

City of Westfield  
And  
International Brotherhood of Police Officers Local S574 (Superiors)  
**Successor Agreement**

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1. Body cameras-The Parties agree to discuss a policy for body cameras outside of negotiations. There will be no additional compensation for the implementation of body cameras.
2. Article V: subsection 5.3-The Parties agree to develop a working group on the OT and outside work distribution portion after DTS analysis.
3. Article IX-Vacations. Subsection 9.10. Cap carryover. Proposed language is to remove the third and fourth sentences and replace with “Superior officers with less than 20 years of service may carryover seven days of unused vacation into the next year. Superior officers with more than 20 years of service may carryover ten days of vacation into the next year. All carryover vacation must be used in the next calendar year or forfeit. Any time not used or carried over shall be forfeit. This provision applies to all situations, including officers out on IOD or military leave, wherein all accrued vacation time cannot be utilized.”
4. Add to Article X-Sick Leave, subsection 10.5 “Any bargaining unit member out on sick for a job-related injury shall cease accumulating sick time during the time in which he/she is out beyond three months.” Also add to section 10.1 that the sick incentive does not accrue when out on IOD by amending the fifth sentence to read “Any member of the bargaining unit who does not use a sick day, or uses no more than four family illness days, in any quarter shall accrue four (4) hours of compensatory time, this does not apply when a member of the unit is out on IOD”. (emphasis added)
5. Article XX-Clothing and Miscellaneous allowance: Section 20.3-add that claims must be submitted within 72 hours of incident or 72 hours after release from the hospital, whichever is later. Chief shall have discretion for unusual circumstances.
6. Article V: Hours of Work and Overtime. Section 5.1 Amend “time off” to “time coming” and cannot work “more than” two consecutive shifts unless as deemed an emergency under section 5.3.21.
7. Article V: Add “Educational Incentive” to the Title. It will now read, Hours of Work, Overtime and Educational Incentive.
8. Article XVIII: Insurance: Delete in its entirety and add: “The City agrees to make available to unit members the opportunity to participate in the group insurance plan of the City of Westfield in accordance with the provisions of said plan in force and effect from time to time for other employees of the City of Westfield, currently as is consistent with the Memorandum of Agreement drafted and signed in 2012 by the members of the P.E.C/32B Committee, incorporated into this agreement and referenced as Appendix B.”
9. Article XIX-Personal Injury Benefits-clarify that the approval is not from the Commission but the City’s IOD administrator.
10. Article XX-Clothing and Miscellaneous Allowance-subsection 20.5-just follow the auditor’s policy.
11. Article XXI-Special Leaves-clarify that it is not an extra day, but a swap.
12. Economic Provision:
  - Step reduction proposal attached.

- Post: 1% each fiscal year added after the step reduction.
- Base wage increase 2% each year of the agreement applied after the step reduction.

For the City W. J. Amz

Date 2.20.26

For the Union St. Joch

Date 12-24-2025



**CITY OF WESTFIELD**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS  
LOCAL 5574 (SUPERIOR OFFICERS)**

**JULY 1, 2022 - JUNE 30, 2025**

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**AGREEMENT BETWEEN  
CITY OF WESTFIELD, MASSACHUSETTS  
AND  
INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS  
LOCAL S574 (Superiors)**

This Agreement entered into by and between the CITY OF WESTFIELD, MASSACHUSETTS, hereinafter referred to as the City, and INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL S574, hereinafter referred to as the Union, sets forth the basic contract or collective bargaining agreement, covering wages, hours and other conditions of employment to be observed by the parties hereto.

**ARTICLE I: RECOGNITION**

1.1 The City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all Police Sergeants and Lieutenants employed by the City of Westfield Police Department but excluding all others.

The Union recognizes the Mayor as the sole and exclusive bargaining agent representing the City of Westfield for the purpose of establishing salaries, wages, hours and other conditions of employment through collective bargaining for all employees eligible for membership in the International Brotherhood of Police Officers, Local S574.

**ARTICLE II: UNION SECURITY AND CHECK- OFF**

2.1 The City agrees to deduct the Union membership dues once a month from the pay of all employees covered by this Agreement who authorize such deductions. The City shall, after making the deductions, transmit the amount so deducted to the union to its President or designee. When forwarding these deductions, the City will include a list identifying each employee by name, social security number, and the amount so deducted. A copy of the dues deduction form is attached hereto.

2.2 The City may conclusively rely upon a written statement signed by the President or his designee of the Local Union stating the amount of the regular current monthly dues unless and until otherwise advised in writing by either of the above parties.

2.3 The Union shall accept into membership each employee covered by this Agreement who tenders to the Union the periodic dues uniformly required as a condition of acquiring membership in the Union.

2.4 Agency Service Fee - In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A. c. 150E, section 12), effective thirty (30) days after the signing date 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.

Such fee shall be paid weekly commensurate with the periodic dues charged by Local S574 to its members.

The Union will indemnify, defend, and hold the City harmless against any and all claims made, and against any suit instituted against the City on account of any check off of Union dues or agency fee provision.

The Union agrees to refund to the City any amount paid to it in error on account of the check off and agency fee provision upon presentation of proper evidence thereof.

The Union certifies that this Collective Bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

**AUTHORIZATION FOR AGENCY SERVICE FEE DEDUCTION**

BY: \_\_\_\_\_  
(NAME OF EMPLOYEE)

TO: \_\_\_\_\_  
(NAME OF CITY OF WESTFIELD DEPARTMENT)

EFFECTIVE: \_\_\_\_\_, I hereby authorize the City of Westfield to deduct from my wages each week the current Agency Service Fee of Local S574 and to transmit this amount to the Treasurer of Local S574 of the International Brotherhood of Police Officers.

I understand that this authorization is voluntary and that I may revoke this authorization by giving notice to the City with a copy to the Treasurer of the Union; it being further understood that such termination by me of said deduction may result in termination of my employment with the City of Westfield.

\_\_\_\_\_  
(EMPLOYEE'S SIGNATURE)

**ARTICLE III: NONDISCRIMINATION**

3.1 The City and the union agree that they will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment because of race, color, religious creed, national origin, sex, age, or ancestry.

3.2 The parties hereto recognize the City of Westfield as an Affirmative Action/Equal Opportunity Employer, (M/F/H), and the Union further recognizes the obligations of the City under such stated commitment in the area of employment. The parties further recognize their obligations regarding mandatory subjects of bargaining under the law (MGL Ch. 150E).

**ARTICLE IV: MAINTENANCE OF STANDARDS**

4.1 All existing conditions, rules, regulations, policies and customs governing employees covered by this Agreement that are not changed or specifically eliminated by this Agreement shall remain in full force and effect during the life of this Agreement.

**ARTICLE V: HOURS OF WORK AND OVERTIME**

5.1 (a) If an employee is required to be on duty for any period in excess of his regular hours of duty, he at his/her option may be given either time off or overtime pay equal to such period of overtime duty.

Such time will be recorded at the rate of time and one-half excluding Court time but including holidays, provided the employee was entitled to pay at the time and one-half rate at that time such time was earned, or he will be paid at the rate of time and one-half for such period of overtime duty at his option based on his declaration at the time the work was performed. No employee without his/her consent shall work two consecutive shifts unless the police chief in his discretion exercises his rights in a public emergency.

(b) The City agrees that it will not fill overtime due to the absence of a shift commander (line) with a commanding officer from another unit or bureau (unless the only other option is a forced overtime). The overtime opening will be filled according to the overtime and outside work protocol in Article 5.3.

5.2 The regular hours of work each day shall be consecutive except for any authorized interruption for paid lunch periods.

### 5.3 OVERTIME AND OUTSIDE WORK DISTRIBUTION

5.3.1 When assigning overtime or off duty jobs to the officers, the shift commander or his/her designee (sergeant or patrolman) shall distribute jobs in accordance with the officer's standing on the Captain's indicator of priority list and master sheet of intent. The Captain's indicator of priority list will consist of all overtime or compensatory earnings (refusals) over and above weekly pay (37.5 hours), excluding court time. All jobs shall be distributed in accordance with the officers standing in the Captain's indicator or priority, to wit: First officer to be called for the best job, second officer for second best job, etc.

The order of the selections for jobs shall be:

1. Officer on a day off;
2. Officer on last call list;
3. Officer on TC or vacation;
4. Officer not on a day off.

The Captain's indicator of priority list shall be a monthly roster of officers who worked or have intended to work, and whose standing on said roster shall be entered inversely as it relates to their respective earnings. A column shall show those not realized because of refusals to work when called. The Master Sheet of Intent contains all departmental information that constitutes the basis upon which the department will be establishing the monthly indicators of priority. Both documents shall be available to the Union Officers upon written request. For newly appointed officers first eligible to work outside details their names shall appear at the bottom of the indicator of priority.

5.3.2 The officer being called will be offered and may choose any one of the overtime or off duty jobs that are listed on the off duty sheet at the time of the call.

5.3.3 An officer who is going to be on a day off and wishes to work on his/her day off must make his/her intentions known by 4:00 p.m. on his/her last scheduled day of his/her group. If he/she does not, then his/her name will go below the yellow line which is placed under the last name appearing on the sheet of intent on that day.

5.3.4 An officer who is not on a day off but would like an overtime or off duty detail must sign on the day on intent sheet. At 00:00 hrs. the shift commander will draw a yellow line after the last name signed up. All officers before the yellow line will be called first for work.

5.3.5 If an officer's name who is on a day off appears before the yellow line it will count as a sign up per the contract.

5.3.6 If an officer's name appears after the yellow line, it will not count as a sign up. If he/she refuses a job it will count as a refusal per the contract and added to the indicator of priority.

5.3.7 If an officer's name appears below the yellow line, he/she will be called last for the days the officer signed up and the jobs will be assigned to him/her based upon the sheet of intent.

5.3.8 The shift commander or his designee (sergeant or patrolman) will make reasonable efforts to contact the officers between the hours of 4:30 p.m. and 6:30 p.m. If there is no answer at his/her residence during those hours he/she will be given a refusal for the lowest paid job unless their name appears on the departmental sick list.

5.3.9 Any employee, not on vacation or on the department's sick list, or not available because of departmental business, who does not submit a notice of intent for the previous month, will go to the bottom of the indicator of priority. Officers who are on IOD status are not required to sign up.

5.3.10 No cruiser will be sent to an officer's residence to ask if he/she would like a job.

5.3.11 An officer who is working in the capacity of a Westfield Police Officer may be contacted by radio to be asked if he/she would like a job. An officer who is working a job and is on the list must call the station between 4:00 p.m. and 4:30 p.m., just as a reminder to the commanding officer.

5.3.12 An officer on a day off has priority for a second job over any other officer who is on vacation, time coming, or working, providing that he/she makes it known by indicating yes in the second job box on the sheet of intent. (The intent of this section and the entire protocol is to take care of the officer who is on a day off first). The commanding officer should initial the boxes if they are left unchecked.

5.3.13 If an officer is called for a job between the hours of 4:30 p.m. and 6:30 p.m. and he/she refuses any class A, B or C job he/she will not be called again for any other job available on that same day.

5.3.14 If an officer signs up to work an overtime or off duty detail and he/she cannot work because he/she has court, then he/she will get a refusal for the lowest paid job. The only exception is if the officer gets a late court call. A late court call is defined as being notified to appear in court after the job assignments have been made.

5.3.15 If an officer who is on a day off refuses a job or is not home after 6:30 p.m., he/she will not be given a monetary refusal. However, if there are "new" unfilled jobs other than originally offered, the shift commander (Sergeant or patrolman) shall make every reasonable effort to contact that officer before going to the officer not on a "DAY OFF" status (only one call back).

5.3.16 If an officer is assigned a job, which is a lower class job and a higher class job becomes available, the shift commander will call the officer again and offer him/her the higher class job. If the new job is called in less than two hours before the start time of the job originally assigned, this section does not apply.

CLASS A – Any department detail of eight hours or more.

CLASS B – Any job that is more than 4 hrs.

CLASS C – All jobs 4 hrs. or less.

CLASS D – Out of city jobs. (No refusal recorded for refusing out of city jobs.) (Out of city jobs are charged at the Westfield Police Department rate.)

5.3.17 When all officers are assigned a job and no other name appears on the sheet of intent then the shift commander or his/her designee (Sergeant or patrolman) may fill any job by exercising the authority of his/her command. However, consideration should always be given to full-time police officers before going to reserves or specials. The call order is as follows:

1. Full time
2. Reserves
3. Retirees
4. Aux-specials
5. Specials

5.3.18 Upon completion of the recruit academy, an officer will be placed on the inactive duty roster for the remainder of the month that he/she graduated, and the next two calendar months.

5.3.19 If an officer calls off from a job more than four hours before the start of the job he/she will be penalized only for the dollar amount of the job.

5.3.20 If an officer calls off from a job four hours or less before the start of the job he/she will be placed on the 99 list for the next month.

5.3.21 No employee shall be allowed to work more than sixteen (16) hours consecutively without a break (four [4] hours), unless there is an emergency situation.

5.3.22 When an officer completes a tour of duty and is called back for any reason, he/she shall receive a minimum of four (4) hours pay which shall be paid at the overtime rate.

5.3.23 Being "forced over" would result in being paid at the typical overtime rate of time and one-half. If a supervisor is being "forced in", this would result in being paid double time. Also, the least senior Sergeant or Lieutenant (if there is no Sergeant on duty) on duty will be forced over and this would apply to supervisors working in any bureau. If the need to force in a supervisor arises, the Sergeant with the least amount of seniority shall be the supervisor forced in. If the Sergeant with the least amount of seniority is physically unable to work then the next least senior Sergeant would be the supervisor forced to work and this would continue in that order.

5.3.24 The standard work schedule shall consist of four (4) consecutive days consisting of eight (8) continuous hours, thirty (30) minutes of duty per day, followed by two (2) consecutive days off (forty [40] hours). 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. Excepted from this paragraph shall be officers assigned as follows, each of who shall work five (5) consecutive days on Monday through Friday of each week, and shall receive two (2) consecutive days of weekly:

1. Detective Lieutenant and Detective Sergeant;
2. Traffic Bureau Commander;
3. Community Police Unit Commander.

Such Superior officers so assigned shall be entitled to and shall receive in addition to the two (2) consecutive days off weekly, each shall receive under the five (5) day work schedule above-mentioned, seventeen (17) additional days off annually, so that each officer assigned shall receive the same number of regular 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) each three (3) weeks, or in accordance with a schedule that shall be determined by the Chief of Police and the Bargaining Unit.

5.3.25 In the event that two (2) or more full time officers are called for a job, and one or more of those officers are not needed; then the officer with the least money earned, according to the Captain's indicator of priority, will have his/her choice of job assignment regardless of rank.

5.3.26 Any and all complaints concerning this section will be afforded consideration only if they are in a written form.

5.3.27 Officers will be paid at a rate of time and one half for work performed for which they are paid from the Police Department budget. For all outside details

not paid from the Police Department budget the rate will be time and one half the rate of a step 9 Patrolman rolled to the closest dollar plus a dollar. Outside details will be rounded up to the nearest hour for any work performed by the employee beyond the hour. Outside duty rate protocol: 1) All jobs that start at 6am or later will be paid the established standard rate per hour. 2) All jobs that start at midnight or before 6am will be paid at the rate of time and one-half the established standard rate per hour up to 8am. 3) If the job goes over 8 hours, those hours will be paid at the rate of time and one-half the established standard rate hour. 4) All jobs on Sundays and Holidays will be paid at time and one-half the established standard rate per hour.

5.4 In the event that the City in its management discretion elects to provide funding sufficient to increase the number of funded Sergeant and/or the number of funded Lieutenant positions above the number of such positions as funded by the City in fiscal year 2005, then, notwithstanding the hours listed in the work schedule set forth in Article XXII, section 22.3, the City shall have the discretion to set the hours of duty for such position/positions as it deems most appropriate. However, choice of work shift by employees for such position/positions is subject to the relevant language of Article XXII, section 22.1 and Article XXVIII.

5.5 The City agrees that when an employee becomes certified by the Department of Education for additional credit in accordance with the established formula, they will as soon as possible, pay this incentive pay on a weekly basis.

5.6 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 17.5% for a Bachelors degree and 22.5% for a Masters degree. Effective June 30, 2025 all officers hired after July 1, 2010 and who become promoted in the future will receive 20% for a Bachelors degree and 25% for a Masters degree.

For purposes of this section, as opposed to for purposes of calculating longevity, "hired" shall mean the unit member was working in full time capacity for the Westfield police department in a police officer capacity (for example, full time pre-academy, but not reserve status).

Any officer having obtained an Associates or Bachelors degree in criminal justice or law enforcement is eligible for the next level of education incentive if the officer obtains a Masters degree in public administration, law enforcement, or criminal justice, or any other field with approval of the Commission and subject to review by Personnel Director, Mayor or Mayor's designee.

## **ARTICLE VI: VACANCIES**

6.1 A vacancy is defined as an opening caused by promotion, transfer, death, retirement, resignation, discharge or the availability of a new possible position. All vacancies, including secondary vacancies, occurring on the Westfield Police Force will be filled strictly in accordance with the applicable Civil Service Rules and Regulations within a reasonable time.

6.2 At the time of a promotion to the rank of Captain, the employee is entitled to be paid out for compensatory time earned at the then existing Lieutenant's rate of compensation. 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 regarding the possible carry-over and usage of such compensatory time.

## **ARTICLE VII: MILITARY LEAVE**

7.1 Employees entering the Armed Forces of the United States pursuant to the provisions of the Universal Military Training and Service Act, as amended by the Military Selective Service Act of 1967, (and as may be hereafter mentioned), shall be granted all rights and privileges provided by law.

## **ARTICLE VIII: SHORT-TERM MILITARY DUTY PAY**

8.1 Effective January 1, 1992, as provided by Municipal Ordinance, any employee in the service of the Armed Forces of the Commonwealth under section thirty-eight, forty, forty-one, or sixty, or during his annual tour of duty not exceeding seventeen days as a member of a Reserve Component of the Armed Forces of the United States shall be allowed the difference between municipal employee's active duty salary and municipal salary.

## **ARTICLE IX: VACATIONS**

9.1 A vacation to two (2) weeks with pay shall be given to superior officers who have been continuously employed by the City for one (1) year.

9.2 A vacation of three (3) weeks with pay shall be given to superior officers who have been continuously employed by the employer for five (5) years effective on January 1, 1985, the phrases five years, ten years, and twenty years shall mean four years and any part of fifth, nine years and any part of the tenth and nineteenth years and any part of the twentieth respectively.

9.3 A vacation of four (4) weeks with pay shall be given to superior officers who have been continuously employed by the employer for ten (10) years.

9.4 A vacation of five (5) weeks with pay shall be given to superior officers who have been continuously employed by the employer for twenty (20) years.

9.5 In each of the above situations, the vacation period shall not include the "days off" accorded to police officers by the General Laws of the Commonwealth of Massachusetts namely two (2) days off for each week of vacation. These "days off" shall be considered as additional vacation time.

9.6 A superior officer who has been employed less than one (1) continuous year by the City shall be given one (1) day of vacation for each two (2) continuous months of service for the first year of service.

9.7 The period for taking vacations shall run from the first of each year to the first of the succeeding year.

9.8 The time for taking vacation periods shall be determined for all ranks on the basis of seniority within the ranks.

9.9 Each superior officer shall be allowed to take his annual vacation period either all at once or in divided segments of no less than one (1) week subject to the approval of the Chief and the orderly operation of the Department. One (1) week of vacation time may be taken as five (5) separate one (1) day vacation uses.

9.9 (a) Two or more superior line officers are prohibited from taking the same full week vacation on the same shift. This does not apply to the "day off" lieutenant.

(b) Single day vacations can be picked with one allowed per shift per day. Single day vacation requests are subject to availability. There is no need to request such days in advance.

9.10 When selecting the vacation leave under this Article, officers assigned to uniform may pick times without regard to the selections of the Traffic Bureau, Crime Prevention Bureau, Non-Uniformed Bureaus and the Court Officer. It is the intention of this section that the Plainclothes, Traffic Bureau, Crime Prevention Bureau and Court Officers may bid their vacations separately from the uniformed officers, thereby allowing more than one superior officer to be on vacation at one time, so long as they are from different branches of the Department. An officer may carry over unused vacation days with the permission of the Chief of Police. Any member of the bargaining unit who is absent by reason of long term illness or injury and is unable to use his or her annual vacation period, said annual vacation period will be made available to members

of the bargaining unit. Any re-selection will be subject to the approval of the Chief.

9.10(a) Time spent on military summer encampment programs shall not be counted as vacation time for the employee involved.

9.11 Superior officers who have left the service of the City to go directly into the United States Armed Forces and who have returned directly to the employment of the City shall have the time spent in the United States Armed Forces considered as time worked for vacation purposes in the year of his return, provided however, that he returns before August 1<sup>st</sup>. Employees who return after August 1<sup>st</sup> shall not be eligible for vacation in the current year provided however, that this does not conflict with provisions of the Universal Military Training and Service Act as amended by the Military Selective Service Act of 1967 and as may be hereafter amended.

#### **ARTICLE X: SICK LEAVE**

10.1 All bargaining unit employees shall be entitled to sick leave for bona fide absences due to illness or injury other than in the line of duty injury or quarantine regulations of the Board of Health which makes it impossible or unlawful for the employee to report to a limit of eighteen (18) days each fiscal year. Such days shall be earned at the rate of one and one-half (1-1/2) days per month while on the payroll. Unused earned sick leave days shall be allowed to accumulate without limit. Employees hired after February 27, 2015 shall accrue sick leave to a limit of twelve (12) days each fiscal year. Such days shall be earned at the rate of one (1) day per month while on the payroll. Unused earned sick leave days shall be allowed to accumulate to a maximum of two hundred fifty (250) days. Any member of the bargaining unit who does not use a sick day or uses no more than four (4) family illness days, in any quarter shall accrue four (4) hours of compensatory time. Any unused hours of compensatory time accrued pursuant to this section may be redeemed for cash payment at the end of the fiscal year to a maximum of one hundred dollars (\$100.00) for sixteen (16) hours.

10.2 In the event of the absence of an officer for four (4) consecutive working days, the officer may be required to submit a certificate of personal illness to the City. Should the City determine a pattern of sick leave abuse exists, the Chief may require justification for each day used.

10.3 Time lost due to occupational sickness or injury suffered in the line of duty shall not be computed as sick leave time within the meaning of this Article. Except, however, that when the employee has returned to work with a doctor's certificate, further absence will be charged against sick leave unless such absence is attested by the doctor to be directly a result of the original occupational sickness or injury.

10.4 Employees will make every reasonable effort to “call off” sick at least four (4) hours prior to their shift and to “call back on” duty at least four (4) hours prior to returning to duty.

#### **ARTICLE XI: BEREAVEMENT LEAVE**

11.1 Employees are entitled to bereavement leave with pay as enumerated herein upon the death of the following:

- Current spouse, child, stepchild – five (5) days.
- Mother, father, sister, brother, half-brother, half-sister, stepfather, stepmother, mother-in-law, father-in-law – three (3) days.
- Grandfather, grandmother, brother-in-law, sister-in-law – one (1) day.
- Persons as close as family – one (1) day, subject to approval by the Chief.

Bereavement leave cannot be used for more than one (1) mother, step-mother, or legal guardian. Bereavement leave cannot be used for more than one (1) father, step-father or legal guardian.

The three (3) days must include the day of the funeral and two (2) days previous to the funeral unless the funeral is delayed more than three (3) days after the death. In this case, the employee can select any three (3) days from the date after death until the day of the funeral to the following:

(1) The three (3) days aforementioned must be days when the City would have required the services of the employee.

(2) Contractual holidays will not be included.

At the Chief's discretion, additional days of bereavement leave may be allowed for the death of a spouse or child.

#### **ARTICLE XII: PAID LEAVE OF ABSENCE**

12.1 The following leaves of absence may be granted subject to the approval of the Chief of Police.

12.2 PAID LEAVE to attend Veterans' Conventions. Employees may be granted a leave of absence with pay and without loss of vacation leave or sick leave while

attending State or National Conventions of a veteran's organization chartered by the United States if he is a delegate or alternate.

12.3 PAID LEAVE TO ATTEND MASSACHUSETTS POLICE ASSOCIATION CONVENTIONS AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS CONVENTIONS. The City agrees to allow no more than two (2) employees a paid leave of absence without loss of sick leave or vacation time if the officer is a delegate or alternate, to a limit of two (2) days per year, to attend International Brotherhood of Police Officers Conventions and Massachusetts Police Conventions.

12.4 PAID ABSENCE FROM DUTY-ASSOCIATION BUSINESS. Designated employees shall be granted necessary time to conduct Union business during working hours. This leave shall not be considered vacation or sick leave. The City shall be notified orally or in writing as far as reasonably possible, in advance to when these absences shall take place.

12.5 Nothing in this article shall be construed to prevent or limit the Chief of Police or the Westfield Police Commission from authorizing any leave of absence with or without pay for matters related to Police functions.

12.6 Personal Days. Effective July 1, 2005, each employee covered by this Agreement shall be allowed two (2) Personal Days with pay per fiscal year for a reason which is either for personal, legal, business-household or family matters which requires absence during working hours, and following reasonable notice to the Police Chief, and with his approval. Such approval will not be unreasonably denied. A personal day under this section will not normally be considered the day before or after a holiday or vacation.

12.7 When an employee, due to serious disability or illness unrelated to their employment as a member of the Westfield Police Department, has exhausted all avenues of paid compensation or leave, derived from employment with the City of Westfield, may make written request to the Chief for advancement of unearned vacation time due in the subsequent calendar year. Such advancement will be granted to a maximum of anticipated vacation accrual in the subsequent year. Such request will be made to the Chief of Police on the appropriate form and may be granted only once in the employee's career with the City. The request must be supported by adequate medical documentation of a serious disability or illness. Further, it will be required that the employee enter into a written agreement, forfeiting an equivalent amount of future vacation time in the next calendar year and further agreeing to build and maintain a bank of not less than 96 hours compensatory time in order to access any time coming or remaining vacation in the next calendar year. If a member cannot return to service, and employment ends prior to earning of time to restore to the department, such liability shall be deducted from other payments due at the time of severance.

12.8 Parties agree to comply with the minimum requirements of M.G.L. ch 149 § 105D. This agreement is not intended to infringe on already bargained for terms of paternity leave, only to mandate the state minimum requirements will be provided as a floor of benefits.

#### **ARTICLE XIII: SEVERANCE PAY**

13.1 An officer upon retirement, or his/her estate upon the officer's death while an active employee of employer, will be paid for all accumulated unused sick leave to a maximum of seventy-five (75) days unless said officer has an accumulation of unused sick leave of two hundred (200) or more sick days. In the event that an officer has two hundred (200) or more unused sick leave days at the time of his retirement or death as an active employee, such officer will be paid for one hundred (100) days. Employees hired after February 27, 2015 will be paid for all accumulated unused sick leave to a maximum of thirty-seven and one-half (37.5) days unless said officer has an accumulation of unused sick leave of two hundred (200) or more sick days. In the event that an officer has two hundred (200) or more unused sick leave days at the time of their retirement or death as an active employee, such officer will be paid for fifty (50) days. Severance pay shall be paid based upon an 8 hour sick day at the base hourly rate (see Appendix "A") as paid the officer as of the officer's last actual shift of work before his/her day of retirement or death.

13.2 The City is requesting advanced retirement notice (by December 31 of the previous fiscal year) and will have the option to pay any severance pay over a three (3) fiscal year period.

13.3 The City will allow an employee an additional number of days of severance pay at separation for the following:

(a) three (3) days of furlough for an additional five (5) days of severance at separation (fiscal 2011 furlough program).

(b) Advanced retirement notification and severance pay out plan for the ability to buy back an additional ten (10) days (must have them accrued) of severance pay upon separation.

#### **ARTICLE XIV: INDEMNIFICATION RIGHTS**

14.1 If criminal or civil proceedings are brought by an outside party against an officer alleging that he committed an assault or any other legal wrong while acting under the authority of badge, the employer will furnish legal counsel to represent him or her in such proceedings at the employer's expense. The employee may make a recommendation thereon, and such recommendation shall not be unreasonable denied. The City will, however, in such a case, have

the sole and exclusive right to enter into an agreement with the selected attorney on the matter of fees.

14.2 If an officer desires to bring a criminal or civil proceeding of any kind in connection with an alleged assault or any other legal wrong suffered by him by an outside party while acting under the authority of badge, such officer may request the Westfield Police Commission to furnish legal counsel to represent him in the proceeding.

14.3 If the Westfield Police Commission does not provide such counsel and the Officer prevails, the City will reimburse the officer for all reasonable counsel fees incurred to the extent permitted and/or required by law.

14.4 Except where prohibited by law, the City, at its option, will either pay all financial judgments obtained against an officer arising out of the performance of his duty or provide, at the City's expense, adequate liability insurance to pay said judgment to the extent that is required by law.

#### **ARTICLE XV: EMPLOYEE REPRESENTATION**

15.1 The City recognizes the right of the Union to designate stewards. There shall be three (3) stewards, one (1) for each shift.

15.2 The authority of the steward so designated by the Union shall be limited to and shall not exceed the following duties and activities.

- (1) The investigation and presentation of grievances to the designated City representative in accordance with the provisions of this Agreement.
- (2) The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information have been reduced to writing, and are of a routine nature and do not involve work stoppages or violation of the provisions of this Agreement.

15.3 The Union shall furnish the City with a complete list of stewards and shall promptly notify the City of any change in said list.

15.4 A steward shall have the authority to handle grievances as set forth in the grievance procedure. The Union agrees that the privileges granted to the stewards herein shall not be abused.

15.5 The City agrees that the Union may select no more than three (3) members of the Union to participate in negotiating matters for the purpose of negotiating or conducting business with the City during their working hours without loss of pay.

**ARTICLE XVI: SAFETY COMMITTEE**

16.1 The City and Union agree to the formation of a City-wide safety committee comprised of two (2) members of the union who shall meet with the safety committee at periodic intervals to discuss and make recommendations for improvements and maintenance of equipment and conditions to assure the general health of the employees covered by this agreement. The parties agree to the implementation of new safety standards by, through and in conjunction with the Personnel Department, and agree to participate in a safety committee established with the goal of updated safety rules and policy to ensure a safe working environment for the employees of the City of Westfield. The committee shall be tasked with updating safety policies and procedures for all municipal employees. The committee shall also create enforcement and disciplinary protocol for effected members. The recommendations of the committee are not subject to the grievance procedure.

**ARTICLE XVII: LEGAL HOLIDAYS**

17.1 The following days are paid holidays for employees in the bargaining unit:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Easter Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	

The holidays shall be the recognized day of observance in the Commonwealth, irrespective of what day of the week the holiday falls.

17.2 If an employee is required to work on any of the above holidays, he will be paid holiday pay at the rate of time and one-half (1-1/2) in addition to his regular pay. An employee may elect in lieu of pay to receive compensatory time. Such time shall be booked at the rate applicable to the time worked whether time and one-half (1-1/2) or straight time. Any officer forces into working an overtime shift on Thanksgiving Day or Christmas Day shall be paid at the rate of double time.

17.3 If one of the above holidays occurs during an employee's vacation period, at the employee's sole election, he will receive either an extra day off or an additional day's pay for the holiday.

#### **ARTICLE XVIII: INSURANCE**

18.1 Effective July 1, 2007 the parties agree that employees should contribute thirty percent (30%) of the HMO-Network Blue plan (individual or family), twenty percent (20%) for HMO Value Plus plan (individual or family), thirty-five percent (35%) for the Blue Choice plan, (individual or family), thirty-five percent (35%) for the HNE PPO plan (individual or family). Eligible employees who begin work on or after July 1, 2007 shall be offered two (2) options for health insurance: HNE PPO at the 65/35 percent split and HMO Value Plus at 80/20 percent split. The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. A trust account will be established for employees on HMO Value Plus for reimbursement for hospitalization (up to five hundred dollars [\$500] for individual and one thousand dollars [\$1,000] for family), the amount to be established each fiscal year upon recommendation by the City's insurance consultant sufficient to meet this obligation.

#### **ARTICLE XIX: PERSONAL INJURY BENEFITS**

19.1 Whenever an employee is absent from work as a result of a line-of-duty injury, he shall receive full salary for such length of time as the Police Commission shall determine and the period of such absence shall not be charged to his annual or accumulated sick leave or his vacation time. The benefits provided in this paragraph cover a re-aggravation, re-activation or the like of old line-of-duty injuries.

#### **ARTICLE XX: CLOTHING AND MISCELLANEOUS ALLOWANCE**

20.1 Employees will be allowed to purchase items under this section at a place of their choice provided that these items are approved by the Chief. The City will furnish all initial equipment (pistol, handcuffs, etc.) and will replace same when necessary because of damage in line of duty. If for any reason, an employee is absent for more than one-fourth (1/4) of the work year, corresponding with the fiscal year, his/her clothing allowance shall be reduced proportionately either in the work year or in the subsequent work year. Notwithstanding this pro-rata, should any employee be absent solely due to work related injury, his/her clothing allowance shall not be reduced unless said employee shall have been absent for a full work year.

20.2 A periodic check will be made of all pistols and replacement will be made with proper equipment when necessary.

20.3 The City agrees that any time a supervising officer, whether on or off duty, suffers any personal loss or injury while performing an act considered to be in the line of duty, or suffers any loss or breakages, such as watch, glasses, torn clothing, etc., they shall be reimbursed for same to a maximum of five hundred dollars (\$500) per item damaged. The City shall promptly review and determine all claims made pursuant to this paragraph and shall reimburse each valid claim within thirty (30) days following acceptance of validity of claim. The Parties agree that restitution shall still be available and sought through any available judicial process with the exception and intention of making both the City and Unit member whole for their loss(es).

20.4 Whenever an officer is required by the City to travel outside the City, and no City vehicle is made available, such officer shall be reimbursed for mileage and tolls. Such mileage shall be paid at the prevailing rate paid other municipal employees.

20.5 Whenever a superior officer is required to attend training programs outside the City and lunch is not provided, he/she may receive seven dollars (\$7.00) for lunch without submission of receipts, to be paid on payroll, or alternatively, up to ten dollars (\$10.00) for lunch with receipts reimbursed through the schedule of bills payable process. When an officer attends an authorized training outside of the City for which he has been approved by the Chief or his designee to spend at least one overnight away from home, that officer is entitled to thirty-five dollars (\$35) per day for meal expenses (without receipts). Because the parties first discussed this in August 2005, this provision shall be fully retroactive to September 1, 2005.

#### **ARTICLE XXI: SPECIAL LEAVES**

21.1 Each employee shall be granted special leave with pay for a day on which he is able to secure another employee to work in his place, provided:

- (a) Such substitution does not impose any additional cost to the City.
- (b) The substitution is approved in writing by the Chief of Police, or next superior officer as determined by the Chief, and signed by both parties.
- (c) Such substitution is within rank only.

(d) The employee who has agreed in writing to the swap is responsible for enforcing any Agreement made between employees.

21.2 (a) Unit members who must be absent from work due to pregnancy, complications of a medical nature associated therewith or recovery from birth shall be accorded the same benefits and are subject to the same requirements as is any unit member who suffers from a temporary non-work related disability.

(b) In no event shall an employee absent from work due to the birth of her child be separated from service or otherwise subject to adverse personnel action provided said employee is absent from work due to the birth of a child no more than twelve (12) weeks in any twelve (12) month period of time as a result of giving birth. This numbered paragraph does not and is not to be construed as addressing the issue of pay status during this twelve (12) week period which is addressed elsewhere herein.

(c) A leave without pay may be granted upon written request by the employee accompanied by a physician's certificate. Such leave request shall be made to the Chief of Police on such forms as may be required. Leave may be granted for any period of time up to six (6) consecutive calendar months. Such leave may be requested to commence before the date of birth, but in no event shall it extend beyond six (6) months from the date of the first day of granted maternity leave. A unit member with a sick leave balance may draw sick leave during maternity leave as granted but only for so long as the employee's physician certifies that the employee is disabled from job duties. An employee with scheduled vacation leave may request of the Chief of Police to have her scheduled vacation conform to such portion of her maternity leave as is not subject to sick leave payment. In no event shall the use of sick leave or vacation leave extend maternity leave beyond the period of time as granted.

## **ARTICLE XXII: WORK SHIFT**

22.1 Except for unusual circumstances (not including assignments), superiors shall be allowed to select a shift on which they desire to work according to seniority in each rank. If the date of appointment to rank is equal, the officer having the lower badge number will have the first choice. The choice of work shifts shall be made on an annual basis on January 1 of each year and once selected by an officer shall not be changed until the next succeeding annual date, without his consent.

22.2 The Chief of Police when exercising judgment in assigning superiors to special details and positions; namely, the detective bureau, the juvenile department, traffic and safety division and crime prevention bureau will consider the following factors in priority in determining his assignments:

- i. Ability to do the job as determined by
  - a. experience and competence (job performance) in the same or related work.
  - b. education and training related to law enforcement.
- ii. Seniority is measured by length of service within the appointing authority. When an assignment is to be made a written notice of such opening will be posted for ten (10) days prior to making the assignment and employees not being assigned will be sent a letter explaining their non appointment.

22.3 (a) The parties agree to the following standard work schedule for the Westfield Police Department:

11:30 P.M. - 8:00 A.M.

7:30 A.M. - 4:00 P.M.

3:30 P.M. - 12:00 A.M.

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 11:15 pm for squad A, 7:15 am for squad B, 3:15 pm 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.

Deviations from the standard work schedule shall be in conformity with present practice within the Police Department.

22.4 The City declares a twenty-eight (28) day work period in conformity with section 7(k) of the FLSA. FLSA compensatory time shall accrue to a limit of six hundred (600) hours. Once a six hundred (600) hour compensatory time balance is attained, the officer no longer can receive compensatory time; the officer must receive pay for all hours above six hundred (600) in lieu of receiving compensatory time. Such hours as may inadvertently exceed six hundred (600) shall be promptly converted to the appropriate cash payment. The parties acknowledge that for severance pay purposes upon retirement officers have received payment of up to but no more than four hundred eighty (480) hours of the compensatory time as they have had as a balance at the time of retirement.

The parties recognize that those hours in excess of four hundred eighty (480) which have accrued to the six hundred (600) hour limit cannot be redeemed for cash payment but must be redeemed in time off or not redeemed at all. Compensatory time for time worked in excess of one hundred seventy-one (171) hours in any twenty-eight (28) day work period shall be awarded at the rate of one and one-half (1½) times said hours worked. No less than one police officer per shift (one officer at any one time during the shift) shall be permitted to be off on compensatory time, unless the department determines that its need require otherwise, but, prior to the denial or cancellation of such police officer's day off on compensatory time, the Department shall exercise its best efforts to secure a replacement by reassigning a police officer on a floating schedule, offering such tour of duty to regular officers as an overtime opportunity, or offering such tour of duty to reserve officers. Requests for compensatory time off shall not be unreasonably denied.

**22.5 POSTING OF OVERTIME AND SICK LEAVE.** The Chief of Police shall maintain a complete record of all overtime and sick leave accumulation and shall make records available upon request to the Union stewards.

#### **ARTICLE XXIII: COURT TIME**

23.1 Any employee who, when he/she is not scheduled to work, is required to appear in Court as a witness for the Commonwealth for any reason or for a show cause hearing or is called to testify in a civil proceeding with regard to information obtained while in the performance of his/her duties as a Westfield Police Officer shall be paid for all time in attendance at Court at time and one-half, but in no event less than four (4) hours at the time and one-half rate (1 ½). Should an employee be called into court on less than twenty-four (24) hours notice that employee shall receive at a minimum the rate of call backs.

23.2 In addition, in criminal cases, travel time shall be paid as follows: Northampton, Springfield, Holyoke, and Chicopee one (1) hour's pay at time and one-half (1 ½).

#### **ARTICLE XXIV: ADJUSTMENT OF GRIEVANCES AND ARBITRATION PROCEDURE**

24.1 A grievance is hereby defined as any controversy, complaint, misunderstanding or dispute arising as to the interpretation, application or observance of any of the provisions of this Agreement. It is hereby mutually agreed that should any difference arising between the City and the Union or any employee and the employer as to the meaning or application of any provision of this Agreement, such difference shall be settled in the following manner.

Step 1: The Union or the individual Superior Officer shall first submit the grievance in writing to the Chief of Police or his designee. The Chief of Police or his designee shall have five (5) days to answer.

Step 2: If the grievance is then not settled, it may be referred in writing to the Police Commission for consideration at their next regularly scheduled meeting. The Commission shall have three (3) days after their meeting to answer the grievance.

NOTE: A grievance involving a discharge may be submitted directly to Step 2 (Police Commission).

Step 3: If the grievance is not settled in Step 2 it shall be submitted within seven (7) days of receipt of the answer at Step 2. A meeting shall be held within fourteen (14) days of receipt of the grievance between the Mayor or his designee and the Union or grievant. Within seven (7) days of the meeting, the Mayor or his/her designee shall answer.

Step 4: If not settled at this point, then the matter may be submitted in writing by either party or both to an arbitrator selected from a list submitted to the parties by the Massachusetts Board of Conciliation and Arbitration. Both parties agree that the subject matter shall be settled by said Arbitrator. The decision of the Arbitrator shall be final and binding and may be retroactive to the original date of the grievance. The Arbitrator shall not rule or render any decision which conflicts with the provisions of this agreement. If the matter does not proceed to arbitration within thirty (30) days, it shall be considered settled and untimely to proceed to arbitration.

24.2 Upon request for arbitration as provided for in this Agreement, the Union and the City shall, as soon as possible after such request, prepare a submission to be incorporated in the application for arbitration as required by the Board to be signed by the Union and the City setting forth the issue(s) in dispute.

24.3 If the submission for arbitration setting forth the issue(s) which is in dispute cannot be agreed upon between the City and the Union, each party shall submit to the Board a statement of the issue(s) to be decided upon, provided however, that such issue(s) in question is a proper subject for arbitration under the terms of this agreement.

24.4 The fee, if any, for the Arbitrator shall be shared equally by the City and the Union.

24.5 If a grievance is not filed as provided above within thirty (30) days after the employee knew or should have had knowledge of the act, condition or occurrence on which the grievance is based, the grievance shall be considered waived. An employee may, if he/she chooses, take a grievance up with the Civil

Service Commission but he/she must elect his/her remedy and may not take the matter up with both the Civil Service Commission and through the arbitration procedure.

#### **ARTICLE XXV: INCORPORATION OF ORDINANCES AND STATUTES**

25.1 All ordinances of the City of Westfield applicable to the Police Department and all laws of the Commonwealth of Massachusetts which are binding upon the City of Westfield or which hereafter may be accepted by the City of Westfield are applicable to the Police Department and shall be considered incorporated by reference into this Agreement and made a part hereof the same as if fully set forth herein.

25.2 It is expressly provided that the parties recognize that the manpower of the department is within the prerogative of the employer and therefore in accordance with the provisions of Massachusetts General Laws Chapter 150E, Section 7, all ordinances of the City which are in conflict with the terms of this Agreement are to be interpreted in accordance with the provisions of that section of the collective bargaining laws.

25.3 Chapter 150E of the General Laws of the Commonwealth of Massachusetts is hereby incorporated by reference into this Agreement and made a part hereof the same as if fully set forth herein.

#### **ARTICLE XXVI: UNION MEMBERSHIP**

26.1 The City and Union agree that there shall be no reprisals or discrimination of any kind or nature taken against a member of the Union.

26.2 Except for the right to strike which is prohibited, all other Union activities are protected. Nothing herein shall prohibit the right of any duly authorized representative or member of the Union to communicate with citizens or discuss issues which affect the welfare of its members.

26.3 No employee shall be removed, dismissed, discharged, suspended or rebuked except for just cause.

#### **ARTICLE XXVII: CIVIL SERVICE RULES**

27.1 Nothing in this Agreement shall be considered to be in conflict with Civil Service Rules and Regulations and if the conflict should occur, this Agreement and the Civil Service Rules and Regulations shall be construed wherever

possible as consistent with each other, but in the event of complete conflict, the Civil Service Rules and Regulations shall take precedence.

#### **ARTICLE XXVIII: SENIORITY**

28.1 The parties to this Agreement recognize that the principal factors in job assignment are the efficiency and integrity of the Police Department. The City, however, in making non-promotional assignments with the uniform squads will give due consideration to an employee's seniority when making such assignments and shall assign the senior person among those qualified.

28.2 So far as not in conflict with the General Laws, it shall be the practice, for the purpose of establishing seniority, to list in the appointment book a regular full-time member of the department in the order in which the member scored his exam grade by officers entering on the same day.

28.3 Seniority shall be defined in accordance with the provision of Massachusetts General Law Chapter 31, Section 33, as amended, and shall be applicable except as modified herein below in Section 4.

28.4 The parties agree that continuous service in the Police Department shall determine the right(s) of employees to bid on contractual benefits, i.e., shift assignment, choice of vacation(s) badge numbers and rosters. Continuous service for these purposes shall not be interrupted by vacation, sick leave, personal time, bereavement time, and Family Medical Leave time. Continuous time shall be deemed to be broken for any absence from active duty (off payroll) for more than one hundred eighty (180) days.

28.5 Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff, suspension of less than thirty (30) days, or any call to military service for the duration.

28.6 The Chief of Police shall establish the tours of duty for the Superior Officers of the Westfield Police Department. The hours of said tours shall be consecutive.

28.7 For the purpose of shift assignments, the City agrees that all uniformed Superior Officers will be allowed to select their tours of duty (hours of work) by seniority. Once the Superior Officer is assigned to a tour of duty, the Chief may assign the Officer to any bureau or job assignment.

28.8 It is agreed that in the event a vacancy shall occur on any uniformed shift, each Superior Officer may select said open tour of duty (hours of work) in accordance with the provisions of this Article.

## ARTICLE XXIX: WAGES

29.1 The parties agree to bi-weekly payroll, mandatory direct deposit, and mandatory electronic paystubs.

29.1 (b) All Superior Officers are required to take a three (3) day furlough without pay. The pay shall be taken from the first three (3) holidays of the fiscal year (Independence Day, Labor Day and Columbus Day). Non-working employees will not be paid additional hours for the holidays, while employees working the holidays will only receive four (4) hours of holiday pay or time-owed.

Note: Furlough defined – for police purposes (public safety) actual time off cannot be allowed. The furlough (loss of pay) will be tied in to Holiday compensation. Retirement advises that for retirement purposes your earnings will be based on your income before the furlough deduction (based on the last three years). G.L. c. 32, section f(1)(c), when a member takes an unpaid leave or furlough, the retirement board has the option of granting up to one (1) month of creditable service to that member.

29.2 Employees shall attend roll call preceding each shift they work which shall commence fifteen (15) minutes preceding a shift commencing. It is understood by the parties that, at the conclusion of each shift, i.e. 4:00 P.M., 12:00 midnight, 8:00 A.M., each employee will remain on duty until relieved by the on-coming shift. Employees going off duty will not go to the locker room until within five (5) minutes of the hour of relief.

29.3 A bureau head is that single superior officer who is assigned to manage and command one of the bureaus that the City, in the exercise of the prerogatives of municipal management discretion, chooses to operate within the Police Department. A superior officer, assigned and serving as bureau head, is responsible for the proper operation of his/her bureau 24 hours a day and therefore must be available for telephone consultation. The ability of the Police Chief to exercise his/her authority to make assignments or change assignments is in no way impaired or reduced by this paragraph.

29.4 Shift Differential. (a) Employees assigned to squad C working a 4:00 pm – 12:00 am shift shall receive a sixty-five cent (\$.65) per hour shift differential. Employees assigned to squad A working a 12:00 am – 8:00 am shift shall receive a seventy-eight (\$.78) per hour shift differential. This payment applies only to bargaining unit members permanently assigned to a shift and does not apply to overtime rates (nor to Quinn bill), but does apply to each payroll irrespective of absence from duty, provided it is due to authorized paid leave. Shift differentials do not apply to officers assigned to a shift on a temporary basis.

(b) Officers permanently assigned to Traffic, Detective and Community Police Bureaus shall receive a ninety-one (\$.91) per hour differential. This

payment applies only to bargaining unit members permanently assigned to the bureau and does not apply to overtime rates (nor to Quinn Bill), but does apply to each payroll irrespective of absence from duty, provided it is due to authorized paid leave. Shift differentials do not apply to officers assigned to a bureau on a temporary basis.

(c) Employees assigned to a split shift: 12:00 am to 8:00 am and 4:00 pm to 12:00 am shall received a fifty-five cent (\$.55) per hour shift differential. Employees assigned to a split shift: 4:00 pm to 12:00 am and 8:00 am to 4:00 pm will receive a thirty cent (\$.30) per hour shift differential. This payment applies only to bargaining unit members permanently assigned to a shift and does not apply to overtime rates, but does apply to each payroll irrespective of absence from duty, provided it is due to authorized paid leave. Shift differentials do not apply to officers assigned to a shift on a temporary basis.

29.5 Following the adoption, implementation and funding of the sue of Narcan (including any variation of Naloxone) policies and procedures, the parties mutually agree that the City of Westfield shall pay officers an annual stipend of five hundred dollars (\$500) subject to appropriation and payable in December to all superior officers appropriately trained on the proper care, handling, and dispensing of Narcan and who in accordance with stated policies and procedures carry/have access to Narcan in accordance with their required duties and responsibilities.

## **ARTICLE XXX: SUBSTANCE ABUSE PREVENTION PROGRAM**

### **30.1 DRUG AND ALCOHOL FREE WORKPLACE.**

The parties recognize substance abuse as a potential health, safety and security problem.

- (a) The parties shall strive to make all City workplaces free of illegal drug use and free of alcohol use so as to provide a healthy, safe and secure work environment for all employees.
- (b) No employee shall report to work under the influence of alcohol or illegal drugs, nor shall any employee manufacture, distribute, possess or use an illegal drug or an alcoholic beverage while on duty. However, an officer so authorized by the Chief of Police as part of an authorized law enforcement activity may possess and use an alcoholic beverage while on duty.
- (c) Employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must abide by this policy as a condition of employment and, in addition, must report to the City Personnel Director any convictions under any criminal drug law within five (5) days after the conviction. As required by the Drug-Free Workplace Act of 1988, the

City must thereafter transmit this information to the contracting agency within ten (10) days.

30.2 The parties agree in the establishment and maintenance of a program in the prevention and control of substance abuse, which shall include controlled substances. The elements of said program shall include the testing by urinalysis of the bargaining unit on an annual basis. In the event of a positive urinalysis test, no employee so tested shall be subject to discipline in the first instance. Any such employee shall be referred to a rehabilitative program which shall be directed and monitored by the City. Should said employee leave such a program without authorization of the City, or fail to complete such a program, appropriate disciplinary measures may be instituted by the City. Other elements of the program in the prevention and control of substance abuse will include, but not be limited to, a program of education regarding the hazards of substance abuse and a program of voluntary or mandated counseling. Prior to the establishment of the overall program in the prevention and control of substance abuse, the parties will negotiate in good faith regarding the structure of the program. The program shall be instituted no later than June 30, 1988.

#### **ARTICLE XXXI: SEPARABILITY**

31.1 In the event that any provision of this Agreement may be declared invalid or illegal by operation of law, all other provisions of this Agreement shall continue in full force and effect until termination of this Agreement in accordance with the terms thereof.

#### **ARTICLE XXXII: NO STRIKE**

32.1 During the term of this Agreement, the parties hereto agree there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, or slowdowns. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons, employers or associations who are not signatory parties to this agreement. Employees who are in violation of this provision shall be subject to disciplinary action, including suspension and discharge.

#### **ARTICLE XXXIII: MISCELLANEOUS**

33.1 Bulletin Board - Announcements shall be posted on official bulletin board. Parties to this Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post abusive, false or obscene material on the bulletin board. All material except for routine notices of meetings, social affairs and other official Union business, shall be approved in advance by

the Chief of Police. The Police Chief shall not unreasonably withhold his approval.

33.2 The City and Chief agree to post overtime accumulation on a monthly basis no later than the 10th of each month.

33.3 (a) In-House Training Time: Superior Officers may be required to attend up to forty (40) hours per year of in-house training time outside of their regular shift. Practice on the firearms range shall not be counted as in house training. Training shall be compensated at the employee's regular straight time rate. Training shall not exceed two (2) hours after the end of each shift normally and whenever possible seven (7) days' notice of such training shall be given.

33.3 (b) Out-of-House Training Time: In the event that training is required which does not come under 33.3 (a), and which requires attendance at a school or training academy, by whatever name known, the officer shall be compensated for time spent outside of his/her regular schedule as follows: 1) Compensatory time (time-coming) at time and one-half (1½); or 2) the following weekend off, or 3) pay at straight time rate. Any Superior Officer so affected must notify the Police Chief in writing two (2) weeks prior to the start of said training program of his/her selection of one of the options listed above.

33.3 (c) Effective July 1, 2022 mandatory training will be rolled in to base pay. This covers the twenty-four (24) hours of training currently mandated (eight [8] hours of firearms training, eight [8] hours of defensive tactics training, and eight [8] hours for CPR recertification). This training will be completed outside of the supervisor's regular working hours. The Union agrees to forfeit additional compensation for ACADIS training, and the City agrees that ACADIS online training can be completed during the supervisor's regular working hours. The parties agree to a re-opener to bargain over the impact should ACADIS online training cease for any reason and be replaced by in-service training.

33.4 Field Training Officer (FTO): Supervisors serving as Field Training Officer (FTO) shall receive two (2) hours of compensation time for each full eight (8) hour shift that they train a new officer.

33.5 Superior Officers may have the City upon request, reimburse them the cost of a license to carry firearms.

33.6 Incorporate by reference all Memoranda of Agreement executed between the parties, which shall include a Memorandum of Agreement regarding a Wellness and Fitness Program.

33.7 Accreditation. The parties agree that accreditation of the Police Department through the Massachusetts Police Accreditation program is a desirable goal. In the event that the City undertakes to apply for such accreditation, the parties

shall meet upon request of the City for the purpose of reaching agreement as to such mandatory subjects of bargaining as are required to be negotiated between the parties as a matter of law.

33.8 The City will make available at the City's expense to unit members the opportunity to obtain preventative inoculations for Rabies, Hepatitis, Meningitis, Flu, Measles and Chicken Pox. Unit members who may have been exposed to HIV in the line of duty who request HIV testing shall receive HIV testing at employer's expense if the unit member's physician believes such testing is medically appropriate.

33.9 Identification cards will be provided by the Department for retired police officers.

33.10 The contract will be of three year duration, running from July 1, 2007 through June 30, 2010. Should either party wish to inaugurate collective bargaining over any successor agreement, it is agreed that notice shall be delivered to the authorized parties' signatory to the Agreement prior to the sixty (60) days before termination date of this Agreement. Until a new agreement is signed, this Agreement shall remain in full force and effect in all its terms.

33.11 The union shall designate representatives to serve on an Other Post Employment Benefits (OPEB) working group. The OPEB group shall be composed of representative members of each municipal union and supervisory personnel. The group is tasked with understanding, analyzing and strategizing ways to decrease the existing unfunded OPEB liabilities facing the City of Westfield. As currently constituted, the group members shall not have the authority to bind the union members they represent regarding changes in working conditions necessary to resolve the liabilities; however, nothing shall prohibit the union and employer from mutually agreeing to re-open the contract to negotiate acceptable changes which have been generated by the group.

33.12 If a unit member is ordered to undergo an independent medical exam (hereinafter referred to as an "IME") or a "fitness for duty" (hereinafter referred to as the FFD") by the employer, the parties agree that the exam(s) will be conducted by a duly licensed medical professional with a proficiency in the area relevant to the examination. The City shall bear the burden of any cost(s) associated with any exam or tests.

The selection of the examiner shall be made by the City using the criteria provided by the City's consultant.

Only information relevant or germane to the perceived need for the exam shall be shared with the examiner. The unit member/employee shall be required to bring any pertinent information.

Testing protocols are to be determined only by the medical professional performing the exam.

The results shall only be shared with those City employees who are necessary for the purpose of the examination (i.e., unit member's direct supervisor and Department Head, Personnel Department, Retirement Department, etc.). Those employees shall keep the results of the exam strictly confidential.

#### **ARTICLE XXXIV: EVALUATIONS**

34.1 In the event that the City desires to implement a performance evaluation system within the police department for employees covered by this Agreement then it shall undertake the procedure set forth below.

34.2 The City will contract with an outside agency or firm with experience in the design of public safety employee performance evaluations to develop a performance evaluation system designed for implementation by the police department.

34.3 The City shall form an advisory committee to consult with the outside agency or firm selected so as to assure that the proposed system is designed to meet the specific requirements of the City of Westfield Police Department. The advisory committee shall consist of the Police Chief, one Police Commissioner, the City Personnel Director, an employee who is a member of Local 574 and an employee who is a member of Local S574.

34.4 Once established, the City may thereafter make use of the employee evaluation system for all purposes for which such systems are generally established. In the event that one of those uses shall be for promotional purposes, it shall be so used as allowed within the parameters of Massachusetts civil service laws as those laws apply to police officer promotional opportunities.

#### **ARTICLE XXXV: SCOPE**

The parties acknowledge that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and each unqualifiedly waives the right to re-open negotiation on any matter or subject covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or

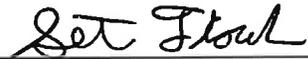
covered by this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This shall not preclude the parties, however, from mutually agreeing to amend this Agreement at any time. No addition to, alteration, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Mayor and the Union. Any prior agreements covering any employee(s) covered by this Agreement shall be terminated and of no effect, upon the effective date of this Agreement and shall be superseded by this Agreement.

THE CITY OF WESTFIELD

By:   
Michael A. McCabe, Mayor

INTERNATIONAL  
BROTHERHOOD OF POLICE  
OFFICERS LOCAL S574

By:   
Seth Florek, President

DATE: 2-4-25

DATE: 2-3-2026

**Appendix A – Wage Schedule**

**POLICE SUPERIORS WAGE SCHEDULE**

<b>FY23</b>				
<i>Change was made by 2% plus 1.5% training</i>				
<i>26.1 pays</i>				
	<b>Munis Step</b>	<b>Sergeant</b>	<b>Lieutenant</b>	
Step 1	1	\$ 38.35	\$ 44.88	
Step 2	2	\$ 39.47	\$ 46.22	
Step 3	3	\$ 40.51	\$ 47.51	
Step 4	4	\$ 41.73	\$ 48.93	
Step 5	6	\$ 42.33	\$ 49.45	<i>5 years</i>
Step 6	11	\$ 42.43	\$ 49.59	<i>10 years</i>
Step 7	16	\$ 42.56	\$ 49.80	<i>15 years</i>
Step 8	21	\$ 42.98	\$ 50.28	<i>20 years</i>
Step 9	26	\$ 43.84	\$ 51.27	<i>25 years</i>
Step 10	29	\$ 45.31	\$ 52.70	<i>28 years</i>

<b>FY24</b>				
<i>Change was made by 2% plus 1.5% training</i>				
<i>26 pays</i>				
	<b>Munis Step</b>	<b>Sergeant</b>	<b>Lieutenant</b>	
Step 1	1	\$ 39.71	\$ 46.47	
Step 2	2	\$ 40.86	\$ 47.85	
Step 3	3	\$ 41.94	\$ 49.19	
Step 4	4	\$ 43.20	\$ 50.66	
Step 5	6	\$ 43.83	\$ 51.20	<i>5 years</i>
Step 6	11	\$ 43.93	\$ 51.34	<i>10 years</i>
Step 7	16	\$ 44.06	\$ 51.56	<i>15 years</i>
Step 8	21	\$ 44.50	\$ 52.06	<i>20 years</i>
Step 9	26	\$ 45.39	\$ 53.08	<i>25 years</i>
Step 10	29	\$ 46.91	\$ 54.56	<i>28 years</i>

<b>FY25</b>				
<i>Change was made by 2% plus 1.5% training</i>				
<i>26.1 pays</i>				
	<b>Munis Step</b>	<b>Sergeant</b>	<b>Lieutenant</b>	
<b>Step 1</b>	<b>1</b>	<b>\$ 41.11</b>	<b>\$ 48.11</b>	
Step 2	2	\$ 42.31	\$ 49.54	
<b>Step 3</b>	<b>3</b>	<b>\$ 43.42</b>	<b>\$ 50.92</b>	
Step 4	4	\$ 44.72	\$ 52.45	
<b>Step 5</b>	<b>6</b>	<b>\$ 45.38</b>	<b>\$ 53.00</b>	<i>5 years</i>
Step 6	11	\$ 45.48	\$ 53.16	<i>10 years</i>
<b>Step 7</b>	<b>16</b>	<b>\$ 45.61</b>	<b>\$ 53.38</b>	<i>15 years</i>
Step 8	21	\$ 46.07	\$ 53.90	<i>20 years</i>
<b>Step 9</b>	<b>26</b>	<b>\$ 46.99</b>	<b>\$ 54.95</b>	<i>25 years</i>
Step 10	29	\$ 48.57	\$ 56.48	<i>28 years</i>

## Appendix B – Health Insurance

**MEMORANDUM OF AGREEMENT (AGREEMENT)  
BETWEEN  
THE CITY OF WESTFIELD  
AND  
THE M.G.L. c. 32B s. 21-23 CITY OF WESTFIELD PUBLIC EMPLOYEE COMMITTEE**

**Effective July 1, 2012 through June 30, 2013**

**WHEREAS**, The City of Westfield, including the Westfield Public Schools (City) currently provides health insurance benefits to its subscribers pursuant to M.G.L. 32B; and

**WHEREAS**, the City has sought to implement changes in health insurance benefits it provides to its subscribers; and

**WHEREAS**, the Westfield City Council on October 20, 2011 adopted the provisions of M.G.L. c. 32B s. 21 through 23, as amended by Chapter 69 of the Acts of 2011, for the purpose of implementing changes in health insurance benefits it provides to its subscribers; and

**WHEREAS**, The City developed an City of Westfield Implementation Notice as required by 801 CMR 52.03(Implementation Notice) and met with the City of Westfield Insurance Advisory Committee on January 31, 2012; and

**WHEREAS**, a Public Employee Committee (PEC) was established pursuant to 801 CMR 52.02 (2) and the Implementation Notice was forwarded to the PEC with the thirty (30) day negotiation period commencing February 13, 2012; and

**WHEREAS**, on February 28, 2012, the PEC, by unanimous vote, approved the plan design changes, savings estimates due to the proposed plan design changes, and mitigation plan as more fully described and incorporated into this Agreement in the attached amended Implementation Notice with Exhibits A and B, respectively.

**NOW THEREFORE**, We, City and the PEC agree as follows:

**PURPOSE of Agreement:**

1. The purpose of this Agreement is to implement changes in health insurance plan designs to existing health plan offerings provided by the City on July 1, 2012 and mitigate additional costs to all subscribers and subscribers identified as members of protected classes as, low wage earners, retirees and subscribers with high out of pocket medical expenses as more fully described in the attached amended Implementation Notice with attached Exhibits which are incorporated by reference as part of this Agreement.

**Effective Date and Duration:**

2. The Agreement shall take effect upon the City and the PEC executing the Agreement and shall remain in effect through June 30, 2013.

**Effect of Agreement:**

3. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any City policies or collective bargaining agreements between the City/School Department and any unions representing City/School employees and any policies relating to retiree health insurance obligations by the City. The agreed to co pays, deductibles and other plan design features will take effect on July 1, 2012 and will continue in effect until changed by the parties pursuant to M.G.L. c. 32B s. 21-23.

**Savings Clause:**

4. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

**Scope and Modification:**

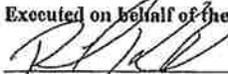
5. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

**Authorization to Sign Agreement:**

6. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

Dated: 3/7/12

Executed on behalf of the City of Westfield:

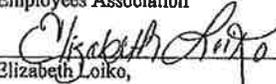
  
\_\_\_\_\_  
Daniel Knapik, Mayor

Public Employee Committee:

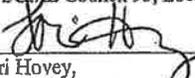
  
\_\_\_\_\_  
Michael Reuss,  
Westfield Public School Custodian Association

  
\_\_\_\_\_  
Mark Cressotti,  
Westfield Professional Municipal  
Employees Association

  
\_\_\_\_\_  
Laura Surprise,

  
\_\_\_\_\_  
Elizabeth Loiko,

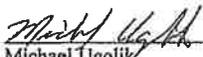
AFSCME Council 93, Local 346

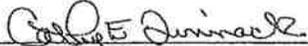
  
Lori Hovey,  
Westfield Education Association

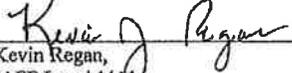
  
Patricia Maher,  
Westfield Lunch Association

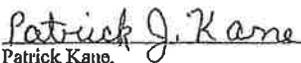
  
Geana Delisle,  
Westfield Cafeteria Mangers Association

  
Brian Freeman,  
Westfield Patrol Officers Coalition (Patrolmen)

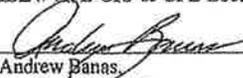
  
Michael Ugolik,  
IBPO, Local 574S (Supervisors)

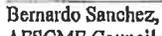
  
Cathy Zinnack,  
Westfield Emergency Telecommunications  
Dispatchers

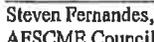
  
Kevin Regan,  
IAFF Local 1110

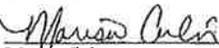
  
Patrick Kane,  
Westfield Fire Department Supervisors  
Association

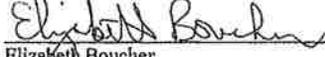
IBEW AFL-CIO & CFL Local 455

  
Andrew Banas,  
Westfield Gas & Electric Management Guild

  
Bernardo Sanchez,  
AFSCME Council 93, Local 1676  
(Laborers)

  
Steven Fernandes,  
AFSCME Council 93, Local 1676  
(Foreman)

  
Marisa Colon,  
AFSCME Council 93, Local 1676

  
Elizabeth Boucher,  
Retiree Representative