

MEMORANDUM OF AGREEMENT
BETWEEN THE
HAVERHILL POLICE PATROLMEN'S ASSOCIATION
AND THE CITY OF HAVERHILL

(Note: The following Memorandum of Agreement is an "Off-the-Record" document unless and until approved and ratified by both parties. In the event either side rejects or fails to ratify the Agreement, both sides are free to return to their last "on-the-record" positions.)

This Memorandum of Agreement ("MOA") sets forth the agreements of the Haverhill Police Patrolmen's Association (the "Union") and the City of Haverhill (the "City"), for a new agreement, to supplement and supersede inconsistent terms of prior agreements in effect through June 30, 2022. The parties sign this MOA to reflect their agreements on May 24, which will be integrated by the parties into the expired collective bargaining agreement.

The Agreement is subject to ratification by the membership of the Union and a funding vote by the City Council. Both parties agree to recommend, support and move toward ratification in as expeditious a manner as possible. The City agrees to seek all approvals from the City Council necessary to effectuate the agreements in this MOA, and the parties understand that any such terms are contingent on those approvals. Except as modified in this Memorandum, the terms and conditions of the old contract will be carried forward into the new contract. Exact language for inclusion in the integrated agreement shall be set off in quotes or in text boxes; other language in the agreement represents agreements by the parties which may or may not be included in the agreement as written.

The following proposals are part of a package to be considered as a whole ("Package Proposal"). The City's Package Proposal is "Off-the-Record" unless approved and ratified by both parties. In the event the parties reject or fail to reach agreement on this Package Proposal, both sides are free to return to their last "on-the-record" positions. Unless otherwise stated, the effective date of all new language or benefits shall be following ratification and funding by the City Council. Failing such ratification, or funding, the Memorandum shall not be admissible in any proceeding between the parties.

1. Article 8 – Hours of Work

Upon ratification and funding, a new stipend position will be created to allow a member(s) of the patrol division an opportunity to assist the patrol commander in the management of shifts. The patrol commander will continue to do the initial shift scheduling. This individual will be trained and given access to help facilitate the filling of shifts. This work will be done outside of his or her regular schedule. The person in this position will receive a stipend of twenty-five dollars (\$25.00) a week. The Union may recommend someone for this position, but the final decision shall be made by the Chief.

2. Article 9 – Private Paid Details and Overtime

Effective the week following the City Council funding of this agreement increase detail rate \$8 to \$62 per hour. City details and details for non-profit charities shall be straight \$55/hr.

3. Article 11 – Holidays

Add Juneteenth (June 19) as a holiday. Employees shall receive retroactive holiday pay for June 19, 2022 provided they were employed as a member of the Haverhill Police Department on June 19, 2022.

4. Article 21-Base Salary

Effective July 1, 2022: 2%
Effective July 1, 2023: 2%
Effective July 1, 2024: 2.25%

Add the following language after the “Seventh Step” paragraph in Article 21:

Eighth Step (Effective July 1, 2023): Employees will move to this step upon the twenty-fifth (25th) anniversary of their employment as a permanent police officer. The City may advance an employee to the 8th step at any time before employee’s twenty-fifth anniversary if the employee has received a superior performance evaluation under the performance evaluation program which has been developed by the parties. The 8th step shall be initially established as three percent (3%) higher than the current 7th step.

5. Article 27 – Miscellaneous

- a. The weekly stipend for members assigned to Detective who are on the “on call” list shall be increased to forty dollars (\$40.00) per week, effective upon funding by the City Council (there shall be no retroactive payments). A weekly stipend for all other Specialty Positions shall be paid in the amount of twenty-five (\$25.00).
- b. The Union will agree to dismiss all grievances regarding the City of Haverhill’s January 23, 2022 Vaccination and Testing Policy, and to discontinue bargaining on said policy as currently administered. In exchange, the City shall remove from all officers’ personnel file any existing discipline related to compliance with the City of Haverhill’s January 23, 2022 Vaccination and Testing Policy, to the extent any such discipline exists, and to pay all patrolmen a \$500 one-time payment in settlement of any and all grievances as of the date of this agreement known or unknown, regarding the COVID-19 Vaccination and Testing Policy. The Parties agree to execute a separate release memorializing their agreement on this issue.
- c. Beards and goatees are authorized. Beards shall be kept clean and neatly trimmed. Officers are encouraged to begin growing out their beards during off time so as not to present an unshaven look while on duty. No portion of the beard may be exceptionally longer than the rest, and goatee/beard hair length shall not exceed a quarter of an inch. The neck shall be kept clean shaven.
- d. Revise current language on accumulation of “time due” to reflect the following:

The parties agree that bargaining unit members in any calendar year shall be entitled to work extra hours for time due, ~~and that Bargaining Unit members may so work for use up~~ to three hundred (300) such hours in a calendar year for time off. Such hours will be

cumulative and may not be replenished throughout the calendar year. Hours accumulated after this usage or notwithstanding usage can be accumulated and members shall have the option of being paid in real time or deferring payment and cashing out at the end of the calendar year up to two hundred and forty (240) hours. Bargaining Unit members must use their time or cash it in within the calendar year. This language shall not affect the Bargaining Unit members rights for days due under the holiday provisions of this Agreement.

6. Article 29 - Education

Change Section E: 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.

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.

7. New Article – Language Interpreter Compensation

Effective January 1, 2023, 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). 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 101T. 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.

8. New Article – Accreditation Stipend

Effective July 1, 2022, an annual accreditation stipend of \$1,000 to be paid at the same time as annual longevity payment provided the Department remains accredited as of July 1 each year. The union agrees to continue to cooperate with National Accreditation (CALEA), to include allowing members to be evaluated in the performance of their duties. This shall resolve the pending claim(s) regarding impact bargaining between the parties regarding changes in the evaluation procedure requiring the members of this group comply with the performance evaluation policies of Haverhill Police Department.

The accreditation stipend shall be paid in any year that the Haverhill Police Department maintains its accreditation. If the Department loses or is unable to maintain accreditation part way through a given year, the stipend will continue to be paid in that year, however, the stipend will not be paid the following year unless the Department is able to reestablish its accreditation status by July 1. Once the Department's accreditation status is reinstated, officers will again become eligible for the annual stipend and no further bargaining will be required.

9. New Article – Parental Leave

The parties agree to the City's proposal attached and provided on August 22, 2022, except that the following sentence will be struck from that proposed language before being inserted into the contract: "Only one (1) parent shall be eligible for such leave from the City of Haverhill for the birth or adoption of a child."

NEW: An officer who qualifies for parental leave due to the birth or adoption of a child shall be permitted to use ten (10) of their own accumulated sick days as parental time off with pay in connection with a qualified parental leave. Must be used within the first twelve (12) months following the birth or adoption of a child.

10. New Article – Field Training Officer Incentive

Accept Union's proposal:

Field Training Officers shall be paid one-and-one-half times their regular rate of pay for any and all shifts on which they are assigned an officer in the field training program.

11. New Article – Civilian Traffic Control

The City proposes the creation of a Civilian Traffic Control Board which would allow the Chief of Police, at his or her discretion, to appoint competent individuals to the position of Civilian Traffic Control Officer for the purpose of filling unfilled details. Civilian Traffic Control Officers monitor, direct and control traffic through or around road construction sites. Individuals appointed to this position must undergo specific training and obtain certification under 701 CMR 7.00. The parties agree that this article shall be implemented consistent with the existing language of the parties' agreements and that the language of *In the Matter of Interest Arbitration between City of Haverhill, Massachusetts and The Haverhill Police Patrolmen's Association*, JLM 15-4626, as it relates to the assignment of details shall continue to be in full force and effect.

1. Sworn police officers (and superior officers) shall have first preference in accordance with Article 9, Section c of the Contract and current practice. If none are available, then:
2. Retired Haverhill police officers or reserves, in accordance with Article 9 of the Contract and current practice, shall be offered the detail. If none are available, then:
3. Persons who are not sworn police officers, subject to the training requirements above, shall be offered the detail.

12. Article – Body Worn Camera

The City would like to discuss the use of Body Worn Cameras (BWC) for purposes of further enhancing the safety of the public, officers, efficiency, quality, and delivery of police services to the citizens of Haverhill. BWC video may be used to verify specific events such as complaints

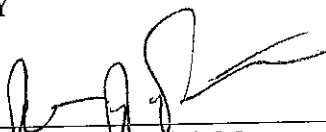
by members of the public, or alleged incidents, and in such cases BWC video footage may then be used to verify the accuracy of such information. Use of BWC subject to a policy that recognizes the City's right to implement the use of BWC and recognizes that disciplinary actions and excessive monitoring are not the intended purpose of BWCs.

Upon approval of a grant or other funding to purchase BWC and associated equipment, the parties agree and commit to enter negotiations to bargain the deployment of body cameras and the terms and conditions under which such deployment shall take place.

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

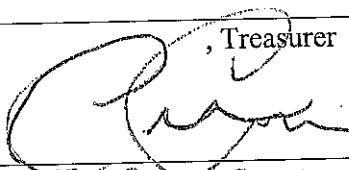
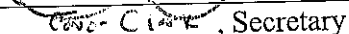
CITY OF HAVERHILL

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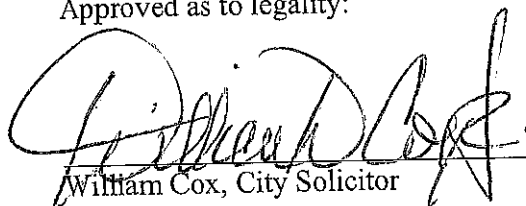

James J. Fiorentini, Mayor

HAVERHILL POLICE PATROLMEN'S
ASSOCIATION

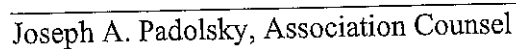
BY


Richard Welch, President
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Approved as to legality:


William Cox, City Solicitor

Approved as to legality:


Joseph A. Padolsky, Association Counsel