

C#20110976

AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD

AND

**THE INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS - Local #364**

EFFECTIVE DATE: JULY 1, 2009
EXPIRATION DATE: JUNE 30, 2012

IBPO #364 TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1	1
ARTICLE 2	1
ARTICLE 3	2
ARTICLE 4	4
ARTICLE 5	4
ARTICLE 6	7
ARTICLE 7	8
ARTICLE 8	10
ARTICLE 9	12
ARTICLE 10	13
ARTICLE 11	15
ARTICLE 12	16
ARTICLE 13	18
ARTICLE 14	18
ARTICLE 15	18
ARTICLE 16	19
ARTICLE 17	20
ARTICLE 18	24
ARTICLE 19	25
ARTICLE 20	26
ARTICLE 21	26
ARTICLE 22	26
ARTICLE 23	27
ARTICLE 24	27
ARTICLE 25	30
ARTICLE 26	32
ARTICLE 27	32
ARTICLE 28	32
ARTICLE 29	33
ARTICLE 30	34
ARTICLE 31	35
ARTICLE 32	35
ARTICLE 33	38
	38
APPENDIX A	39
APPENDIX B	40

AGREEMENT

BETWEEN

**THE CITY OF SPRINGFIELD, MASSACHUSETTS/ SPRINGFIELD FINANCE
CONTROL BOARD**

and

INTERNATIONAL BROTHERHOOD of POLICE OFFICERS

LOCAL #364

This Agreement entered into by and between the City of Springfield, Massachusetts, hereinafter referred to as the Employer and International Brotherhood of Police officers, Local 364, hereinafter referred to as the Union, sets forth herein the basic contract covering rates of pay, hours of work and other conditions of employment to be observed between the parties.

This collective bargaining agreement shall be subject to, and incorporate the provisions of Section 6 of Chapter 656 of the Acts of 1989, so long as said Section 6 shall require that all collective bargaining agreements entered into by the City or School Department be subject to and incorporate the provisions of said Section 6.

ARTICLE 1.

RECOGNITION:

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, hours and other conditions of employment for all police officers of the City of Springfield. Employees included within the definition set forth in Chapter 679 of the Acts of 1981 and who hold the classification of police officer are included within the bargaining unit.

ARTICLE 2.

UNION REPRESENTATION:

2.01 The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and shall act, represent and negotiate agreements and bargain collectively for all employees within the bargaining unit, and shall be responsible for representing the interests of such employees without

discrimination and without regard to whether or not said employees are union members.

2.02 The president, vice-president, secretary and treasurer during their term of office will not be reassigned based on union activity.

As police officers such personnel, are subject to reassignment, to the same extent as any other officer, for the efficiency and the integrity of the Police Department.

2.03 Nothing contained in this Agreement shall abridge the right of a duly authorized union representative to present issues to the public which affect the welfare of the membership. Such presentation of issues will be asserted in their representative capacity as union officials. Union officers will not hold themselves out as speaking for the Department nor representing themselves as Departmental spoke-persons unless specifically authorized to do so.

ARTICLE 3.

PAYMENT OF DUES AND AGENCY SERVICE FEE:

DUES:

3.01 The Employer agrees to deduct membership dues in accord with the form attached hereto.

3.02 The Employer shall make the deductions required herein and shall remit the aggregate amount to the Comptroller of N.A.G.E. together with a list of all such employees who have paid said dues in accordance with Paragraph 3.01 above. The remittance shall be made at least one (1) time per month, and mailed to the Comptroller, N.A.G.E., 159 Burgin Parkway, Quincy, Massachusetts 02169.

AGENCY SERVICE FEE:

3.03 In accordance with Chapter 1078 of the Acts of 1973 (General Laws Chapter 150E section 12), effective thirty (30) days after the effective 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, the minimum of such fee shall be ninety (90%) percent of the Union dues, the collection for such fee will be based on the formula outlined in Article 3.

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 service fee provision.

The Union agrees to adhere to Section 12 of 150E and the Rules and Regulations promulgated there under.

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

AUTHORIZATION FOR AGENCY

SERVICE FEE DEDUCTION

By: _____
(Name of Employee)

To: _____
(Name of City of Springfield Dept.)

EFFECTIVE _____, I hereby authorize the City of Springfield to deduct from my wages each week the current normal weekly Agency Service Fee, and to transmit this amount to the Comptroller, National Association of Government Employees, 159 Burgin Parkway, Quincy, MA 02169.

I understand 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 a failure to pay such fee may result in termination of my employment with the City of Springfield.

(Employee's Signature)

(Employee's Address)

ARTICLE 4.

NON-DISCRIMINATION:

4.01 The Employer shall not discharge or discriminate against any person with respect to promotion, assignment, or any other matter because of race, creed, color, sex, age, union membership or union activities, and all persons covered by the terms of this Agreement shall receive equal and full protection there under.

4.02 Neither the Employer, its agents nor any supervisory personnel shall discriminate against or discharge any employee because he or she filed or processed any grievance under this Agreement or instituted any proceeding under any State or Federal statute relating to wages, hours or conditions of employment.

ARTICLE 5.

GRIEVANCE PROCEDURE:

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

Step One. An aggrieved employee, or a Union representative acting on his/her behalf, shall reduce the grievance to writing and present it to the Captain in charge, or in the absence of the Captain, to the next superior officer in charge within ten (10) days of the date of the grievance or his knowledge of its occurrence.

The written grievance shall contain a statement of the grievance and the facts involved; the provisions of the Agreement alleged to be violated; and the remedy requested. The Captain (or the next superior officer in charge) shall acknowledge in writing the date of receipt of the grievance.

In no case shall the officer in charge receiving the grievance be the officer involved in the grievance. In the event that the grievance involves the officer in charge, it shall be submitted to the officer next superior.

The Captain in charge, or in the absence of the Captain, to the next superior officer in charge, shall issue a written response within ten (10) days of the date of receipt of the grievance.

Step Two. If the grievance has not been resolved, the grievant, and/or his Union representative, shall submit the grievance in writing to the Police Commissioner, by service to his/her office within five (5) days from the receipt of a decision from the Captain (or the next superior officer) designee, or the expiration of the time when such decision was due, whichever is later. If the aggrieved employee, and/or his Union representative, desires to have a meeting with the Police Commissioner, or his/her designated representative, concerning the grievance, the aggrieved employee and/or his Union representative shall so notify the Police Commissioner, or his designated representative, at the time of submission of the written grievance. If a hearing is requested under this step, the Police Commissioner, his designated representative, shall meet with the grievant, and/or his Union representative, within fourteen (14) days after receipt of the grievance. The Police Commissioner, or his designated representative, shall render a decision in writing, stating the basis for such decision, within seven (7) days from the date of such meeting, or if no meeting was requested, within fourteen (14) days of receipt of the grievance.

Step Three. Within ten (10) days after receipt of the decision of the Police Commissioner or the expiration of the time fixed for such decision, whichever is later, if the grievance remains unresolved, the Union, but not any individual police officer, may submit the grievance to arbitration before the permanently appointed impartial arbitrator(s). The Union shall notify the Police Commissioner in writing within the aforementioned time period in its intent to submit the grievance to arbitration.

5.02 As soon as practicable following the effective date of this Agreement, the City and the Union shall agree upon the selection of permanently appointed impartial arbitrator(s). The impartial arbitrator(s) shall be appointed for a one year from, January 1, through December 31, provided, however by written agreement of the City and the Union, said impartial arbitrator(s) may be removed upon thirty (30) days notice. The fees and expenses of the arbitrator shall be borne equally by the parties to any arbitration. In the event that said impartial arbitrator(s) shall be unable to serve, a successor impartial arbitrator(s) shall be selected by mutual agreement of the parties or if such agreement can not be reached, an impartial arbitrator shall be selected from panel of arbitrators provided by the American Arbitration Association. The Massachusetts Board of Conciliation and Arbitration will serve as an alternate to the American Arbitration Association. The arbitration hearing shall be held in the City of Springfield and shall be conducted in accordance with the rules and procedures mutually agreed by the parties, or if no agreement has been reached accordance with the rules of the particular forum which has been selected.

5.03 The decision and award of the arbitrator shall be in writing and shall state his/her findings of fact, reasoning and conclusion. The award shall be final and binding upon the City and the Union, provided, however, that the arbitrator shall be without the power to alter, amend, add to or subtract from the provisions of this Agreement. Nothing contained herein shall be construed to forbid either party from resorting to court for relief from, or to enforce rights under any arbitration award.

5.04 Choice of Remedy In the event of a disciplinary action involving a suspension, dismissal, removal or termination, and subsequent to a hearing before the Police Commissioner, the Union, on behalf of an employee may, within ten (10) days of the receipt of said disciplinary decision, elect to appeal said action by initiating an arbitration proceeding in accordance with Section 5.01 above. Such appeal shall be the exclusive remedy pursuant to the provisions of G.L. c. 150E, Section 8, as amended. In the event that such an election is made under this paragraph, the arbitrator may affirm, modify, or amend the action of the Police Commissioner if it finds that such action was justified. Otherwise the arbitrator may reverse such action and the person concerned shall be returned to his position without loss of compensation or other rights.

5.05 Any grievance not processed within the time limitation provided herein shall be deemed to have been waived unless the aggrieved employee was precluded from compliance therewith by reason of physical or mental incapacity or such time limitations have been waived or extended by written agreement of the parties. In computing time limits set forth above, Saturdays, Sundays, and Holidays shall be excluded.

5.06 , The Union shall be entitled to submit grievances in the name of the Union in the same manner as provided herein for employees, such submission to commence at STEP TWO of 5.01 of this Article. Moreover, where the subject matter of a grievance cannot reasonably be expected to be resolved by a Captain (or next superior officer), the grievance submission shall be commenced at STEP TWO of Section 5.01 of the Article.

5.07 The Union may be represented by a Grievance Committee of not more than three individuals to be designated by its Executive Board, one of whom shall be the chief steward concerned. Said Grievance Committee and/or the grievant may attend any meeting or hearing provided for herein. The Union shall have the right to be represented by counsel of its selection during the entire grievance procedure. The Union shall notify the Police Commissioner of the names of Grievance Committee members in writing, and any changes of members forthwith.

5.08 The three (3) members of the Union's grievance committee and the grievant shall suffer no loss of pay for reasonable time spent by them during their regular working hours in attendance at the meeting provided in STEP TWO of Section 5.01 of the Article.

5.09 No member of the bargaining unit shall leave his job during working hours to present, discuss or investigate a grievance without first obtaining the consent of his commanding officer, which consent shall not be unreasonably denied.

5.10 Matters which are subject to adjudication pursuant to G.L. c. 31, and G.L. c. 32, except as provided by Paragraph 5.04, shall not be subject to the grievance procedure.

ARTICLE 6.

DISCIPLINARY ACTION

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

6.02 If a superior officer has reason to orally reprimand an employee, he shall do so in a manner that will not unduly embarrass the employee before the public or his fellow workers.

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

6.04 All interdepartmental charges against a unit member shall be initiated no later than ninety (90) days following the alleged offense or the date the City became aware of the alleged offense whichever is later, and a hearing on said charges shall be held within sixty (60) days thereafter, unless a later date is mutually agreed upon by the parties.

6.05 Upon request a reprimand will be removed from personnel files and not considered in any personnel action three (3) years from date of issuance.

6.06 When an officer is assigned inside duty without a firearm, as a result of an investigation of the officer, such investigation will be completed as quickly as the situation allows so that officer may return to regular duty. After ten working days of such inside duty without a firearm as a result of an investigation, and no administrative or criminal charges have been initiated, the officer will be provided weekly inside overtime opportunities equal to the average hours of court time, overtime and outside details which the officer worked in the six month period immediately preceding the assignment to inside duty without a firearm. If administrative or criminal charges are initiated against such officer, no further overtime assignments shall be afforded pursuant to this section, but if the officer is not found guilty of such charges, the parties shall meet and discuss the issue of compensation lost because of said charges.

ARTICLE 7.

SENIORITY RIGHTS AND SQUAD ASSIGNMENTS FOR UNIFORMED PATROLMEN:

7.01 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 within the uniformed squads will give due consideration to an employee's seniority, physical condition, personal hardship and particular abilities when making such assignments and shall assign the senior man among those qualified.

7.02 So far as not in conflict with the General Laws, seniority among employees who are appointed and complete recruit training academy on the same date, shall be based in the order of the civil service list from which the applicants are appointed. This paragraph shall apply to the employees appointed after July 1, 1995 and shall not affect the seniority of employees previously appointed whose seniority was computed in accordance with criteria then in effect. If this paragraph is determined to be invalid by a final determination of any court or administrative agency, the parties to this agreement shall commence negotiations on a new criteria for seniority among employees who are appointed and complete recruit training on the same date.

7.03 Seniority shall be defined in accordance with the provision of Massachusetts General Laws, Chapter 31, Section 33, as amended, and shall be applicable except as modified herein below in Section 7.04.

7.04 The parties agree that for the purpose of internal affairs including but not limited to shift assignments, vacations, badge numbers and rosters, seniority for all members shall be computed from the original date of appointment, provided further that the employee's service is continuous to the date of permanent appointment.

7.05 For employees who cease to be employed as police officers by the Springfield Police Department and are subsequently reinstated as police officers by the Springfield Police Department, seniority pursuant to Paragraph 7.04 after reinstatement shall be computed as follows:

- A. For employees who cease to be employees for less than six months, seniority pursuant to Paragraph 7.04 shall be computed from such employee's original date of appointment as a police officer by the Springfield Police Department, reduced by the number of days such employee was not employed as a police officer by the Springfield Police Department.
- B. For employees who cease to be employees for six months or more, seniority pursuant to Paragraph 7.04 shall be computed from the date of

reinstatement until such employee works two times the amount of time such employee was not employed as a police officer by the Springfield Police Department; and thereafter seniority pursuant to Paragraph 7.04 shall be computed from such employee's original date of appointment as a police officer by the Springfield Police Department, reduced by the number of days such employee was not employed as a police officer by the Springfield Police Department.

This paragraph shall apply to any employee reinstated after July 1, 1995, and shall not affect the seniority computation as provided by Paragraph 7.04 of any employee reinstated before that date. This paragraph shall not affect personnel actions subject to the provisions of G.L.C. 31, which shall be governed by the seniority criteria of G. L.C. 31.

ARTICLE 8.

HOURS of WORK:

8.01 The hours of work specified in this Agreement shall not be applicable to officers assigned to the Detective Bureau, Policewomen, Youth Aid Bureau, Records Room, Traffic Bureau, Crime Prevention Bureau, and other special assignments.

8.02 The regularly scheduled tours of duty for uniformed squads are as follows:

<u>Squad A:</u>	<i>11:45 p.m. to 8:00 a.m., or 10:45 p.m. to 7:00 a.m.</i>
<u>Squad B:</u>	<i>7:45 a.m. to 4:00 p.m., or 6:45 a.m. to 3:00 pm.</i>
<u>Squad C:</u>	<i>3:45 p.m. to 12 midnight, or 2:45 p.m. to 11 p.m.</i>

In addition to the foregoing, there are two (2) additional Squads at the time being, known as B-2 with hours from 5:45 a.m., to 2:00 p.m. and C-2 with hours from 5:45 p.m. to 2:00 a.m. These Special Squads designed to meet special needs and hours will vary from time to time.

8.03 Notwithstanding the provisions of Section 8.01 and 8.02 of this Article, if, in the opinion of the Commissioner an emergency exists or the needs of the public safety so require, employees may be required to perform services at times other than and/or in addition to the hours specified herein.

8.04 The hours of duty of the Springfield Police Department shall consist of three (3) shifts: days, early nights, late nights. These shifts shall be arranged assigned and administered by and under the direction and sole control of the Police Commissioner.

8.05 The regular hours of duty for Permanent Police Officers of the City of Springfield shall be so established that the average weekly hours of duty in any year shall not exceed thirty-eight and one-half (38½) in number. This shall be accomplished as follows:

8.06 Except during the fifth (5th) and sixth (6th) weeks of the six week work cycle, time worked in excess of forty-one and one-quarter (41¼) hours in any one (1) week shall be considered overtime and shall be paid at an hourly rate equal to one and one-half (1½) times the hourly rate of the base rate of pay for his average weekly hours of duty which is established at thirty-eight and one-half (38½) hours.

During the fifth (5th) and sixth (6th) week of the six week work cycle, the time worked in excess of thirty-three (33) hours shall be considered overtime and shall be compensated at said overtime rate.

8.07 The Police Commissioner may, in case of public emergency or any unusual demand for the services of Police Officers in this City prevent any such member (Permanent Police Officer) of the Police Department from taking days off when he is entitled thereto, or at any time assigned therefore, provided that such Officer shall receive overtime pay at the time and one-half rate for each hour or fraction thereof of duty performed on days off or during vacation.

8.08 The Employer shall endeavor to obtain volunteers for those shifts commencing one (1) hour earlier than standard shifts as set forth in Article 8, Section 8.02, provided further that if the number of volunteers is less than the number required to man such shifts, the Employer may assign employees as the shift demands.

8.09 Officers assigned to community policing shall be assigned to a regular 4 & 2 schedule as provided by Paragraph 8.06. By mutual agreement between an officer and immediate supervisor, officers may switch regular work days other than provided by the 4 & 2 work schedule, for performing community policing duties, so long as during any Sunday through Saturday period, the officer has the same number of regular work days as would be provided by the 4 & 2 work schedule. There shall be no substitution of work days for the purpose of avoiding the payment of court time.

8.10 Officers assigned to community policing shall be assigned to regular shifts as provided in Paragraph 8.02. By mutual agreement between the officer and immediate supervisor, officers may substitute regular hours of work other than those provided by Paragraph 8.02, so long as during any Sunday through Saturday period, the officer has the same number regular hours of work as would be provided by Paragraph 8.02. There shall be no substitution of hours of work for the purpose of avoiding the payment of court time.

ARTICLE 9

OVERTIME AND CALL IN PAY:

9.01 (A) All assigned, authorized, required or approved service outside of an employee's regularly scheduled tour of duty (other than off duty paying police details as set forth hereinafter in Article 10) including service on an employee's scheduled day off, or during his vacation, shall be deemed overtime service and when work is performed during such time, employees shall be compensated therefore at the rate

of time and one-half their straight time hourly rate of pay, or as provided in this Article.

(B) Effective July 1, 2006 - All overtime service on a holiday specified in Article 11 of this Agreement shall be compensated at the rate of double (2) time.

9.02 If an employee who has left his place of employment or last duty assignment, after having completed work on his regular tour of duty, is recalled to duty and he reports for such duty, or if an employee is so recalled on a scheduled day off, or during his vacation, he shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime pay at his overtime rate of pay. When an employee is called in early to work prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports to his normal scheduled tour of duty, such employee shall receive overtime pay for the actual time worked prior to the commencement of such scheduled tour.

9.03 Overtime service shall not include an out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty by mutual agreement between Employer and Employee. Any such agreement shall not be a violation of the exclusive bargaining provision of Article 1 of this Agreement.

9.04 Wherein applicable for purposes of overtime any service performed in excess of regularly scheduled tours shall be computed as follows: Any portion of fifteen (15) minutes shall be considered fifteen (15) minutes provided however that the Employee must complete the full fifteen (15) minutes in order to qualify for overtime payment.

9.05 Overtime service shall not include swapped tours of duty between individual employees by their mutual agreement (subject to employer's approval).

9.06 Pay for overtime service shall be in addition to and not in lieu of vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.

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

9.08 Work at polling places in connection with elections shall be paid for at the regular rate of pay for the first eight (8) hours, thereafter at the overtime rate. Available unit members will be hired for this work on a first priority basis.

9.09 All members of the bargaining unit shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any member who declines to work overtime on voluntary basis. Members shall have the option of declining offered overtime, but in the event that sufficient personnel do not accept, such offered overtime on a voluntary basis, or in the event that time does not permit substitution of volunteers, such additional personnel as are deemed necessary by the Police Commissioner shall be required to work overtime on an assigned basis. Overtime shall be distributed to all members on an equitable and fair basis, including duty at polling places on primary and election days.

9.10 Compensatory time may, at the option of the employee, be requested. It will be limited to a maximum accumulation of two hundred (200) hours of overtime which shall be calculated at time and one-half for hours worked. The option will not be available once two hundred (200) overtime hours (three hundred (300) straight time hours) are reached. All overtime hours worked under this section beyond two hundred (200) hours shall be compensated in cash payment in an employee's regular payroll check. With a reasonable notice, any compensatory time may be converted to cash payment. Compensatory time will be, in all other respects, treated consistent with the Fair Labor Standards Act.

ARTICLE 10

OUTSIDE DETAILS:

The provisions of this Article shall govern the assignment of outside paid police details to the employees covered by this Agreement when such work is to be paid for by another City Department, an outside individual, group, corporation or organization.

10.01 Such assignment shall be made by the Police Commissioner or his/her designated representative on a voluntary basis of off-duty police officers and shall be distributed among the members of the bargaining unit as equitably as possible. In determining the equitable distribution of outside details, scheduled overtime and court time shall be considered as outside details. The Police Commissioner shall maintain a record of all such assignments, which may be examined by a representative of the Union at reasonable times and upon reasonable notice. The unit accepts the exercise of the reasonable discretion of the outside detail assignor with respect to details requested on short notice.

10.02 All employees covered by this Agreement shall, as in all other instances, comply with the orders of superior officers while performing such outside details, and shall be covered by the departmental Rules and Regulations.

and shall be covered by the departmental Rules and Regulations.

The City, under the provisions of General Laws, Chapter 44, Section 53C, hereby establishes an administrative fee of ten (10%) percent.

10.03 The City agrees that during the term of this contract the rates for outside details shall be as follows:

- A) 1. The parties agree the rate will be 1.5 at Step 5. Such rate shall be calculated at 1.5 of the hourly rate as set forth at step five of Appendix "A". Such rate will be adjusted as at such time as Appendix "A" Schedule 08 is modified and not later than thirty (30) days subsequent to a change voted by the City Council.
- 2. Rates for Jobs on Holidays, including Christmas Eve and New Year's Eve (Eves are defined as commencing at 4:00 P.M.) - Double time (2) the straight time hourly rate of pay of a Police Officer at Step 5.
- B) In the event an off-duty paid police detail extends past eight (8) hours, the rate after eight (8) consecutive hours shall be paid at the rate of time and one-half (1½) the foregoing rate.
- C) If an employee is not notified three (3) hours before a cancellation of an outside paid police detail, a minimum of four (4) hours pay shall be paid to such employee.

10.04 Employees performing such outside details shall be guaranteed a minimum of four (4) hours work at the applicable rate.

10.05 Rates for City jobs will be the same as for other outside details.

10.06 While engaged in outside details, the City agrees to provide an officer with a walkie-talkie if the same are available at the Police Department.

10.07 When an applicant, for a street occupancy permit, applies for a permit and the presence of an outside police detail officer is required due to the location of the work, nature of the work, duration of the work and other circumstances which may affect traffic control or public necessity and convenience, such officer may be a condition on the granting of the permit.

When a hazardous traffic condition occurs relating to the aforementioned work, the Police Commissioner or commanding officer of the watch may notify the Department of Public Works that the presence of an outside detail officer is recommended.

10.08 No employee shall be eligible to work an outside detail on a day such an employee is on sick leave or injured leave.

10.09 In any given week, no employee shall be assigned to an outside detail if such employee has previously worked a total of twenty-four (24) hours of outside details, private employment and court time in addition to his/her regularly scheduled hours of work, that is a total of sixty-five and one-quarter (65¼) hours in a given week. Departmental overtime shall be excluded from any calculation of hours worked. The foregoing limitation on assignments of outside details shall not apply to an employee who is on vacation or compensatory time.

ARTICLE 11

HOLIDAYS

11.01 An employee required to work on a holiday specified below shall receive pay therefore at the rate of time and one-half (1½) rate.

<i>New Year's Day</i>	<i>Independence Day</i>
<i>Martin Luther King's Birthday</i>	<i>Labor Day</i>
<i>Washington's Birthday</i>	<i>Columbus Day</i>
<i>Patriot's Day</i>	<i>Veterans Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>Christmas Day</i>	

11.02 For the purpose of administering the provisions of this Article, Christmas will be celebrated on December 25th, New Years Day will be celebrated on January 1st, and Independence Day will be celebrated on July 4th of each year.

11.03 In the event that the City declares a holiday, other than those listed in Article 11.01 of this Agreement, all employees covered by this Agreement shall be entitled to one day of compensatory time, which shall be taken within ninety (90) days of such holiday, under the same conditions as provided for "floating vacation days" as prescribed by Article 12 of this Agreement.

The provisions of this Section shall not be applicable to an employee who is on sick leave, vacation leave, or leave of absence without loss of compensation pursuant to the provisions of General Laws Chapter 41, Section 111F on the date of any such holidays declared by the City hereunder.

ARTICLE 12

VACATIONS:

12.01 (A) Employees covered by this Agreement shall continue to enjoy the vacation benefits, as allowed by law. The vacation periods for members of the Bargaining Unit shall be in one (1) or two (2) week blocks from January 1 to December 31, inclusive, and shall be granted in the following manner:

During the month of December commanding officers shall contact every member of their command, in order of seniority as prescribed in 7.04, and shall assign an available one (1) or two (2) week vacation period to such members by seniority by granting their nearest choice which is available. The Department shall give not less than seven (7) days notice of the date when such vacation selection shall commence.

(B) Effective July 1, 2006 -Employees with fifteen (15) years of service - five weeks (5) of vacation, and for employees with twenty (20) years of service six (6) weeks of vacation.

12.02 During the month of January commanding officers shall again contact every member of their command who is entitled to more than two (2) weeks vacation in the manner prescribed in the previous paragraph and shall assign a second vacation period to such members by seniority by granting their nearest choice which is available.

12.03 The above vacations shall be predicated on the basis of five (5) days of vacation and two (2) days off from each week of vacation due. Therefore, all vacation weeks shall commence on Sunday and end on the following Sunday.

12.04 The Police Commissioner shall determine the number of employees in each squad or bureau to be allowed on vacation at one time, but in no event shall the number be less than:

Squad A - four (4).

Squad B - ten per cent (10%) of the number assigned, but not less than eight.

Squad C - six (6)

All bureaus - ten per cent (10%)

12.05 The additional vacation days to which employees are entitled as the result of vacations being predicated on a calendar week rather than a work week shall be considered "*floating vacation days*" to be taken at the request of the employee with

how many employees shall be allowed to take "floating vacation days" in each squad or bureau in addition to the employees on regular vacation at any one time, provided, however, that in addition to the number of employees on vacation as provided in Paragraph 12.04 above, not less than two employees shall be permitted to be on "floating vacation days" in each squad and not less than one employee in each bureau. "Floating vacation days" shall be assigned on the basis of the earliest request. Commanding officers shall accept requests for "floating vacation days" in December for the entire following calendar year. The Department shall give not less than seven days notice of the date when such selection of "floating vacation days" shall commence. Whenever it becomes necessary for the good of the department, commanding officers shall have the right to assign such employees to take "floating vacation days."

12.06 Subject to the provisions of paragraphs 12.04 and 12.05 above, the Police Commissioner shall determine how many employees from any one (1) group may take vacation leave during vacation period in each squad or bureau.

12.07 Vacation Schedules shall not be effective until they are submitted to the Police Commissioner by commanding officers of the squads and bureaus and are approved in writing by the Police Commissioner.

12.08 After vacation schedules are so finalized, no changes or exchanges shall be allowed unless assented to by the employee's commanding officers and approved by the Police Commissioner.

12.09 Whenever a department member is reassigned after vacations have been finalized, his new commanding officer shall have the right to assign him new vacation weeks. However, the commanding officer shall make every effort to assign such new member to the same vacation weeks or close to the same vacation weeks if they are available.

12.10 Notwithstanding the provisions of paragraph 12.01 through 12.09, if any emergency exists, or the needs of the public safety require, employees may be recalled from their vacations. In such event, the recalled employees shall receive pay for the hours worked and shall also be allowed time off with pay, i.e., a day off for each day, or part of a day, which he is required to work.

12.11 Any employee who takes unpaid leave of absence of three months or less before resuming employment, shall suffer no loss of vacation benefits. Any employee who takes unpaid leave of absence of more than three months before resuming employment shall suffer no loss of vacation benefits for the purposes of computing vacation leave, but upon resuming their employment, or on the following January 1 if no January 1 occurred during such leave of absence, shall be credited with an amount of vacation leave computed by taking the number of vacation days

such employee would, or would have received on January 1 but for the unpaid leave of absence, reduced by a fraction, the numerator of which is the number of days of the unpaid leave of absence, and the denominator of which is 365. Any fractional day of vacation leave due to an employee pursuant to this calculation will be rounded up to the next whole day. (Example A. Employee with twelve years of service takes a leave of absence from December 1 to March 31. Upon returning from leave of absence on April 1, employee would have 19 days vacation leave (28 days reduced by $121/365$, rounded up) for use during that calendar year. Example B. Employee with twelve years of service takes leave from May 1 to August 31. The following January 1, employee will have 19 days vacation leave (28 days reduced by $123/365$, rounded up) for use in the following year.)

ARTICLE 13

SICK LEAVE:

13.01 The Employer shall continue its present sick leave program during the term of this contract as prescribed in the City of Springfield Revised Ordinances, as of 1963.

ARTICLE 14

BEREAVEMENT:

14.01 Employees covered by this Agreement shall continue to enjoy the bereavement benefits prescribed in the City of Springfield Revised Ordinances as of 1963, adding thereto, the relation of that of a grandchild.

ARTICLE 15

INSURANCE:

15.01 The City agrees that it is subject to the provisions of G.L. c. 32 B § 19.

15.02 The cost of group accident and health insurance will be paid 75% by the City and 25% by the participant.

ARTICLE 16

UNIFORM ALLOWANCE:

16.01 The City of Springfield agrees that during the year it shall provide sufficient funds for the replacement of the following items and numbers of items listed below:

- | | |
|------------------|---|
| 1. Trousers | 7. Winter Parkas |
| 2. Blouses | 8. Fifty (50) Bullet Proof Vests |
| 3. Winter Shirts | 9. Waist Length Bauer reversible jacket |
| 4. Summer Shirts | with liners - Effective July 1, 1999 |
| 5. Winter Caps | |
| 6. Summer Caps | |

16.02 This article shall be administered in accordance with the current procedure and policy for replacement of the above items in effect prior to the execution of this Agreement, subject to the conditions specified herein.

16.03 It is understood that the amount of money which the City shall provide for each calendar year for the above mentioned articles as determined by two (2) regular uniform inspections.

16.04 The Employer will furnish at its cost to each newly appointed police officer:

- | |
|---|
| 1. <i>Two (2) pair of trousers</i> |
| 2. <i>One (1) blouse</i> |
| 3. <i>Two (2) winter shirts</i> |
| 4. <i>Two (2) summer shirts</i> |
| 5. <i>One (1) winter cap</i> |
| 6. <i>One (1) summer cap</i> |
| 7. <i>One (1) Outer winter coat</i> |
| 8. <i>One (1) bullet proof vest, if available</i> |

16.05 It is understood and agreed that the Union shall have the right to inspect the Tally Sheet results of the uniform inspection at reasonable times and after reasonable notice of a desire to see the same.

16.06 The Employer shall grant a clothing allowance of Four Hundred Fifty Dollars (\$450.00) per year to all members of the bargaining unit (Note this extends the same benefit to all unit members).

Effective July 1, 2010, this benefit increases to five hundred (\$500.00) dollars.

16.07 Lost or Stolen Equipment

- A) Should an issued piece of equipment be lost or stolen, an officer may request the department to issue a replacement item. Except for good reason the officer's request will be honored as soon as practical.
- B) In case of a gun, the officer may be required within seventy-two (72) hours with the Commissioner or designee and explain the circumstances of the loss or theft.
- C) If the loss or theft is not the result of negligence by the officer, normally the Department will replace the item of equipment without charge to the officer: except for caps, gloves, badges, shirts, trousers, belts, holders, flashlights and manuals, which officers will replace themselves.
- D) If an item of equipment is lost or stolen as a result of an officer's negligence, the officer will be obligated to pay the fair market value of the item. Payments can be made at the option of the officer in whole, or by weekly payments of twenty-five (\$25.00) dollars per week.

ARTICLE 17

COURT TIME:

17.01 Any member of the Bargaining Unit, who while off duty, is required by the Department to appear as a witness for the Commonwealth in a criminal case in District, Juvenile, or Superior Courts, License Commission and hearings before the Police Commissioner, and Show Cause Hearings shall be compensated as follows:

The minimum compensation for an employee who is required to appear as a witness shall be three (3) hours at the overtime rate of compensation for a court appearance on a scheduled work day and a minimum payment of four (4) hours at the overtime rate for a court appearance on a scheduled day off. The minimum shall be for the first three hours (or four (4) hours if scheduled day off), of attendance, and any time in attendance in excess of three (3) hours (or the respective four (4) hour minimum) will be compensated at the overtime rate of compensation, without limitation.

17.02 A unit member who, while off duty, is required to go to courts above specified for the purpose of executing a warrant or some other papers pursuant to a criminal proceeding where he otherwise is not a witness will be entitled to not less than two hours pay at time and one-half (1½) rate for such appearance.

17.03 When a member is required to appear as a witness as provided for in this Article and his or her appearance is immediately prior to reporting for duty or is immediately following the time he or she to report off duty, he or she shall be paid for such court appearance at the overtime rate only for the actual time such person is required to appear as a witness in accord with the provisions of Section 9.04 of Article 9.

17.04 Local Appearances:

Unit members who are required to appear as witnesses in criminal proceedings in Hampden County as a result of their employment, shall be compensated as provided by 17.01

17.05 Court Appearances Outside of Hampden County:

A) Court Appearances Outside Hampden County but less than 125 miles from Springfield. Officers on a scheduled day off shall be compensated at the overtime rate for the greater of (a) actual time spent in activities related to such appearance including travel time, or (b) three hours. Officers on a scheduled work day will be compensated at the overtime rate for the greater of (a) actual time spent in activities related to such appearance including travel time outside of their scheduled hours of work, or (b) if such activities were contiguous to regular hours, three hours.

B) Court Appearances more than 125 miles from Springfield. Officers who are scheduled to work on such a day shall have their regular hours of work 8 AM to 4 PM, and shall be compensated for all time outside those hours, including travel time and/or necessary case preparation, at the overtime rate. Officers on a day off shall be compensated at the overtime rate for the greater of (a) all time spent in activities related to such appearance including travel time, or (b) eight hours. In addition to such payments, an officer will be paid four hours at the overtime rate for each day such officer is required to be more than 125 miles from Springfield. (Example, employee is schedule to work Tuesday and off Wednesday and Thursday. Employee leaves Springfield on Tuesday to catch flight to Chicago at 9:00 AM EST arrives Chicago Noon EST to discuss testimony. Under this provision 8:00 AM to 4:00 PM EST are regular hours, so employee is paid 2 hours O.T. for hours

worked, plus 4 hours O.T. for the distance payment, for a total of 6 hours O.T. for Tuesday. On Wednesday, employee meets with prosecutor at 9:00 AM EST, gives testimony, is released at 2:00 PM EST. Under this provision employee is paid 8 hours O.T. (8 hour minimum on scheduled day off) plus 4 hour O.T. for the distance payment, for a total of 12 hours O.T. for Wednesday. On Thursday, employee reports for court at 9:00 AM EST, is released such outside of their scheduled hours of work, or (b) if such activities were contiguous to regular hours, three hours.

C) Travel. For appearances outside of Hampden County but less than 125 miles, officers may use their personal vehicles, for which they will be reimbursed for all tolls, parking fees, and mileage as provided by the City policy. Where more than one officer is required for such appearances, officers are expected to share rides, where practicable, to reduce the duplication of such expenses. Officer may request a Department vehicle for such appearances, which if available will be provided. For appearances more than 125 miles from Springfield, the Department will provide to officers Department or common carrier transportation. By mutual agreement, officers appearing more than 125 miles from Springfield may use their personal vehicles and be reimbursed for tolls, parking fees, and mileage as provided by City policy.

D) Lodging. For appearances more than 125 miles from Springfield officers will not be expected to commute in a single day, but will be provided with lodging of the type commonly used by business travelers, with no more than double occupancy. The City shall arrange for the reservation and payment of such lodging if possible without the need for officers to make payment and seek reimbursement.

E) Meals. Officers who make appearances outside of Hampden County will be paid a meal allowance as provided by City Policy. If an officer is placed in a situation where it is not possible to purchase meals with the amount of the meal allowance provided by City policy, the officer may request reimbursement of actual cost of meals(s) with an explanation of why it was not possible to purchase meal(s) with the amount of allowance provided by City policy.

F) Payments. The City shall advance payments as required of 25.07 of this agreement where possible, and if not possible, all payments or reimbursements required to officers pursuant to this section shall be made to the officer within one month of the submission of a request.

17.06 In lieu of such payment, an employee may receive time off equal to the hours spent in court pursuant to General Laws, Chapter 262, Section 53C. Where time off is taken in lieu of payment, there shall be a minimum of three (3) hours. For the purposes of this Article, compensatory time shall be governed by the provisions of Article 9, Section 9.10, effective on and after August 15, 1993.

17.07 Other Mandatory Appearances.

Any member of the bargaining unit, who, while off duty, is required by the valid service upon such unit member of compulsory process to appear in connection with any civil, administrative or criminal proceeding not otherwise subject to Paragraph 17.01, to give evidence or testimony with such member's possession or knowledge because of such unit member's possession or knowledge because of such unit member's performance or his/her duties as a police officer, shall be compensated as provided by Paragraph 17.01 subject to the following.

- A.** Upon being served such compulsory process to appear, the unit member shall notify the office of the Police Commissioner and provide a copy of the compulsory process served and any other correspondence and paperwork served or provided in connection therewith.
- B.** The Police Commissioner or his/her designee is expressly authorized to contact the party or the attorney of the party whose cause such compulsory process to issue and discuss the need for and the time of the unit member's appearance, and to try to cause the compulsory process to be rescinded, or the appearance to be rescheduled to a time when such unit member is working, in which case such unit member shall appear while working and shall receive no additional compensation pursuant to this paragraph.
- C.** In the event that a unit member appears as provided in this paragraph in part during working hours and in part not during working hours, such unit member shall be compensated at the overtime rate for all such time not during working hours.
- D.** It shall be the responsibility of the Police Commissioner or his/her designee to notify any unit member who has given notice of being served compulsory process according to this paragraph 17.07, to appear as required by the compulsory process, or to appear as otherwise arranged by the Police Commissioner or his/her designee, or that the compulsory process has been rescinded and the unit member is not required to appear.

- E.** Any unit member who claims compensation pursuant to this Paragraph 17.07 shall not submit later than the end of the pay period in which the

appearance occurred, a report of the time such appearance commenced and ended, and requesting compensation therefore.

F. The Police Commissioner or his/her designee is expressly authorized to submit to the party, or the attorney of the party, who caused such compulsory process to issue, as it would to a contractor pursuant to Article 10, for the appearance of any unit member subject to this Paragraph 17.07, whether or not such unit member receives any additional compensation pursuant to this Paragraph 17.07. Any compensation due to a unit member pursuant to this Paragraph 17.07 shall be made at the same time payment pursuant to Paragraph 17.01, and shall be payable regardless of the payment of non-payment of any bill sent by the Police Commissioner or his/her designee.

G. Any unit member who solicits, entices, or suggests to a party that he/she be the recipient of compulsory process to require his/her presence as a witness at a civil proceeding for the purpose of being the financial beneficiary of this clause may be subject to discipline as a consequence of such solicitation, enticement or suggestion.

ARTICLE 18.

UNION BUSINESS LEAVE:

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

- A. It is understood and agreed that although they may be paid for Union Business Leave, they are not to be considered as being within the scope of their employment while traveling to, attending, or returning from any convention.
- B. The only conventions covered by this Article are those hereinafter listed and only the number of employees listed below may receive the benefits of this clause and only for the time period listed below.

**INTERNATIONAL BROTHERHOOD of POLICE NATIONAL
CONVENTION
5 days - 7 people**

- C. The employees selected and scheduled to attend the above conventions must give reasonable written notice of such intention to the Police

Commissioner or in his/her absence, the person filling such position. The Police Commissioner or the person acting in his/her stead shall approve or disapprove such request for a meeting within thirty-six (36) hours, excluding Saturdays, Sundays and Holidays.

18.02 The employees shall select not more than ten (10) Union Stewards whose names shall be furnished to the employer and the Police Commissioner. Stewards shall be granted reasonable time off if necessary during working hours to investigate and resolve grievances without the loss of pay and other benefits. The above Stewards shall, however, obtain, permission from the Police Commissioner or his/her commanding officer for the time off referred to in the previous sentence.

18.03 The above Union Business Leaves are to be allowed so long as attendance does not cause any serious interference with the normal operations of the Police Department, as determined by the Police Commissioner.

18.04 Members of the Union's negotiations committee, not to exceed seven (7) shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating directly or indirectly the terms of the contract.

18.05 EXECUTIVE BOARD (3 MEMBERS)

Up to three (3) elected officers of the local to wit - President, Vice-President, Secretary and Treasurer or a member of the three member Executive Board, may be granted, with permission of the Police Commissioner, time off to attend meetings of the I.B.P.O. and Local 364 (not more than two monthly involving six work tours in the aggregate), if said meetings occur during a regular tour of duty. The maximum of off duty tours allowed hereunder would not exceed thirty-six (36) per calendar year.

Up to seven members of the executive board will be granted time off with pay, if scheduled to work, to attend one executive board meeting per month.

ARTICLE 19

INTERCHANGE OF WORK HOURS:

19.01 Any officer desiring to change his day off may do so if he/she can "swap" with an officer having the day desired, within the week, subject to the approval of the superior. If no such "swap" can be made, an officer must make a written request to his/her Captain who may approve it or disapprove it, and present it to the Police Commissioner for final approval or disapproval.

ARTICLE 20

MANAGEMENT RIGHTS:

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

ARTICLE 21

INDEMNIFICATION:

21.01 Indemnification of employees as provided by the laws of Massachusetts shall be continued.

ARTICLE 22

HEALTH and SAFETY:

22.01 The Employer shall provide efficient and safe equipment and material to protect the health and safety of employees.

22.02 A committee representing the Union of not more than three (3) members shall meet with the Police Commissioner quarterly to discuss and make recommendations for improvements to protect the health and safety of the employees.

22.03 The decision of the Police Commissioner as to what is efficient and safe equipment and material shall govern giving due consideration to the recommendations of the committee referred to in this Article.

ARTICLE 23

PROTECTION OF WORK OPPORTUNITIES:

23.01 The employer agrees not to employ any person or persons to perform the duties of police officers as presently performed by Springfield police officers in accordance with the provisions of General Laws, Chapter 31.

23.02 No provision of this contract shall be construed to deny the right of the City to hire civilians to direct traffic for the safety of school children; to hire parking meter supervisors; to hire member of the auxiliary police force; to hire persons pursuant to Civil Defense Act; and to provide any municipal department with protection or security services.

23.03 Except as provided by Section 23.02, no elected or appointed official of the City shall authorize or approve the authority, or use of, persons who are not members of the bargaining unit to perform traffic control function on any public way, in the City of Springfield.

ARTICLE 24

EDUCATIONAL INCENTIVE:

24.01 The parties incorporate herein the provisions of the Police Increments program established by the order of the City Council on November 21, 1968 and approved by the Mayor of November 22, 1968 as follows:

"Police Increments"

After January 1, 1969, an increment shall be added to the annual salary of any member of the uniformed classes of the Police Department who has satisfactorily completed a course of Police Science and Technology, approved by the Police Science Advisory Board of the Springfield Technical Community College.

The amount of the increment shall be eighty dollars (\$80.00) for each six semesters credit hours satisfactorily completed up to a maximum of eight hundred dollars (\$800.00).

24.02 The following section shall amend and otherwise replace Section 24.01 hereof:

In recognition that unit members are engaged in occupational category that requires a high degree of informed judgment, technical proficiency in the area of criminal law enforcement and public confidence in the integrity of the unit

members, the Employer shall, provide the following schedule of additional benefits to a unit member who qualifies therefore:

- (a) The successful completion, whether or not such completion has occurred prior to becoming a member of the Department, of a degree conferred by an institution offering a recognized program in law enforcement in a field of study reasonably related to law enforcement as determined and within the judgment of the Police Commissioner, a payment of:

Six (6%) of the annual base rate compensation, subject to other provisions of this Article, for an Associate's Degree.

Seven (7%) of the annual base rate compensation, subject to other provisions of this Article, for a Bachelor's Degree.

Eight (8%) percent of the annual base rate compensation, subject to other provisions of this Article, for a Master's or Law Degree.

- (b) Determination of eligibility for the benefit set forth above shall be certified to by the education facility to the Police Commissioner by September 1, of each calendar year.
- (c) Payment of compensation provided for in this Article shall be made in November, such payment to issue in the second pay period in November, and be predicated upon the degree certification attained as of the prior September 1.

Unit members, paid pursuant to the City Council order set forth in Section 24.01, hereof, and who lack a degree certification will receive the benefit to which they were entitled as of December 1978 under the preceding plan. An increase payment in 1979 and years subsequent will require the degree certification as required in Section (a), above.

- (d) Eligibility for payment to employee unit members appointed to the department on or after January 1, 1979 will be based on the provisions of Section (A), above and such members will not be eligible for benefits as set forth in the City Council order of November 21, 1968 and approved by the Mayor on November 22, 1968.

- (e) In the event of retirement, death, resignation or voluntary separation of service, qualified unit members, or the estate of such unit member, shall receive with the final payroll the full amount of such entitlement plus a fraction of such payment equal to the number of days from September 1, to effective date of retirement, death, resignation or voluntary separation from service divided by 365 if such effective date is prior to said first payroll of November. If such effective date is subsequent to said first payroll of November and prior to September 1, of the next succeeding year, said amount shall be determined by multiplying the amount paid to such employee, or the estate of such member, in said first payment of November under the provisions of this Article by a fraction, the numerator of which shall be the number of days between September 1, and said effective date of retirement, death, resignation or voluntary separation from service and the denominator of which shall be 365.
- (f) The above compensation shall be included in an employee's compensation only for the purposes of computing pension and retirement benefits due an employee but shall not be considered in the computation of any other monetary benefits provided for herein, including, without limitation, holiday compensation, overtime compensation, vacation compensation, hourly or weekly compensation and court time or any other type payment.

24.03 Effective September 1, 1993, pursuant to the provisions of General Laws Chapter 41, Section 108L, the Employer shall pay police career incentive base salary increases to those unit employees certified eligible by the Commonwealth of Massachusetts Higher Education Coordinating Council in the amounts required by that certification. Commencing in November 1993, the benefits to be paid such employee shall be paid in one lump-sum payment in November of each year. So called "**roll out**" costs shall not be affected by police career incentive base salary increases paid under this Article.

On and after August 13, 1993, unit employees who are not presently receiving benefits under either Section 24.01 or 24.02 may no longer qualify for the benefits there under. Unit employees who are receiving benefits under Section 24.01 or 24.02 on August 12, 1993, shall continue to be eligible to receive the benefits to which they are or become entitled there under. No unit employee may receive benefits under more than one Section of this Article. It shall be a unit employee's obligation to notify the Employer under which Section of this Article such employee elects to receive benefits.

24.04 The City agrees to subtract a pro-rata portion of taxes for employees who have been out injured on duty. The individual's gross Quinn bill payment will be

divided by the figure of two hundred and forty three (243) work days to create a daily figure. This daily figure would be then multiplied by the number of days the officer missed as a result of being absent due to injured on duty status as defined by M.G.L. Chapter 41 § 111F. This total would be subtracted from the gross figure and would be taken out of this adjusted figure.

ARTICLE 25

MISCELLANEOUS:

25.01 The Union shall be permitted use of a reasonable amount of space for placing notices on the bulletin board in the squad room at Police Headquarters. Such notices may include information relative to the Union Office elections in addition to general Union business notices. The Union agrees not to post any derogatory or inflammatory material.

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

25.03 Should any provision of the Agreement be found to be in violation of any Federal or State law or Civil Service Rule by a final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall promptly meet on request of either party to negotiate a proper provision to replace any provisions which have been found to be in violation of law.

25.04 The minimum manning level for each shift of the Springfield Police Department shall be a management decision of the Employer having in mind the considerations the protection of the health and safety of the general public, varying conditions affecting the crime rate, budgetary considerations and the number of personnel available.

25.05 Canine Unit: Employees assigned to care and maintenance of departmental dogs will be reimbursed for ordinary and necessary expenditures incurred therefore, subject to the approval of the Police Commissioner or his/her designee.

25.06 Emergency Leave: Wherein applicable, at the discretion of the commander of the watch or bureau, said commander shall be allowed to grant leave for the remainder of a tour of duty to a member in cases of emergency or for such other good reason upon cause shown without loss of pay.

25.07 Prepayment of Expenses:

A unit member who is required to incur travel outside the City on departmental business will be advanced reasonable expense money for meals, tolls, transportation or such other items that are foreseeable beforehand.

25.08 Personal Address: It is the policy of the Commissioner that, in the interest of protecting the privacy of employees, the personal address of the employees will not be released. This will not be subject to the grievance procedure or to those instances wherein such disclosure is required by law.

25.09 Departmental Orders: The Police Department will provide the Union President or his designee, for his convenience, a copy of all appropriate Departmental orders issued under Rule 1, Section 3 of Springfield Police Department Rules and Regulations.

25.10 Truancy Children: Employees assigned to the Youth Aid Bureau and/or the School Support Unit only shall be required as part of their duties to detain and transport truant children pursuant to laws or City ordinances relating to truancy, and or daytime curfews intended to reduce truancy.

25.11 Recruit Fee: Section 370 of State Budget for FY-2001 sets forth a fee for training programs operated by the Criminal Justice Training Council effective July 1, 2000. That fee is set at nineteen hundred (\$1,900.00) dollars. The parties have agreed that in the City of Springfield said fee shall be paid for by the City of Springfield. The parties have further agreed that should a recruit officer, from whom the fee is otherwise chargeable, in accordance with the above mentioned law, be dismissed from the academy for misconduct, such fee advanced by the City, and not rebatable to the City, will be owed to the City of Springfield by the recruit officer. The fee may be recovered by any lawful collection practice (such as small claims) including, but not limited to, deduction from any wages or other benefits payable to said recruit officer. Said repayment may be waived by the Police Commissioner. All current and future recruit officers that wish to avail themselves of this Agreement will sign an Agreement with the above provision.

ARTICLE 26

LABOR-MANAGEMENT COMMITTEE:

26.01 The Union shall designate a Labor Management Committee of three (3) employees whose rates and conditions of employment are covered by this Agreement, which committee shall meet with the Mayor, or his designated representative; the Police Commissioner or his/her designee, from time to time at the request of either party. Such meetings shall be held at the convenience of all parties; if possible, meetings will be held within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the grievance procedure hereinbefore described.

ARTICLE 27

SALARY SCHEDULE:

27.01 There is hereby incorporated and made part hereof by reference, an Appendix marked "A", which contains a schedule of salaries of the members of the Bargaining Unit.

27.02 **Effective July 1, 2009**, increase all rates by two and one half (2½) percent
Effective July 1, 2010, increase all rates by two and one half (2½) percent
Effective July 1, 2011, increase all rates by two and one half (2½) percent

27.03 Wage Re-opener, in the event that the CPI for the northeast region increases by more than 4% for any two consecutive years beginning 2007, the City upon demand by Local #364, will reopen negotiations on wages.

ARTICLE 28

WORK INCENTIVE PROGRAM

28.01 The calendar year is hereby broken down to consist of two (2) incentive periods:

Period One: *The period between July 1 and October 31st inclusive,*
Period Two: *The period between November 1st and February 28th*
Period Three: *The period between March 1, and June 30th inclusive.*

An employee who is not absent more than one day due to a disqualifying absence in an incentive period shall earn a monetary incentive payment of One Hundred (\$100.00) Dollars for that period.

Such earned incentive payment shall be made within the next succeeding incentive period.

For purposes hereunder, the following are to be categorized as **disqualifying absences:**

1. Absence due to sick leave beyond one day in the incentive period.
2. Absence due to injured on duty lost time within a period.
3. An absence due to authorized leave within the period.
4. Absence due to any leave of absence within a period whether paid or unpaid.

For purposes hereunder, the following are to be categorized as **qualifying absences:**

1. An absence due to authorized vacation leave.
2. An absence due to jury duty leave.
3. An absence due to contractually authorized union business leave.
4. An absence due to contractually authorized bereavement leave.
5. An absence due to holiday leave.
6. An absence due to emergency leave.
7. An absence due to military leave.
8. An absence due to taking any Civil Service Examination.
9. An absence due to attendance at a Chapter 41 Section 111F hearing.

ARTICLE 29.

COMMUNITY POLICING EVALUATION COMMITTEE

29.01 This agreement recognizes that the SPD is adopting a Community Based Problem Oriented Policing strategy (CP POP) emphasizing geographic accountability based on neighborhood. In this strategy, officers are assigned to specific geographic subdivision of the city and engage in a variety of place specific crime control, order maintenance, and rear reductions tactics.

29.02 In view of the fact that sector assignments in a CB POP are equally important shift assignments; it shall be the general intent of the SPD to deploy personnel to both sector and shift assignments in the patrol division based on seniority. The parties recognize however, that they may be occasions where the commissioner may deviate from assignment by seniority where the public safety and the needs of the SPD so require. Such deviation will only be done in

exceptional situations and will not be used to frustrate the requirement of assignment by seniority.

29.03 Nothing in this agreement shall be construed as preventing the dispatch of police units across sector or district lines for the purpose responding to emergencies or to assist with significant calls for service backlogs. Nothing in this agreement shall be construed as preventing partnerships between districts for the purpose of solving crime or disorder problems that may from time to time require additional resources.

29.04 For the purpose of implementing a department wide CB POP strategy the provisions of Article 8.09 and 8.10 shall apply to assigned to policing district and to personnel assigned to tactical anti crime units in the patrol division.

ARTICLE 30

PROBATIONARY PERIOD

30.01 All members of the bargaining unit shall serve a probationary period which commences upon their employment as a police officer by the City of Springfield and ends twelve (12) months after completion of their initial recruit training academy, except as otherwise provided herein.

30.02 In the event that a unit member is absent from duty for thirty or more consecutive days during the probationary period, the probationary period for such unit member may be extended by the employer by the number of days of such absence, upon written notice to the unit member of such extension within the original probationary date, if known at the time of the notice, when the extended probationary period will end.

30.03 In the event that a person becomes a unit member by transfer from another police department subject to G.L.c 31, Massachusetts Civil Service Laws, and has already served a probationary period in the police department from which he/she transferred, such unit member shall not serve a probationary period in the Springfield Police Department. In the event that a person becomes a unit member by transfer from another police department subject to G.L.c. 31, Massachusetts Civil Service Law, and is in a probationary period in the police department from which he/she transferred, such unit member shall serve a probationary period in the Springfield Police Department which ends at the same time as the probationary period would have ended in the department from which he/she transferred. If this is in conflict with Civil Service or rules or regulations promulgated there under, this clause, as a consequence, would or will be void.

30.04 In the event that a person becomes a unit member by original appointment pursuant to G.L.c. 31 with the Springfield Police Department, and is not required to

attend an initial recruit training academy because of already satisfying the training requirements of the M.G.J.T.C., such unit member shall serve a probationary period of twelve (12) months from the date of original appointment pursuant to G.L.c. 31.

30.05 The terms of this Article shall apply to unit members who become police officers in the Springfield Police Department on or after July 1, 1995. Persons, hired prior to July 1, 1995, will not suffer any change in the computation of such completed probationary period so as to be adversely affected by the application of this rule.

ARTICLE 31

OUT OF TOWN SERVICE

31.01 In assigning officers to perform out-of-town service the Department will take reasonable steps to assign officers who do not object to the assignment. Officers who are required to perform services outside of Hampden County shall be subject to the terms prescribed by Article 17.5 of this agreement.

ARTICLE 32

DRUG AND ALCOHOL TESTING:

32.01 The purpose of this program is to establish the fact that the City and its employees have the right expect a drug free environment in the workplace. The main emphasis of the program is not to be punishment, but the counseling and rehabilitation of employees with a problem or alcohol or drug dependency. However, nothing contained herein shall be construed to prevent disciplinary action for any infractions of Department rules, policies or procedure or any misconduct.

32.02 Except in the case of applicants for employment in the bargaining unit, no drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of Employees shall only be permitted when there is reason to suspect drug or alcohol use. Immediate alcohol testing shall be permitted based upon reasonable suspicion standard herein provided.

32.03 The Department shall provide a suspected employee and the union with a written report evidencing the reasonable suspicion no later than twenty-four hours after the suspected employee is directed to submit to during testing.

32.04 The employee shall be provided with a test sample at the time drug testing is conducted. Drug testing to be performed is to be of the more expensive and accurate nature, so as not to subject the employee to the stress and embarrassment of a possible false positive result from the less expensive test.

32.05 The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and union officials with a compelling need for this information.

32.06 The following information shall be provided an employee directed to undergo a drug test:

1. A copy of the testing program procedures.
2. A description of the sample gathering protocol
3. A list of the tests to be used.
4. The name and location of the laboratories to be used.
5. The test results in writing with an explanation of what the results mean.

32.07 The directive to submit a drug test sample shall be based on facts sufficient to constitute reasonable suspicion of controlled substance use. Objective facts shall be used in evaluation an employee's condition include but are not limited to:

1. Balance Sure/unsure/ questionable
2. Walking Steady/unsteady/ questionable
3. Speech Clear/slurred/ questionable
4. Attitude Cooperative/uncooperative /questionable

32.08 Rehabilitation programs shall be mandatory for employee with confirmed positive results for any employee admitting drug usage. Employees who successfully complete a rehabilitation program approved by the Department shall be guaranteed no disciplinary action and one time only right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

32.09 It is the intention of this article that an employee who is found to test positive on the drug screening shall be treated within the Employer/employee relationship. It is incumbent upon the employee to submit a proposal to the Department to be reviewed by the physician designated the Department for approval. It is the intention of such proposal to include a drug rehabilitation clinic, whether on an outpatient or in-patient basis. The employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by such conditions and requirements shall be the basis for termination of employment.

32.10 The employee agrees to submit a random urinalysis testing at the discretion of the Department for a period of one (1) year after to returning to work after commencing said program. If any testing during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

32.11 The Department shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.

32.12 It is agreed that the parties will make every effort to protect the privacy and confidentiality.

ARTICLE 33

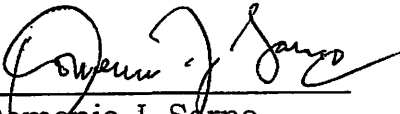
DURATION


33.01 Except as otherwise provided, this Agreement shall become **effective July 1, 2009 and shall remain in effect until June 30, 2012**. Negotiations for a new Agreement shall begin on or after December 1, 2011. This agreement shall remain in full force and agreement until the signing of a new Agreement or until thirty (30) days after termination notice is given.

IN WITNESS WHEREOF, the **CITY of SPRINGFIELD** has cause it corporate seal to be hereto to affixed and these presents to be signed in its name and behalf by **Domenic J Sarno** , its Mayor, and the **INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS** has caused these presents to be signed in its name and behalf by its President, duly authorized this third day of May, 2011.

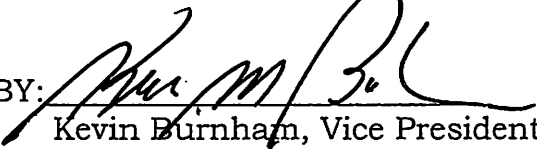
CITY OF SPRINGFIELD

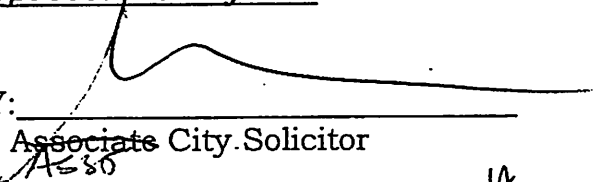
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

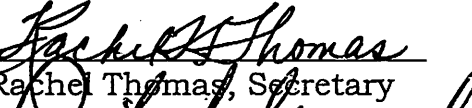
BY: 
Mayor Domenic J. Sarno

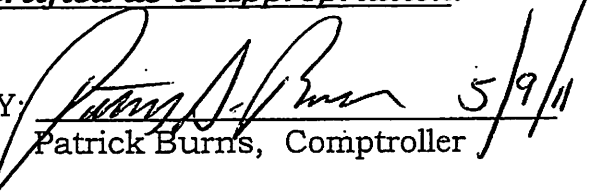
BY: 
Joseph Gentile, President

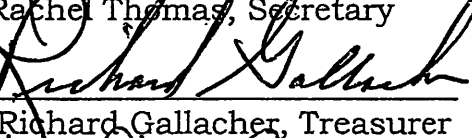
Approved/as to form:

BY: 
Kevin Burnham, Vice President

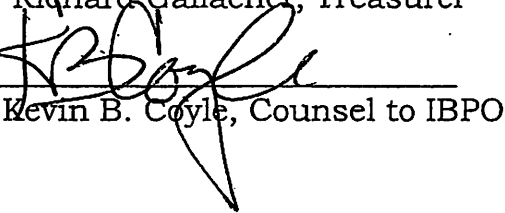
BY: 
Associate City Solicitor
ASCO

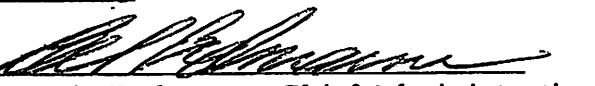
BY: 
Rachel Thomas, Secretary

W **Certified as to Appropriation:** ^{N/A}
BY:  5/9/11
Patrick Burns, Comptroller

BY: 
Richard Gallacher, Treasurer

Reviewed by:

BY: 
Kevin B. Coyle, Counsel to IBPO

By: 
Lee C. Erdmann, Chief Administrative
& Financial Officer 05-11-11

APPENDIX A

File # 53660

Schedule 08 Police Officers

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

July 1, 2009 to June
30 2012

JOB CODE	CLASSIFICATION	BU	RANGE	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
2035	Police Officer Effective July 1, 2009 (two and one half percent raise)	8	17.8	\$829.00	\$929.00	\$977.00	\$1029.00	\$1039.00	\$1048.00
2035	Police Officer Effective July 1, 2010 (two and one half percent raise)	8	17.8	\$853.00	\$953.00	\$1002.00	\$1055.00	\$1065.00	\$1075.00
2035	Police Officer Effective July 1, 2011 (two and one half percent raise)	8	17.8	\$877.00	\$977.00	\$1028.00	\$1082.00	\$1092.00	\$1102.00

Recruit Rate will apply to the first 18 weeks of employment
In the police academy and prior to actual duty service.
(\$100 less than Step 1)

- Step 1 Initial date of hire.
- Step 2 After 1 years of service
- Step 3 After 2 years of service
- Step 4 After 5 years of service
- Step 5 After 10 years of service

Fill in Boxes Marked with an (X)

**REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT
OF COMPENSATION FOR PAYMENT OF EMPLOYEE-ORGANIZATION DUES.
AND REQUEST THE IBPO TO ACT AS MY EXCLUSIVE COLLECTIVE BARGAINING AGENT**

NAME OF EMPLOYEE (Print — Last Name, First, Middle) (X)	IDENTIFICATION NO. (Soc.Sec. or Other) (X)
HOME ADDRESS ;Street and Number; (X)	City and State) ZIP CODE
AGENCY (Include Bureau, Division, Branch or Other Designation) (X)	

SECTION A - FOR USE BY EMPLOYEE ORGANIZATION

NAME OF EMPLOYEE ORGANIZATION (Indicate Local, Branch, Lodge or Other Appropriate Identification)

INTERNATIONAL BROTHERHOOD of POLICE OFFICERS Local

I hereby certify that the regular dues of this organization for the above named member are currently established are _____ per week.

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL

PRESIDENT OR DATE
TREASURER

I HEREBY AUTHORIZE THE ABOVE NAMED AGENCY TO DEDUCT FROM MY PAY EACH PAY PERIOD, OR THE FIRST FULL PAY PERIOD OF EACH MONTH, THE AMOUNT CERTIFIED ABOVE AS THE REGULAR DUES AND TO REMIT SUCH AMOUNTS TO THAT EMPLOYEE ORGANIZATION IN ACCORDANCE WITH ITS ARRANGEMENTS WITH MY EMPLOYING AGENCY. I FURTHER AUTHORIZE ANY CHANGE IN THE AMOUNT TO BE DEDUCTED WHICH IS CERTIFIED BY THE ABOVE NAMED EMPLOYEE ORGANIZATION AS A UNIFORM CHANGE IN ITS DUES STRUCTURE.

SIGNATURE OF EMPLOYEE
(X)

DATE
(X)