGEVITY – ARTICLE 22

The parties agree to amend Article 22 by replacing the scale with the following

After 5th year - \$1400

After 10th year - \$1450

After 15th year - \$1500

After 20th year - \$1550

After 25th year - \$2000

30 years – 3% of base wage

10. COURT TIME – ARTICLE 23

The parties agree to amend Article 23 by adding the following sentence at the end of the first paragraph:

Once a member has been relieved from duty after appearing for Court Time, said member is authorized to accept Private Paid Details from the time they are relieved

of duty, and shall be permitted to receive contractual minimum hours of pay as required by Articles 23.

11 MISCELLANEOUS (SPECIALTY STIPEND) – ARTICLE 27

The parties agree to amend Article 27 as follows:

Detective On-Call List:

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".

The weekly stipend for members assigned to Detectives On-Call shall be expanded to all specialties and those members assigned to Northeastern Massachusetts Law Enforcement Council (NEMLEC) and the amount shall be increased to ~~forty dollars (\$40.00)~~ sixty dollars (\$60) per week, effective upon funding by the City Council (there shall be no retroactive payments). This weekly stipend shall not included in the base pay or any other monetary items. ~~A weekly stipend for all other Specialty Positions shall be paid in the amount of twenty-five (\$25.00).~~

12 TUITION REIMBURSEMENT - ARTICLE 28

The parties agree to increase per course reimbursement to \$1000 and increase per year cap as follows:

FY25 - \$2500

FY26 - \$2750

FY27 - \$3000

13 EDUCATION – ARTICLE 29

The parties agree to amend Article 29 as follows:

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.~~

~~Effective July 1, 2022, those officers not eligible for the above so-called Quinn benefits shall be eligible to receive educational incentive benefits as follows: \$2,500 for an associate's degree; \$5,000 for a bachelor's degree; \$7,000 for a master's degree, for all Quinn-qualifying criminal justice degrees or a law degree from an accredited institution. Payments as described herein shall be calculated in the same manner as Quinn-level payments under Article 29(d), 2nd sentence.~~

~~(MOU 5/24/2022)~~

~~Effective July 1, 2024, the above rates shall increase an additional \$1,000 to: \$3,500 for an associate's degree; \$6,000 for a bachelor's degree; and \$8,000 for a master's degree.~~ (MOU 5/24/2022)

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

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 (i.e. the Quinn Bill), effective July 1, 2025 in accordance with this section E., the City agrees to provide educational incentive over and above this is required by the current CBA to officers who are not eligible for educational incentive pursuant to the Quinn Bill, who are actively employed by the City, who are listed on the attached appendix and who have successfully attained a degree in Criminal Justice or its equivalent from an accredited college or university* in those fields specified in the CBA as follows:

- a. Associate's Degree 10%
- b. Bachelor's Degree 20%
- c. Master's Degree 25%

*The Police Chief shall determine if the program satisfies this provision (both the university or college from which the degree is attained and the equivalency to Criminal Justice, which positive determination shall not be unreasonably withheld.

As agreed, between the parties, effective 7/1/25, employees who have achieved their Associate's Degree will be paid 75% of the 10% rate for an Associate's Degree; employees who have achieved their Bachelor's Degree will be paid 75% of the 20% rate for a Bachelor's Degree; employees who have achieved their Master's Degree will be paid 75% of the 25% rate for an Master's Degree.

Effective 7/1/26 employees shall be eligible for the full % rate according to their degree.

Additionally, for those officers who have less than a full associate's or bachelor's degree the City will provide ½ the amount as follows on receipt of credits towards a qualifying degree:

- a. 30 credits toward associate's degree (½ of the associate's degree %); each year
- b. 90 credits toward bachelor's degree (associate's degree % plus ½ of the bachelor's degree %); each year

14 CIVILIAN POSITIONS – ARTICLE 34

The parties agree to amend Article 34 by adding the following new paragraph E.

E. Pursuant to Paragraph A of this Section, the Association and the City agree to allow the Chief, upon the current Bargaining Unit members' retirement or removal from the assignment, to replace the following positions with civilian personnel:

1. Firearms Licensing
2. Evidence/Property Custodian
3. Background checks for prospective police officer applicants

Such appointments shall only be implemented upon the retirement, voluntary relinquishment of assignment or removal for cause, of the Bargaining Unit member(s) currently assigned to the above-listed positions, provided that the City maintains a minimum of 84 funded positions within the bargaining unit.

15 **LANGUAGE INTERPRETER STIPEND - ARTICLE 38**

The parties agree to amend Article 38 as follows:

~~Effective January 1, 2023, employees~~ **Employees** who demonstrate fluency in a language, other than English, spoken by more than 5% of the City's population or approved by the Chief and Human Resources as a language that will benefit the department, shall receive a yearly bonus ~~of five hundred dollars (\$500)~~ **as set forth in the schedule below**. Officers interested in qualifying for this stipend who speak a language not previously identified as a qualifying language may petition the Chief to request that the additional language be added to the list. The determination of the language meeting the 5% level or being a benefit to the department shall be made by the City upon a review of relevant, objective data, including review of officers used to interpret as reflected by Department entry code assignment 101 T. Fluency in American Sign Language qualifies for this stipend, regardless of the percentage of the City population that uses ASL. Fluency shall be assessed each year in an interview with a competent speaker chosen by the City. The interviewer must determine that the employee is fluent in order for him/her to qualify for the bonus. Any employee receiving this stipend must respond to situations requiring their fluency skills as ordered, while on duty.

~~Effective July 1, 2023, this annual stipend shall be increased to \$575 for those who qualify.~~

~~Effective July 1, 2024, this annual stipend shall be increased to \$650 for those who qualify. (MOU 5/24/2022)~~

FY26 – 50 or more calls* \$1000; less than 50 existing rates + \$50

FY27 – 50 or more calls* \$1100; less than 50 existing rates + \$50

FY28 – 50 or more calls* \$1200; less than 50 existing rates + \$50

Language interpreter compensation section only effective for the duration of this successor contract.

16 ACCREDITATION STIPEND - ARTICLE 39

Amend Article XXIII, section 3. by adding the following:

Section 3. Accreditation stipend

As agreed, between the parties, the \$1,000 accreditation stipend paid to employees will be reduced during FY26 and be replaced with 33% of the \$1,000 stipend (\$333.33). In FY27, the accreditation stipend will increase to 66% of the \$1,000 stipend (\$666.66). In FY28, officers shall receive a stipend of \$1,000 for the accreditation. All other language shall remain.

17. HOUSEKEEPING

The parties agree to the following housekeeping items:

- a. Integrate the collective bargaining agreement with this and all prior memoranda of agreement as soon as possible.*
- b. Remove the existing grades pertaining to educational incentives and challenges thereto.*
- c. Correct any and all non-substantive changes, including grammar, punctuation, spelling.*

REDLINED VACATION POLICY

Preapproved Vacation Requests

A vacation request shall consist of a minimum of four consecutive work days (shifts) off, which can include the two work days preceding, and the two work days following the member's regularly scheduled days off.

Example: Requesting Tuesday and Wednesday off, regular days off being Thursday and Friday, and requesting Saturday and Sunday off, equaling a total of four consecutive work days

Members must make the request with four (4) weeks' advance notice via the current time management program and also email the Division Commander, or his/her designee, of the entered request; vacation requests may not be submitted more than one (1) year in advance. Vacation shall be approved in accordance with the following seniority schedule:

0-5 years two (2) preapproved vacation requests per fiscal year

5-10 years three (3) preapproved vacation requests per fiscal year

10-21 years four (4) preapproved vacation requests per fiscal year

21+ four (4) preapproved vacation requests per fiscal year, plus additional ten hours per year for next four years. For the additional hours, the four workday minimum language shall not apply.

Members may continue to submit preapproved vacation requests even after use of the seniority based pre-approved vacation policy allotment above, and they may still receive pre-approval of a vacation. The above seniority schedule reflects the maximum number of guaranteed requests. However, once a member has utilized their fiscal year preapproved vacation allotment, the Chief may refuse a request for preapproval or rescind such approval in the event of a hold or forced overtime shift. The members are permitted to do a straight time swap where swap days are identified within 60 days of the swap. Swap days must be identified in advance. Any swap that is outside of the 60 day window as approved by the Chief at his discretion. For those days swapped, the differential or holiday shall be paid to the officer working.

Division Commander, or his/her designee, will respond to the email acknowledging receipt of vacation request; a granted request for time off will be done in the current time management system, which provides an automatic written notification to the member. Requests for preapproved vacations will be granted on a first come, first serve basis, and by seniority when applicable. Preapproved vacations requests shall not be limited to those traveling, and otherwise will not require proof of travel plans or purchases. Members assigned to Administrative, Specialty, or Detectives positions

will submit their request in a similar fashion to their perspective supervisor or designee.

“Black Out” dates, as described previously by the Chief of Police, are holidays or specific dates within the calendar year where additional staffing is required to fill a special event or other function. Black Out dates considered dates where time off requests for preapproved vacation will not be considered in advance until the required number of employees has been filled for such duties or events. Time off for as the staffing needs of the department have been met. Black Out dates are as follows: July Annual City Fireworks event, July 4th, Thanksgiving Eve, Thanksgiving Day, November Annual Santa Parade, Christmas Eve, Christmas Day, New year’s Eve, New year’s Day.

In drafting the MOA and/or Integrated CBA, the parties agree to include language that clarifies that members may continue to submit preapproved vacation requests even after use of the seniority based pre-approved vacation policy allotment, and they may still receive pre-approval of a vacation. The above change reflects the maximum number of guaranteed requests.

Haverhill Police Department

Body Worn Camera Policy

Massachusetts police accreditation standards referenced: **1.1.2; 41.3.8; 42.2.1; 42.2.2; 52.1.1**

[Link to Police Reform Law Requirements](#)

GENERAL ORDER

POLICY NUMBER:
012

Effective Date:

11/15/2025

Revised Date:

Total Pages: 13

ISSUING AUTHORITY

I. GENERAL CONSIDERATIONS:

The purpose of this policy is to establish guidelines for the proper use, management, storage, and retrieval of video and audio data recorded by Body Worn Cameras (BWCs). BWCs are effective law enforcement tools that reinforce the public's perception of police professionalism and preserve factual representations of officer-civilian interactions. BWCs may be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of incidental evidence or contraband. The equipment will enhance the Haverhill Police Department's ability to document and review statements and events during the course of an incident, preserve video and audio information and evidence for investigative and prosecutorial purposes. BWC recordings, however, provide limited perspective of encounters and incidents and must be considered with all other available evidence, such as witness statements, officer interviews, forensic analysis and documentary evidence. Additionally, studies have shown that BWCs are a contributing factor in reducing complaints against police officers, increasing police accountability, and enhancing public trust.

It is the policy of the Haverhill Police Department to respect the legitimate privacy interests of all persons in Haverhill, while ensuring professionalism in its workforce. Officers shall only use BWCs within the context of existing and applicable federal, state, and local laws, regulations, and department rules and policies. The Haverhill Police Department prohibits recording civilians based solely upon the civilian's political or religious beliefs or upon the exercise of the civilian's constitutional rights, including but not limited to freedom of speech, religious expression, and lawful petition and assembly. BWC footage shall not be reviewed to identify the presence of individual participants at such events who are not engaged in unlawful conduct. BWCs will not include

technological enhancements including, but not limited to, facial recognition or night-vision capabilities. **41.3.8 (4g)**

When performing any patrol function, as determined by the Police Commissioner, officers must wear and activate BWCs according to the Haverhill Police Department policy.

Officers shall not be disciplined for violations of this policy during the first 180 days of the implementation of the BWC program. This 180 day period shall begin on the first day that BWC's are being utilized by officers in the field. **41.3.8 (2); 41.3.8 (4a)**

II. PROCEDURES:

Sec. 2.1 Training: Prior to being issued a BWC, officers shall successfully complete Haverhill Police Department approved training related to this policy as well as the activation, use, categorization, and uploading of data. All department personnel who may supervise officers wearing BWCs or will require access to review videos shall also attend Haverhill Police Department approved training. **41.3.8 (4j)**

Sec. 2.2 Camera Activation and Incidents of Use: Officers will activate the BWC only in conjunction with official law enforcement duties, where such use is appropriate to the proper performance of duties, and where the recordings are consistent with this policy and the law. As in all law enforcement and investigative activities, the safety of officers and members of the public are the highest priority. If an immediate threat to the officer's life or safety makes BWC activation dangerous, then the officer shall activate the BWC at the first reasonable opportunity to do so. **Once activated, the officer shall not deactivate the BWC until the encounter has fully concluded and/or the officer leaves the scene** (see Section 2.8, BWC Deactivation). Officers shall record all contact with civilians in the following occurrences unless the decision to stop recording is made pursuant to Section 2.6 and 2.7: **41.3.8 (4c)**

1. Vehicle Stops;
2. Investigative person stops: consensual, or FIO's, or articulable reasonable suspicion stops, or stops supported by probable cause;
3. All dispatched calls for service involving contact with civilians;
4. Initial responses by patrol officers, including on-site detentions, investigations pursuant to an arrest, arrests, and initial suspect interviews on-scene;
5. Prisoner transports;
6. Pat frisks and searches of persons incident to arrest (if not already activated);
7. Incidents of Emergency Driving;
8. Incidents of Pursuit Driving;
9. When an officer reasonably believes a crowd control incident may result in unlawful activity;
10. Any contact that becomes adversarial, including a Use of Force incident, when the officer has not already activated the BWC; or
11. Any other civilian contact or official duty that the officer reasonably believes should be recorded to enhance policing transparency, increase public trust and police-community relations, or preserve factual

representations of officer-civilian interactions, provided that recording is consistent with Sections 2.3, 2.4, 2.5, 2.6, 2.7, 4.1 and 4.2 of this policy.

If an officer fails to activate the BWC, fails to record the entire contact, or interrupts the recording, the officer shall notify his/her Duty Supervisor and shall document in the incident report that a recording failure occurred. If an officer fails to activate the BWC, fails to record the entire contact, or interrupts the recording, and does not create an incident report, the officer shall notify his/her Duty Supervisor and shall submit a BWC Special Notification Form via the department intranet to document that a recording failure occurred by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

Sec. 2.3 Recording within a Residence: Upon entering a private residence without a warrant or in non-exigent circumstances, the officer shall notify occupants they are being recorded. When determining whether or not to record, the officer shall be guided by the safety of all person(s) present, and weigh the discretionary factors referenced in Section 2.4 with the fact that a home is a uniquely private location. If the officer turns off the recording per occupant request, that officer should notify operations by radio that the incident is no longer being recorded by request, if possible. Officers recording in a residence shall be mindful not to record beyond what is necessary to the civilian contact, and shall not use the BWC with exploratory intent to create an inventory of items in the residence.

If an officer uses his/her discretion to turn off the BWC, the officer shall document this action in the incident report. If the officer does not create an incident report, the officer shall notify his/her Duty Supervisor and shall submit a BWC Special Notification Form via the department intranet to document that he/she decided to stop recording by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

Sec. 2.4 Recording in Areas Where There May be a Reasonable Expectation of Privacy: Officers should be mindful of locations where recording may be considered insensitive or inappropriate. Such locations may include locker rooms, places of worship, religious ceremonies, certain locations in hospitals or clinics, law offices, and day care facilities. At such locations, at the officer's discretion and based on the circumstances, the officer may turn off the BWC. The officer may also consider diverting the BWC away from any subjects and recording only audio, if appropriate. When exercising discretion in such situations, the officer should generally base his/her decision to stop recording, divert the BWC, or record only audio on the following BWC Discretionary Recording Considerations.

The officer must be able to articulate the reason for his/her decision to exercise discretion. BWC Discretionary Recording Considerations include, but are not limited to: the sensitive or private nature of the activities or circumstances observed; the presence of individuals who are not the subject of the officer-civilian interaction; the presence of people who appear to be minors; any request by a civilian to stop recording; and the extent to which absence of BWC recording will affect the investigation.

If an officer uses his/her discretion to turn off the BWC, the officer shall document this action in the incident report. If the officer does not create an incident report, the officer

shall notify his/her Duty Supervisor and shall submit a BWC Special Notification Form via the department intranet to document that he/she decided to stop recording by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

Sec. 2.5 Notice of Recording: The officer shall make a reasonable effort to inform civilians, as close to the start of the encounter as is reasonably possible, that the officer is recording them unless an immediate threat to the officer's life or safety or the life or safety of any other person makes BWC notification dangerous. Officers shall notify civilians with language such as "I am advising you that I am recording our interaction with my Body Worn Camera." Officers shall not record civilians surreptitiously. The officer shall notify other department members and/or criminal justice personnel (prosecutors, judges, other law enforcement personnel) when a BWC is recording.

Sec. 2.6 Consent to Record: Officers do not have to obtain consent to record. If a civilian requests the officer stop recording, the officer(s) has no obligation to stop recording if the officer is recording an occurrence identified in Section 2.2. When evaluating whether to stop recording, officers should weigh the BWC Discretionary Recording Considerations identified in Section 2.4. Officers should record the request to turn the BWC off and the officer's response to that request, if possible.

If an officer deactivates a BWC in response to a civilian request, the officer shall also indicate the request in an incident report. If an officer deactivates a BWC in response to a civilian request and does not create an incident report, the officer shall notify his/her Duty Supervisor and shall submit a BWC Special Notification Form via the department intranet indicating that a civilian requested the officer turn the BWC off by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor. **41.3.8 (4c)**

Sec. 2.7 Recording of Victims / Witnesses: If an officer's BWC would capture a visual or audio recording of a victim or witness who is giving his/her first account of a crime, the officer may record the encounter but should weigh the BWC Discretionary Recording Considerations specified in Section 2.4 in determining whether to activate or discontinue audio and/or video recording. If the officer decides to activate and/or continue audio and/or video recording, the officer shall make the notification specified in Section 2.5. If the victim is in any way unsure of the need for the recording or is uncomfortable with the thought of being recorded, the officer shall inform the civilian that the civilian may request to have the BWC turned off. If the camera is already activated, the officer should record the request to turn the BWC off and the officer's response, if possible. If the recording is stopped, the officer shall notify his/her Duty Supervisor that a recording was stopped pursuant to a civilian request and the officer shall submit a BWC Special Notification Form via the department intranet by the end of the shift or as soon as practical. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

Sec. 2.8 BWC Deactivation: To the extent possible, prior to deactivating a BWC, the officer shall state the reason for doing so. Generally, once the officer activates the BWC, the officer will continue recording until the event has concluded. Below are some non-exhaustive examples of when deactivation may be permissible: **41.3.8 (4c)**

1. The officer has concluded the interaction;

2. All persons stopped have been released or left the scene or an arrestee has arrived inside the station at the booking desk or secure court or corrections/jail facility.
3. The event is sensitive, the officer has weighed the BWC Discretionary Recording Considerations specified in Section 2.4, and has decided to deactivate the BWC;
4. The incident has concluded prior to the arrival of the officer;
5. A supervisor orders the officer to stop recording.

Sec 2.8.1 Audio Muting: Officers may activate the audio muting feature of the BWC during a recording event while consulting with other law enforcement members or supervisors, as such discussions:

- May be for training purposes; or
- Could undermine, reveal or disrupt Haverhill Police Department strategy or plans, ongoing investigations; or
- Could jeopardize the secrecy, safety or security of victims, witnesses, confidential informants, undercover members, sworn members, or members of the public; or
- For another legitimate law enforcement related reason

To the extent possible, the officer should state the reason for muting the audio prior to activating that feature of the BWC. Upon completion of the discussion, the audio muting feature shall be turned off, allowing the BWC to continue with both video and audio recording.

If an officer activates the audio muting feature of the BWC, that officer shall notify his/her Duty Supervisor and shall complete a BWC Special Notification Form via the department intranet to indicate that he/she activated the audio muting feature by the end of the shift or as soon as practical.

Sec. 2.8.2 Suspicious Device Protocol: First initial responding officers and/or first officers on the scene of a suspicious object shall power off their BWC when in the immediate proximity of the suspicious object. All other responding officers shall ensure they are at least 300 feet from the object prior to activating their BWC's. When dispatching any calls for suspicious objects, operations should remind first responding officers to power off their BWC's prior to approaching the scene.

Sec. 2.9 Special Operations/Tactical/Traffic Unit Activation Factors

1. Special Operations Unit (SOU) Callouts: Briefings, tactical discussions or communications regarding officer placement or safety are not to be recorded. SOU officers will activate their BWC's on approach to any entry point or at the direction of SOU supervisors.
2. Supervisor and SOU Patrol Cars: Officers should avoid capturing lock codes to the extent feasible when accessing gun safes.
3. Traffic Units/Motorcycles: Traffic and motorcycle units shall wear BWC's and record consistent with this policy. Traffic and motorcycle units are not required to activate BWC's during escorts, unless an interaction with the public warrants it.

4. Sensitive Nature/Redaction: Concerns regarding tactics and internal communications shall be redacted for public dissemination when legally permissible.

Sec. 2.10 Pre-Event Buffer: The pre-event buffer on each BWC will be set to 30 seconds and will consist only of video recording. No audio will be recorded during the 30 second pre-event buffer.

III. CAMERA DEPLOYMENT:

Sec. 3.1 Officer Responsibility: BWC equipment is the responsibility of every officer issued the equipment. Officers must use the equipment with reasonable care to ensure proper functioning. Officers shall inform their Duty Supervisor as soon as possible of equipment malfunctions or loss of a BWC so that the Duty Supervisor can procure a replacement unit. **41.3.8 (4i)**

Police officers shall use only BWCs issued by this Department. The BWC equipment and all data, images, video recordings, audio recordings, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the Haverhill Police Department and shall not be released without the authorization of the Commissioner or his/her designee. **41.3.8 (4i); 41.3.8 (4i)**

1. At the beginning of each shift, the officer will: **41.3.8 (4i)**
 - a. Ensure that the issued equipment has a fully charged battery and is functioning properly; and
 - b. Ensure that the BWC does not contain data from a prior shift; and
 - c. Power on his/her BWC and leave it powered on for the duration of the shift; and
 - d. Notify a Duty Supervisor whenever there is a malfunction or damage to the BWC
2. During each shift, the officer shall:
 - a. Affix his/her BWC properly upon his/her uniform in a manner consistent with training; and
 - b. Position and adjust the BWC to record events; and
 - c. Position and adjust the BWC microphone to ensure that it is unobstructed; and **41.3.8 (4i)**
 - d. Maintain sufficient battery power during his/her shift by charging the BWC via the cruiser's USB port or mobile data terminal **41.3.8 (4i)**
 - e. Activate the BWC and record as outlined in Section II above; and
 - f. Document the existence of a BWC recording in all of the appropriate documents, i.e., Incident Report, Crash Report, Citation, FIO, Administrative Reports; and
 - g. Notify investigative or specialized unit personnel of the existence of BWC recording; and
 - h. Document in the incident report the circumstances and reasons if he/she fails to activate the BWC, fails to record the entire contact, interrupts the recording, or the BWC malfunctions. If the officer does not create an incident report, the officer shall notify his/her Duty

Supervisor and shall submit a BWC Special Notification Form via the department intranet by the end of shift or as soon as practical to document the circumstances and reasons. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor.

3. Prior to end of shift: docking/uploading requirements:
 - a. At the end of the shift, each officer shall place his/her BWC in his/her assigned docking station. The docking station will charge the BWCs battery, conduct firmware updates, and transfer video data to the storage system. **41.3.8 (4i)**
 - b. If an officer becomes aware that this process is not occurring or becomes aware of any other malfunction of the system, the officer shall notify his/her Duty Supervisor immediately. **41.3.8 (4i)**
 - c. A supervisor may order, due to investigative needs, an officer to upload their videos via evidence.com at any time.

Sec. 3.2 Labeling and Categorization of BWC Recordings: Proper categorization of recorded data is critical. The retention time for recorded data typically depends on the category of the event captured in the video. Accurate categorization and accurate descriptions also help officers, supervisors, prosecutors, and other authorized personnel to readily identify and access the data they need for investigations or court proceedings.

Section 3.2.1 Categorization: At the conclusion of the call or prior to the end of their shift, officers shall tag data with the appropriate BWC Mobile Device Application categories in accordance with the nature of police activity. Categorization options are in order of seriousness and should be labeled to reflect the most serious nature of police activity. These categories include but are not limited to:

1. Death Investigation
2. Use of Deadly Force or Less than Lethal Force
3. Crash Investigation - Fatal
4. Sexual Assault Investigation
5. Use of Force
6. Arrest
7. Felony - No Arrest
8. Misdemeanor - No Arrest
9. Crash Investigation – Non-Fatal
10. Investigate Person
11. Investigate Premise
12. Public Assist
13. Significant Event - Public Safety
14. Traffic Stop
15. Encounter/FIO
16. Medical Aid/Mental Health
17. No Contact/Other
18. Prisoner Transport

19. Test/Training

20. Accidental Recording

The Department may develop other categories, as needed.

Encounters or incidents should be labeled by the officer to reflect the most serious category. If an officer is assisting other officers on a call, the assisting officer shall use the category of the original incident.

Sec. 3.2.2 Body Worn Camera Mobile Device Application: When installed, the BWC Mobile Device Application's location services will be set to off and should be maintained in the off status with any use of the application. Employees shall follow the training and procedures provided by the department and the BWC vendor.

Section 3.2.3 Title Description: In most instances, the Computer Aided Dispatch (CAD) system will auto-populate the BWC Mobile Device Application title of each data file with the incident location. Officers may also include in the title description specifics of the incidents not easily categorized above for ease of retrieval. Officers are responsible for ensuring the accuracy of the title description of each of their BWC recordings prior to the end of their shift.

Sec. 3.2.4 ID Description: In most instances the Computer Aided Dispatch (CAD) system will auto-populate the BWC Mobile Device Application "ID" field of each data file with the CAD number assigned to the incident. Officers are responsible for ensuring the accuracy of the ID description of each of their BWC recordings prior to the end of their shift.

Sec. 3.3 Request to Redact: Officers wearing BWCs should be aware that their BWCs may unintentionally capture private/security information such as door codes, phone codes, and computer codes. If the officer knows that his/her BWC captured sensitive information or material, the officer shall inform his/her Duty Supervisor and request redaction of the video prior to distribution to any outside parties. The officer shall submit a BWC Special Notification Form via the department intranet, documenting the nature of the information captured and the request for redaction. The submission of the BWC Special Notification Form will result in email notifications to the Patrol Commander and the VEU Supervisor. The supervisor of the VEU will authorize redaction when he/she determines it is necessary.

IV. RECORDING RESTRICTIONS:

Sec. 4.1 Improper Recording: Officers shall not use BWCs to record in violation of this Policy or any rule or procedure of the Haverhill Police Department, including: **41.3.8 (4b)**

1. During breaks, lunch periods, or time periods when an officer is not responding to a call, or when not in service;
2. Any personal conversation of or between other department employees without the recorded employee's knowledge;
3. Non-work-related personal activity, especially in places where a reasonable expectation of privacy exists, such as locker rooms, dressing rooms, or restrooms;
4. Investigative briefings;
5. Strip Searches;

6. Encounters with undercover officers or confidential informants; or
7. Departmental meetings, workgroups, in-service training, or assignments of an operational or administrative nature.

Using BWCs for training purposes is not a violation of this restriction.

If an officer inadvertently records as listed above, the officer shall follow the request to redact/delete procedures described in Section 3.3.

Sec. 4.2 Improper Use of BWC Footage: 41.3.8 (4b)

1. Officers shall use BWC data, images, video recordings, audio recordings, or metadata only for legitimate law enforcement reasons. They shall not use data, images, video recordings, audio recordings, or metadata for personal reasons, or non-law enforcement reasons.
2. Department personnel shall not use BWC data, images, video recordings, audio recordings, or metadata to ridicule or embarrass any employee or person depicted on the recording.
3. Department personnel shall not disseminate BWC data, images, video recordings, audio recordings, or metadata unless the Police Commissioner or his/her designee approve the dissemination and the Department personnel disseminates the BWC data, images, video recordings, audio recordings, or metadata in the course of his/her official duties.
4. Department personnel shall not copy or otherwise reproduce any BWC recording/footage (including using an iPhone, iPad, or other electronic or other device).
5. Department personnel shall not upload or share any BWC recording/footage to any public or social media websites without approval of the police commissioner or his/her designee.
6. Department personnel shall not allow civilians to review any BWC recording/footage.
7. Department supervisory personnel who are authorized to access and view BWC recording/footage will only do so in situations that are specifically authorized and defined by department policy. The viewing of BWC recording/video shall not be done arbitrarily, on the basis of random choice, curiosity, or personal inclination.

V. SUPERVISOR RESPONSIBILITIES:

Sec. 5.1 Duty Supervisors: All Duty Supervisors and OIC's assigned to oversee officers utilizing Department-issued BWCs shall:

1. Ensure officers are utilizing their BWC consistent with this directive.
2. Ensure BWCs and related equipment are kept in a secure location within the department. **41.3.8 (4i)**
3. Notify the Video Evidence Unit if an officer utilizes a BWC that is not assigned to him or her, so the Unit may reassign the recordings of audio and video to the officer who created the recordings.

4. Contact the Video Evidence Unit whenever any officer is unable to use the BWC or upload digitally recorded data due to technical problems.
5. Request replacement BWC equipment from the Video Evidence Unit when an officer indicates the equipment is lost or malfunctioning via the Special Notification Form. Once procured by Video Evidence Unit ensure new equipment is received by requesting officer. **41.3.8 (4i)**
6. Ensure that officers include all required references to BWCs in appropriate department documentation, such as incident reports or Special Notification Form.

Duty Supervisors may review BWC data, images, video recordings, audio recordings, or metadata, consistent with this Policy, to approve any reports.

Sec. 5.2 Video Evidence Unit:

The VEU supervisor will review BWC activity logs and reports utilizing Axon Performance software to ensure officers remain in compliance with Department BWC policy and training. **41.3.8 (4m)**

VI. INTERNAL ACCESS/REVIEW:

Sec. 6.1 Officer Access to Their Own Footage (Not Related to Officer Involved Death, Officer Involved Shooting, or Other Use of Deadly Force): : 1.1.2

Officers may review their own BWC recording when they are:

1. Involved in an incident, for the purposes of completing an investigation and preparing official reports. To help ensure accuracy and consistency, officers should review the BWC recording prior to preparing reports;
2. Preparing for court. Officers should advise the prosecuting attorney that they reviewed the BWC recording; and
3. Providing a statement pursuant to an internal investigation or other critical incidents.

If an officer requests access to footage be made available for a time frame longer than the retention schedule allows, a request to extend retention schedule via the BWC Special Notification Form must be sent to the Video Evidence Unit. The footage will be available according to the Retention Schedule in Section 9.2.

If an officer needs a physical copy of their footage, that officer shall submit a BWC Special Notification Form via the department intranet. The submission of the BWC Special Notification Form will result in email notifications to the Keeper of Records and VEU. Physical copies of the video shall be subject to M.G.L. Ch. 66, Sec. 10 and in accordance with all applicable state laws and regulations.

Sec. 6.2 Officer Access to Footage Following an Officer Involved Death, Officer Involved Shooting, or Other Use of Deadly Force: 1.1.2

Following an officer involved death, officer involved shooting or other use of deadly force, officers and supervisors at the scene shall not view any video before the CID Commander and the Patrol Commander views the footage and uploads it into the system. The on-scene incident commander shall be permitted to view BWC video and relay necessary information if exigent circumstances exist and it is necessary to view the video to (1) identify suspect information or (2) gather pertinent information that is necessary to

protect life or safety prior to the arrival of the CID Commander and the Patrol Commander.

At a time determined by the supervisor in charge of the investigation, officers who: (1) were involved in the incident, (2) discharged their weapon, and/or (3) witnessed the incident may view their own video before giving a statement. At the officer's request, the officer's attorney may be present when the officer views the video.

BWC video footage is a tool that may aid officers in providing an accurate and complete account of the incident. BWC footage should not replace an officer's memories of the incident and the officer should base his/her statement on his/her memories, not solely on the video.

Sec 6.3 Collecting and Securing BWC Footage Following an Officer Involved Death, Officer Involved Shooting, or Other Use of Deadly Force: 1.1.2

The CID Commander shall respond immediately to a death investigation or reported use of deadly force.

The Patrol Supervisor, as soon as circumstances allow, shall collect all BWC equipment assigned to the officers who: (1) were involved in the incident, (2) discharged their weapon, and/or (3) witnessed during the time of the officer involved death, officer involved shooting or other use of deadly force, and store the equipment in a secure compartment of his/her vehicle until CID personnel arrives on scene. Once on scene, CID personnel shall secure any remaining BWC equipment from involved officers and witness officers, as well as equipment already secured by the Patrol Supervisors, at the earliest opportunity. The CID personnel will transport the cameras to the Haverhill Police Department for upload into the system. The BWC equipment will be returned to the officer as soon as possible following the event.

Once uploaded, the Video Evidence Unit shall restrict video access from all users except for the CID investigators assigned to the case. The CID Commander may approve access to other users, as necessary.

Sec. 6.4 Officer Access to Footage: Officers who need to review video or audio footage from another officer shall make a request via the Special Notification Form to the Video Evidence Unit describing why they need to review the footage.

The Supervisor of the Video Evidence Unit shall approve or deny the request. With approval, the Video Evidence Unit will provide access to the video and audio footage to the requesting officer. If providing another officer's video or audio, the Video Evidence Unit shall notify the Patrol Commander and the officer whose BWC footage is requested that the BWC footage is being shared.

Sec. 6.5 Supervisor Access to Footage: Any supervisor within the recording officer's chain of command may review the footage consistent with Section 4.2. A supervisor outside of the chain of command shall only be allowed to review footage with the permission of the Video Evidence Unit Supervisor.

Sec. 6.6 Patrol Commander Access to Footage: The Patrol Commander shall conduct periodic checks to ensure department personnel are using BWCs according to department policy. **41.3.8 (4m)**

Sec. 6.7 Internal Affairs Access to Footage: Supervisors conducting investigations based on civilian complaint or on allegations of criminal behavior or violation of department policy by department personnel may access and view BWC recording/footage related to the investigation. **41.3.8 (4e); 52.1.1**

VII. CID COMMANDER AND DETECTIVE RESPONSIBILITIES:

The CID Commander must ensure that detectives adhere to the duties and responsibilities as follows in this Section:

Detectives will not use the BWC system or evidence.com until they have successfully completed the required training.

The Department will give detectives access to all BWC footage related to their assigned cases and detectives shall review all footage that relates to their assigned case. **42.2.1;**

42.2.2

When assigned a case for investigation, the assigned detectives will: **42.2.1; 42.2.2**

1. Determine the identity of all involved officers.
2. Search evidence.com for any associated BWC media, using applicable search parameters to verify that they have located all relevant files.

BWC footage related to an incident may be updated at a later time or date. Detectives must be aware of and organize all BWC footage related to their cases.

Should a detective consider material too sensitive to be accessible for other members of the Department, the detective shall notify his/her supervisor of the sensitive material. The detective's supervisor shall review the video and, if deemed appropriate, send a request via the BWC Special Notification Form to the Video Evidence Unit to make the data unavailable for a given amount of time.

VIII. EXTERNAL ACCESS:

Sec. 8.1 Prosecutorial / Law Enforcement Access: Federal, state, and local prosecutors shall make requests for BWC footage directly to the Video Evidence Unit. In accordance with current practice, should an officer receive a subpoena for BWC footage, the officer shall direct the subpoena to the Haverhill Police Department Prosecutor. The officer shall indicate that a request for video has been made. The officer shall also direct a copy of the subpoena as soon as practicable to the Video Evidence Unit for response. **41.3.8 (4e)**

Officers are not permitted to provide video to any external partners and shall forward any requests made without a subpoena directly to the Video Evidence Unit.

Upon receipt of the request, the Video Evidence Unit shall determine if the case has been assigned to a detective. If the case has a detective assigned, the Video Evidence Unit shall contact the CID Commander or his/her designee who must authorize the release of the video. Notice to the Video Evidence Unit authorizing the release of the video will be made via the BWC Special Notification Form available via the department intranet. The video evidence unit shall review the BWC footage and provide it directly to the requestor after authorization.

If no detective is assigned to the case, the Video Evidence Unit shall review the BWC footage and provide it directly to the requestor after approval from Video Evidence Unit supervisor.

Sec. 8.2 Public Information Requests: The Video Evidence Unit shall respond to public information requests submitted under M.G.L. Ch. 66, sec. 10 in accordance with all applicable state laws and regulations. The video evidence unit shall complete redactions as necessary. **41.3.8 (4f)**

Sec. 8.3 Other External Information Requests: The Department may receive requests for BWC footage not covered by sections 8.1 and 8.2. For example, civil discovery requests are appropriately submitted to the assigned attorney in the Legal Department. Should an officer receive a civil case subpoena or court order, he or she shall forward the request directly to the Prosecutor of the Haverhill Police Department who shall contact the Legal Department.

If these offices receive other external requests for BWC footage, they shall request necessary and responsive footage from the Video Evidence Unit. Any requests shall be made in writing.

The Video Evidence Unit shall maintain a log of the request, and assist the requesting office to collect and process the requested footage. The Video Evidence Unit shall provide the requested footage to the requesting office, and complete redactions if required by the requesting office. The requesting office will be responsible for the review, approval, and release of footage to the appropriate person(s) as consistent with applicable law and agreements.

Sec. 8.4 Officer Notification: In cases where the officer has not received a subpoena or request for BWC footage directly, the Video Evidence Unit will inform officers when their videos and/or BWC information are released, unless prohibited by legal or investigative restrictions.

Sec. 8.5 Detective Notification: When releasing BWC footage to the public that has been designated as part of an investigation via the BWC Platform, the assigned detective shall be notified, unless prohibited by legal or investigative restrictions.

IX. RETENTION: 41.3.8 (4h)

Sec. 9.1 Camera Storage: BWC recordings and data are kept in a cloud-based storage platform managed by the Video Evidence Unit.

Sec. 9.2 Video Footage Retention: The Department will retain BWC footage based on categorization, but may retain the footage longer on a case-by-case basis as determined by the Police Commissioner or his/her designee. The footage retention schedule for cloud-based footage access is as follows:

a. Schedule I- Indefinite Retention:

- Death Investigation
- Use of Deadly Force or Less than Lethal Force **1.1.2**
- Sexual Assault Investigation
- Crash Investigation - Fatal

b. Schedule II- 7 Year Retention:

- Use of Force
- Arrest
- Felony - No Arrest
- Misdemeanor – No Arrest

c. Schedule III- 3 Year Retention:

- Investigate Person
- Investigate Premise

- Crash Investigation – Non-Fatal
- Public Assist

d. Schedule IV- 180 Day Retention:

- Significant Event - Public Safety
- Traffic Stop
- Encounter/FIO
- Medical Aid/Mental Health
- Prisoner Transport
- No Contact/Other
- Test/Training
- Accidental Recording

Body Worn Camera Special Notification Form

Date: _____

BWC Device: _____

IC#: _____

Time: _____

- ☐ Officer failed to activate the BWC
- ☐ Officer failed to record the entire contact
- ☐ The recording was interrupted
- ☐ Discretion used to turn off BWC in a residence
- ☐ Discretion used to turn off BWC due to reasonable expectation of privacy
- ☐ Officer deactivates BWC in response to civilian request
- ☐ Officer request to redact unintentional private/security information
- ☐ Officer request to redact sensitive information or material
- ☐ BWC is lost
- ☐ BWC is malfunctioning
- ☐ Request to extend retention schedule for access to footage
- ☐ Request for a copy of BWC footage
- ☐ Request to review video or audio footage from another officer
- ☐ Request by detective to limit access of footage because material is too sensitive
- ☐ External request for BWC footage
- ☐ Audio was muted

Additional Notes: _____

Submitted by: _____

PSN: _____

Received by: _____

PSN: _____

CITY OF HAVERHILL


HAVERHILL POLICE PATROLMEN'S
ASSOCIATION

BY

BY



Melinda E. Barrett, Mayor


Conor Clark (Dec 5, 2015 09:09:48 EST)

Conor Clark, President


Dan Trocki (Dec 5, 2015 09:19:01 EST)

Daniel Trocki, Vice President

Approved as to legality:

Approved as to legality:

Katherine M. Feodoroff, City Solicitor



Joseph A. Padolsky, Association Counsel









MOA Haverhill Patrol (clean - final)

Final Audit Report

2025-12-05

Created:	2025-12-05
By:	Joseph Padolsky (jpadolsky@lccplaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG55MkJiYAqg_jglgYCNi3Hh3lbvy6TK_

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-  Document created by Joseph Padolsky (jpadolsky@lccplaw.com)
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2025-12-05 - 2:09:16 PM GMT
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SALARY SCALE - POLICE PATROLMAN GROUP

FY26		NEW START	YEAR 5	YEAR 10	YEAR 20	YEAR 25
	102% Wkly	\$ 1,256.63	\$ 1,299.53	\$ 1,328.77	\$ 1,358.67	\$ 1,399.43
	Yrly	\$ 65,344.75	\$ 67,575.61	\$ 69,096.27	\$ 70,650.87	\$ 72,770.35
	7/1/2025 Hrly	\$ 33.60	\$ 34.75	\$ 35.53	\$ 36.33	\$ 37.42
FY27		NEW START	YEAR 5	YEAR 10	YEAR 20	YEAR 25
	102% Wkly	\$ 1,281.76	\$ 1,325.52	\$ 1,355.35	\$ 1,385.84	\$ 1,427.42
	Yrly	\$ 66,651.64	\$ 68,927.12	\$ 70,478.19	\$ 72,063.89	\$ 74,225.76
	7/1/2026 Hrly	\$ 34.27	\$ 35.44	\$ 36.24	\$ 37.05	\$ 38.17
FY28		NEW START	YEAR 5	YEAR 10	YEAR 20	YEAR 25
	102% Wkly	\$ 1,307.40	\$ 1,352.03	\$ 1,382.46	\$ 1,413.56	\$ 1,455.97
	Yrly	\$ 67,984.68	\$ 70,305.67	\$ 71,887.76	\$ 73,505.17	\$ 75,710.27
	7/1/2027 Hrly	\$ 34.96	\$ 36.15	\$ 36.96	\$ 37.80	\$ 38.93