

Memorandum of Agreement

By and between the

New England Police Benevolent Association, Inc, Local 119,

And

The City of Haverhill, Massachusetts

The City of Haverhill ("the City") and the New England Police Benevolent Association, Inc, ("Local 119 or Union") hereby agree that the collective bargaining agreement between the City and Local 119 will be extended for one and a three-year agreement, through June 30, 2026, with the changes agreed to by the parties' negotiating teams and set forth below. This offer and Agreement shall be considered **off-the-record** until ratified by the Local 119 membership and the City. The bargaining teams shall sponsor and support such ratification. The parties reserve the right to withdraw this proposed off the record settlement offer if not ratified by April 30, 2023.

WHEREAS, the City and Local 119, have bargained collectively for a new collective bargaining agreement (the "New Agreements") to for the period July 1, 2023 through June 30, 2026;

WHEREAS, the City and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the City agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

1. ARTICLE 13 – VACATION

Add a new second and third paragraph to read as follows:

Week Vacation (four (4) or more days) requests shall be place in the "intime system" with all dates, including regular scheduled days off and requested vacation days. Employees will be unavailable to work during this time period. Employees must follow that with an email to the Patrol Commander with the requested dates and the reason for requesting pre-approval of vacation time in advance. No vacation requests shall be pre-approved beyond six (6) months of request. Seniority will settle all tie breakers. There shall be no pre-approval of vacation time on any Department Black Out dates. All Department Black Dates shall be handled on the Tuesday of the prior week approval system. An employee may request at any time to be compensated for vacation time during the calendar year. Unused Vacation Days, as of December 31st, shall be paid in the first full pay period in January.

All vacation requests for less than a full week will be handled by the current process -Tuesday approvals done for the following week.

2. ARTICLE 14 - HOLIDAYS

Change to read as follows:

The following holidays shall be paid holidays for all members of the Department: New Year's Day, Martin Luther King Day, President's Day, Patriots' Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. Holiday pay shall be eight (8) hours pay at the regular hourly rate and shall be paid to each employee over his/her

regular weekly salary, whether he/she worked the holiday, was on vacation, sick leave or death leave. Employees may elect to earn a "Day Due" or take pay.

In addition to holiday pay under section and in addition to compensation for hours worked, employees will receive four (4) hours of additional pay for each shift worked on the holiday. Such compensation will be considered prorated and member shall be compensated this additional pay, or "Time and a half" pay, for any hours worked on a Holiday. Example: half hour additional pay for every 1 hour worked, 2 hours additional pay for every 4 hours worked. Payment of the new prorated rate shall commence upon ratification by the Union and approval by the City Council and there shall be no retroactive payments.

3. ARTICLE 15 - CLOTHING

Change to read as follows:

On July 1st of each year the City shall provide all employees covered by this Agreement with a total of Six (6) Shirts (short / long sleeve), One (1) Sweater and one (1) Coat (every two (2) years). All employees will be expected to wear business casual attire when reporting to duty subject to Chief's discretion.

4. ARTICLE 23 - SALARIES

Change to read as follows:

Wage Grid: The step-based wage grid appearing in this section shall establish annual pay rates for all bargaining unit employees. At the beginning of each successive fiscal year, the eligible employees shall move to the next higher step until reaching maximum.

	Market Adjustment	2.00%	2.00%
	<u>1-Jul-23</u>	<u>1-Jul-24</u>	<u>1-Jul-25</u>
Step 1	\$23.50	\$23.97	\$24.45
Step 2	\$24.62	\$25.11	\$25.62
Step 3	\$25.75	\$26.27	\$26.79
Step 4	\$27.00	\$27.54	\$28.09
Step 5	\$29.00	\$29.58	\$30.17

The parties agree that the city can start newly hired dispatchers at a pay rate up to step 3 based on previous experience and capabilities.

5. ARTICLE 24 - LONGEVITY

Change to read as follows:

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

Years of Service Compensation

After fifth (5) year	\$1,100
After tenth (10) year	\$1,200
After fifteenth (15) year	\$1,400
After twentieth (20) year	\$1,750
After twenty-fifth (25) year	\$2,000

6. NEW ARTICLE – COURT TIME

Add a new article read as follows:

Any employee who attends court after his/her regular shift or on a day off as a witness for the Commonwealth of Massachusetts in a criminal case, or as a witness under subpoena in a civil case arising out of his/her employment as a Haverhill Police Dispatcher, will be paid overtime compensation at the rate of time and one-half for every hour or fraction of an hour which they attend court. In no event shall a dispatcher be paid less than four (4) hours for attending court.

7. NEW ARTICLE – CALL BACK

Add a new article read as follows:

An employee who is called into work outside of his or her regular hours shall be paid for a minimum of four (4) hours.

8. Housekeeping.

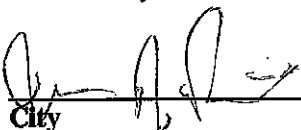
- a. By mutual agreement, grammatical and typographical errors will be corrected, and obsolete language will be deleted.
- b. Revise Duration Article to reflect a three (3) year agreement and remain last article.
- c. Parties agree to the updated City's Parental Leave Policy.

This Agreement is subject to ratification by the City of Haverhill and by New England Police Benevolent Association, Inc, Local 119. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

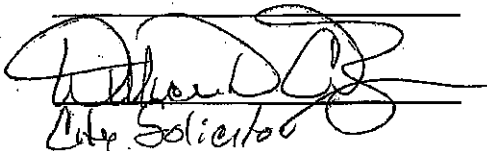
This Agreement has been duly executed by authorized representatives of the City of Haverhill and by New England Police Benevolent Association, Inc, Local 119

IN WITNESS WHEREOF, the Union and the City, by their authorized representatives, have set their hands to this Memorandum of Agreement on this ____ day of March, 2023,

For the City of Haverhill

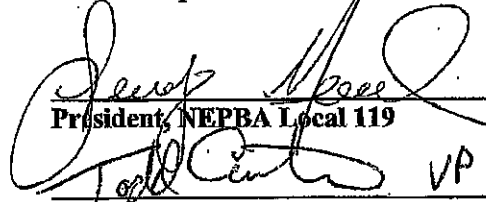


City




City Solicitor

For the Dispatchers Association



President, NEPBA Local 119



Bonnie Raulain Treasurer

35-c

File 10 days

15,42



DOCUMENT 35-C

CITY OF HAVERHILL

In Municipal Council May 16 2023

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
DISPATCHERS GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 21-D of 2021 is hereby amended and the following be inserted in its place thereof:

EFFECTIVE 7/1/2023 - Wage Adjustment	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Civilian Dispatcher	\$ 23.50	\$ 24.62	\$ 25.75	\$ 27.00	\$ 29.00

EFFECTIVE 7/1/2024 - 2%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Civilian Dispatcher	\$ 23.97	\$ 25.11	\$ 26.27	\$ 27.54	\$ 29.58

EFFECTIVE 7/1/2025 - 2%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Civilian Dispatcher	\$ 24.45	\$ 25.62	\$ 26.79	\$ 28.09	\$ 30.17

AMEND ARTICLE 24 - LONGEVITY

Effective 7/1/23 longevity schedule will be as follows:

After fifth (5) year	\$ 1,100.00
After tenth (10) year	\$ 1,200.00
After fifteenth (15) year	\$ 1,400.00
After twentieth (20) year	\$ 1,750.00
After twenty-fifth (25) year	\$ 2,000.00

Approved as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk