

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WESTFIELD, MASSACHUSETTS

AND



WESTFIELD PATROL OFFICERS COALITION

July 1, 2022 – June 30, 2025

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ARTICLE XXXIV

SEPARABILITY

Should any provision of this agreement be held to be unenforceable, the remaining provisions shall remain in full force and effect. The intent of the parties is to be bound by the terms of this agreement, and the enforceability of any provision shall not be affected by the unenforceability of any other provision.

ARTICLE XXXV

SCOPE

This agreement shall apply to all full-time employees of the City of [City Name] who are employed in the position of [Job Title] and who are not represented by any other collective bargaining agreement. The agreement shall not apply to seasonal employees, temporary employees, or employees who are employed in a confidential or supervisory capacity.

AGREEMENT BETWEEN
CITY OF WESTFIELD, MASSACHUSETTS
AND
WESTFIELD PATROL OFFICERS
July 1, 2022-June 30, 2025

This agreement entered into by and between the CITY OF WESTFIELD, MASSACHUSETTS, hereinafter referred to as the Employer, and WESTFIELD PATROL OFFICERS COALITION, 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 1: RECOGNITION

1.1 Pursuant to the Certification of Representation by the Massachusetts Division of Labor Relations dated December 28, 2011, the employer hereby recognizes the union as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all police officers in the City of Westfield Police Department but excluding reserve police officers, student officers, sergeants, lieutenants and captains, and the Chief of Police.

1.2 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 members (police officers) of the WESTFIELD PATROL OFFICERS COALITION, excluding reserve police officers, student officers, cadets, recruits, sergeants, lieutenants and captains, and the Chief of Police.

ARTICLE II: MANAGEMENT RIGHTS

2.1 The City is a public body established under and with the powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this agreement shall be construed to derogate from or impair any power, right or duty conferred upon the City by law of the Commonwealth. Except where such rights, powers and authority are specifically relinquished, abridged or limited by this agreement, the City has and will continue to retain, whether exercised or not, all of the rights, powers and authority hereby reserved to it. Except when it can be shown that conduct or action by the City is in violation of this agreement, no action or failure to act shall be the subject of a grievance or arbitration

proceeding hereunder.

ARTICLE III: UNION SECURITY AND CHECK-OFF

3.1 The employer 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 employer shall, after making deductions, transmit the amount so deducted to the union to its president or designee. When forwarding these deductions, the employer will include a list identifying each employee by name, social security number, and the amount so deducted.

3.2 The employer may conclusively rely upon a written statement signed either 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.

3.3 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.

3.4 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 UNION DUES 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 union dues of the WESTFIELD PATROL OFFICERS COALITION and to transmit this amount to the WESTFIELD PATROL OFFICERS COALITION.

I understand that 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

(Employee's Signature)

(Employee's Address)

ARTICLE IV: NONDISCRIMINATION

4.1 The employer 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.

4.2 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 employer under such stated commitment in the area of employment. The parties further recognize their obligations regarding mandatory subjects of bargaining under the law (M.G.L. ch. 150E).

ARTICLE V: MAINTENANCE OF STANDARDS

5.1 All existing conditions, rules, regulations, policies and customs governing the terms and conditions of employment of the employees covered by this agreement that are not changed or specifically eliminated by this agreement shall remain in full force and effect.

5.2 The parties agree as follows, any other provision of this agreement or prior custom to the contrary notwithstanding:

- A) The awarding of compensatory time (time-coming) in lieu of payment for temporary service out of rank will not be allowed.
- B) The awarding of compensatory time for any situation arising out of roll call will not be allowed.

ARTICLE VI: OVERTIME AND OUTSIDE WORK DISTRIBUTION

6.1 Detail work will be for a minimum of four (4) hours. If an officer is required to work beyond four (4) hours he/she will be paid in increments of one (1) hour minimums thereafter.

An officer who works more than four (4) hours on an outside detail shall be paid for six (6) hours. An officer who works more than six (6) hours on an outside detail shall be paid for eight (8) hours. This rounding shall not apply to split shift details and will only apply to non-City jobs. Westfield Gas & Electric shall be considered "non-City" for purposes of this provision.

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 established standard rate of pay per hour will be time and one half the rate of a step 9 officer rolled to the nearest 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) Outside details worked after midnight until 0800 hours will be paid at the rate of time and one half the established standard rate per hour for those hours, the only exception will be details that start at 0600 hours, those details will be paid at the established standard rate per hour. 2) If the detail goes over eight (8) hours, those hours will be paid at time and one half the established standard rate per hour. 3) Details on Sundays and holidays will be paid at time and one half the established standard rate per hour. In the case of extra details located outside the City of Westfield, officers will be paid the prevailing rate afforded officers from that locality or their own rate whichever is greater.

Patrol officers who are forced to work overtime for any amount of hours (holdover for standard shift, not an emergency situation) will be compensated at the rate of double-time per hour or the equivalent time coming. The parties also agree that when an officer is held over from a tour of duty, the junior officer on the shift will be held over, regardless of that officer being assigned in a bureau or special assignment, unless departmental circumstances prevent that from occurring. However, a junior officer may not be held over on two (2) consecutive regular shifts. In the event that the junior officer would be held over on two (2) consecutive shifts, the next junior officer shall be held in the junior officer's stead.

Requests for 2nd time coming shall be made within 8 hours of the start of the employee's next working shift.

Employees who are on vacation may sign up on the "day off" side of the intent to work outside detail book for those days which are their regularly scheduled days off.

An officer offered an outside detail of eight (8) hours or more may split said detail with another officer. Both officers will be credited with having worked an outside detail on the indicators list. If the detail is shorter than eight (8) hours the second officer working the detail will only be paid for time worked. The four (4) hour minimum will not apply for the second officer.

With the intent to limit the use of forced overtime shifts, the City agrees to use its best

efforts to post any anticipated vacancies at least two (2) weeks in advance of the vacancy. The posting will be used for the purpose of allowing regular patrol officers to sign up for voluntary overtime. The posting will remain up until one (1) week prior to the vacancy. If vacancies remain after the posting has been taken down, the Chief or his designee shall follow Article VI, 6.19, for the proper call back procedures on staffing the vacancy. For purposes of filling in-house, departmental overtime, the only eligible employees to work are regular officers and reserve officers.

No officer shall work an outside detail within twenty-four (24) hours from the beginning of the shift for which he/she used a full day of sick leave unless the need for sick leave is verified by medical documentation. Sick leave taken for the care of a family / household member will be excluded from this provision.

6.2 The Westfield Police Department is committed in its efforts to make sure all overtime and off duty jobs are distributed fairly. It is also committed in its efforts to comply with the agreement made by the two Unions and the City of Westfield.

The following procedures shall be followed to accomplish this effort. It shall be the responsibility of the shift commander to make sure that these procedures are followed when overtime and off duty jobs are being filled on his/her shift.

6.3 When assigning overtime or off duty jobs to the officers, the shift commander or his/her designee (sergeant or officer) shall distribute jobs in accordance with the officer's standing on the captain's indicator of priority list and the master sheet of intent. The captain's indicator of priority will consist of all overtime or compensatory earnings (refusals) over and above weekly pay (40 hours), excluding court time and forced overtime. All jobs shall be distributed in accordance with the officer's standing in the captain's indicator of 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 earning. 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.

6.4 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.

6.5 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 pm 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.

6.6 An officer who is not on a day off but would like overtime or off duty detail must sign on the day on intent sheet. At 00:00 hours, 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.

6.7 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.

6.8 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.

6.9 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.

6.10 The shift commander or his/her designee (sergeant or officer) will make reasonable efforts to contact the officers, by e-mail or telephone, between the hours of 4:00 pm and 6:00 pm. 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 his/her name appears on the departmental sick list.

6.11 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. Officers who are absent for more than one (1) month due to IOD status, military leave or sick leave verified by a doctor's note shall not be penalized on the captain's Indicator list.

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

6.13 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 4:00pm and 4:30 pm, just as a reminder to the commanding officer.

6.14 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.

6.15 If an officer is called for a job between the hours of 4:30 pm and 6:30 pm 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.

6.16 If an officer signs up to work 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 later court call. A late court call is defined as being notified to appear in court after the job assignments have been made.

6.17 If an officer who is on a day off refuses a job or is not home after 6:30 pm, 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 officer) shall make every reasonable effort to contact that officer before going to the officers not on a "DAY OFF" status (only one call back).

6.18 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 four hours

CLASS C – All jobs four hours 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 unless they are paid at a higher rate)

6.19 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 officer) 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) Retirees
- 3) Reserve police officers
- 4) Special police officers retired from another department
- 5) Auxiliary officers/specials
- 6) Specials

6.20 Prior to completion of the recruit academy, full-time officers will be placed on the inactive duty roster. Upon completion of the recruit academy, an officer will remain on the inactive duty roster for the remainder of the month that he/she graduated and the next two calendar months.

6.21 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.

6.22 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.

6.23 No employee shall be allowed to work more than seventeen (17) hours consecutively without a break of four (4) hours, unless there is an emergency situation.

6.24 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.

6.25 The standard work schedule shall consist of four (4) consecutive days consisting of eight (8) continuous hours of duty per day (40 hours weekly), followed by two (2) consecutive days off. 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 whom shall work five (5) consecutive days on Monday through Friday of each week, and shall receive two (2) consecutive days off weekly:

- 1) Members of the detective bureau;
- 2) Members of the traffic bureau;
- 3) Court officer;
- 4) Some members of community policing; and
- 5) School resource officers.

Such officers so assigned shall be entitled to and shall receive, in addition to the two (2) consecutive days off weekly 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 weeks, or in accordance with a schedule that shall be determined by the Chief of Police and the bargaining unit.

6.26 In the event that two or more full time officers are called for a job, and one or more of those officers is 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.

6.27 If two officers are at a job site and the job gets split into two different locations, the senior officer will have his/her choice of the locations.

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

ARTICLE VII: EDUCATIONAL BENEFIT PACKAGE (QUINN BILL)

7.1 All Police officers hired to full-time status before July 1, 2009 are eligible for full

educational benefits: Associates degree 10%; Bachelor's degree 20% and a Master's degree 25%. Approved degrees are in the field of criminal justice. All police officers hired to full-time status after July 1, 2009 will be entitled to 15% for a Bachelor's degree in FY22, 17.5% in FY23 and 20% in FY24. Approved degrees are in the field of criminal justice.

Parties agree to work constructively to create a degree inclusion plan in line with that of the Westfield Fire Department.

The City agrees to maintain permanently the educational benefits for all current employees. Employees must notify the City of any changes in their education level no later than December 31st for the upcoming fiscal year so that the budget can be prepared to reflect the change, otherwise, the employee must wait until the following fiscal year to begin collecting the benefit.

7.2 Additional Qualifying Degrees: The list of job-related degrees which qualify for the educational benefit program may be expanded by vote of the Police Commission. The Bargaining Unit shall submit no later than December 31st for the upcoming fiscal year, a list of higher education degrees other than criminal justice to be to be considered as a qualifying degree. As part of the request, the Bargaining Unit shall submit an official transcript or other documentation verifying the nature of the degree obtained, the accredited institution from which such degree was awarded, a list of courses taken to obtain such degree and a written request as to the reason why this particular degree should be included into the educational benefit program. Said request shall be submitted to a committee composed of the Mayor or his/her designee, the Personnel Director and one member of the union, who shall make a recommendation to the Police Commission. After recommendation is issued, the matter will be submitted to the Police Commission for final consideration at the next scheduled Police Commission meeting. All submissions should be directed initially to the City of Westfield Personnel Director. Should the Police Commission grant the request, the degree shall be added to 7.1 above. It is understood by the parties that as December 31st has passed by the signing of this agreement, bargaining unit shall have until May 1st to submit the required documentation as outlined above for inclusion into the program for FY24. There will be no retroactive inclusion or payments.

ARTICLE VIII: VACANCIES

8.1 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.

ARTICLE IX: MILITARY LEAVE

9.1 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 amended), shall be granted all rights and privileges provided by law.

ARTICLE X: SHORT-TERM MILITARY DUTY PAY

10.1 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/her 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 XI: VACATIONS

11.1 A vacation of two (2) weeks with pay shall be given to permanent police officers who have been continuously employed by the employer for one year.

11.2 A vacation of three (3) weeks with pay shall be given to permanent police officers who have been continuously employed by the Employer for five (5) years.

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

11.4 A vacation of five (5) weeks with pay shall be given to permanent police officers who have been continuously employed by the Employer for twenty (20) years.

11.5 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.

11.6 A permanent police officer who has been employed less than one continuous year by the employer shall be given one day of vacation for each two continuous months of service for the first year of service.

11.7 The period for taking vacations shall run from the first of each year to the first of the succeeding year. Vacation selection shall commence not later than December 1 of the preceding year.

11.8 The time for taking vacation periods shall be determined for all ranks on the basis of seniority within the ranks. A permanent police officer who has "carry over" vacation may not select such carryover vacation leave time until all officers have been afforded the opportunity to pick their vacation leave time.

11.9 Each police officer shall be allowed to take his/her annual vacation period all at once or in divided segments of one week. No more than one officer per shift per day shall be allowed to take a one-day vacation. One day vacations can be picked at the same time as vacations or all or part of the number of one day vacations can be used similar to TC and can be picked during the year. One per shift, first come first served. No carryovers allowed. Effective July 1, 2015, the parties agree to increase the number of one (1) day vacations to be utilized by converting one of their existing weeks of vacations to five (5) one (1) day vacations. (Currently limited to two days for each week of vacation).

11.10 Five permanent uniform police officers shall be allowed to take vacation at the same time. Vacations may be filled by floaters. Employees, at the first of the year, may request assignment as floaters and five employees will be assigned from that list and the most senior employees will be the designated floaters for the remainder of the year. Floaters will be notified no less than 48 hours in advance of their shift change. In addition to permanent police officers, reserves may be assigned to fill vacations. The Chief may fill such vacations from either permanent police officers or reserves, but the total floaters using a combination of both shall not exceed five. The use of reserves pursuant to this provision shall only be during the vacant shift, as opposed to the use of a reserve for a surrounding shift which has not been left vacant by a vacation or compensatory time (See MOA dated February 20, 2013).

11.11 The assignment of floaters by the Chief or his designee will be according to need

irrespective of seniority.

11.12 It is understood that the floaters, if permanent full-time police officers, would only work the regular scheduled "4 and 2" tour with the four days on duty being assigned to the same shift during that tour. For purposes of this section, an officer shall be considered permanent full-time upon the effective date of appointment by the Police Commission to a permanent position which has full-time status.

11.13 Time spent on military summer encampment programs shall not be counted as vacation time for the employee involved.

11.14 Police officers who have left the service of the employer to go directly into the United States Armed Forces and who have returned directly to the employment of the employer shall have the time spent in the United States Armed Forces considered as time worked for vacation purposes in the year of his/her return, provided however, that they return before August 1st. Employees who return after August 1st 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.

11.15 Where an employee has selected a vacation week, and it has been determined by the Chief of Police that such employee because of illness or injury shall not take that vacation, not less than twenty-one days before such vacation week, a notice shall be posted by the union indicating that an opportunity exists for application by other employees to use said week as vacation. Employees shall make application not less than fourteen days prior to such vacation week, and the provisions of Section 11.8 shall apply.

ARTICLE XII: SICK LEAVE

12.1 All employees working under the terms and conditions of this agreement shall be entitled to receive sick leave pay for absence due to illness, injury, other than in the line of duty injury or regulations of the Board of Health which makes it impossible or unlawful for him/her to report for work.

An officer may apply to the Chief to allow up to four (4) days per FY to be deducted from the member's sick leave for express purpose of attending to the needs of a sick / injured household member. Leave shall not unreasonably be withheld. The parties agree that the

Chief, at his/her sole discretion, may request a written statement from a treating medical professional attesting to the illness of the individual whose condition gives rise to the request for family leave. The member shall notify their supervisor (pursuant to policies and procedures for sick time) as soon as reasonably possible of any impending request.

A member shall make every effort to call in sick more than four (4) hours prior to the start of their shift. The parties acknowledge that late "call-offs" may be unavoidable, however, the employer reserves the right to request that an employee who does not give at least four (4) hours' notice submit an explanation in writing where a pattern of inadequate notice is suspected.

Officers that have been out sick must notify the department that they are returning work no later than four (4) hours before the start of their next working shift.

12.2 Each employee shall earn sick leave at the rate of 1.5 days per month. However, employees hired after March 16, 2015 shall accrue sick leave at the rate of one (1) day per month.

12.3 Paid sick leave may be accumulated from year to year without any restrictions or limitations. However, employees hired after March 16, 2015 shall accrue sick leave to a maximum of 250 days.

12.4 In the event of the absence of a permanent police officer for four (4) consecutive working days, the permanent police officer may be required to submit a certificate of personal illness to the employer. The City may require an employee to provide justification for each sick day used when a pattern of sick leave abuse is reasonably perceived to exist. If the employer requires a doctor's certificate, it shall be at the employer's expense.

12.5 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. A sick leave bank is hereby created which shall consist of all employees who agree to join such a sick leave bank within thirty (30) days of this contract receiving approval of the City Council. The sick leave bank shall consist of two (2) times the number of days as employees who join. Initially, the City shall contribute two (2) days per employee who joins. Thereafter, should the number of days fall

below one (1) day per employee in the bank, each member shall be assessed up to four (4) days per year to refill the bank. Such days assessed shall be from an employee's unused accumulated sick leave. New employees who wish to join shall do so within thirty (30) days of beginning employment and shall be so assessed. Any employee may elect to join or terminate his/her membership during the month of July. If an employee terminates his/her membership, any days contributed by him/her shall remain in the bank. The sick leave bank shall be administered by a sick leave bank committee consisting of two (2) members nominated by the management and two (2) by the union. All actions of the committee including granting days shall be by a majority vote. Decisions of the sick leave bank shall not be subject to the grievance procedure and are final. One half (1/2) of any unused or unpaid sick days owed upon retirement will be placed in the sick leave bank.

12.6 Any member of the bargaining unit who does not use a sick day 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 \$100.00 for sixteen hours.

ARTICLE XIII: BEREAVEMENT LEAVE

13.1 The employer agrees to pay up to a maximum of five (5) days leave upon the death of a spouse or child. The employer agrees to pay up to a maximum of three (3) days' leave upon the death of a relative subject to the following:

Deceased must be either: mother, father, sister, brother, half-brother, half-sister, stepfather, stepmother, mother-in-law, father-in-law of the employee.

Funeral leave pay shall not be applicable to more than one (1) day among the following relatives:

Mother, stepmother, or legal guardian, or to more than one day among the following relatives.

Father, stepfather or legal guardian. One (1) day funeral leave will be allowed for grandfather, grandmother, brother-in-law and sister-in-law, son-in-law and daughter-in-law.

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 from the date after death. In this case, the employee can select any three (3) days from the date after the death until the day of the funeral to the following:

1. The three (3) days aforementioned must be days when the employer would have required the services of the employee.
2. Contractual holidays will not be included.
3. The City has agreed to increase the three (3) days to five (5) days in the event of the death of a spouse or child.
4. Subject to the approval of the Chief or his designee, funeral leave of one (1) day may be used for the death of a non-family member.

ARTICLE XIV: LEAVES OF ABSENCE

14.1 The following leaves of absence may be granted subject to the approval of the Chief of Police. PAID LEAVE TO ATTEND VETERAN'S CONVENTIONS. Permanent police officers 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 Veteran's organizations chartered by the United States if an officer is a delegate or alternate to a limit of two (2) days.

14.2 PAID LEAVE FOR MPA CONVENTION. The employer agrees to allow no more than four (4) police officers (association members) a paid leave of absence without loss of sick leave or vacation time for a period of up to four (4) days per year, to attend the Massachusetts Police Association Convention.

14.3 PAID ABSENCE FROM DUTY – UNION BUSINESS. Designated officers of the WESTFIELD PATROL OFFICERS COALITION shall be granted necessary time to conduct union business during working hours including preparation for and attendance at administrative agency hearings, grievance hearings, arbitrations or collective bargaining and union training sessions. This leave shall not be considered vacation or sick leave. The employer shall be notified orally or in writing as far as reasonably possible, in advance as to when these absences shall take place.

14.4 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 pay for matters related to police functions.

14.5 Personal Day. 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.

14.6 Statutory Leave: The City agrees to comply with the provisions of the Paternity Leave Act as prescribed under M.G.L. c. 149 Sec. 105D.

ARTICLE XV: SEVERANCE PAY

15.1 An officer upon retirement or his/her estate upon the officer's death while an active employee, will be paid for all accumulated unused sick leave to a maximum of seventy-five (75) days unless said officer has an accumulation of 240 or more sick days. In the event that an officer has 240 or more unused sick leave days at the time of his/her retirement or death as an active employee, such officer will be paid for one hundred (100) days. Severance pay shall be paid based upon as 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. However, employees hired after March 16, 2015 shall be entitled to payment for all unused sick days to a maximum of forty (40) sick days upon retirement.

15.2 Beginning **July 1, 2014**, the City may decide on a case-by-case basis determined by the City and based on budgetary considerations that severance amounts under this article can be made over a period of three (3) successive years following retirement. In the event that the City makes such a determination, the affected employee will be notified in writing by February 1st of the calendar year in which notice of retirement is made under this article. In the event that the City triggers this provision, a payment can be made in the calendar year of retirement, as long as the requirements of this article are satisfied. The parties further agree that any unit member may elect to spread the severance payments under this article over a period not to exceed three years, provided written notice of this intention is given to the City's

Chief Financial Officer [Auditor] by February 1st (assuming the City does not notify the unit member of an intention to spread the severance payment over three fiscal years).

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

a) Three days of furlough for an additional six (6) days of severance at separation (fiscal 2011 furlough program) refer to 37.7

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

Note: Furlough defined: For police purposes (public safety) actual time off cannot be allowed. The furlough (loss of pay) will be tied into holiday compensation.

Note: G.L. c. 32, section 4(1)(c), when a member takes an unpaid leave or furlough, the retirement board has the option of granting up to one month of creditable service to that member.

ARTICLE XVI: INDEMNIFICATION RIGHTS

16.1 In any criminal or civil allegation by an outside party that an officer has committed an assault or any other legal wrong the employer will furnish legal counsel to represent the officer in such proceedings at the employer's expense. The officer will cooperate in his/her defense as required. In the event that the officer files a counterclaim or an independent action as a result of an allegation filed against him/her and for which the City has paid legal counsel a fee, and the officer is awarded damages, the City shall be entitled to recover from the proceeds of such an award its expenses (including the attorney's fees) incurred.

16.2 If a police officer desires to bring criminal or civil proceeding of any kind in connection with an alleged assault or any other legal wrong suffered by him/her by an outside party, such police officer may request the Westfield Police Commission to furnish legal counsel to represent him/her in the proceeding.

16.3 If the Westfield Police Commission does not provide such counsel and the police officer prevails, the employer will reimburse the police officer for all reasonable counsel fees

incurred to the extent permitted and/or required by law.

16.4 The employer, at his option, will either pay all financial judgments obtained against a police officer arising out of the performance of his/her duty or provide, at the employer's expense, adequate liability insurance to pay said judgment to the extent that is required by law.

ARTICLE XVII: EMPLOYEE REPRESENTATION

17.1 The employer recognizes the right of the union to designate stewards. There shall be three (3) stewards, one (1) for each shift.

17.2 The authority of the stewards 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 employer 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.

17.3 The union shall furnish the employer with a complete list of stewards and shall promptly notify the employer of any change in said list.

17.4 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.

17.5 The employer 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 XVIII: SAFETY COMMITTEE-Deleted-

ARTICLE XIX: LEGAL HOLIDAYS

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

As to clarify the days of paid holidays, holiday pay will be paid only on these days:

- | | |
|------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Washington's Birthday | Columbus Day |
| Easter Sunday | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Juneteenth | |

If a holiday is by state law celebrated on Monday, rather than a Sunday, (this is by state law) employees generally are to be given Monday off. The officers will be paid holiday pay on the Monday rather than the Sunday. The holidays: Christmas, New Years, and Independence Day shall be celebrated on 12/25, 1/1, and 7/4 respectively.

19.2 If an employee is required to work on any of the above holidays, he/she will be paid holiday pay at the rate of time and one-half in addition to his/her regular pay or compensatory time as provided herein.

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

ARTICLE XX: INSURANCE

20.1 Employees covered by this agreement shall be eligible to participate in the group insurance/health care 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.

ARTICLE XXI: PERSONAL INJURY BENEFITS

21.1 Whenever an employee is absent from work as a result of a line-of-duty injury, he/she 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/her annual or accumulated sick leave or his/her vacation time. The benefits provided in this paragraph cover a re-aggravation, reactivation or the like of old -line-of-duty injuries.

ARTICLE XXII: MAINTENANCE

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

22.2 The employer agrees that any time a police officer, whether on or off duty, suffers any personal loss or injury to personal property while performing an act considered to be in the line or scope of duty, suffers any loss or breakages, such as watch, glasses, torn clothing, etc., he/she shall be reimbursed for such property damaged up to \$500. The City, through its Personnel department, shall promptly review and determine all claims made pursuant to this paragraph and the police department shall reimburse each claim within thirty (30) days following acceptance of validity of claim. It is understood by the parties that if any restitution is awarded / ordered for said property, the City will be indemnified by the employee (or the party responsible for disbursing said payment) for such amounts paid by the City. In no event will this paragraph limit the employee from receiving compensation beyond the amount referenced herein.

ARTICLE XXIII: SPECIAL LEAVES

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

- a) Such substitution does not impose any additional cost to the city.
- b) The substitution is approved in writing by the officer in charge 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.
- e) The following form will be used as a request for a swap:

REQUEST FOR "SWAPPING" A TOUR OF DUTY

It is mutually agreed, and approved, by the following that:

Officer _____ who is scheduled to work on _____,

will have Officer _____ "swap" with him/her for the above tour of duty.

Officer scheduled to work: _____

Officer who will work the detail: _____

Approving officer: _____

Date: _____

23.2 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.

23.3 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 12 weeks in any 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 12-week period which is addressed elsewhere herein.

23.4 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.

23.5 Officers who have the ability to change their work days in a given week will be held to their original days off schedule for purposes of outside duty and overtime sign ups.

ARTICLE XXIV: WORK SHIFT

24.1 Except for unusual circumstances (not including assignments), police officers 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 November 15, with such changes to take effect January 1, once selected by an officer shall not be changed until the next succeeding annual date, without his/her consent. Whenever possible, shift vacancies will be posted for seven days, and the most senior employee bidding on the vacancy will be assigned. Effective July 1, 2015, one officer assigned to patrol will be assigned to work a 5 and 2 administrative schedule. This schedule will be awarded to the most senior officer who bids for the position. This will be a pilot program subject to review and possible dissolution after six months.

24.2 Due consideration shall be given to seniority and qualifications when exercising judgment in assigning officers to special details and positions in bureaus and divisions. Said special details and positions will be posted for seven (7) days.

24.3 The parties agree to the following 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 regular hours of work each day shall be consecutive except for any authorized interruption for paid lunch periods. The parties agree to reopen negotiations on the construction of the schedule should a change better suit the needs of the police Department. The negotiation shall only be for the purpose of determining start and end time,

not shift lengths. Employees shall receive week salaries equal to forty hours per week.

24.4 The standard work schedule shall consist of four (4) consecutive days of work consisting of eight (8) hours, thirty (30) minutes continuous hours of duty per day, followed by two (2) consecutive days off. The department will not assign an officer to an assignment with a work schedule which varies from the standard work schedule unless the employee agrees in advance to take the assignment with notice of its work schedule.

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 600 hours. Once a 600-hour compensatory time balance is attained, the officer no longer can receive compensatory time the officer must receive pay for all hours above 600 in lieu of receiving compensatory time. Such hours as may inadvertently exceed 600 shall be promptly converted to the appropriate cash payment. The parties acknowledge that for severance pay purposes upon retirement officers have received payment for up to but no more than 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 480 which have accrued to the 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 (1 ½) 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 in excess of one officer per shift must be approved by the Chief or his designee but shall not be unreasonably denied. The use of reserves pursuant to this provision shall only be during the vacant shift, as opposed to the use of a reserve for a surrounding shift which has not been left vacant by a vacation or compensatory time (See MOA dated February 20, 2013).

24.5 When an employee completes a tour of duty and then 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. The foregoing notwithstanding, for the safety and well-being of the community the

parties agree that the department will compensate those officers assigned to the detective bureau who have the responsibility of being on call for weekends \$1.07 increase to their regular hourly rate.

24.6 When, for any reason, an officer works as a police officer for the City of Westfield Police Department above his/her standard work schedule, the police department reserves the right to vary the officer's job assignment in order to maintain the efficiency of the department in providing for the safety and well-being of the community, the officer in question, and his/her brother officers. Such variance of assignment shall be at the sole discretion of the Chief of Police or his/her designee.

24.7 The City shall take all reasonable steps to assure that no later than November 30 of each year, the City shall post the shift and group assignments to take effect the following January 1.

24.8 (a) The parties agree that the canine officer shall be assigned to a regular tour of duty (line officer assigned to a cruiser sector). The canine officer shall house the canine at his/her residence and is responsible for the proper care and feeding of the dog. The city will be responsible for the cost of food and medical care. The parties agree that one-half hour per day, for each day that the dog is in the care and custody of the officer is an appropriate length of time for the officer to devote to the care and feeding of the dog. In the event that the officer is precluded from performing the care and feeding task due to a need to keep the canine in the field, he/she may put in an overtime slip for one-half hour of work at the overtime rate. On those days which are days off for the officer, he/she will be paid one-half hour of work at the overtime rate. This also applies if the officer is on vacation but only if the dog is in his/her care (if kenneled, no compensation is due).

(b) Training sessions of over two (2) weeks shall require the canine officer to work a "5 and 2" (Monday through Friday) eight (8) hour shift during the pendency of the training program. When working the 5 and 2 schedule, time actually worked/in training each third Friday shall be considered as compensatory time to be awarded at the time and one-half (1.5) rate and subject to future use by the officer just like any other earned compensatory time. Once the training program is completed, the officer would return to the "4 and 2" schedule enumerated at paragraph letter (a). Training sessions of two (2) weeks or less will not require changing from the "4 and 2" schedule.

ARTICLE XXV: COURT TIME

25.1 An 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. Only one (1) four (4) hour minimum shall apply per calendar day under this article. However, if an employee is summoned by the department to appear in court with less than twenty-four (24) hours' notice, he/she shall receive one hour of overtime.

25.2 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. The City shall pay each employee who must use his/her own vehicle to attend a criminal case in court outside of Westfield the prevailing rate for mileage paid by the City of Westfield, and shall reimburse employees for the cost of parking, provided, the City, at its option, shall not have provided other means of transportation. Employees required to return to court after lunch shall be reimbursed in the same manner as described in paragraph 39.4 herein.

ARTICLE XXVI: TEMPORARY SERVICE OUT OF RANK

This article has intentionally been deleted.

ARTICLE XXVII: ADJUSTMENT OF GRIEVANCES AND ARBITRATION PROCEDURE

27.1 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 employer 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 shall submit the grievance in writing first to the Chief of Police or his designee. The Chief of Police or his designee shall have seven (7) 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 seven (7) days after their meeting to answer the grievance.

STEP 3: If a grievance is not settled in Step 2 then within seven (7) days of the unsatisfactory answer or failure to answer it shall be referred to the Mayor or his designee.

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

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 American Arbitration Association under the rule and time limits of that organization. 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.

27.2 The fee, if any, for the arbitrator shall be shared equally by the employer and the Union.

27.3 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 XXVIII: INCORPORATION OF ORDINANCES AND STATUTES

28.1 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. In the event that the City desires to implement a muster, employees would receive four (4) hours at time and one-half.

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

ARTICLE XXIX: UNION MEMBERSHIP

29.1 The employer and the union agree that there shall be no reprisals or discrimination of any kind or nature taken against a member of the union.

29.2 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.

29.3 No employees shall be removed, dismissed, discharged, suspended or rebuked except for just cause.

ARTICLE XXX: CIVIL SERVICE RULES

30.1 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 XXXI: SENIORITY

31.1 Section 1: The parties to this agreement recognize that the principal factors in job assignments are the efficiency and integrity of the police department. The employer, however, in making non-promotional assignments will give due consideration to an employee's seniority, physical condition, personal hardship and particular abilities when making such assignments and shall assign the most senior officer among those qualified. The parties recognize that a transfer of an officer from another department may be imminent. Should that occur, the parties further agree that the individual, upon documentation of twenty-five (25) or more years of service in said department, shall be placed on step 9 of the wage scale. He/she also shall be accorded ten (10) days of sick leave at the inception of employment and shall accrue as other officer from that date forward in the manner

authorized by contract. He/she shall be afforded all the rights and benefits under the collective bargaining agreement on transfer, with the exception that he/she shall not be eligible for bid on specialized assignments or bureaus for five (5) years after transfer. His/her seniority shall be administered in accordance with the provisions of Chapter 31. The parties further agree to establish a waiting period for all new officer to be assigned to a specialized assignment or bureau for three (3) years, unless there are no otherwise qualified volunteers for the position. The three years begins the day the officer graduates from the academy.

Section 2: So far as not in conflict with 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/her exam grade by officers entering on the same day.

Section 3: Seniority will be defined in accordance with the provision of M.G.L. ch. 31, Section 33. The City and union agree to establish a bona fide list within sixty (60) days of completing the negotiation process and it will remain as an addendum to the contract, and it shall be reviewed each January in accordance with M.G.L., Section 67 before being sent to the administrator by March 1st of each year.

Section 4: The parties agree that for purposes of internal affairs including but not limited to shift assignments, vacation, badge number and rosters, seniority for all employees shall be computed from the most recent date of full-time employment with the police department.

ARTICLE XXXII: PERSONNEL FILES

32.1 Employees shall be allowed access to view and copy their personnel files at reasonable times. Such personnel files shall contain no evaluative material or opinions on the performance of an officer to which the officer shall not have been afforded an opportunity to append a written comment or rebuttal.

ARTICLE XXXIII: NO-STRIKE

33.1 During the term of this agreement, the parties hereto agree there shall be no strikes of any kind, work stoppages, withholding of services, or slowdowns, as such are defined in M.G.L. ch. 150E, Sec. 9A. The parties recognize that employees who are in violation of this

provision shall be subject to disciplinary action, including suspension and discharge. The parties further recognize that no lawful, protected activity of unit employees shall be subject to disciplinary action. There shall be no lockout of the employees during the term of this agreement.

ARTICLE XXXIV: SEPARABILITY

34.1 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 terms thereof.

ARTICLE XXXV: SCOPE

35.1 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 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 voluntarily and unqualifiedly waives the right to reopen negotiations 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.

ARTICLE XXXVI: EMERGENCY TELECOMMUNICATIONS DISPATCHERS

36.1 ~~deleted 36.2~~

ARTICLE XXXVII: WAGES

37.1 (a) Fully retroactive to and effective the first day of the first full pay period of July, 2022, the base wage of each member of the bargaining unit shall be increased by two percent (2%). See Appendix "A".

(b) Effective the first day of the first full pay period of July 2023, the base wage of each member of the bargaining unit shall be increased by two percent (2%). See Appendix "A".

(c) Effective the first day of the first full pay period of July 2024 the base wage of each member of the bargaining unit shall be increased by two percent (2%). See Appendix "A".

(d) Effective January 1, 2013, "on call" pay for the detective bureau will be paid at the rate of \$1.07 per hour for all non-overtime hours. This payment is in addition to their differential and is in lieu of the current "on call" pay of 8 hours at time and one half for each week a detective is on call.

Effective July 1, 2023, step 9 shall be increased by 2% in addition to the applicable COLA.

37.2 (a) It is understood by the parties that, at the conclusion of each shift, i.e. 4:00 p.m., 12 midnight, or 8:00 a.m., each employee will remain on duty until relieved by the on-coming shift.

37.3 Shift Differential.

(a) Employees assigned to squad C working a 4:00 pm – 12:00 am shift shall receive a one dollar and ten cent (\$1.10) shift differential. Employees assigned to squad A working a 12:00 am – 8:00 am shift shall receive a one dollar and twenty-five cent (\$1.25) 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 one dollar (\$1.00) 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) For purposes of clarification of Article 37.3, shift differential pay shall apply to bargaining unit members who are absent from duty due to military leave, but not to members who are absent from duty due to academy training.

37.4 A stipend of \$100.00 will be paid to a patrol officer who is certified (July 1, start of the fiscal year) in the Use of AED said stipend to be payable in December. Certification in use of AED must be current to qualify for payment each fiscal year.

37.5 All active (must be assigned to reserve(s) during the calendar year) field training officers will receive a stipend of \$400.00 said stipend to be payable in December of the same calendar year. FTO must be certified and active to qualify for payment each fiscal year.

FTO's shall receive 2 hours of compensatory time for each shift during which they are assigned a trainee. A "trainee" shall include but is not limited to reserve officers during their initial training, reserve officers during an additional remedial training, full-time officers requiring training pre or post academy graduation, and full-time officers requiring training when returning to duty from injury, illness, military or any other leave of absence.

In addition to the annual stipend each field training officer will also be compensated with two (2) hours of "time coming" for each shift they are assigned a trainee. A "trainee" shall include but is not limited to reserve officers during their initial training, reserve officers during any additional or remedial training, full-time officers requiring training pre or post academy graduation, and full-time officers requiring training when returning to duty from injury, illness, military, or any other leave of absence.

37.6 Payroll shall be bi-weekly with mandatory electronic deposit and optional electronic pay stubs.

37.7 All officers are required to take a three (3) day furlough without pay. The pay shall be taken from the first three holidays of the fiscal year (Independence Day, Labor Day and Columbus Day). Refer to 15.3.

Non-working employees will not be paid additional hours for the holiday, while

employees working these holidays will only receive four (4) hours of holiday pay or time-owed. Should the State of Massachusetts enact legislation that would negate the six days of severance allowed in 15.3 (a) the City agrees to convert those six (6) days of severance into six (6) days of time coming.

ARTICLE XXXVIII: EVALUATIONS

38.1 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.

38.2 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. Such evaluation system shall include an appeal process.

38.3 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 WESTFIELD PATROL OFFICERS COALITION and an employee who is a member of WESTFIELD PATROL OFFICERS COALITION.

38.4 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 XXXIX: MISCELLANEOUS

39.1 Bulletin Board - Announcements shall be posted on an 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 bulletin boards. 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.

39.2 Upon application, the department shall reimburse employees the cost of purchasing an off-duty pistol permit.

39.3 15-minute shift extension deleted

39.4 Training time:

a) In each fiscal year the department may require each officer to attend up to twenty (20) hours of training for firearms qualification, defensive tactics and CPR/first responder training. Such training time shall be scheduled with reasonable notice. Such training time shall be compensated by adding one- and one-half percent (1.5%) to the base pay of all officers – the parties agree the rate has been rolled into the base and Appendix A has reflected the 1.5% increase since July 1, 2015. The Chief may require an additional four (4) hours of training which will be compensated at the officer's choice of either monetary payment at straight time or time coming at time and one half for each hour of additional training. Where an employee is required to use his/her personal vehicle to travel to training outside the City, such employee will be paid the prevailing rate for mileage paid by the City, provided the City at its option shall not have provided other means of transportation. A lunch allowance of \$ 7.00 (without receipts) and \$10.00 (with receipts) for training conducted outside the City will be allowed. The parties also agree that when an officer attends an authorized training outside of the city for which he/she has been approved by the Chief or the Chief's designee to spend at least one overnight away from home, that officer is entitled to thirty-five (\$35) dollars per day for meal expenses without receipts.

b) Whenever possible, training opportunities will be posted for seven (7) days.

c) Narcan

- 1) The parties agree that in an effort to promote the health, safety, and welfare of our officers and the general citizenry of Westfield, the City of Westfield Police Department shall develop and implement a set of policies and procedures for the proper care, handling and usage of Narcan.
- 2) The parties agree that the City shall train, and the officers shall carry and dispense, Narcan in accordance with the adopted policies and procedures adopted and implemented by the department and the City of Westfield; and

- 3) Immediately following the adoption, implementation and funding of the Narcan policies and procedures (not expected prior to July 1, 2020), the parties mutually agree that the City of Westfield shall pay Officers an annual stipend of \$500.00 subject to appropriation and payable in December to all Officers appropriately trained on the proper care, handling, and dispensing of Narcan and who in accordance with stated policies and procedures carry Narcan in accordance with their required duties and responsibilities.

39.5 The parties agree in the establishment and maintenance of a program in the prevention and control of substance abuse, which shall include contraband substances. The elements of said program shall include the testing by urinalysis with cause. In the event of a positive urinalysis test, no employee so tested shall be subject to discipline on the basis of the test alone. 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 six months after the ratification and funding of this agreement.

39.6 The City and the Chief agree to post overtime accumulation on a monthly basis not later than the 10th of each month.

39.7 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.

39.8 The contract will be of two-year duration, running from July 1, 2016 through June 30, 2019. It may be opened for negotiation of a successor agreement on or after January 1, 2019 by either the employer or the union by giving notice prior to January 1, 2019 of the

desire to reopen the contact. Until a new agreement is signed, this agreement shall remain in full force and effect in all its terms.

ARTICLE XXXX: DRUG AND ALCOHOL FREE WORKPLACE

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

40.2 The parties shall strive to make all City workplace free of illegal drug use and free of alcohol use so as to provide a healthy, safe and secure work environment for all employees.

40.3 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.

40.4 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 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.

40.5 Employees will be required to undergo psychological, drug and alcohol testing when an employee is offered a promotion within the department as part of a pre-promotional condition.

THE CITY OF WESTFIELD

WESTFIELD PATROL OFFICERS
COALITION

By: 
Michael McCabe, Mayor

By: 
John Blascak, President

Date: 6-30-23

Date: 5-30-23

APPENDIX A

WESTFIELD POLICE DEPARTMENT PATROL OFFICERS

FY23 (2%)		FY24 (2%)		FY25 (2%)	
STEP/ LEVEL	HOURLY RATE	STEP/ LEVEL	HOURLY RATE	STEP/ LEVEL	HOURLY RATE
1	\$28.49	1	\$29.06	1	\$29.64
2	\$29.41	2	\$30.00	2	\$30.60
3	\$30.26	3	\$30.87	3	\$31.49
4	\$31.23	4	\$31.85	4	\$32.49
5	\$31.80	5	\$32.44	5	\$33.09
6	\$32.31	6	\$32.96	6	\$33.62
7	\$32.88	7	\$33.54	7	\$34.21
8	\$33.58	8	\$34.25	8	\$34.94
9	\$35.30	9	\$36.73	9	\$37.46

- Step 1: completion of 1 year of service
- Step 2: completion of 2-years of service
- Step 3: completion of 3 years of service
- Step 4: completion of 4 years of service
- Step 5: completion of 5 years of service
- Step 6*: Start of 10 years of service
- Step 7*: Start of 15 years of service
- Step 8*: Start of 20 years of service
- Step 9*: Start of 25 years of service

Step 1 is effective (7) seven months after graduating from the academy.

Steps one (1) thru five (5) are not based on the date of hire as a reserve police officer.

Effective July 1, 2023, Step 9 shall be increase by 2% in addition to any applicable COLA.

Reserve Officer, Pre academy Officer, Student Officer and Probationary Officer rates are not affected by any raise increases.

Reserve Police Officer is a civil service appointment. Reserves are not covered by the contract. (reserve date of hire used for calculating step increase at steps 6-9 and for retirement date)

Pre academy Officer has received a conditional full-time appointment dependent upon his/her graduation from the police academy. (MPTC waiver needed) They are not covered by the contract. (They do have insurance)

Student Officer is a full-time police academy student; they are not covered by the contract.(They do have insurance)

Probationary Officer is for a seven month period after graduating from the police

academy. They are covered by the contract.

7/1/2012

RESERVE OFFICER RATE	\$18.00
PRE-ACADEMY RATE	\$18.00
ACADEMY RATE	\$19.00
PROBATIONARY RATE	\$21.00

7/1/2013

RESERVE OFFICE RATE	\$18.00
PRE-ACADEMY RATE	\$18.00
ACADEMY RATE	\$19.00
PROBATIONARY RATE	\$21.00

Refer to memorandum of agreement signed January 24, 2014.

APPENDIX B

**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:

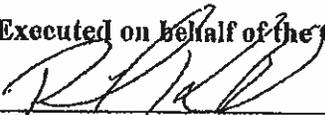
5. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

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.

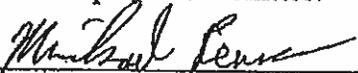
Dated: 3/7/12

Executed on behalf of the City of Westfield:

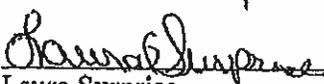


Daniel Knapik, Mayor

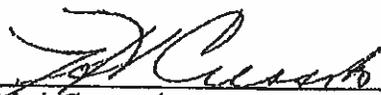
Public Employee Committee:



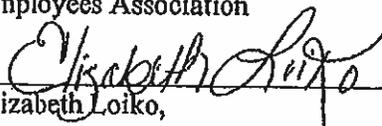
Michael Reuss,
Westfield Public School Custodian Association



Laura Surprise,

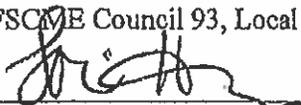


Mark Cressotti,
Westfield Professional Municipal
Employees Association

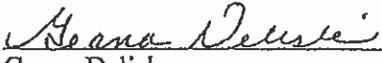


Elizabeth Loiko,

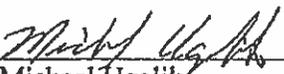
AFSCME Council 93, Local 346

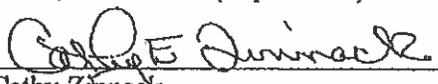

Lori Hovey,
Westfield Education Association

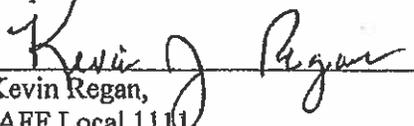

Patricia Maher,
Westfield Lunch Association

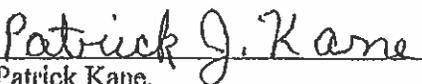

Geana Delisle,
Westfield Cafeteria Managers Association


Brian Freeman,
Westfield Patrol Officers Coalition (Patrolmen)

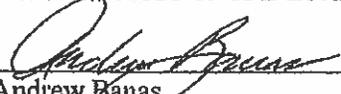

Michael Ugolik,
IBPO, Local 574S (Supervisors)


Cathy Zinnack,
Westfield Emergency Telecommunications
Dispatchers


Kevin Regan,
IAFF Local 1111

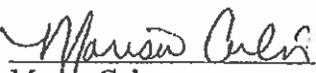

Patrick Kane,
Westfield Fire Department Supervisors
Association

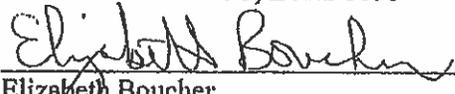
IBEW AFL-CIO & CFL Local 455


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

