

AGREEMENT

BETWEEN THE

TOWN OF WEST SPRINGFIELD

AND

**THE WEST SPRINGFIELD PATROLMEN'S
ASSOCIATION**

JULY 1, 2017 - JUNE 30, 2020

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PREAMBLE

This Agreement entered into by the Town of West Springfield, Massachusetts, hereinafter referred to as the Employer, and the West Springfield Patrolmen's Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Town and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences arising between the Town and the Association concerning the terms of this Agreement and to set forth herein the basic Agreement covering rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all full-time police officers of the Town of West Springfield, excluding the Chief, Captains and Sergeants. The Bargaining agent for the Town is the Mayor under the provisions of General Laws, Chapter 150E, as amended.

1.02 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition contained in this agreement subject to all lawful orders of the appropriate State Labor Relations Agencies.

1.03 It is understood by the parties that all provisions of this agreement which require that necessary appropriations be made and authorized by the Town Council are subject to said authorization and conditional upon the granting of said authorization by the Town Council; and in the event that said necessary authorization is not given by the Town Council, said matters shall be returned to the parties for further bargaining without any obligation to conform to the earlier agreement in their regard. It is understood between the parties that in the event they execute a multi-year agreement, the Employer agrees to follow the provisions of M.G.L. Chapter 150E and cases hereunder in subsequent fiscal years.

ARTICLE 2 – ASSOCIATION DUES

2.01 Employees electing to do so shall tender the monthly membership dues by signing the authorization of Dues Form. During the life of this agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues, the Employer agrees to deduct Association membership dues levied in accordance with the Constitution of the Association from the pay of each Employee who executes or has executed such form and remit the aggregated amount to the Treasurer of the Association along with a list of Employees who have had said dues deducted. This Authorization of Check-Off of Dues is subject to revocation in writing by the Employee.

2.02 AGENCY SERVICE FEE: Effective thirty (30) days after the signing of this agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Association and who have been employed for thirty (30) days or more shall pay to the Association an Agency service fee. At the election of the employee, this agency service fee may be deducted from

his or her wages upon the presentation of a signed authorization to the Town. Such agency service fee shall not exceed the regular Association dues. The parties agree to comply with the provisions of Massachusetts General Laws, Chapter 150E, Section 12 and the rules and regulation of the Massachusetts Labor Relations Commission in enforcing the agency service fee.

ARTICLE 3 – DISCRIMINATION AND COERCION

There shall be no discrimination by Supervisory Personnel or other agents of the Employer against any Employee because of his activity or membership in the Association.

The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement.

The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, age, disability, ancestry, genetics, military/veteran status, and/or national origin.

ARTICLE 4 – ASSOCIATION ACTIVITIES

4.01 All lawful Association activities are protected hereunder. Notwithstanding any provision herein contained, nothing shall be construed to abridge the right of any authorized representative of the Association to communicate with the citizens of the community on issues which affect the welfare of Association members but not including official police or public security matters.

4.02 Both the Association and the Employer recognize and acknowledge that it is unlawful for any Employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services and it is agreed that the Association and no Employee covered by the terms of this agreement shall engage in any such act or activities.

4.03 The Association agrees that neither it nor any of its officers or agents will directly or indirectly call, institute, authorize, participate in, finance, sanction or ratify any such strike, work stoppage, slowdown or withholding or service.

4.04 In consideration of the performance by the Association of its obligations herein, there shall be no liability on the part of the Association or its officers or agents for any damages resulting from an unauthorized breach of the agreements contained in this Article by individual members of the Association.

ARTICLE 5 – GRIEVANCE PROCEDURE AND ARBITRATION

5.01 Any grievance or dispute which may arise between the parties concerning the application or interpretation of this agreement, unless excluded by this agreement, shall be settled in the following manner:

Step 1: The Association representative with the aggrieved Employee shall first take up the grievance with the superior officer involved within ten (10) days of the incident or reasonable first knowledge thereof, and an earnest effort shall be made to adjust the grievance in an informal manner.

Step 2: If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and shall be presented to the Chief of Police within ten (10) days of the date of the grievance. The Chief of Police shall attempt to adjust the dispute and shall render a decision, stating the basis for such decisions within ten (10) days from his receipt of grievance.

Step 3: If the grievance has not been resolved within the time provided, the Association representative may present the grievance in writing to the Mayor, within ten (10) days from the receipt of a decision from the Chief of Police. The Mayor or his designee shall meet with the parties within seven (7) calendar days from the date of such meeting and shall render a decision, in writing, stating the basis for such decision within seven (7) calendar days from the date of such meeting. The parties agree that time extensions may be granted by mutual agreement any step of the procedure set forth in this article.

Step 4: If the decision of the Mayor or his/her designee is not acceptable to the Association, the Association may submit the dispute to the American Arbitration Association within thirty (30) days after receiving said decision of the Mayor or his/her designee. The decision of the Arbitrator shall be final and binding on both parties to this agreement. The cost of the arbitrator and fees, if any, shall be borne equally by the parties. The authority of the Arbitrator shall be limited to the question or questions which are submitted. The Arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

In the event that the dispute involves a matter under the jurisdiction of the Civil Service Commission, the Association may choose to pursue the matter with the Civil Service Commission instead of the American Arbitration Association. However, the Association may only choose one forum to pursue the dispute, and must choose a forum within the applicable time frames listed in the Civil Service Rules and Regulations and/or the thirty (30) day time period above, whichever is applicable.

5.02 The Association representative and the grievant may attend any meeting or hearing provided for herein. The Association may be represented by a grievance committee of not more than three (3) individuals to be designated by its Executive Board. Both the Association and the grievant shall have the right to be represented by counsel during the entire grievance procedure.

5.03 No Employee of the Town shall leave his job to present, discuss, or investigate a grievance without first obtaining the consent of his immediate Supervisor and such consent shall not be reasonably denied in light of the functions and duties of the particular Employee and his department.

A grievance shall be considered adjusted upon failure to appeal the grievance from one step to another within the designated time limits prescribed in this procedure.

5.04 Association Grievance Committeemen and Stewards may receive, discuss and handle grievances and may attend disciplinary meetings on the premises of the Town or elsewhere, where mutually agreed upon during working hours except where any such activities unreasonable interfere with their work. No deduction shall be made for regularly scheduled working time lost by the grievant, Association Grievance Committeemen and stewards in performing their duties as provided in the

Grievance Procedure and as provided for in the prior sentence. No other business of the Association shall interfere with the regular duties of the Employees.

ARTICLE 6 – DISCIPLINE

6.01 No employee shall be removed, dismissed, discharged, suspended or disciplined, except for just cause as provided by law.

6.02 If a superior officer has reason to reprimand an Employee, it shall be done in a manner that will not unduly embarrass the Employee before the public.

6.03 Any employee who is requested to submit a special report which may tend to incriminate him in a criminal proceeding shall have the right to consult an attorney and/or a Association representative before submitting such report.

ARTICLE 7 – SENIORITY

7.01 Any Employee covered by this Agreement shall have his/her seniority determined in accordance with MGL Ch. 31, section 33, CIVIL SERVICE.

7.02 The parties to this agreement recognize that the principal factors in job assignments are the efficiency and integrity of the Police Department. The Chief of Police, however, in making non-promotional assignments within the uniformed squads and plain clothes bureau, will give due consideration to any Employee's seniority, physical condition, personal hardship and particular abilities when making such assignments and shall assign the senior man among those who, in his sole and exclusive judgment, are qualified for such appointment.

ARTICLE 8 – HOURS OF DUTY

8.01 The regular members of the Police Department shall be divided by the Chief of Police into three groups of daily service as follows (except as hereinafter set out):

- a) The first group shall work the early or morning hours and shall be referred to as the day shift. All Employees assigned to this shift shall be assigned according to seniority.
- b) The second group shall work the afternoon hours and shall be referred to as the afternoon shift. All Employees assigned to this shift shall be assigned according to seniority.
- c) The third group shall work the late hours and will be referred to as the late watch. All Employees assigned to this shift shall be assigned according to seniority.

8.02 A schedule of all posts which must be covered every day, seven days a week throughout the year will be established. Officers assigned to work these posts shall be assigned from the group according to the time of day the posts are to be covered, except as follows:

- a) A member may be assigned to an earlier shift caused by a vacancy. The member shall be from the succeeding shift with the senior member being allowed first choice.
- b) Members may be advanced on a voluntary basis, but reserve the right to remain in their respective group, therefore the next man by seniority may fill the vacancy.
- c) Schedules may be changed only for in-service training purposes, temporary emergencies due to actual absences or out of public necessity, and seniority shall prevail at all times.

8.03 The Police Special Units, such as the Detective Bureau, Traffic Division, Crime Prevention Bureau, Juvenile Division or any special assignments not mentioned will be assigned according to seniority and will have their own working hours. Assignments to any of the Police Special Units shall be made from their respective group conforming to the hours to be worked.

- a) Officers assigned to Police Special Units may be required to hold this position for a minimum of at least four (4) months, but remain in said unit for an unlimited time, if so desired by the Chief.

8.04 Each week, at least one week in advance, a definite reporting time and working schedule covering all regular Employees shall be posted by the Employer. These schedules may be changed subject to ARTICLE 9, Section 8.02(c).

- a) Vacancies created on the late watch due to a change of personnel may be filled by an auxiliary officer, if an off-duty regular officer declines to fill the vacancy according to seniority.

8.05 Tour of Duty: Each officer will work an average of forty (40) hours per week at straight time. Officers assigned to a 4 and 2 work schedule work forty-two and one-half (42.5) hours on a long week, and thirty-four (34) hours on a short week. Officers assigned to a 5 and 2 work schedule work five (5) eight (8) hour days per week. Each member shall be required to devote their full shift to active duty, allowing thirty (30) minutes for lunch.

The hours of employment for the following shifts shall be as follows:

- a) Day shift hours shall be 7:45 a.m. – 4:15 p.m.
- b) Afternoon shift shall be 3:45 p.m. – 12:15 a.m.
- c) Late watch hours shall be 11:45 p.m. – 8:15 a.m.

In regard to officers assigned to the 5 and 2 work schedule, the Chief will determine from time to time the start and end times of the eight (8) hour shifts within the shift times listed above.

8.06 It is agreed by the parties to keep in force the work schedule of the system for four (4) consecutive days of work and two (2) consecutive days off for members of the bargaining unit.

8.07 Utility Officers- Articles 7 & 8 of this agreement are hereby modified to allow the Town to hire “utility officers” as follows:

- a) The town may assign up to six newly hired officers as “utility officers”. These officers may be assigned to fill various shifts for officers who are absent due to vacations, sick leave, personal days or whenever there is a manpower shortage.

These officers may be required to work different shifts at various times during the course of the year.

- b) It is the intention of this section to allow the department to assign up to six “utility officers” at any one time. Newly hired officers will fill those designations until additional officers are hired at which time they will fill those designations, and existing “utility officers” will move into the normal seniority rotations.
- c) The provision of Section 8.04 regarding one week advance notice for assignment of work schedules shall not apply to “utility officers” assignments made under 8.07(1) and (2).

ARTICLE 9 – OVERTIME AND CALL IN PAY

9.01 All assigned, authorized or approved service outside of an employee’s regular schedule tour of duty (other than off-duty paying police details) including service on an Employee’s scheduled day off, or during his vacation, shall be deemed overtime service and employees shall be compensated therefore at the rate of time and one-half their straight time hourly rate of pay, and overtime opportunities shall be divided as equitably as possible. All hours over an eight and one-half (8.5) hour day and a forty two and one-half (42.5) hour week shall be compensated at time and one-half times the normal rate, whichever is greater.

In regard to officers assigned to the 5 and 2 work schedule, all hours over an eight (8) hour day and a forty (40) hour week shall be compensated at time and one-half (1 ½) times the normal rate. For purposes of overtime calculations, all paid leave shall be considered time actually worked.

9.02 If called back to duty, pay will be a minimum of four (4) hours at time and one-half the normal rate.

9.03 Overtime service shall not include an out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between the Employer and the Employee.

9.04 Overtime service shall not include “swapped” tours of duty between individual Employees by their mutual agreement subject to Employer’s approval.

9.05 Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to Employees as soon as practical after the week in which such overtime is performed.

9.06 FLSA Comp Time Agreement dated November 4, 2010 is attached as Article 9 section 9.06 Addendum

9.07 In the event training occurs at a time other than the officer's regular shift, the officer can either choose to be reassigned to the applicable shift (in which case the officer will not receive overtime), or the officer can work the officer's regular shift and attend the training (in which case the officer will receive overtime).

ARTICLE 10 – OUTSIDE DETAIL

10.01 The provisions of this Article shall govern the assignment of outside paid police detail to the Employees covered by this agreement when such work is to be paid for by another Town Department, an outside individual, group, corporation or organization.

10.02 Such assignments shall be made, by the Chief of Police or his designated representative, on a voluntary basis of off-duty patrol officers and shall be distributed among the members of the bargaining unit equitably. The Chief of Police or his designated representative shall maintain a record of all such assignments, which may be examined by a representative of the Association at reasonable times and upon reasonable notice.

10.03 The outside detail rate for officers working on the following holidays will be calculated at the rate of 1.5 times the outside detail rate in effect on those days.

New Year's Day	Labor Day	Independence Day
President's Day	Thanksgiving Day	
Memorial Day	Christmas Day	

The Association agrees this method of payment for holidays worked is not and will not be raised by it as a violation of the Fair Labor Standards Act.

10.04 The base rates of pay for all Town or any of its departments and any contractors working for the Town or any of its departments outside details shall be up to forty-eight dollars (\$48.00). The Town may charge an additional ten percent (10%) fee for non-Town outside details.

10.05 All assigned, authorized or approved service outside of an Employee's regularly scheduled tour of duty, including service on an Employee's regular time off or during his vacation, when rendered to a department of the Employer other than the Police Department, shall be performed at the time rates as that established for "Outside Details" as provided for in Article 10 of this agreement

10.06 For work at polling places in connection with elections, officers shall be paid at the outside detail's rate of pay.

ARTICLE 11 – COURT TIME

When an employee in the bargaining unit is required to appear in Court on his time off or vacation, he shall receive at the rate of one and one-half his regular hourly rate for not less than three (3) hours subject to the provisions of General Laws, Chapter 262, Section 50 and 53C, provided an appropriation is available; otherwise equivalent time off will be granted. The amount of pay for each

day's attendance shall be less than the amount received by him as a witness fee. Parking expenses relating to attendance at Court will be reimbursed by the Employer.

ARTICLE 12 – HOLIDAYS

Employees covered by this Agreement shall have the following Holidays:

New Year's Day	Martin Luther King Day	Presidents Day	Memorial Day
Independence Day	Labor Day	Columbus Day	Veterans Day
Thanksgiving	Christmas Day		

The total annual holiday pay shall be rolled in the base salary and shall not be a separate payment. An officer who does not work the holiday will receive no additional pay. An officer who does work the holiday shall be paid only an additional half-day's pay.

Effective July 1, 2013, however, any employee called into work on his regularly scheduled day off shall receive an additional half day's pay. An Officer after working his regular holiday shift, who is held over by the officer in charge, shall receive double time (his hourly rate times 2) for each hour worked after his scheduled shift on said holiday.

The Association agrees this method of payment for holidays worked is not and will not be raised by it as a violation of the Fair Labor Standards Act.

ARTICLE 13 – ASSOCIATION REPRESENTATION

A written list of Association stewards and other representatives shall be furnished to the Employer immediately after their designation and the Association shall notify the Employer of any changes during the term of this agreement.

ARTICLE 14 – VACATIONS

An Officer shall receive two (2) weeks of vacation on his first anniversary date of employment and annually thereafter on January 1; and shall receive an additional week (3 weeks total) on his fifth anniversary date and thereafter on January 1 of each year, and shall receive an additional week (4 weeks total) on his tenth anniversary and thereafter on January 1 of each year; and shall receive an additional week (5 weeks total) on his twenty-fifth anniversary date and thereafter on January 1 of each year. Effective January 1, 2012, Officers shall be entitled to: 4 weeks and 1 day vacation after 20 years of service with the department; 4 weeks and 2 days' vacation after 21 years of service with the department; 4 weeks and 3 days after 22 years of service with the department; 4 weeks and 4 days after 23 years of service with the department; and 4 weeks and 5 days after 24 years of service with the department.

A week shall be defined as six (6) work days for purposes of determining vacation time. Bargaining unit members who are working a 5 & 2 shift shall receive an additional six (6) work days of vacation. For example, a bargaining unit member working a 5 & 2 shift who is entitled to four (4) weeks of vacation would receive thirty (30) days of vacation.

There shall be no carryover of vacation from one year to the next without written approval of the Chief and the Mayor.

An employee's total years of continuous service to the Town of West Springfield, not in the Department shall determine the amount of vacation he is entitled to annually under this article.

An officer who is injured on duty (IOD) and receives benefits pursuant to Ch. 41-111F for an entire calendar year or does not return to work after the IOD injury shall not accrue any vacation benefits during said periods. No Employee who is absent from work on IOD status during any year shall receive more than 52 weeks of pay from the town whether it is for salary, vacation and/or IOD in any calendar year. Any officer who is injured on duty and does not return to work, and who is retired from the department, will not continue to accrue vacation leave in subsequent years after the injury, while he or she is awaiting the approval of their retirement. This is the "use it or lose it" principle. The above is based upon the fact that M.G.L. Chapter 41, Section 111 F requires the Town to pay an injured officer 100% of his or her pay for every week they are injured, and under this section, officers will lose no monetary benefits for being out injured.

ARTICLE 15 – INTERCHANGE OF WORK HOURS

Any Officer desiring to change his day off may do so if he can "swap" with an officer having the day desired, within the week, subject to the approval of the Chief of Police.

ARTICLE 16 – INDEMNIFICATION

Indemnification provisions as provided by Chapter 41, Section 100 of the Massachusetts General Laws, shall be continued.

ARTICLE 17 – SAFETY

A safety committee comprised of three member of the Association shall meet with the Chief of Police or his designee at least one time in eight weeks to discuss and make recommendations for improvements of the general safety and health of the employees covered by this agreement.

ARTICLE 18 – ASSOCIATION BUSINESS LEAVE

Members of the Association as may be elected or designated as delegates to represent the Association, shall be granted leave from duty, with no loss of pay, under the following terms and conditions during the terms of this agreement:

1. It is understood and agreed that although they may be paid for Association business leave, they are not to be considered as being within the scope of their employment while traveling to, attending, or returning from any convention.

2. The only conventions covered in this Article are those hereinafter listed and only the number of Employees listed below may receive the benefits of this clause and only for the time period listed below:
 - a. Three (3) days - one (1) person to attend the I.B.P.O. National Convention once every four (4) years.
 - b. One (1) day – one (1) person to attend monthly Regional I.B.P.O. meetings.

ARTICLE 19 – PROTECTION OF WORK OPPORTUNITIES

The Employer agrees not to employ any person to perform the duties of police officer as presently performed by West Springfield Policemen and Policewomen, in accordance with the provision of General Laws, Chapter 31.

This Article shall not affect the hiring of civilians for school crossing guards, meter maids, members of the special police force, or compliance with the Civil Defense Act.

The Town agrees to create a civilian dispatcher’s position on the day shift. The parties agree in the event a vacancy occurs in the position of civilian dispatcher on any of the shifts where they are assigned, a police officer scheduled to work that shift, may be assigned to cover that vacancy from the existing personnel on that shift, provided that the dispatchers vacancy, and assignment of the office does not cause the department to fall below the minimum number of officers on that shift.

ARTICLE 20 – MANAGEMENT RIGHTS

20.01 This agreement has not been designed to violate any federal, state, county or municipal laws nor shall anything in this agreement be interpreted as diminishing the rights of the Employer, to determine and prescribe the methods and means by which its operation of the Police Department shall be conducted, except as may otherwise be provided in this agreement.

20.02 All job benefits not covered by the contract and presently enjoyed by the Employees will continue under the conditions upon which they have previously been granted. This agreement shall not be construed to deprive Employees of any benefits or protections granted by the laws of the Commonwealth of Massachusetts.

ARTICLE 21 – EDUCATION

The Town and the Union agree to amend its Quinn Bill Benefits as a result of the state legislature’s failure to fully fund its obligations under the statute and the Town Council’s refusal to revoke the Town’s acceptance.

The Police Educational Incentive (“PEI”) Payments for officers employed by the WSPD prior to July 1, 2009 shall be made as follows:

- 1) The Town will pay seven and one half (7.50%) percent of the base pay of each officer who has an Associate's Degree in Criminal Justice from an accredited college or university.
- 2) The Town will pay fifteen (15.00%) percent of the base pay of each officer who has a Bachelor's Degree in Criminal Justice from an accredited college or university.
- 3) The Town will pay eighteen and three quarter (18.75%) percent of the base pay of each officer who has a Master's Degree in Criminal Justice from an accredited college or university.

Said PEI benefits shall be effective July 1, 2010 and shall be paid weekly as part of the officers' regular weekly pay check. The PEI shall not be included in the base rate for overtime computations or other calculations based on the base rate. Retirement calculations are not made by the Town and therefore the effect, if any, upon retirement benefits is not part of this agreement.

Officers retiring after June 30, 2010 will receive no additional payments for Quinn Bill benefits, upon retirement.

Officers employed before July 1, 2009 who subsequently obtain a degree in Criminal Justice shall be paid pursuant to the PEI.

Officers who transfer to the department from another police department (lateral transfers) and were, prior to the transfer, receiving Quinn Bill benefits from said department shall receive educational benefits as set forth in the PEI.

Officers hired on or after July 1, 2009 will not receive educational benefits under either the Quinn Bill or PEI, however, they will be eligible to receive an educational stipend as follows:

- 1) Associate's Degree in Criminal Justice from a full time fully accredited college or university: \$3,500.00.
- 2) Bachelor's Degree in Criminal Justice from a full time fully accredited college or university: \$4,500.00.
- 3) Sergeants through Captains with Master's degrees in Criminal Justice or Business Administration from a full time fully accredited college or university: \$7,500.00.

Said stipend shall be paid weekly as part of the officers' regular weekly pay check and shall not be included in the base rate for overtime computations or other calculations based on the base rate. Retirement calculations are not made by the Town and therefore the effect, if any, upon retirement benefits are not part of this agreement.

Officers transferring into the WSPD (lateral transfers) from another police department who were not receiving education benefits pursuant to General Law Chapter 41, Section 108L prior to the transfer shall not be entitled to benefits under PEI and shall be treated as any other officer hired on or after July 1, 2009 for the purpose of the education stipend.

The parties agree that in no event shall the Town ever be required to pay benefits under both this agreement and under General Laws C. 41, s. 108L (the Quinn Bill).

This section shall not be subject to the arbitration provisions of the CBA and shall remain an independent agreement between the parties and not made a part of this agreement and the inclusion herein does not nor is it intended to alter the original obligations and responsibilities of the parties as set forth in the original settlement agreement.

ARTICLE 22 – DEPARTMENTAL RULES AND REGULATIONS

This agreement incorporates the “Overlap Shift” together with all current directives and current Rules and Regulations of the Department

ARTICLE 23 – LONGEVITY PLAN

Longevity shall be paid as follows:

- a) As of January 1 of any year — any member of the bargaining unit with fifteen but less than twenty years of full time continuous service - \$500.00 per year.
- b) As of January 1 of any year — any member of the bargaining unit with twenty or more years of full time continuous service - \$1,000.00 per year.

Said Longevity Pay shall be paid during the first week of January of each year.

ARTICLE 24 – MAINTENANCE OF BENEFITS

All benefits presently enjoyed by the West Springfield Police not specifically treated herein, shall remain in full force and effect throughout the terms of this agreement.

ARTICLE 25 – MISCELLANEOUS

A Performance Evaluation Program shall be instituted subject to the Grievance Procedure and in regard to seniority, “Officers shall be assigned to shifts according to seniority without the right to defer from advancing to the next earlier shift except by permission of the Chief of Police, which permission shall not be unreasonably withheld.”

ARTICLE 26 – PAY-SCALE

Employees shall receive the applicable salary contained in Exhibit A retroactive to July 1, 2017.

The Association agrees that the Town may implement bi-weekly paychecks provided all of the other Town bargaining units agree. All bargaining unit members are required to receive their compensation through direct deposit.

Effective July 1, 2017, 2.0% wage increase.
Effective July 1, 2018, 2.0% wage increase.
Effective July 1, 2019, 2.0% wage increase.

ARTICLE 27 – INSURANCE

The Town agrees to provide health insurance in accordance with the Town's health insurance Memorandum of Agreement.

ARTICLE 28 – PERSONAL DAYS

On January 1 of each year, each Employee will be awarded three (3) personal days for use in the calendar year. In all other respects, the scheduling of the use of such days shall remain as currently in effect.

ARTICLE 29 – CLOTHING AND CLEANING ALLOWANCE

Each employee shall receive a cleaning allowance in the amount of \$500.00 per year, per person, one-half of said amounts to be paid on July 1 of each year and the remaining one-half to be paid on January 1st of the following year.

- A. Effective January 1, 2009, the cleaning allowance will increase \$100.00 and the January payment of \$250.00, plus the aforementioned \$100.00 will be rolled into the base salary.
- B. Effective July 1, 2009, the clothing allowance and the cleaning allowance will increase in total to \$1,100.00 and less the above \$350.00 in A above, will be rolled into the base salary.
- C. Effective July 1, 2010, said allowances will increase by \$100.00 and will be rolled into the base salary and will thereafter not be considered as separate items, but shall be included in the base salary.

ARTICLE 30 – SICK LEAVE

Each employee shall be credited with and earn 1 and ¼ sick leave days for each calendar month of continuous, active service, or a total of 15 sick leave days per year. Sick leave shall be credited on the first day of each month following the month in which the leave is earned. Employees will continue to accumulate sick leave while working in the department up to a total of 270 days.

An employee who has accumulated not less than one hundred and thirty-five (135) days of accumulated unused sick leave and who has been employed in the bargaining unit for at last twenty (20) consecutive years may elect to receive a three percent (3.00%) increase in his/her base pay. Once an employee has opted to receive this wage increase, he/she will not be allowed to reverse such decision and will no longer accumulate sick leave time.

Any officer who does not use any sick leave during a calendar year (i.e., January 1 — December 31) will receive a \$500.00 bonus; provided, however, an officer who is on leave pursuant to MGL 41, s. 111 F for an entire calendar year will not receive the \$500.00 bonus.

Emergency Leave due to serious illness in the immediate family may be charged against sick leave with full pay at the discretion of the Chief. This is limited to 7 days within the calendar year with an allowance of not more than 3 working days for each case. Immediate family shall mean husband, wife, children, parents, brothers, sisters, members of the immediate household of an eligible employee.

No officer shall work an outside detail within 24-hours from the beginning of the shift for which he used a sick day, provided however, a sick day used for a family illness, when deemed acceptable with the Chief of Police, will not result in the above disqualification from outside details set forth herein.

ARTICLE 31 – INJURED ON DUTY LEAVE

31.01 Any police officer employed by the Town of West Springfield who is incapacitated for duty because of injury sustained in the performance of this duty without fault of his own, shall be granted leave without loss of pay for the period of such incapacity pursuant to G.L. Chapter 41, Section 111 F. In the event there is any conflict between the provisions of G.L. Chapter 41, Section 111F and this agreement, the terms of this agreement shall prevail. Disputes regarding leave pursuant to G.L. Chapter 41, section 111 F, shall be subject to the grievance procedure of this Agreement, except that an Employee seeking injunctive relief may litigate in any court having jurisdiction over such dispute without first utilizing the grievance procedure.

31.02 Any employee who is incapacitated in the performance of his/her duties shall report the injury in writing to the Chief or his/her designee as soon as possible after the injury is sustained, or he/she becomes aware of the injury, and request leave pursuant to G.L. Chapter 41, Section 111 F. The Town agrees to investigate the claim forthwith and make a determination on eligibility as soon as possible after completion of all reports and results of medical examinations after receipt of said reports. The information provided by the employee will be reviewed by the Human Resources Department, which will make a recommendation to the Mayor as to the employee's eligibility for leave under this Article. The Mayor will make the final determination as to whether the employee is eligible for leave under this Article, subject to appeal pursuant to Article 5 – Grievance Procedure and Arbitration.

31.03 The Town will maintain its right to have the employee examined by a physician designated by the Mayor or the Chief, without expense to said Employee, and it will have the right to a complete report from such physician. The Employee, as a condition of continued eligibility, must agree to be examined by such physician when requested by the Chief, and allow the release of all medical records pertaining to the injury, to the Town. The Town will pay reasonable travel expenses if it requires the Employee to visit a physician outside the greater Springfield area.

31.04 The granting of leave pursuant to G.L. Chapter 41, Section 111 F shall not preclude the Town from denying such leave thereafter, if it subsequently discovers new information which is probative of the Employee's right to such leave and which, when considered with all other evidence, establishes by a preponderance of evidence, that the Employee is not eligible for such leave.

31.05 As a condition of continued eligibility for leave pursuant to G.L. Chapter 41, Section 111 F, an employee is expected to take all reasonable steps to cooperate with the Department in filling out injury reports and providing the proper medical releases necessary to process the claim.

31.06 An Employee who at the time he suffers an IOD injury was receiving income from any other source of employment (self-employment or otherwise), if he earns more income from said employment or from a new employment after the injury than he earned on a weekly average during the twelve months immediately prior to the injury, the town shall deduct said additional income from any IOD payments due said Employee. The chief may require the Employee to provide evidence of his income from said employment for the 12 months preceding the injury and/or subsequent to the injury as he deems necessary to determine if an offset is due the town.

ARTICLE 32 – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2017 to and including June 30, 2020 and shall continue from fiscal year to fiscal year thereafter unless written notice of desire to cancel, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement either party may serve upon the other a notice at least sixty (60) days prior to the termination of the fiscal contract year or of any subsequent fiscal contract year, advising that such party desires to retain or change terms or conditions of such Agreement. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

The Town agrees to provide a copy of this Agreement to each Employee concerned.

ARTICLE 33 – FLSA

The Association acknowledges the Town adopted a 28-day work schedule pursuant to the provisions of 29 USC § 207(k) the Fair Labor Standards Act in 1974.

ARTICLE 34 – WORKING OUT OF GRADE

When an officer is formally assigned to work in a higher position by the Chief, he will receive the wage assigned to the title for the duration of the assignment.

ARTICLE 35 – EMERGENCY FIRST RESPONDER EQUIPMENT/TRAINING

The Town will require defibrillators, Epinephrine Auto-Injector Devices, Naloxone (or similar opioid antagonists), QuikClot (or similar hemostatic agents) and tourniquets (collectively the “equipment”) to be required standard equipment in police cruisers and available for use at the police station and substation. All members of the bargaining unit shall be certified and maintain certification in the use of this equipment in addition to being “first responders” and shall be required to use the equipment when necessary to assist members of the public requiring the use of the equipment.

In recognition of the following trainings required of bargaining unit members (911 training, First Responder, CPR, Naloxone, Epi-Pens, firearm qualification, active shooter training, stop sticks, and TASER training), the Town agrees to increase the base rates of pay contained in the salary schedules by One Thousand Dollars (\$1,750.00) effective upon ratification of the 2017-2020 collective bargaining agreement (note: \$1,150 of this amount was already rolled into the base pay of employees on July 1, 2016, and only the additional \$600 will be rolled into the base pay effective upon ratification of the 2017-2020 agreement). Trainings shall continue to be paid and administered in the current manner.

ARTICLE 36 – MILITARY LEAVE

Any employee in the service of the Armed Forces of the Commonwealth or the Armed Forces of the United States shall be allowed the difference between municipal employee's active duty salary and municipal salary for disaster relief tours only.

ARTICLE 37 – DRUG AND ALCOHOL TESTING

The members agree they shall be required to submit to Drug and Alcohol Testing if there is reasonable suspicion that an officer is under the influence of either; provided however that said tests may only be ordered by the Chief of Police or his designee.

Reasonable suspicion shall be presumed in the event of an accident involving Town equipment and/or vehicles provided the employee's supervisor deems the employee to be at fault.

ARTICLE 38 – PAYMENT OF VACATION AND LONGEVITY UPON TERMINATION OF EMPLOYMENT

The Town and the Association agree that the current method of paying vacations and longevity on an employee's termination of employment shall be continued. There shall be no pro-ration of either or both vacation or longevity at the time of termination. Whatever vacation or longevity remains unpaid on said termination shall be paid to the employee; however, he shall not be paid for any vacation or longevity that would have accrued to him on the January 1 after his date of termination. Termination shall include the leaving the employ of the Town regardless or the reason.

ARTICLE 39 – CANINE OFFICER

The officer responsible for the care of any dog or dogs in the department's canine unit shall work a 4 + 2 schedule consisting of 8.5 hours per day with one half hour of each work day devoted to the care of the dogs. On non-work days, unless the dog is being boarded or cared for by someone else, the officer shall be paid one-half (1/2) hour pay at his/her overtime rate for the care of the dog(s) or, if he/she is not at or above the maximum permitted for compensable time under the FLSA, he/she may request compensatory time for care of said dog(s) instead of said one-half (1/2) hour pay at his/her overtime rate. Said officer shall submit weekly a record of his time spent caring for the dog(s) to the

chief in order to receive payment for care performed on non-work days. The Chief may alter the daily work schedule, as he determines appropriate, in order for the officer to attend training or provide demonstrations of the dog's capability

ARTICLE 40 – VEHICLE MONITORING

40.01 The Association agrees to the installation and activation of a global positioning system (GPS) in any or all Town- owned vehicles and equipment for the purpose of further enhancing efficiency and quality of delivery of services to Town residents.

40.02 It is understood that disciplinary actions against and excessive monitoring of Town employees is neither the primary purpose, nor the intended result of the implementation of the GPS system. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based upon independent supporting facts, gathered before or after the GPS information, which comport with the just cause standard.

40.03 It is agreed that a “Chain of Command” shall be followed. Specifically, whoever is monitoring the GPS information shall contact the Chief of Police whenever a question or concern is triggered by GPS. Further, the Chief of Police shall have the sole responsibility to make the initial determination as to whether an Employee’s activity, which has been identified via GPS technology, is appropriate or not.

40.04 The use of GPS is not intended to result in any reduction in the bargaining unit. The Town shall not seek to eliminate positions, specifically as a result of the use of GPS.

40.05 The Association shall have access to any and all GPS reports and/or data that is directly related to a disciplinary action, upon written request. The requests are limited to reports generated within twenty-four (24) hours before and after the date/time of an applicable infraction, unless the Town is utilizing a longer time period for purposes of the discipline in which case the Association will be entitled to the reports generated within the applicable time period.

40.06 Attempts by members to mask, disable, or damage the GPS devices and/or equipment will be dealt with in accordance with the just cause standard.

40.07 The Town agrees to individually inform all employees within a specific department of the installation of GPS on any or all of its vehicles and/or equipment. Following this notice, both parties agree that no employee shall be allowed to contest an employment action based upon their lack of knowledge of the GPS installation.

ARTICLE 41 – FIELD TRAINING OFFICERS

The parties agree to implement a Field Training Program. In order to implement said Program; a Field Training Coordinator (selected from the police supervisor bargaining unit), Field Training Manager, and Field Training Officers must be selected. The Town will post for said positions, and will conduct interviews. Final selection for the positions shall be at the discretion of the Chief of Police.

The parties agree that employees who are assigned to any of the positions listed above shall receive compensation equal to one (1) hour of overtime compensation at the employee's regular base rate of compensation for each regularly scheduled shift the employee works during the training period so long as a trainee is specifically assigned to the employee during said training period (e.g., if there is one trainee then one Field Training Officer will receive the compensation). This one (1) hour of overtime compensation shall be in addition to any other overtime that may be scheduled.

The length of the training period and assignment of trainees shall be determined by the Chief of Police. In regard to employees assigned to the Field Training Coordinator and Field Training Manager positions, they shall receive said compensation for each regularly scheduled shift the employee works during the training period regardless of whether a particular trainee is specifically assigned to work with the employee.

Employees are expected to complete necessary paperwork and to counsel the trainee, if necessary. This compensation will also cover any de minimus contact activities between the employee and the trainee on off hours.

When both the Field Training Officer and the trainee assigned to said Field Training Officer are present for work on the same shift, the Field Training Officer will also be allowed to return to the station one-half (1/2) hour prior to the end of the Field Training Officer's shift to complete paperwork associated with the Field Training Program.

The provisions of this Article only apply while the trainee is part of the Field Training Program and is assigned to work with a particular employee in one of the positions listed above.

A Field Training Officer who is asked to transfer to a different shift due to the Field Training Program has the right to decline the transfer request.

The parties hereby agree that all officers who are newly graduated from MPTC basic academy training will not be eligible to work in a solo officer capacity until such time as they have successfully completed and graduated from the West Springfield Police Department Field Training Program. This includes, but is not limited to overtime, outside details, and voluntary ride-alongs. This requirement is in place to ensure that said officers have received sufficient training to work in a solo capacity.

The parties further agree that the period of Field Training will conform to established West Springfield Police Department guidelines regarding same, in that length of training will consist of a minimum number of qualifying training days. Qualifying training days shall be determined by the Chief of Police and/or the Field Training Coordinator in accordance with established guidelines for each particular phase of training as is set forth in the West Springfield Police Department Field Training Program Student Officer Training Manual.

The Association recognizes that this minimum number of qualifying training days may be extended for remedial training purposes should the need arise.

ARTICLE 42 – STATUTORY LEAVE

The Town shall offer leave in accordance with the requirements of the Domestic Violence Leave Act (DVLA), and the Parental Leave Act (PLA) provided the employee is eligible for leave pursuant to said laws.

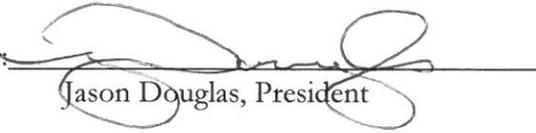
ARTICLE 43 – CIVIL SERVICE REOPENER

The parties agree that the Town may reopen the contract to discuss the elimination of Civil Service.

[Signatures on the following page]

This Agreement entered into this 29th day of March, 2018.

By: 
William C. Reichelt, Mayor

By: 
Jason Douglas, President

Reference to the masculine in this document shall include the feminine.

POLICE PAY SCALE
EXHIBIT A

FY2018 - Effective 7/1/2017 (2% Increase)							Sick Buy-Out +3%
GRADE	Probation	1st Anniv.	2nd Anniv.	3rd Anniv.	4th Anniv.	12th Anniv.	
Patrolmen	922.5798	1,031.1798	1,083.1236	1,135.2958	1,203.2620	1,231.7764	1,268.7297
<i>Hourly rate</i>	23.0645	25.7795	27.0781	28.3824	30.0816	30.7944	31.7182

FY2018 - Effective 12/7/2017 (add \$11.53/week for add defib to base plus Narcan)							Sick Buy-Out +3%
GRADE	Probation	1st Anniv.	2nd Anniv.	3rd Anniv.	4th Anniv.	12th Anniv.	
Patrolmen	934.1098	1,042.7098	1,094.6536	1,146.8258	1,214.7920	1,243.3064	1,280.6056
<i>Hourly rate</i>	23.3527	26.0677	27.3663	28.6706	30.3698	31.0827	32.0151

FY2019 (2% increase)							Sick Buy-Out +3%
GRADE	Probation	1st Anniv.	2nd Anniv.	3rd Anniv.	4th Anniv.	12th Anniv.	
Patrolmen	952.7920	1,063.5640	1,116.5467	1,169.7623	1,239.0878	1,268.1725	1,306.2177
<i>Hourly rate</i>	23.8198	26.5891	27.9137	29.2441	30.9772	31.7043	32.6554

FY2020 (2% increase)							Sick Buy-Out +3%
GRADE	Probation	1st Anniv.	2nd Anniv.	3rd Anniv.	4th Anniv.	12th Anniv.	
Patrolmen	971.8478	1,084.8353	1,138.8776	1,193.1576	1,263.8696	1,293.5360	1,332.3421
<i>Hourly rate</i>	24.2962	27.1209	28.4719	29.8289	31.5967	32.3384	33.3086