

## MEMORANDUM OF AGREEMENT

Between the City of Haverhill  
And  
The Haverhill Police Patrol Association

1. Duration: 3 years (July 1, 2019 to June 30, 2022)

2. Wages: Effective 7/1/2019 1.75%  
Effective 7/1/2020 1.75%  
Effective 7/1/2021 1.75%

*See also Paragraph 9 below, Article 21: Salaries*

3. ARTICLE 9: PRIVATE PAID DETAILS AND OVERTIME  
[change language of Article 9(B)(1) to following]

Effective the week following City Council funding of this agreement, increase detail rate to \$52 per hour plus 10% differential on nights and weekends.

4. ARTICLE 10: VACATION  
[add the following to Article 10 Vacation.]

Members of the Association and the Chief of Police agree to the following policy, General Order No. 13, regarding members being granted Vacation request(s). All members and the City agree to be held in accordance with this policy. Any violation of the terms of this policy will be considered a violation of this collective bargaining agreement. The terms shall not be changed or altered without prior written approval of both this Association and the Chief of Police, and as set forth in the provisions of this agreement.

5. ARTICLE 11: HOLIDAYS  
[add following as last paragraph of Article 11]

Effective the week following the City Council funding this Agreement, any Holidays accumulated as days due must be used within twelve (12) months of accrual.

6. ARTICLE 17: GRIEVANCE PROCEDURE  
[amend time for Association submission of grievance under Section A to "six months" from date the Union knew or should have known of the issue]

7. ARTICLE 19: OVERTIME  
[incorporate changes to the Department's "Hold-Over Policy" – General Order No. 024 pursuant to Chief DeNaro and Union's discussions]

*The updated hold-over policy language as agreed upon Hold-Over Policy General Order No. 024.*

8. ARTICLE 21: SALARIES

[add the following language after the "Fifth Step" paragraph in Article 21]

Sixth Step (Effective July 1, 2020): Employees will move to this step upon the tenth (10th) anniversary of their employment as a permanent police officer. The City may advance an employee to the 6th step at any time before the employee's tenth anniversary if the employee has received a superior performance evaluation under the performance evaluation program which has been developed by the parties. The 6th step shall be initially established two and one quarter percent (2.25%) higher than the current 5th step (as seen on the attached wage scale).

Seventh Step (Effective July 1, 2021): Employees will move to this step upon the twentieth (20th) anniversary of their employment as a permanent police officer. The City may advance an employee to the 7th step at any time before the employee's twentieth anniversary if the employee has received a superior performance evaluation under the performance evaluation program which has been developed by the parties. The 7th step shall be initially established two and one-quarter percent (2.25%) higher than the 6th step (as seen on the attached wage scale).

[amend and attach wage scales which reflect the following wage adjustments]

Effective 7/1/19 1.75%

Effective 7/1/20 1.75%

Effective 7/1/21 1.75%

9. ARTICLE 27: MISCELLANEOUS

[add the following language as the last paragraph of Article 27; effective upon signing, no retro]

The City may, in its discretion, pay a one-time \$10,000 signing bonus to any qualified candidate who laterally transfers to the department and successfully serves twelve (12) months. The City shall pay a one-time \$5,000 incentive bonus to any member who refers a qualified candidate for lateral transfer who is hired by the City. No more than one such referral bonus shall be paid for any individual candidate.

The City shall pay a one-time PPE allowance of three-hundred dollars (\$300) to each member on a date prior to 6/30/2021.

10. ARTICLE 30: DIFFERENTIALS

[change language of Article 30 to the following effective 6/30/21.]

Any member of the Bargaining Unit who works any hours between the hours of 4:30 p.m. and 8:30 a.m. will receive a night differential of twelve and one-quarter percent (12.25%) computed on their annual salary. Said differential to be paid weekly. An employee does not have to be regularly assigned to said shift to receive the differential.

Any member of the Bargaining Unit who works any hours between the hours of 8:30 a.m. and 4:30 p.m. will receive a differential of two and one-quarter percent (2.25%) computed on those hours on their annual salary. Said differential to be paid weekly. An employee does not have to be regularly assigned to said shift to receive the differential.

11. ARTICLE 36: RESIDENCY

[amend residency mileage to any other place that is within "15 miles" of the perimeter of said City of Haverhill]

12. ARTICLE 39: WORK JURISDICTION

[amend Article 38 as follows; additions in **bold underline**]

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

**The appointing authority, with the joint agreement of the Chief of Police, may hire special police officers subject to the following limitations:**

1. **Special Police Officers shall be full-time or part-time academy certified as required or allowed by State Law;**
2. **Special Police Officers shall only be hired to fill patrol shift vacancies or to perform bicycle or foot patrols, or traffic or parking enforcement duties, but shall not include performing other duties of specialty assignment positions;**
3. **All shifts for which a Special Police Officer would be eligible for hire shall first be made available to members before the Special Police Officer is hired.**
4. **Special Police Officers employed by the City shall not exceed a total number of one (1) Special Police Officer per ten (10) members.**

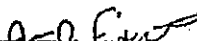
The parties agree that upon ratification by the Union and funding of this agreement by the City Council of the City of Haverhill, the Union shall withdraw, with prejudice, its charge of prohibited practice (Haverhill Police Patrolmen's Association and City of Haverhill, DLR MUP-20-7989).

The parties agree to cooperate to create an integrated contract within 60 days of City Council funding of this agreement. All other terms and conditions of the parties' prior agreements not altered as per above shall remain in full force and effect.

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**CITY OF HAVERHILL**

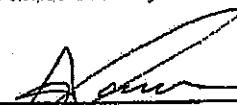
**BY**


  
James J. Fiorentini (Apr 13, 2021 12:47 EDT)  
James J. Fiorentini, Mayor

**HAVERHILL POLICE PATROLMEN'S  
ASSOCIATION  
BY**

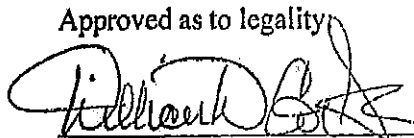
  
Richard Welch, President

  
Daniel Trocki, Vice President

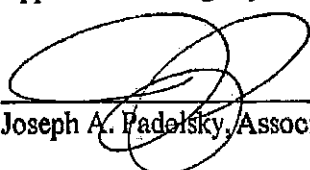
  
Guy Cooper, Treasurer

  
Christopher Dondero, Secretary

Approved as to legality:

  
William Cox, City Solicitor

Approved as to legality:

  
Joseph A. Padoisky, Association Counsel