

Memorandum of Agreement
Between
THE CITY OF HAVERHILL and THE HAVERHILL SUPERIOR OFFICERS GROUP

This Memorandum of Agreement sets forth the agreements of the parties for a new agreement, to supplement and supersede inconsistent terms of prior agreements in effect through June 30, 2017. This Memorandum shall not be binding until ratified by the membership of the Union and funded by City Council. Failing such ratification, or funding, the Memorandum shall not be admissible in any proceeding between the parties, and both parties will be free to revert to bargaining positions prior to the negotiations which produced this agreement.

1. Duration. One three-year agreement covering the period July 1, 2017 to June 30, 2020. All language changes to be effective after funding by the City Council, unless otherwise specified or agreed. All economic terms to be effective as specified.

2. Wages.

Amend Article XXIII: SALARIES AND LONGEVITY, Section 1 to provide the following increases:

- | | |
|---------------------------|-----------------------|
| a. Effective July 1, 2017 | 2% salary increase |
| b. Effective July 1, 2018 | 2% salary increase |
| c. Effective July 1, 2019 | 1.75% salary increase |

One-time special wage adjustment effective July 1, 2019 for Captains and Lieutenants in accord with attached salary schedule.

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employ of the City of Haverhill to become an active M.G.L. c. 32 retiree.

3. Education Incentive Pay.

Amend Article XXIX, Section F as follows:

- (3) Effective July 1, 2019, the City agrees to provide the post-Quinn education incentive benefit of \$9,500 to the one Lieutenant with a bachelor's degree who did not previously qualify for the annual education stipend under this section of the Superiors CBA. (GS)

Add new Section G:

Effective July 1, 2019, officers not otherwise eligible for education incentive pay under Sections A-F of this agreement shall be eligible to receive an education incentive stipend for Quinn-qualifying criminal justice degrees or a law degree from an accredited institution as follows:
Associate's Degrees: \$1,500; Bachelor's Degree: \$4,000; Master's Degree: \$6,000

It is understood that the stipends under this section are considered pensionable by the Retirement Board, but are not included in base pay for any other purpose.

4. Amend Article XIV: HOLIDAYS

Effective the week following the City Council funding of this agreement any Holidays accumulated as days due must be used within 12 months of accrual.

5. Amend Article XXXV: DAYS DUE AND PERSONAL DAYS ACCRUAL

Effective July 1, 2019, personal days may not to be carried forward as days due from fiscal year to fiscal year.

6. Amend Article XII: PRIVATE PAID DETAILS AND OVERTIME

Effective the week following City Council funding of this agreement, increase private detail rate for members of this group from \$46 per hour to \$48 per hour plus 10% differential on nights and weekends. Effective June 30, 2020, increase the private detail rate from \$48 to \$50 per hour.

7. Use of Special Police Officers. The parties agree that the utilization of qualified Special Police Officers for patrolmen function only is beneficial to the Department and upon the agreement of the Haverhill Police Patrolmen's Association, the parties shall commence negotiations on implementing the use of Special Police Officers.

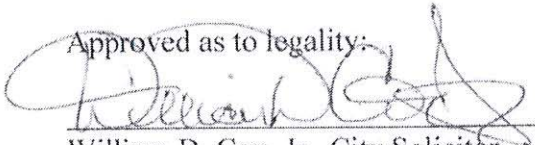
8. Civil Service. Notwithstanding the City's rights with respect to removal from Massachusetts General Laws, Chapter 31 (Civil Service), the Union agrees that upon removal or agreement by the Haverhill Police Patrolmen's Association to withdraw from Civil Service, the Union agrees to negotiate in good faith the terms of the removal from Civil Service, provided any such terms must include the retention of all civil service rights by all then current bargaining unit members.

9. Consolidated MOAs and contract. The parties agree to cooperate to create an integrated contract within 60 days of City Council funding of this agreement.

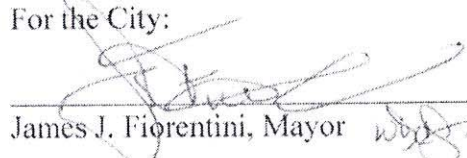
All other terms and conditions of the parties' prior agreements not altered as per above shall remain in full force and effect.

Date: 8-7-2019

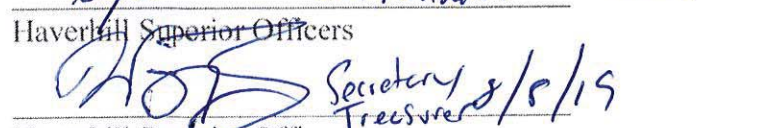
Approved as to legality:


William D. Cox, Jr., City Solicitor

For the City:


James J. Fiorentini, Mayor

For the Union:

 Paul P. Pust Jr. President 8/8/19
Haverhill Superior Officers
 V. G. President 8/8/19
Haverhill Superior Officers
 Secretary/Treasurer 8/8/19
Haverhill Superior Officers

CURRENT

CPT	\$ 1,453.83	\$ 1,537.67	\$ 1,590.25
LT	\$ 1,324.93	\$ 1,400.85	\$ 1,448.50
SGT	\$ 1,233.56	\$ 1,303.86	\$ 1,348.02

102%

7/1/2017

CPT	\$ 1,482.91	\$ 1,568.42	\$ 1,622.06
LT	\$ 1,351.43	\$ 1,428.87	\$ 1,477.47
SGT	\$ 1,258.23	\$ 1,329.94	\$ 1,374.98

102%

7/1/2018

CPT	\$ 1,512.56	\$ 1,599.79	\$ 1,654.50
LT	\$ 1,378.46	\$ 1,457.44	\$ 1,507.02
SGT	\$ 1,283.40	\$ 1,356.54	\$ 1,402.48

101.75%

7/1/2019

CPT	\$ 1,539.03	\$ 1,627.79	\$ 1,683.45
LT	\$ 1,402.58	\$ 1,482.95	\$ 1,533.39
SGT	\$ 1,305.86	\$ 1,380.28	\$ 1,427.02

Salary adj.

7/1/2019

CPT	\$ 1,615.99	\$ 1,709.18	\$ 1,767.62
LT	\$ 1,458.68	\$ 1,542.27	\$ 1,594.73
SGT	\$ 1,305.86	\$ 1,380.28	\$ 1,427.02