

AGREEMENT

BY AND BETWEEN

CITY OF HAVERHILL, MASSACHUSETTS



AND THE



NEW ENGLAND
POLICE BENEVOLENT ASSOCIATION

LOCAL 119

July 1, 2020 through June 30, 2023

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AGREEMENT

This Agreement made and entered into between the City of Haverhill, Massachusetts, HEREINAFTER referred to as the (“City”) and Local 119 of the New England Police Benevolent Association, Inc., HEREINAFTER referred to as the (“NEW ENGLAND PBA or the UNION”), and has its purposes the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of disputes, and the establishment of rates of pay, hours of work, and those conditions of employment expressly set forth herein.

ARTICLE 1 - BARGAINING UNIT

The CITY recognizes the New England PBA, Inc. (“UNION”) as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment. The bargaining unit shall consist of all fulltime & regularly scheduled part-time dispatchers employed by the Employer in its police department but excluding all sworn police officers and all other employees of the Employer.

As used in this Agreement, the words “employee” and “employees” mean a member or members of the bargaining unit and the word “Department” means the police department of the Employer.

ARTICLE 2 - NON-DISCRIMINATION

The City of Haverhill hereby agrees not to discharge or discriminate in any way against employees covered by this Agreement for their Association membership or their activities in said Association.

In addition, there shall be no discrimination by the Association or the City against any employee because of race, creed, color, national origin, age, sex, handicap or sexual orientation. The City and the Association affirm their joint opposition to any discriminatory practice in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skill and ability without regard to consideration of race, creed, color, national origin, age, sex, handicap or sexual orientation. The City and the Association will maintain a policy of affirmative action in regard to discrimination.

ARTICLE 3 - PROBATIONARY PERIOD

The first six (6) months of employment following the training period shall be considered a probationary period. During the probationary period, employees may be disciplined, dismissed or laid off without recourse to the grievance and arbitration process of this Agreement. In addition, employees serving a probationary period may be separated from employment for any or no reason.

ARTICLE 4 - UNION BUSINESS LEAVE

A. The City recognizes the right of the Union to have a Shop Steward who will represent the employees covered by this Agreement. The Union agrees to furnish the Town with a list of Union Officers and Steward immediately after their designation and to notify the City of any change.

B. The Shop Steward shall be granted reasonable time off without loss of pay during the working hours sufficient to seek to settle filed grievances, and, with the permission of the Police Chief or his/her designee, to seek to settle issues or disputes which have not yet been filed as grievances, provided that such time off does not impair the functioning of the dispatch services. The City agrees to permit Union representative to be present at all hearings and meetings involving personnel matters. No employee shall be refused Union representation in matters involving discipline or job performance.

C. Joint meetings between representatives of the Employer and the Union shall be held, whenever practicable, outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours. When such meetings are held outside regular working hours, no employee shall receive any compensation on account of time spent by him or her attending such meetings.

D. The Union will furnish the Human Resources Department and the Chief of Police with a written list of its local officers and will promptly notify the City in writing of any changes thereto. Only such listed officers shall be recognized by the Employer for the purpose of joint meetings except that the Union may, in its discretion, be represented by a Union officer and/or counsel.

E. The Employer will advise the Union in writing of the name, address, and classification of each new employee.

F. Shift swaps may be granted to one elected officer of the Union to attend New England PBA (NEPBA) quarterly business meetings, trainings, and New England PBA (NEPBA) Convention. Official Written notice will be given to the Chief of Police at least one (2) week prior to said meetings, Trainings and Convention.

ARTICLE 5 - ASSOCIATION ACTIVITY PROTECTED

A. Employees shall have the right of self-organization and the right to form, join, or assign any employee organization for the purpose of bargaining collectively through representatives of their own choosing on questions of wages, hours and other terms and conditions of employment, and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint or coercion. An employee shall have the right to refrain from any or all such activities.

B. The Union will represent the interests of all employees without discrimination and without regard to whether or not an employee is a member of the Union. The Employer recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

C. The City of Haverhill provides accessible bulletin board space in the police department for union use, where employees can review union information, such as meeting notices, job opportunities, and other types of information relative to union matters. Also, employees may consult your department's bulletin board for materials concerning State, Federal, and local laws and regulations.

ARTICLE 6 - INDIVIDUAL AGREEMENTS

The employer agrees that it will not enter into any individual or collective agreement with any employees covered by this Agreement, which is contrary to this Agreement, without prior written approval and consultation with said Association.

ARTICLE 7 - MANAGEMENT RIGHTS

It shall be the function of the City of Haverhill to determine the mission of the Police Department of the City of Haverhill, set standards or services to be offered to the public, and exercise control over the Police Department organizations and operations. It shall be the right of the City of Haverhill to direct its employees and take disciplinary actions against any of its employees. The City of Haverhill retains the right to determine the methods, means and personnel by which the Police Department's operations are to be conducted so long as said means, methods and rules governing said personnel are not contrary to this Agreement.

This Article shall not be construed as to preclude any employee procedures concerning any decision made by the City of Haverhill that may concern wages, hours or conditions of employment.

ARTICLE 8 – SENIORITY

Seniority shall be defined as employee's length of continuous service with the Employer since the earliest date of continuous full-time employment in the Dispatch Division of the Department. Seniority shall be acquired by an employee after the completion of his/her probationary period. Seniority shall govern vacation and bidding on vacant shift assignments. The Chief of Police may grant vacation leave at such times during the vacation year as otherwise provide for in this agreement.

A seniority list shall be established and posted in a conspicuous place within the dispatcher's workstation. The list shall be posted annually as of July 1st and not later than July 15th by the Employer and updated upon written request by the Union.

Seniority shall not be affected by vacations, sick leave, military leave, injury leave, unlawful suspensions or any other leave or absence agreed upon between the Employer and the Union.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

The Employer shall not discipline or discharge any employee without just cause. The employee and their Union President will be notified in writing that the employee has been suspended and is subject to discharge. The Union shall have the right to take up the suspension and/or discharge as a grievance.

The provisions of this article shall not apply to disciplinary action, including suspensions and/or discharge involving new employees during an employee's probationary period as provided for above.

ARTICLE 10 – HOURS OF WORK

Tour of duty shall be established on the basis of a four (4) day on and two (2) day off schedule.

Effective July 1, 2020, all employees working the Night Shift or Midnight Shift shall receive a ten (10%) percent differential.

The Hours of Work shall be in six (6) shifts:

12:30 a.m. to 8:30a.m.	11:30 p.m. to 7:30a.m.
8:30a.m. to 4:30p.m	7:30a.m. to 3:30p.m
4:30p.m. to 12:30 a.m.	3:30p.m. to 11:30 p.m.

The Chief shall retain the authority to change the start and end times of the shifts as he determines to be in the best interests of the department. Whenever an employee is held over more than fifteen (15) minutes beyond the end of his/her. Shift shall have a two (2) hour minimum for determining compensation.

ARTICLE 11 – SHIFT BID

The City shall post a shift bid for all dispatchers once a year within the month of December. The shift bid shall be posted for a minimum of fourteen (14) days. The shift bid will be based on full-time employment with the Haverhill Police Department. If shifts are changed, changes will take place on the 1st Sunday of January, unless it's the Holiday and then will be the following Sunday.

ARTICLE 12 – OVERTIME

The following provisions shall govern the fair and equitable assignment of overtime and extra work:

Open shifts shall be determined by the Chief of Police or his/her designee and will be offered to bargaining unit members first. An exception will be made when the vacancy exists due to a bargaining unit member being on vacation or compensatory time off, in which case the vacancy shall be filled at the discretion of the Chief of Police or his/her designee. Union members will have first right of refusal on any open scheduled dispatch shift and that the department just cannot take an officer off the street to fill the shift. The department would first offer it out as overtime prior to that option of taking an officer off the street. Union agrees that chief can bring in an officer at anytime to help dispatchers in an emergency situation.

If the open shift is to be filled by a full-time dispatcher on an overtime basis, the following procedure will be followed:

1. A rotating daily list of all employees will be established.

ASSIGNMENT OF OVERTIME SHIFFS

An overtime list shall be established listing the most senior full-time employee first to the most junior part-time employee. Once an employee works any hours of overtime, that employee hours will be updated to the overtime list. If a new employee is added, that employee shall start at the bottom of the list. This list will reset quarterly.

COMPENSATION OF OVERTIME

Overtime compensation at the rate of time and one half for all hours worked outside of the employee's regular full-time scheduled work week. Approved personal days, sick days, vacation days and in lieu of holidays will be considered to be days worked for the purpose of determining overtime.

In the event than an employee agrees to be compensated for overtime in time-due, said time due will be taken not less than one year from the date of accumulation. Any time-due not taken within not less than one year from the date of accumulation shall be paid out to the employee. An employee may request to carry up to five (5) days of time due beyond the one-year period, which shall be solely at the discretion of the Police Chief. In addition, the granting of vacation time will take precedence over the granting of time due.

ARTICLE 13 – VACATION

All members of the bargaining group shall be granted a vacation without loss of pay as provided for in the Personnel Rules and Regulations of the City of Haverhill. Said vacation period shall commence on the first day in January and run through the last day in December. Members of the Department shall submit requests for vacations to the Chief of Police of the Department or whomever he/she designates and said Chief shall approve said vacation leaves at such times during the vacation year as shall best serve the public interest.

ARTICLE 14 - HOLIDAYS

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, 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.

The parties agree that should Juneteenth (June 19th) day be declared a City of Haverhill, then it will be recognized as a holiday under this agreement.

ARTICLE 15 - CLOTHING

The City shall provide all employees covered by this Agreement with a total of Six (6) Shirts (short / long sleeve) and One (1) Sweater / Coat (every two (2) years).

All employees will be expected to wear business casual attire when reporting to duty subject to Chief's discretion.

ARTICLE 16 – SICK LEAVE

Section 1. All employees (full-time and permanent part-time) shall be credited with sick leave with pay not to exceed nine (9) working days for each year of service, at the rate of three quarters (.75) day per month, provided that said leave is caused by sickness or injury which incapacitates the employee in the performance of this or her duties. Sick leave credit for full-time and permanent part-time employees working twenty (20) hours or more shall begin on the first day of the month following employment. Full-time and permanent part-time employees who are absent without pay and/or on leave without pay for more than one (1) day in any calendar month shall not receive sick leave credit for that month unless otherwise approved by the Mayor.

Section 2. When an employee is out on sick leave for four (4) consecutive workdays, the Chief may require the employee to produce a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Chief's option to be examined by the City doctor). The Chief may require an employee to produce a physician's certificate of his/her illness and of his/her fitness to return to work (or at the Chief's option to be examined by the City doctor) whenever the employee has an active Notice of Intent to Require a Doctor's Certificate. The Chief may issue a Notice of Intent whenever he/she determines that an employee has developed a pattern of inappropriate sick leave. The Notice of Intent will contain the following: 1) a statement of which absences the Chief believes constitutes the pattern and why he/she believes the absences are inappropriate; 2) a statement that the next time the employee takes sick leave, he/she may be required to provide a physician's certificate of his/her illness

and of his/her fitness to return to work (or at the Chief's option to be examined by the City doctor); 3) the date of issuance and date of expiration (the Notice will remain in effect for one year from the date of its issuance and will then lapse); and 4) that the Notice itself will not constitute discipline. The presence of an active Notice will not prevent the issuance of subsequent additional Notices to the same employee. While the Notice itself will not constitute discipline, nothing in this provision will limit in any way the employer's right to discipline an employee for abuse of sick leave. The Chief's good faith decision to issue a Notice of Intent will be subject only to an arbitrary and capricious standard.

For each quarter work year of perfect attendance at work by a full-time member, eight (8 hours) of annual leave will be granted. If a member maintains perfect attendance for one-year (four quarters), an additional eight (8) hours of annual leave will be granted. Such hours of annual leave must be taken during the next working quarter with the approval of the Chief or his/her designee.

Bereavement leave, personal leave, and vacation leave shall not be considered as absences in applying to this provision. This provision shall not include members on Workers Compensation.

ARTICLE 17 – BEREAVEMENT LEAVE

In the event of death in the immediate family, an employee will be granted a maximum of five (5) days with pay (not to exceed one (1) tour of duty where applicable) for spouse, parent, child, or grandchild; three (3) days for brother, sister, foster parent, grandparent, spouse's parent; and one (1-) day for aunt, uncle, brother-in-law, sister-in-law.

ARTICLE 18 - WORKERS COMPENSATION

All employees covered by this Agreement shall be covered under the Worker's Compensation Law. Each such employee shall be entitled to the benefits and be subject to the provisions of General Laws, Chapter 152 to the extent said provisions have been accepted by the City.

An employee receiving Worker's Compensation who is entitled to any sick leave allowance may take such of his/her sick leave allowance payment as, when added to the amount of any Worker's Compensation provided, will result in the payment to him/her of his/her full salary or wages.

An employee will accumulate sick leave, vacation and longevity while receiving Worker's Compensation. Employees who are on long term workers' compensation and who do not return to work during a new calendar year will not accrue vacation, sick, or personal days for the new year unless they return to work.

ARTICLE 19 - HOSPITALIZATION COVERAGE

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Account Under IR Section 125:

The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account and for the Medical Dependent Care Account shall be the maximum annual allowable amount by law.

Health Reimbursement Account

The City will establish Health Reimbursement Accounts pursuant to the current MGL c. 32B PEC agreement.

Section 125 of the IRS code, pre-tax for health, life and dental insurance.

Opt Out Plan

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage. Employees shall not be eligible to receive this benefit more than one time.

ARTICLE 20 – GRIEVANCE AND ARBITRATION

Should any employee or group of employees feel aggrieved concerning his/her wages, hours, or working conditions, which wages, hours or conditions are governed by this Agreement, or which are provided for by any statute, provision, ordinance, rule, regulation or policy, which is not in conflict with this Agreement, concerning any matter or condition arising out of employer-employee relationship, including any claim of unjust discrimination or matter or condition of his/her or their health and safety, adjustment shall be sought by the below procedure. Time limitations may be waived and or extended by mutual agreement of the parties. An aggrieved employee may have a Union Representative present at and participating in any level of the following procedures if he/she so requests.

1. The matter shall first be discussed between the aggrieved employee and his immediate superior in an effort to resolve the matter.
2. The grievance must be reduced to writing and presented to the Chief of Police by the earlier of seven (7) business days after the first step discussion with the aggrieved employee's immediate superior or fifteen (15) business days after the occurrence of the facts giving rise to the grievance or the date as of which the aggrieved employee or the Local had knowledge of or should have known of the occurrence of the facts giving rise to the grievance.

3. If after seven (7) business days of the presentation of the grievance to the Chief of Police, there has been no satisfactory resolution, the Union on behalf of the employee, shall present the grievance in writing within ten (10) business days if the day if receipt of the Chiefs response by the President, to the Mayor's office for his/her consideration.

4. If after twenty-one (21) business days after the presentation of the grievance to the Mayor's Office, no satisfactory resolution has been made, then the Union, on behalf of the employee may request arbitration of the dispute in writing within thirty (30) business days of the date of the receipt by the President of the Union of a response from the Mayor's office or his/her designee.

5. The arbitrator shall have the authority to settle only a grievance which concerns the interpretation and application of the agreement. Any grievance appealed to an arbitrator over which he/she shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify this Agreement.

6. The arbitration shall be in accordance with the labor arbitration rules of the American Arbitration Association. The cost of the arbitration shall be shared equally by the parties.

7. The decision of the arbitration shall be final and binding upon all of the parties, subject to an appeal be either party to a court of competent jurisdiction as provided for by law.

8. If arbitration is elected by an employee as the method of resolution of any grievance involving suspension, dismissal, removal, or termination, it shall be the exclusive procedure for such resolution, as provided in and by Section 8 of Chapter 150E.

ARTICLE 21 – MILITARY LEAVE

Military leaves which are required for the employees covered under this Agreement shall be in accordance with the General Laws of the Commonwealth of Massachusetts and any ordinances of the City of Haverhill.

ARTICLE 22 – RIGHTS AND PRIVILEGES

All benefits which are enjoyed by the employees covered by this Agreement which are not specifically provided for or abridged by this Agreement are hereby protected by this Agreement. All other benefits and/or rights enjoyed by the employees covered by this agreement which are now governed by municipal ordinances or State Law and which are not in conflict with this Agreement shall remain in full force and effect.

ARTICLE 23 – SALARIES

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.

	<u>Current</u>	<u>1-Jul-21</u>	<u>1-Jul-22</u>
Step 1	\$ 19.53	\$ 21.00	\$ 21.37
Step 2	\$ 20.49	\$ 22.00	\$ 22.38
Step 3	\$ 21.51	\$ 23.00	\$ 23.40
Step 4	\$ 22.59	\$ 24.00	\$ 24.42
Step 5	\$ 23.72	\$ 25.25	\$ 25.69

ARTICLE 24 – LONGEVITY

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

<u>Years of Service Compensation</u>	
After fifth (5) year	\$ 1,000
After tenth (10) year	\$ 1,050
After fifteenth (15) year	\$ 1,100
After twentieth (20) year	\$ 1,150
After twenty-fifth (25) year	\$ 1,400

ARTICLE 25 – COURT TIME

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.

ARTICLE 26 - JURY DUTY LEAVE

Members of the Bargaining Unit who are required to appear for jury duty in a state or Federal Court, if they are required to work on that day (whether on a night or day shift), shall, for the duration of said jury duty, be considered temporarily transferred to the day shift. Employees shall not be entitled to overtime compensation for jury duty regardless of the length of service. No employee shall be entitled to additional compensation in the event jury service falls on the employee's day(s) off. No employee shall lose the night differential as a result of a temporary re-assignment for jury duty.

ARTICLE 27 – DUES DEDUCTION

Employees electing to join the Union shall start paying Union dues beginning with the first day of the month following completion of the employees Probationary Period. The City agrees to deduct Union dues weekly for each member of the bargaining unit as certified by the Union and as authorized by the bargaining unit members in writing (appendix A), and to remit to the Treasurer of the union within fifteen (15) working days after the dues were deducted. Such remittance shall be accompanied by a list of employees with the amount deducted for each.

It is recognized that the negotiation for and administration of the Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. To this end, if an Employee in the bargaining unit does not want to be a member of the Union, he/she must sign a statement to that effect (Appendix A). The Employee shall also acknowledge and agree that if representation by the Union is requested by the Employee, the Employee will be required to pay the union all expenses to the extent permissible by applicable law, prior to any representational duties taking place.

ARTICLE 28 – MISCELLANEOUS

a. Personal Day: Employees shall be entitled to three (3) personal days with pay in each calendar year for personal reasons. An employee must work six (6) months prior to becoming eligible to use these three (3) Personal Days. During the first six (6) months of employment, a Personal Day may be granted on an emergency basis by the Department Head. The employee must notify the Department Head or his/her designee a reasonable time in advance. The Department Head or designee shall not unreasonably withhold personal leave.

b. All general and special orders of the Chief of Police or his/her designee shall be in writing and signed by the Chief of Police and a copy of same will be sent to the Association immediately.

c. If the State of Massachusetts fails to provide police photo identification cards to all members and the City requires such, then the City agrees to provide all members of the Bargaining Unit with Police photo identification cards.

d. In addition to handling police, fire and/or medical calls at all times, employees shall continue the current practice of answering and respond to emergency calls regarding public works issues.

ARTICLE 29 – TUITION REIMBURSEMENT

It is agreed if employees attend courses applicable to the dispatching duties, if they receive written approval, prior to taking the course, from the Police Chief, the City will pay the tuition fee of such courses if the individual passes said course with a grade "C" or better. The City shall provide two thousand five hundred dollars (\$2,500.00) per year for educational courses for members of this bargaining unit. The City will provide an application form for employees requesting educational reimbursement. Payment of a course, if approved, will be made to the individual upon receipt of their grade for the course, of "C" or better. A voucher or invoice specifying the cost of the course will be required prior to payment of the course by the City.

ARTICLE 30 – LEAPS REPRESENTATIVE

The Dispatcher who is appointed by the Chief of Police or his/her designee as the LEAPS Representative for a three (3) years period will be paid overtime while performing such duties. The representative shall attend the state meetings and be paid at the rate of time and one -half for such meetings or be granted the time off without being charged if scheduled to work.

The Dispatcher who is appointed as the Back-up LEAPS Representative for a three (3) years period will be paid overtime while performing such duties. The representative shall attend the state meetings and be paid at the rate of time and one -half for such meetings or be granted the time off without being charged if scheduled to work.

During the three (3) year appointment, the representative may be removed at any time at the discretion of the Police Chief. In the event that the LEAPS Representative position becomes vacant, as determined by the City, said position will be posted. The right of appointment shall remain solely with the Police Chief at all times.

In the event than no one in the bargaining unit accepts an appointment to serve as the representative, the City may fill the position with a non-bargaining unit member.

ARTICLE 31 – REST PERIOD

Each employee, during an eight (8) hour shift, will be granted one (1) thirty (30) minute break and one (1) ten-minute break each shift. At the discretion of the watch commander, employees may leave the building during their break.

ARTICLE 32 – TRAINING

The City may provide annual training which it determines to be necessary for all employees covered by this Agreement. In the event that the training is not scheduled during an employee's regular shift, he/she shall be compensated at the overtime rate of pay.

Whenever an employee is required to assist in the orientation of a new employee to the Haverhill Police Department Dispatchers area said employee shall be compensated at two (2) hours of overtime for every one (1) shift eight hour shift training. All new employees must complete at least twelve (12) consecutive weeks of training. Such training requirements may be waived if management is able to hire a trained dispatcher.

ARTICLE 33 – NO STRIKE CLAUSE

The Union agrees that the members of the bargaining unit will comply with the provisions of Massachusetts General Laws, Chapter 150E, Section 9A which provides: "It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slow-down or withholding of services by such employees."

ARTICLE 34 – PERSONNEL FILE

The personnel file shall include copies of any official personnel correspondence between the employer and the employee. The employee shall receive a copy of any adverse material placed in his file and shall have the right to file a statement in response to any such material placed in his personnel file. The employee may submit a written request to review his personnel file during normal business hours and request a copy of said file which shall be available within five (5) business day.

ARTICLE 35 – PARENTAL LEAVE

Every employee shall be entitled to parental as provided for by M.G.L.A. 149 § 105D. Such parental leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she/he was eligible at the date of her/his leave, and any other advantages or rights of her/his employment incident to her/his employment position; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of parental leave unless such employer so provides for all employees on leave of absence.

Nothing in this agreement shall be construed to limit the rights of employees to parental leave benefits otherwise provided by law.

Accrued sick leave and vacation benefits may be used for parental leave purposes under the same terms and conditions, which apply to other temporary medical disabilities.

ARTICLE 36 – STABILITY OF AGREEMENT

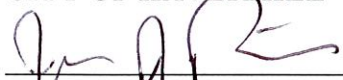
Section 1: The City agrees that within 60 days after ratification of a new collective bargaining agreement, that it will present a new integrated contract with all the agreed upon changes for the Union to review and sign.

ARTICLE 37 - EFFECTIVE DATE OF AGREEMENT AND TERM

This Agreement shall take effect as of July 1, 2020 and shall continue in full force and effect for a term of three years to and including June 30, 2023, unless otherwise indicated and this Agreement shall automatically remain in full force and effect until a new successor Agreement has been reached. Should either party wish to begin collective bargaining discussions for a successor Agreement, notice of such intent may be made in writing to the other party no sooner than 180 days before the expiration of the term of this Agreement.

IN WITNESS THEREOF, this Agreement, which shall take effect as a sealed instrument, has been executed in triplicate originals at Haverhill, Massachusetts, on this ___th day of August, 2022, by the parties hereto.

CITY OF HAVERHILL




James J. Fiorentini, Mayor

Approved as to Legality:



City Solicitor

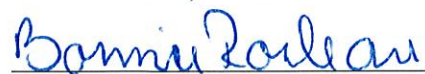
NEW ENGLAND P.B.A. Local 119




President, Local 119



Vice President, Local 119



Secretary / Treasurer, Local 119



Sean R. McArdle, NEPBA State Director



FILL IN BOXES MARKED WITH AN (X)

REQUEST AND AUTHORIZATION FOR VOLUNTR Y ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES AND REQUEST THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION TO ACT AS MY EXCLUSIVE COLLECTIVE BARGAINING AGENT

NAME OF EMPLOYEE (*Print Last Name, First, Middle*)

IDENTIFICATION NO. (*Soc. Sec. or Other*)

(X)

(X)

HOME ADDRESS (*Street and Number*)

CITY AND STATE

ZIP CODE

(X)

(X)

PHONE

DEPARTMENT

(X)

(X)

NAME OF EMPLOYEE ORGANIZATION

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION LOCAL 119

[] I hereby certify that the regular dues of New England PBA for the above named member are currently established at \$ _____ per week. I acknowledge I may withdraw from the Union only during the month of July of each year with written notice to the Union and the City / Town.

[] I hereby certify that the employee listed above wishes to not be a dues paying member of New England PBA and acknowledges any individual need for Union services shall be required to pay an hourly rate which shall be determined by the Executive Committee.

(X) _____
SIGNATURE AND TITLE OF AUTHORIZED OFFICE (*President or Treasurer*)

(X) _____
DATE

I HEREBY AUTHERORIZE THE ABOVE NAMED AGENT TO DEDUCT FROM MY PAY EACH PAY PERIOD, OR THE FIRST FULL PAY PERIOD OF EACH MONTH THE AMOUNT CERTIFIED ABOVE AS THE REGULAR DUES AND TO REMIT SUCH AMOUNTS TO THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION IN ACCORDANCE WITH ITS ARRANGEMENTS WITH MY EMPLOYING AGENCY. I FURTHER AUTHORIZE ANY CHANGE IN THE AMOUNT TO BE DEDUCTED WHICH IS CERTIFIED BY THE ABOVE NAMED EMPLOYEE ORGANIZATION AS A UNIFORM CHANGE IN ITS DUES STRUCTURE

(X) _____
SIGNATURE OF EMPLOYEE

(X) _____
DATE

* COPY SHOULD BE SENT TO: Treasurer, New England PBA, 7 Technology Drive, Suite 200, Chelmsford MA, 01863