

City of Westfield

And

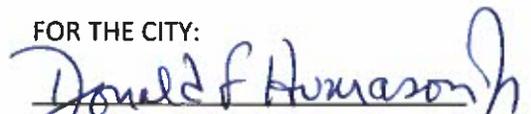
International Brotherhood of Police Officers
Local S574 (Superior Officers)

1. The parties agree that it is in the best interest of the parties to encourage superior officers to continue to seek promotional opportunities within the City; and
2. The parties recognize that the role of Captain and Chief are covered by Personal Services Agreements, and fall outside of the CBA for the Superior Officers; and
3. Whereas the parties agree that at the time of a promotion to the rank of Captain, that individual is entitled to be paid out for compensatory time earned at the then existing Lieutenant's rate of compensation; and
4. While compensatory time is not to be earned at the rank of Captain or Chief, nothing shall prevent the City and the Captain from negotiating individual terms in the Captain's Personal Services Agreement with regards to the possible carry-over and usage of such compensatory time.
5. This agreement shall include the pay-out of compensatory time ("time coming") for Jerome Pitoniak who was promoted to Captain in June 2019. Compensatory time shall be calculated based upon his final rate of pay as Lieutenant as of the date of his promotion to the rank of Captain.

FOR THE UNION:


#130
Michael Kane, President

FOR THE CITY:


Donald F. Humason, Jr., Mayor

Dated:

2/4/2020

Dated:

2/4/2020

City of Westfield
And
The International Brotherhood of Police Officers, Local S574 (Superior Officers)

Memorandum of Understanding and Agreement

WHEREFORE, the parties executed a Successor Agreement from July 1, 2016, through June 30, 2019, which contained a provision to amend the education incentive for certain unit members based on a date certain, and;

WHEREFORE, the parties understood the effect of the agreement at the bargaining table;

NOW, THEREFORE, the parties agree to amend provision ARTICLE 5.6.1 of the Collective Bargaining Agreement based on mutual understanding of the effect as follows:

1. Effective July 1, 2016, all dates contained in Article 5.6.1 shall be amended and rewritten as July 1, 2010, and the qualifying degrees of Article 5.6.2 shall be incorporated, as follows:

All superior officers promoted before July 1, 2010 are eligible for full educational benefits, Associates Degree 10%, Bachelors degree 20%, Masters Degree 25% (degree must be *consistent with requirements of Article 5.6.2*). All officers hired before July 1, 2010 who become promoted in the future will receive full educational benefits (same as above). All officers hired after July 1, 2010 and become promoted in the future will receive 15% for a Bachelors and 20% for a Masters degree.

2. No other provisions of the collective bargaining agreement shall be amended or otherwise changed under this Memorandum.

FOR THE CITY:

FOR THE UNION:



DATE: 11/10/16



DATE: 11/2/16

August 1, 2016

Clarification of shift differential language

Split shift

Agreement between

City of Westfield

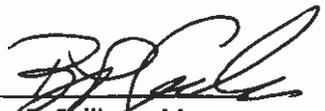
And

IBPO Superior Officers Union S574

Article 29.4 Shift Differential

- a) Employees assigned to Squad C working a 4pm to 12am shift will receive a fifty cent (\$.50) per hour shift differential
- b) Employees assigned to Squad A working a 12am to 8am shift will receive a sixty cent (\$.60) per hour shift differential
- c) Employees assigned to a split shift: 12am to 8am and 4pm to 12am will receive a fifty five cent (\$.55) per hour shift differential
- d) Employees assigned to a split shift: 4pm to 12am and 8am to 4pm will receive a thirty cent (\$.30) per hour shift differential

For the City:



Brian P. Sullivan, Mayor
City of Westfield



Michael C. Ugolik, President
IBPO, Superior Officers S574



John A. Camerota
Chief of Police

October 20, 2014

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 20th day of October, 2014, by and between the City of Westfield, acting through its duly authorized Mayor, and the Superior Officers Union (PBO Local S574, acting through their duly authorized President and Lieutenant Michael C. Ugolik for the purpose of defining the work schedule for Superior Officers of the Westfield Police Department.

Standard Work Schedule: 11:30p.m. - 8:00a.m. (A group) 7:30a.m. - 4:00p.m. (B group) 3:30p.m. - 12:00a.m. (C Group). The standard work schedule shall consist of four (4) consecutive days consisting of eight (8) hours, thirty (30) minutes of duty per day, followed by two (2) consecutive days off (40 hours weekly). Should an employee be entitled compensatory time (TC) and should the compensatory time be earned at a time when overtime might be paid, such time may be taken at time and one-half.

Administrative Work Schedule: Excepted from the standard work schedule shall be officers assigned as follows, each of whom shall work five (5) consecutive days Monday through Friday of each week, and shall receive two (2) consecutive days off weekly:

- 1) Detective Lieutenant and Detective Sergeant
- 2) Traffic Bureau Commander
- 3) Community Police Unit Commander

Such Superior Officers shall be entitled to and shall receive, in addition to the two (2) consecutive days off weekly under the five (5) day work schedule mentioned above, seventeen (17) additional days off annually, so that each superior officer assigned shall receive the same number of days off annually as will officers working the regular four (4) and two (2) schedule described herein. Those seventeen (17) additional days off will be taken one (1) every three weeks, or in accordance with a schedule that shall be determined by the Chief of Police and the Bargaining Unit.

Preparatory Time Compensation: The commanding officer assigned to the line who is in charge of their shifts (Lieutenant or Sergeant) and are working shall report to duty fifteen (15) minutes before the required reporting time for patrol officers (1115 hrs for squad A, 0715hrs. for squad B, 1515hrs. for squad C). The Lieutenant or Sergeant who is in charge of the shift for that tour of duty shall submit a fifteen (15) minute overtime slip which will be paid at the rate of time and one half.

The intent of this agreement is to effect all pertinent sections of the current collective bargaining agreement between the parties pertaining exclusively to hours worked and correlating time accrued on a going forward basis. The parties do not intend to change any other substantive provision of the contract, including, but not limited, to Article 22.4 (the "207(k)" FLSA exemption).

Retroactivity: The parties recognize an intent and negotiated agreement through the collective bargaining process to amend the working schedule of the unit members prior to July 1, 2014. However, the parties recognize they cannot retroactively amend the hours worked of the unit for record keeping purposes: the hours already worked by the employees cannot be amended. However, the parties have not settled on a successor collective bargaining agreement yet, and both parties desire to affect the

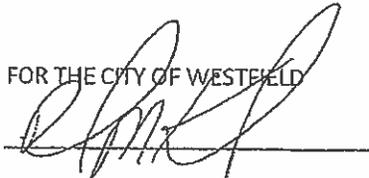
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working hours as soon as possible while also limiting the retroactivity of wages without the benefit of the change in hours. Therefore, while time worked and served from July 1, 2014, shall remain unchanged, the parties agree to fund unit members the monetary value that would be owed if the change in hours became effective July 1, 2014. The unit members will receive the monetary value of a change from 38.5 to 40 hours per week between July 1, 2014 and the date when the hours change becomes effective.

This constitutes a full and complete agreement between the parties.

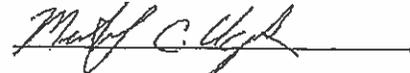
Executed this ___ day of October, 2014.

FOR THE CITY OF WESTFIELD



DANIEL M. KNAPIK, MAYOR

FOR THE SUPERIOR OFFICERS UNION LOCAL S574



MICHAEL C. UGOLIK, PRESIDENT

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 1st day of July, 2009, by the undersigned parties, the City of Westfield, acting through its duly authorized Mayor, IBPO, Local 574, and IBPO, Local 574S, acting through their duly authorized Presidents having met and negotiated these issues, do hereby agree to the following:

For Fiscal Year 2010 only, the Unions agree that their members will receive compensatory time, rather than holiday pay, for all holidays. This will result in an estimated savings of \$90,000 in the FY10 budget.

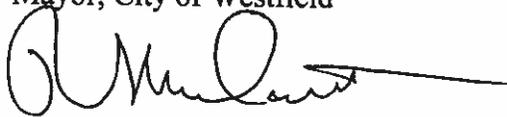
Both parties agree that any union employees that have given their notice to retire within the next three (3) years will be exempt from this obligation, and will receive the contractually-mandated holiday pay.

The City agrees to fund all Union positions in the FY10 budget, that involve the two unions (6 lieutenants, 10 sergeants and 61 patrolmen).

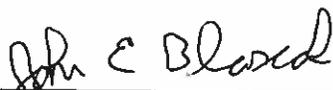
Both parties agree that the six hundred (600) hour limit for comp time accumulation, as stated in the respective collective bargaining agreements, will be temporarily extended to seven hundred fifty (750) hours, only for the following eight (8) union members: Manos; Nunez; Fanion; Baginski; Pellan; Bradley (Michael); Bradley (Roxanne); and Sienkiewicz. These employees must come into compliance with the six hundred (600) limit by June 30, 2013. Any hours over six hundred (600) will be forfeited on July 1, 2013.

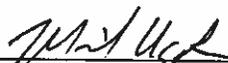
FOR THE CITY OF WESTFIELD

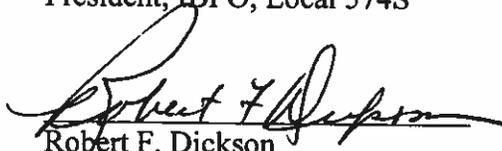

Michael R. Boulanger
Mayor, City of Westfield


Richard A. Merchant
Personnel Director

FOR IBPO, LOCAL 574


John E. Blascak, President
President, IBPO, Local 574


Michael C. Ugolik
President, IBPO, Local 574S


Robert F. Dickson
IBPO Representative