

**AGREEMENT**

between

**THE TOWN OF WEST SPRINGFIELD**

and

**THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS  
LOCAL 365S**

EFFECTIVE:

**JULY 1, 2017 – JUNE 30, 2020**

**TABLE OF CONTENTS**

TABLE OF CONTENTS .....i

PREAMBLE..... 1

ARTICLE 1 – RECOGNITION ..... 1

ARTICLE 2 – UNION DUES ..... 1

ARTICLE 3 – DISCRIMINATION AND COERCION ..... 2

ARTICLE 4 – UNION ACTIVITIES ..... 2

ARTICLE 5 – GRIEVANCE PROCEDURE AND ARBITRATION ..... 2

ARTICLE 6 – DISCIPLINE..... 4

ARTICLE 7 - SENIORITY ..... 4

ARTICLE 8 – HOURS OF DUTY..... 4

ARTICLE 9 – OVERTIME AND CALL IN PAY ..... 6

ARTICLE 10 - OUTSIDE DETAIL..... 7

ARTICLE 11 – COURT TIME ..... 7

ARTICLE 12 – HOLIDAYS..... 8

ARTICLE 13 – UNION REPRESENTATION..... 8

ARTICLE 14 – VACATIONS..... 8

ARTICLE 15 – INTERCHANGE OF WORK HOURS..... 9

ARTICLE 16 – INDEMNIFICATION ..... 9

ARTICLE 17 – SAFETY..... 9

ARTICLE 18 – UNION BUSINESS LEAVE ..... 9

ARTICLE 19 – PROTECTION OF WORK OPPORTUNITIES ..... 10

ARTICLE 20 – MANAGEMENT RIGHTS ..... 10

ARTICLE 21 – EDUCATIONAL INCENTIVE..... 10

ARTICLE 22 – UNIFORM ALLOWANCE..... 11

ARTICLE 23 – LONGEVITY PLAN ..... 12

ARTICLE 24 – MAINTENANCE OF BENEFITS ..... 12

ARTICLE 25 – PAY-SCALE..... 12

ARTICLE 26 – INSURANCE..... 13

ARTICLE 27 – PERSONAL DAYS ..... 13

ARTICLE 28 – SICK LEAVE..... 13

ARTICLE 29 – INJURED ON DUTY LEAVE..... 14

ARTICLE 30 – PAYMENT OF VACATION AND LONGEVITY UPON TERMINATION OF  
EMPLOYMENT ..... 15

ARTICLE 31 – TRAINING AND COURSES..... 15

ARTICLE 32 – FLSA ..... 15

ARTICLE 33 – WORKING OUT OF GRADE..... 15

ARTICLE 34 – EMERGENCY FIRST RESPONDER EQUIPMENT..... 15

ARTICLE 35 – STATUTORY LEAVE ..... 16

ARTICLE 36 – DRUG AND ALCOHOL TESTING..... 16

ARTICLE 37 – VEHICLE MONITORING..... 16

ARTICLE 38 – DURATION OF AGREEMENT..... 17

ARTICLE 38 – CIVIL SERVICE REOPENER..... 17

## **PREAMBLE**

This Agreement entered into by the Town of West Springfield, Massachusetts, hereinafter referred to as the Employer, and the International Brotherhood of Police Officers, Local 365S, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences arising between the Town and the Union 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 Union 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 Captains, Lieutenants and Sergeants of the Town of West Springfield, excluding the Chief and all other police officers. 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 Union 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 – UNION 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 Union membership dues levied in accordance with the Constitution of the Union from the pay of each Employee who executes or has executed such form and remit the aggregated amount to the Treasurer of the Union 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 Union and who have been employed for thirty (30) days or more shall pay to the Union 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 Union dues. The parties agree to comply with the provisions of Massachusetts General Laws, Chapter 150E, Section 12 and the rules and regulations of the Massachusetts Department of Labor Relations in enforcing the agency service fee.

### **ARTICLE 3 – DISCRIMINATION AND COERCION**

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

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

### **ARTICLE 4 – UNION ACTIVITIES**

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

4.02 Both the Union 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 Union and no Employee covered by the terms of this agreement shall engage in any such act or activities.

4.03 The Union 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 Union of its obligations herein, there shall be no liability on the part of the Union 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 Union.

### **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 Union representative with the aggrieved Employee will submit the grievance in writing to the Chief of Police within 10 calendar days (“days” shall mean “calendar days” in the Collective Bargaining Agreement, unless some other meaning

is clearly intended) from the date of the event, or the date when the aggrieved Employee reasonably should have known of said event, which is the basis for 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. If the grievance involves a suspension, demotion, discharge, or otherwise is subject to Section 41 of Chapter 31, the officer has the option of appealing to Civil Service or arbitration, but not both.

Step 2: If the grievance has not been resolved within the time provided, the Union 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 3: If the decision of the Mayor or his designee is not acceptable to the Employee and the Union, they may submit the dispute to arbitration by the Massachusetts State Board of Conciliation and Arbitration or in the alternative, to the American Arbitration Association, if agreed to by the Town and the Union, within thirty (30) days after receiving said decision of the Mayor or his designee. The decision of the Arbitrator shall be final and binding on both parties to this agreement. The expense of arbitration, if any, shall be borne equally by both 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.

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

5.04 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.

5.05 Union 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, Union 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 Union 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 union representative before submitting such report.

6.04 Any appeal of a suspension must be filed within forty-eight (48) hours of the notice of such suspension.

## **ARTICLE 7 - SENIORITY**

7.01 Any Employee covered by this Agreement shall have his seniority determined under this agreement in accordance with the seniority provisions of MGL Chapter 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 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.

8.06 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.

8.07 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.

## 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 will be divided equally. 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.

9.02 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.

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

9.04 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.

9.05 Overtime service shall not include "swapped" tours of duty between individual Employees by their mutual agreement subject to Employer's approval.

9.06 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.

9.07 The parties acknowledge the Fair Labor Standards Act requires the compensatory time accumulated by an officer will be repaid by the Town of West Springfield at a time and one half rate for each hour worked. The maximum accumulation will be three hundred twenty (320) hours worked at time and one half, or four hundred and eighty (480) hours of straight time. An employee who attains the maximum of four hundred eighty (480) hours cannot accumulate more compensatory time will be paid in cash for all overtime worked thereafter in accord with the contractual pay periods. Upon separation from employment, compensatory time will be paid to the employee at the contractual hourly rate of pay for his permanent classification for each straight time hour earned. Any officer having more than the maximum accumulation permitted as of December 1, 2010 will be mandated to use comp time in order to comply with the law's maximum standard (480 hours). Most often, compensatory time may be used by an officer at his/her request, but subject to the needs of the department. Continual refusal by the department to allow an officer to use accumulated time in excess of the maximum will be subject to the grievance procedure. Upon separation, any accumulated time exceeding the maximum will be forfeited. This section is based upon the restrictions of the Fair Labor Standards Act (FLSA) and the suggested guidelines for the Governmental Accounting Standards Board (GASB).

9.08 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 sergeants and captains 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 Union 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
Presidents' Day	Thanksgiving Day	
Memorial Day	Christmas Day	

10.04 The union 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.

10.05 The Outside detail rate will be 1 ½ times the P-2 base hourly on a 4+2 schedule without the buyout rate. Superior officers "in charge" differentials of five (\$5.00) dollars per hour shall be added to the above rate.

10.06 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

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

**ARTICLE 11 – COURT TIME**

11.01 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.

**ARTICLE 12 – HOLIDAYS**

12.01 Employees covered by this Agreement shall have the following holidays:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	4th of July	Thanksgiving Day
Presidents' Day	Labor Day	Christmas Day
Patriots' Day	Columbus Day	

12.02 The total annual holiday pay shall be rolled in the base salary and no longer will be a separate payment. In the future, 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. The Union 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.

12.03 However, effective July 1, 2013, any employee called into work on a holiday which is his regular day off shall receive an additional half days' pay. An employee after working his regular scheduled holiday shift who is held over by the officer in charge shall receive double time (his hourly rate x 2) for each hour worked after the end of his regular shift on said holiday.

**ARTICLE 13 – UNION REPRESENTATION**

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

**ARTICLE 14 – VACATIONS**

14.01 An Employee 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 date 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. In regard to employees who work the 4x2 schedule only, the employee shall receive an additional day (4 weeks and one day total) on the employee's twenty-first anniversary date, an additional day (4 weeks and two days total) on the employee's twenty-second anniversary date, an additional day (4 weeks and three days total) on the employee's twenty-third anniversary date, and an additional day (4 weeks and four days total) on the employee's twenty-fourth anniversary date.

14.02 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. Note: The provisions of the Settlement Agreement regarding MUP-12-1918 and ARB-12-2202 remain in effect.

14.03 There shall be no carry-over of vacation from one year to the next without written approval

of the Chief and the Mayor.

14.04 An Employee's total years of continuous employment with the Town of West Springfield, not in the Department, shall determine the amount of vacation he/she is entitled to annually under this article.

14.05 Any Supervisor 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 111F 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.

14.06 An Employee who is injured on duty (IOD) and receives benefits pursuant to M.G.L. Chapter 41, Section 111F for an entire calendar year (January 1 – December 31) 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 while 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.

#### **ARTICLE 15 – INTERCHANGE OF WORK HOURS**

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

#### **ARTICLE 16 – INDEMNIFICATION**

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

#### **ARTICLE 17 – SAFETY**

17.01 A safety committee comprised of three member of the Union 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 – UNION BUSINESS LEAVE**

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

- a) It is understood and agreed that although they may be paid for Union 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.

- b) 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:
  - 1) Three (3) days - one (1) person to attend the I.B.P.O. National Convention once every four (4) years.
  - 2) One (1) day - one (1) person to attend monthly Regional I.B.P.O. meetings.

#### **ARTICLE 19 – PROTECTION OF WORK OPPORTUNITIES**

19.01 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.

19.02 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.

#### **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 – EDUCATIONAL INCENTIVE**

21.01 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.

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

- a) 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.
- b) 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.
- c) 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.

21.03 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.

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

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

21.06 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.

21.07 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:

- a) Associate's Degree in Criminal Justice from a full time fully accredited college or university: \$3,500.00.
- b) Bachelor's Degree in Criminal Justice from a full time fully accredited college or university: \$4,500.00.
- c) 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.

21.08 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.

21.09 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.

21.10 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).

21.11 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 – UNIFORM ALLOWANCE**

22.01 Effective June 30, 2010 the base salary will increase by an additional \$100.00 for clothing and

cleaning and the clothing and cleaning will not be paid except as part of the base salary and a notation of the roll into the base shall made and maintained in the contract and the provisions for the independent payments of clothing and cleaning shall be deleted from the contract.

### **ARTICLE 23 – LONGEVITY PLAN**

23.01 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.

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

### **ARTICLE 24 – MAINTENANCE OF BENEFITS**

24.01 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 – PAY-SCALE**

25.01 The Union agrees that the Employer may implement biweekly paychecks when all other bargaining units have agreed to biweekly paychecks. All bargaining unit members are required to receive their compensation through direct deposit.

25.02 See attached wage schedules.

- a) Effective July 1, 2017, 2.0% wage increase.
- b) Effective July 1, 2018, 2.0% wage increase
- c) Effective July 1, 2019, 2.0% wage increase.

25.03 Lieutenants are to be added to the bargaining unit. Upon implementation (i.e., hiring of the lieutenants), the following changes shall occur:

- a) Sergeants who were promoted on or before July 1, 2017 will receive a \$1,500 increase to their base salaries, and shall receive an additional \$1,500 increase to their base salaries in each subsequent fiscal year (effective July 1) of this Agreement (2017-2020) only. Patrolmen promoted to Sergeant after July 1, 2017 will remain on the current sergeant pay scale and shall not be eligible for the aforementioned increases. Sergeants shall work 4x2 or 5x2 schedules, as determined by the Chief.

- b) Lieutenants shall be paid at the current Captain rate, and shall work 4x2 or 5x2 schedules, as determined by the Chief.
- c) Captains shall receive a one-time Ten Thousand Dollars (\$10,000) salary increase (to be added to their base rate of compensation) above the current Captain rate, and shall work 5x2 schedules.

### **ARTICLE 26 – INSURANCE**

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

### **ARTICLE 27 – PERSONAL DAYS**

27.01 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 28 – SICK LEAVE**

28.01 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 375 days.

28.02 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.

28.03 An employee who has accumulated not less than one hundred and thirty-five (135) days of accumulated unused sick leave 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.

28.04 Any employee 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 c. 41, s.111 F for an entire calendar year will not receive the \$500.00 bonus.

28.05 In the event any officer exhausts his or her sick leave the Mayor will review each case, as was the practice of the Board of the Selectmen, and may extend the officer’s sick leave.

28.06 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.

## **ARTICLE 29 – INJURED ON DUTY LEAVE**

29.01 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.

29.02 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 and the Chief, who 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.

29.03 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.

29.04 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.

29.05 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.

29.06 Independent Medical Exam - The parties agree there will be an independent medical exam if the officer's doctor and the Town's doctor cannot agree on a diagnosis and prognosis due to injury. This independent doctor's decision will be final.

**ARTICLE 30 – PAYMENT OF VACATION AND LONGEVITY UPON  
TERMINATION OF EMPLOYMENT**

30.01 The Town and the Union agree that the current method of paying vacations and longevity on an employee's termination date 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 January 1 after his date of termination. Termination shall include the leaving the employ of the Town regardless of the reason.

**ARTICLE 31 – TRAINING AND COURSES**

31.01 In consideration of specialized courses and training required now or hereafter required by the Chief of Police to be taken by any or all members of the union and/or additional duties and responsibilities now or hereafter assigned any or all members of the union by the Chief of Police, each member of the union shall, in addition to compensation provided elsewhere in this agreement, receive an annual payment of \$750.00. Said payment shall be made on the first pay period of each fiscal year.

31.02 Effective July 1, 2018, the annual payment of \$750 shall be rolled into the base rate of compensation.

**ARTICLE 32 – FLSA**

32.01 The Union 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 33 – WORKING OUT OF GRADE**

33.01 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 34 – EMERGENCY FIRST RESPONDER EQUIPMENT**

34.01 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.

34.02 In consideration of the acceptance of the above, members of the bargaining unit shall be paid Five Hundred and 00/100 Dollars (\$500.00) annually as additional compensation effective July 1, 2016. Effective July 1, 2016, this compensation was rolled into the base pay of employees at a rate of \$9.61 per pay period for active employees.

### **ARTICLE 35 – STATUTORY LEAVE**

35.01 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 36 – DRUG AND ALCOHOL TESTING**

36.01 The parties 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.

36.02 In the event of an accident involving Town equipment and/or vehicles, and the Chief and/or Mayor determines the employee was at fault then the employee may be tested. A covered employee who has a positive alcohol and/or drug test must be removed from job duties. An employee cannot return to his/her duties until he/she has been evaluated by the Town's Substance Abuse Professional (SAP), completed the SAP recommended rehabilitation program, and has a negative result on a Return-To-Duty drug test. The SAP rehabilitation program shall be mandatory for employees with confirmed positive results or for any employee admitting drug usage. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program. Leaves of absence without pay for such reasonable periods will also be allowed in the event the employee does not have sufficient sick leave. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation program, and the failure to abide by all such conditions and requirements shall be a basis for termination of employment. The employee agrees to submit to random urinalysis testing for a period of one (1) year after returning to work. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

### **ARTICLE 37 – VEHICLE MONITORING**

37.01 The I.B.P.O. 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.

37.02 The GPS will be used to compile information for determining baseline data and any increases for purposes of casino mitigation amounts. 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.

37.03 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.

37.04 The I.B.P.O. 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 I.B.P.O. will be entitled to the reports generated within the applicable time period.

37.05 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.

37.06 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 38 – DURATION OF AGREEMENT**

38.01 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.

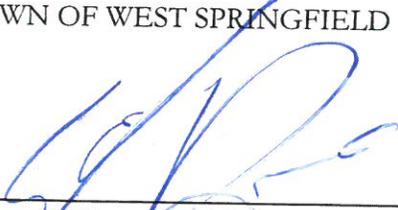
38.02 The Town agrees to provide a copy of this Agreement to each Employee concerned.

### **ARTICLE 38 – CIVIL SERVICE REOPENER**

39.01 The parties agree that the contract may be re-opened for the purpose of negotiating the removal of Civil Service

This Agreement entered into this 4<sup>th</sup> day of May, 2018.

TOWN OF WEST SPRINGFIELD

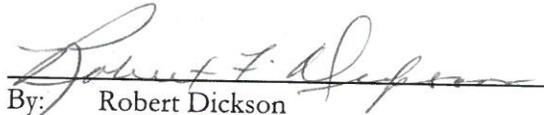


By: William C. Reichelt  
Title: Mayor

INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS, LOCAL 365S



By: Michael Reed  
Title: President



By: Robert Dickson  
Title: Union Representative

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

**POLICE SUPERIOR OFFICERS PAY SCALE**  
**EXHIBIT A -BEFORE ADDITION OF LIEUTENANTS**

<b>FY2018 (2%)</b>		<b>Sick Buy-Out +3%</b>
<b>GRADE</b>	<b>MAX</b>	
P-2 (Sergeant)	1,485.7642	1,530.3371
P-3 (Captain)	1,884.2739	1,940.8021

	<b>Sick Buy-Out +3%</b>
<b>MAX</b>	
37.1441	38.2584
47.1068	48.5201

<b>FY2019 (2%) + roll \$750 Annual Spc Train to base (\$14.42/wk)</b>		<b>Sick Buy-Out +3%</b>
<b>GRADE</b>	<b>MAX</b>	
P-2 (Sergeant)	1,529.8995	1,575.7964
P-3 (Captain)	1,936.3794	1,994.4708

	<b>Sick Buy-Out +3%</b>
<b>MAX</b>	
38.2475	39.3949
48.4095	49.8618

<b>FY2020 (2%)</b>		<b>Sick Buy-Out +3%</b>
<b>GRADE</b>	<b>MAX</b>	
P-2 (Sergeant)	1,560.4974	1,607.3124
P-3 (Captain)	1,975.1070	2,034.3602

	<b>Sick Buy-Out +3%</b>
<b>MAX</b>	
39.0124	40.1828
49.3777	50.8590

**POLICE SUPERIOR OFFICERS PAY SCALE**  
**EXHIBIT A -AFTER ADDITION OF LIEUTENANTS {ASSUMES ADD OF LT DURING FY 2018}**

<b>FY2018 (2%) {add 1500/yr to P-2b; P-3 = LT; P-4 = new Capt}</b>		<b>Sick Buy-Out</b>
<i>Effective upon hiring of Lieutenants</i>		
	<b>MAX</b>	<b>+3%</b>
P-2a (Sergeant Promoted after 7/1/2017)	1,485.7642	1,530.3371
P-2b (Sergeant Promoted before 7/1/2017)	1,514.6142	1,560.0526
P-3 (Lieutenant)	1,884.2739	1,940.8021
P-4 (Captain)	2,076.5839	2,138.8814

	<b>Sick Buy-Out</b>
	<b>+3%</b>
<b>MAX</b>	
37.1441	38.2584
37.8654	39.0013
47.1068	48.5201
51.9146	53.4720

<b>FY2019 (2%) + roll \$750 Annual Spc Train to base (\$14.42/wk)</b>		<b>Sick Buy-Out</b>
<b>add 1500/yr to P-2b</b>		
	<b>MAX</b>	<b>+3%</b>
P-2a (Sergeant Promoted after 7/1/2017)	1,529.8995	1,575.7964
P-2b (Sergeant Promoted before 7/1/2017)	1,588.1765	1,635.8218
P-3 (Lieutenant)	1,936.3794	1,994.4708
P-4 (Captain)	2,132.5356	2,196.5117

	<b>Sick Buy-Out</b>
	<b>+3%</b>
<b>MAX</b>	
38.2475	39.3949
39.7044	40.8955
48.4095	49.8618
53.3134	54.9128

<b>FY2020 (2%)</b>		<b>Sick Buy-Out</b>
<b>add 1,500/yr to P-2b</b>		
	<b>MAX</b>	<b>+3%</b>
P-2a (Sergeant Promoted after 7/1/2017)	1,560.4974	1,607.3124
P-2b (Sergeant Promoted before 7/1/2017)	1,648.7850	1,698.2485
P-3 (Lieutenant)	1,975.1070	2,034.3602
P-4 (Captain)	2,175.1863	2,240.4419

	<b>Sick Buy-Out</b>
	<b>+3%</b>
<b>MAX</b>	
39.0124	40.1828
41.2196	42.4562
49.3777	50.8590
54.3797	56.0110