

**AGREEMENT**

**Between**

**THE CITY OF SPRINGFIELD, MASSACHUSETTS**

**and**

**SPRINGFIELD POLICE SUPERVISORS ASSOCIATION**

This agreement made by and between the CITY OF SPRINGFIELD, MASSACHUSETTS, hereinafter called the Employer, and the SPRINGFEILD POLICE SUPERVISORS ASSOCIATION, 130 PEARL STREET, SPRINGFIELD, MASSACHUSETTS hereinafter called the ASSOCIATION, has as its purpose the promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement and to set forth the basic Agreement covering rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

**ARTICLE 1**

**RECOGNITION**

**1.01** The Employer recognizes the Association 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 supervisory personnel in the ranks of Sergeant, Lieutenant and Captain in the Police Department in Springfield, Massachusetts.

**1.02** It is understood by the parties to this agreement that during the legal existence of Chapter 656 of the Acts of the Legislature of 1989, section six of said Act is expressly incorporated into the Collective Bargaining Agreement between the parties.

**ARTICLE 2**

**ASSOCIATION REPRESENTATION**

**2.01** The Association 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 Association members.

**2.02** The Employer agrees to allow not more than four (4) members of the Association Executive Board to attend contract negotiation meetings during their on duty hours without loss of pay.

**2.03** Up to two (2) members from the executive board may be granted with permission of the Commissioner, time off to attend to Union business. Not more then two monthly meetings involving

four (4) tours in the aggregate. The Maximum tours allowed hereunder would not exceed twenty-four (24) per calendar year.

**2.04** Changes in the Association Representative also will be made forthwith in writing.

### **ARTICLE 3**

#### **DUES DEDUCTION**

**3.01** The Employer agrees to deduct membership dues in accord with M.G.L.A., Chapter 180, Section 17A.

**3.02** The Employer shall make deductions required herein and shall remit the aggregate amount deducted to the Treasurer of the Association together with a list of all such employees who have paid said dues in accordance with the above. The remittance shall be made at least one (1) time per month, and mailed to the Springfield Police Supervisors Association, P.O. Box 3493, Springfield, Massachusetts 01103.

**3.03** It shall be a condition of employment that all employees in the bargaining unit who are not members of this Association, and who have been employed for thirty days (30) or more, shall pay to this Association an Agency Service Fee. This fee shall not exceed the normal Association Membership Fee.

### **ARTICLE 4**

#### **NON-DESCRIMINATION**

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

### **ARTICLE 5**

#### **DISCIPLINARY ACTION**

**5.01** No employee shall be removed, dismissed, discharged, suspended or disciplined except as provided by law.

**5.02** All interdepartmental charges against a unit member shall be initiated no later than ninety (90) days following the alleged offense, and a hearing on said charge shall be held within a reasonable time thereafter. In the event that charges are initiated subsequent to ninety (90) days, as set forth above, the City will have the burden to prove that such delay was caused by circumstances beyond the control of the department, which rendered the initiation of charges impracticable within the time period specified herein above.

**5.03** 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 Association representative before submitting such report.

**5.04** The Department will not have included within an employee's personnel file any complaint which has been unfounded or withdrawn.

**5.05** Upon conclusion of an investigation or the failure of the Department to satisfy the mandatory time frames in section 2 of this article, a member shall receive a written disposition of the alleged charges or misconduct.

## **ARTICLE 6**

### **HOURS OF WORK**

**6.01** The hours of work of the Springfield Police department shall consist of three shifts: 1. Days, 6:45am to 3pm or 7:45 am to 4pm; 2. Early Nights, 2:45pm to 11pm or 3:45pm to 12am; and Late Nights, 10:45pm to 7am or 11:45pm to 8am. These shifts shall be arranged, assigned and administered by and under the direction and sole control of the Commissioner.

The employer shall obtain volunteers for those shifts commencing one (1) hour earlier than the standard shifts which are defined as commencing at 7:45am, 3:45pm and 11:45pm. If the number of volunteers is less than the number required to man such shifts, the employer may assign employees by seniority as the shift demands.

**6.02** The regular hours of duty for unit members shall be so established that the average weekly hours of duty in any year shall not exceed thirty-nine (39) in number. This shall be accomplished as follows:

- a) All said Permanent Police Officers shall work four (4) consecutive days-on and shall have two (2) consecutive days-off. Thereafter such four (4) days-on and two (2) days-off shall drop back one day every week. The working cycle for the four (4) and two (2) work week shall be completed in six (6) calendar weeks. In each six (6) week period a Permanent Police Officer who shall actually work the six (6) weeks cycle shall receive fourteen (14) regular days-off. The Commissioner may change this day off schedule for those Permanent Police Officers whose assignments are such that it would not be feasible to have them on a rotating schedule, as described above.

**6.03** Except during the fifth and sixth weeks of the six-week cycle, time worked in excess of forty-one and one-quarter (41 ¼) hours in any one (1) week shall be considered overtime and shall be paid at an hourly rate equal to one and one-half (1 ½) times the hourly rate of his base rate of pay for his average weekly hours of duty which is established at thirty-eight and one-half (38 ½) hours. During the fifth and sixth week of the six-week work cycle, time worked in excess of thirty-three (33) hours shall be considered overtime and shall be compensated at said overtime rate.

**6.04** Each employee shall be allowed one-half (1/2) hour for a meal during each tour of duty. The meal period shall be scheduled as near as possible to the middle of the tour duty.

**6.05** Notwithstanding the provisions of Section 1 through Section 4 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. Compensation for such additional work shall be paid in accordance with Article 7.

**6.06** The Commissioner, may in case of any 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 (1 ½) rate for each hour or fraction thereof of duty performed on days off or during vacation.

**6.07** It is further understood and agreed that the City will make reasonable effort by means of reassignment, filling vacancies as they occur and rescheduling, if necessary, to implement the so-called four (4) and two (2) work schedule of the entire department. The City expressly declares that the practices of granting overtime to members of the unit or the creation of additional unit classifications will not be engaged solely for the purpose of implementing the four (4) and two (2) work schedule or as a consequence thereof.

**6.08 A)** Officers assigned to community policing shall be assigned to a regular 4 & 2 work schedule as provided by Section 2. 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.

**B)** Officers assigned to community policing shall be assigned to a regular shift as provided by Section 2. By mutual agreement between an officer and immediate supervisor, officers may substitute regular hours of work other than those provided by Section 2, so long as during any Sunday through Saturday period, the officer has the same number of regular work hours as would be provided by Section 2. There shall be no substitution of the hours of work for the purpose of avoiding the payment of court time.

**6.09** Effective July 1, 2007 hours of work will be increased by one half hour. The parties will execute a side letter which specifies the technical amendments of the contract. (See attached Exhibit B).

## **ARTICLE 7**

### **OVERTIME**

**7.01** All assigned, authorized or approved service outside of an employee's regularly scheduled tour of duty (other than off-duty paying police details) including service on an employee's scheduled day off, or during his vacation, shall be deemed overtime service and employees shall be compensated therefore at the rate of time and one-half (1 ½) their straight time hourly rate of pay. For all the holidays specified in

Article 11, overtime service shall be compensated at the rate of double the applicable straight time hourly rate. This provision shall apply retroactively to July 1, 2006.

**7.02** 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 for 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 tour.

**7.03** Overtime pay shall not include swapped tours of duty between individual employees by their mutual agreement. The exchange shall not be construed as a violation of Article 1.

**7.04** Overtime service shall not include an out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty.

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

**7.06** All assigned, authorized or approved services outside of an employee's regularly scheduled tour of duty, including service on an employee's regular time off or during his vacation, when rendered to a department of the Employer other than the Police Department, shall be performed at the time rated as that established for "Outside Details" as provided for in Article 8 of this Agreement.

**7.07** For work at polling places in connection with elections, employee shall be paid at the regular rate for the first eight (8) hours, thereafter at overtime rate. Available unit members will be hired on a first priority basis.

**7.08** All members of the Association shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any Association member who declines to work overtime on a voluntary basis.

**7.09** Association 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 Commissioner shall be required to work overtime on an assigned basis. Overtime shall be distributed to all Association members on an equitable and fair basis, including duty at polling places on primary and election days.

**7.10** While assigned to the Crime Prevention Bureau, Detective Bureau, Youth Aid Bureau, Record Bureau, Plainclothes Division, Internal Investigation Unit, the Garage Supervisor and the Radio Repair Division, an employee shall receive a overtime compensation as set forth in Section 1. Compensatory

time may, at the option of these employees, 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 (200) hundred straight time hours are reached. All hours worked under this section beyond two (200) hundred hours shall be compensated in cash payment in an employee's regular payroll check. With a reasonable notice, any compensatory time converted to cash payment. Compensatory time will be, in all other aspects, treated consistent with "Fair Labor Standards Act." This will be operative in the pay period starting August 15, 1993.

**7.11** Except during the fifth and sixth weeks of the six-week work cycle, time worked in excess of forty-one and one-quarter (41 ¼) hours in any one (1) week shall be considered overtime and shall be paid at an hourly rate equal to one and one-half (1 ½) times the hourly rate of his base rate of pay for his average weekly hours of duty which shall be established at thirty-eight and one-half (38 ½) hours.

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

**7.12 Plain Clothes Officers Overtime**

It is understood, and agreed that, in the event plain clothes officers are required to work outside their regularly scheduled hours and performing the duties normally performed by uniformed officers, they will be entitled to overtime compensation as uniformed officers are so compensated.

**ARTICLE 8**

**OUTSIDE DETAILS**

**8.01** 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. The City, under the provisions of General Laws, Chapter 44, Section 53C, hereby establishes an administrative fee of ten (10%) percent. Rule 29 of Section 4 of the Department's Rules and Regulations will be literally applied so that twenty-four hour limitation as to outside work will include court time, non-departmental employment but will not include departmental overtime.

**8.02** An employee covered by this Agreement shall be assigned to supervise each outside paid police detail involving three (3) or more patrolmen or police women at one location. However, a superior officer may be assigned to perform a non-supervisory detail when the prospective employer justifies to the assigning officer the need for an officer with a rank higher than patrolman and agrees to pay the prescribed rate for superior officers. Such assignments shall be made by the Commissioner or his designate representative on a voluntary basis to off-duty superior officers and shall be distributed among the members of the bargaining unit as equitably as possible. The Commissioner shall maintain a record of all such assignments, which may be examined by a representative of the Association at reasonable times and upon reasonable notice. The "justification" referred to in this section as to a requesting vendor is other than a particular person but rather on the basis of service that the detail

involves e.g. a supervisor may be appropriate. It is to be treated on a per request basis. This rate will be at 1.25 the top step of a Sergeant.

**8.03** The rates of Outside Details shall be as follows:

a) The rate of outside details shall be paid according to the following schedule:

From 30 days following November 9, 2007 to June 30, 2010, all bargaining unit members shall be paid at the rate of \$49.50 per hour for outside details.

From July 1, 2010, all bargaining unit members shall be paid at the rate of \$55.00 per hour for outside details.

b) Rates for Holidays including Christmas Eve and New Year's (commencing at 4:00 p.m. on such Eve) will be double (2) the hourly rate at the Sergeant's last step.

c) If an employee is not notified three (3) hours before a cancellation of an outside police detail, a minimum of four (4) hours pay shall be paid to such employee.

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

**8.05** For the purposes of this Article, the Springfield Housing Authority, so long as the source of police protection funding is from the City of Springfield, will be treated as a City Department.

**8.06** 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.

**8.07 a)** The Department agrees to assign a superior officer off duty to supervise extra detail patrolmen when the number of extra detail patrolmen reaches six (6) or more during day or the evening hours.

Between 25 and 45 patrolmen, two superior officers will be assigned when the number reaches forty-five patrolmen. The following chart may be used:

1. At least 6 patrolmen but less than 25 patrolmen – One Supervisor
2. At least 25 patrolmen but less than 45 patrolmen – Two Supervisors
3. At least 45 patrolmen or more – Three Supervisors

**b)** The numbers would be determined by the number of jobs commencing in the following time frames:

7:00 A.M. to 3:30 P.M. and 4:00 P.M. to Midnight and counted in one (1) time frame.

c) Supervisors would be hired for four (4) hour intervals and would be assigned specific hours at the discretion of the Department. The Department could modify the starting and ending times for the four (4) hour detail.

d) In the computation of the six (6) extra detail patrolmen, those assigned to the Civic Center, elderly housing project or a detail wherein a superior officer is required, due to the nature of the outside detail, will not be included in the six (6).

e) The hours of the detail will not be less than four (4) and the starting and ending time will be at the discretion of the Commissioner. For Budgetary considerations, the hourly rate for the detail will be equal to the rate stated in Article 8.03 (a) irrespective of the superior officers rank.

**8.08 Periodic Adjustment:** The parties agree that the present job rates and administrative costs will remain the same until the parties mutually agree to different rates and/or administrative costs. In the event of adjustment, the rates will be approved by the Commissioner prior to implementation.

**8.09 a)** There will be no eligibility to work an outside detail on the same day that an employee is on injured on duty, sick leave or bereavement leave.

**b)** Funding of these payments will be derived from the ten (10%) percent administration fee so that it is not an appropriation from the general fund. The fee is the continuing revenue source for payment purposes.

**8.10** Effective 30 days after City council approval, in addition to and separate from any other provision required by Article 8 Outside Details, one (1) superior officer on an overtime basis (time and one half the Sergeant's rate of pay a the last step) and volunteer basis, shall be assigned between the hours of 2230 and 0230 hours the next day, on Thursday, Fridays, and Saturday, at a location to be determined by the Commissioner.

## **ARTICLE 9**

### **HOLIDAYS**

**9.01** On and after July 1, 1995, the holiday benefit of eleven (11) holidays will be merged into the base rate and the wage adjustment dated on such date reflects this change. On and after that date, an employee who works the day as a scheduled day will be paid an additional (4.125) hours (at straight time). An employee who is scheduled off but is called in to work as overtime will receive the overtime rate as set forth in Section 1, Article 7, Overtime.

**9.02** For the purposes of administering the provisions of this Article, the holidays shall be on those dates set forth in Section 3.

**9.03** The following shall be considered holidays for members of the bargaining unit who actually work the day:



1. New Years Day
2. Martin Luther King, Jr.'s Birthday
3. Washington's Birthday
4. Patriot's Day
5. Memorial Day
6. July 4<sup>th</sup>
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

**9.04 a)** In the event that the City declares a Holiday, other than those listed in Section 3 above, all employees covered by this Agreement shall be entitled to one day (1) of compensatory time, which shall be taken within ninety (90) days of such holiday.

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

## **ARTICLE 10**

### **VACATIONS**

**10.01** On January first of each year every member of the bargaining unit who has been a permanent member of the Department for at least six months shall be entitled to a vacation of not less than two weeks during such year, without loss of pay: provided that a member who has not been such for a period of at least six months on said January first, shall be entitled to a vacation upon the anniversary date of his appointment. Such vacation shall be granted at such time or times in the opinion of the board or officer in charge of such force will cause the least interference with the performance of the regular work of such force.

- a)** For five (5) years of service, but less than ten years of service, a vacation of three (3) weeks.
- b)** For ten (10) years of service, a vacation of four (4) weeks.
- c)** For twenty (20) years of service or more, a vacation of five (5) weeks.
- d)** Effective July 1, 2003: For fifteen (15) years of service or more a vacation of five (5) weeks. The parties have agreed that SPSA members will not be eligible for these additional tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.

- e) Effective July 1, 2003: For those with twenty (20) years of service or more a vacation of six (6) weeks. The parties have agreed that SPSA members will not be eligible for these additional tours until after January 1, 2004 with the exception of those who retire between July 1, 2003 and December 31, 2003.
- f) A "week" shall consist of seven (7) days, i.e. seven (7) vacation tours off.

**10.02** The vacation periods for Supervisors 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:

- a) During the month of December Commanding Officers shall contact every member of their command, in order of seniority as contained in the official Department Roster 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.
- b) During the month of January Commanding Officers shall again contact every member of their command who is entitled to more than two weeks vacation in the manner prescribed in the previous paragraph and shall assign a second vacation to such members by seniority by granting their nearest choice which is available.
- c) The above vacations shall be predicated on the basis of five (5) days vacation and two (2) days off from each week of vacation time due. Therefore, all vacation weeks shall commence on a Sunday and end on the following Saturday.

**10.03** The Commissioner shall determine the number of employees in each squad or bureau to be allowed on vacation at one time.

**10.04 Floating Vacation Days**

- a) 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 the permission of his commanding officer. The Commissioner may determine 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. 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."
- b) Effective for Calendar 2002, bargaining unit members who have Five (5) weeks of vacation will be allowed to take three (3) of the five weeks as individual floating vacation days.

**10.05** The Commissioner shall determine how many employees from any one (1) day off group may take vacation leave during any vacation period in each squad or bureau.

**10.06** Vacation schedules shall not be effective until they are submitted to the Commissioner by commanding officers of the squads and bureaus and are approved in writing by the Commissioner. The schedules shall then be posted in each squad and bureau by the commanding officer.

**10.07** 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 Commissioner.

**10.08** 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 member to the same vacation weeks or close to the vacation weeks if they are available.

**10.09** Any employee who takes unpaid leave of absence of three months or less before resuming employment, shall suffer no loss of vacation benefits. Any employees who takes unpaid leave of absence of more than three months before resuming employment shall suffer no loss of years of service for 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 and the denominator of which is 365. Any fractional day of vacation leave due an employee pursuant to this calculation will be rounded up to the next whole day. (Example A: employee with twelve years of service takes leave of absence from December 1 to March 31. Upon returning from leave of absence on April 1, the employee will have 19 days vacation leave (28 days reduced by 121/365, rounded up) for use during the 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 of vacation leave (28 days reduced by 123/365, rounded up) for use in the following year.)

**10.10** Notwithstanding the provisions of Paragraph 1 through 10, if any emergency exists, or the needs of the public safety so 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 without pay, i.e. a day off for each day or part of day, which he is required to work.

## **ARTICLE 11**

### **SICK LEAVE**

**11.01** The employer shall continue its present sick leave program during the term of this contract as prescribed in the City of Springfield Revised Ordinances, Chapter 18, Section 31-40

Refer to sections 2.60.240 through and including 2.60.300 in present City Ordinances.

#### **11.02 Work Incentive Program**

Effective July 1, 2001, The calendar year is hereby broken down to consist of three (3) incentive periods:

- Period One: The period between July 1, and October 31<sup>st</sup>  
 Period Two: The period between November 1<sup>st</sup> and February 28<sup>th</sup>  
 Period Three: The period between March 1<sup>st</sup> and June 30<sup>th</sup>

An employee who is not absent more than one day due to disqualifying absence in an incentive period shall earn monetary payment of one hundred and twenty five dollars (\$125.00) per incentive period as of July 1, 2007, and one hundred and fifty (\$150.00) per incentive period as of July 1, 2009. 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). Absence due to unauthorized leave within the period.
- 4). Absence due to any leave of absence within a period whether paid or unpaid.

For the 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 authorized bereavement leave provided for contractually.
- 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 12**

### **BEREAVEMENT LEAVE**

**12.01** Employees covered by this Agreement shall continue to enjoy the bereavement benefits as prescribed in the City of Springfield Revised Ordinances, Chapter 2, Section 2, -43A as amended. (Refer to sections 3.24.030 in present City Ordinances)

## **ARTICLE 13**

### **INSURANCE**

**13.01** The parties agree that health insurance is to be provided pursuant to the Agreement between the City and the Public Employee Committee entered into under the provisions of G.L.c 32B §19.

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

**13.03** The provisions of this article are not subject to the grievance and arbitration procedure of the collective bargaining agreement. (Does not affect the SPSA's rights under Section 19).

## **ARTICLE 14**

### **UNIFORM ALLOWANCE**

**14.01** The Employer agrees that during the duration of this contract it shall allocate one-sixth (1/6) of the total appropriated for uniforms for Department to be used for the replacement of the following items and numbers of items listed below for members of the Association:

- (1) 1 Trouser
- (2) 1 Blouse
- (3) 1 Winter Shirt
- (4) 1 Summer Shirt
- (5) 1 Overcoat
- (6) 1 Winter Cap
- (7) 1 Summer Cap
- (8) One time – 1 pair of trousers July 1, 2001

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

**14.03** It is understood that the amount of money which the Employer shall provide for the duration of this contract for the above-mentioned articles as determined by two (2) semi-annual regular uniform inspections.

**14.04** It is understood and agreed that the Association shall have the right to inspect the Tally Sheet and results of the Uniform inspection at reasonable times and after reasonable notice of a desire to see the same.

**14.05 A)** Leather jackets will no longer be issued as of this date. Effective July 1, 1999, Leather Jackets will be replaced with Waist length Bauer reversible jackets with liner and Winter Parkas. As to the Parkas, half the bargaining unit will receive the replacement Parkas in Fiscal year 2000. The second half of the parkas will be issued in early Fiscal year 2001.

**B)** Leather Jackets shall continue to be worn if they can pass inspection until April 1, 2002 after which they will no longer be allowed to be worn. The parties agree that the above ban as of April 1, 2002 will not be implemented if Local #364 (Patrolmen) are allowed to continue to wear leather jackets.

#### **14.06 Clothing Maintenance Allowance**

**A)** Effective July 1, 2006, the Employer shall grant a clothing maintenance allowance of four hundred (\$400.00) dollars per year to all members of the bargaining unit.

**B)** Effective July 1, 2008, the Employer shall grant a clothing maintenance allowance of four hundred and fifty (\$450.00) dollars per year to all members of the bargaining unit.

**C)** Effective July 1, 2010, the Employer shall grant a clothing allowance maintenance allowance of five hundred (\$500.00) dollars per year to all members of the bargaining unit.

## **ARTICLE 15**

### **NO RIGHT TO STRIKE – ASSOCIATION ACTIVITIES**

**15.01** All lawful Association activities are protected hereunder. Notwithstanding any provisions herein contained, nothing shall be construed to abridge the right of any authorized representative of the Association to communicate with the citizens of the community on issues which effect the welfare of the Association members. This right will not extend to include the disclosure of confidential information or facts which jeopardize or otherwise prejudice the security of any person, organization or entity within the City.

**15.02** Both the Association and the Employer recognize and acknowledge that is unlawful for any employee to engage it, induce or encourage any strike, work stoppage, slow down or withholding of services, and it is agreed that neither the Association nor any employee covered by the terms of this Agreement shall engage in any such act or activities.

**15.03** The Association agrees that neither it nor any of its officers or agents will directly or indirectly call, institute, authorize, participate in, finance, sanction or ratify any such strike, work stoppage, slow-down or withholding of services.

**15.04** In consideration of the performance by the Association of its obligations herein, there shall be no liability on the part of the Association or its officers or agents for any damages resulting from an unauthorized breach of this Agreement contained in this Article by individual members of the Association.

**15.05 Withholding of Dues.** The City reserves the right to discontinue the withholding of Union dues and the Agency Service Fee in the event that a violation of M.G. L.A. Chapter 150E, 9A takes place. Such discontinuance may be invoked forthwith upon breach of such M.G.L.A., 150E, 9A and will not be re-implemented until the parties meet and mutually agree to such re-implementation of the withholding of Union dues and/or Agency Service Fee.

**15.06 Planning-Committee** (Evaluation of Performance Assessments)

A committee composed of representatives from the Springfield Police Supervisors Association will be named. These representatives will be appointed by the SPSA. It shall represent all ranks and work with the Police Commissioner to establish a performance assessment or evaluation instrument for the purpose of evaluating the job performance of supervisors.

**ARTICLE 16**

**MANAGEMENT RIGHTS**

**16.01** 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 by this Agreement.

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

**16.03** The parties agree that the removal of the following language from the Memorandum of Agreement between the parties, dated December 16, 1998 and from the negotiations shall not in any manner or fashion be used in future proceedings including but not limited to court, administrative litigation, grievance or interest arbitration, mediation or negotiations,

“The parties agree that the Commissioner of the Springfield Police Department or his/her designee has the right to assign or not assign members of the bargaining unit to the Computer Assisted Dispatch (CAD) room.”

**ARTICLE 17**

**INDEMNIFICATION**

**17.01** Indemnification provisions as provided by the Massachusetts General Laws shall continue and shall be governed according to such provisions. Matters concerning indemnification will not be subject to the grievance procedure contained within this agreement.

**ARTICLE 18**

**SAFETY**

**18.01** A Safety Committee comprised of three (3) members of the Association shall meet with the Commissioner his designee at the request of either party to discuss and make recommendations for improvements of the general safety and health of the employees covered by this Agreement.

**ARTICLE 19**

**GRIEVANCE PROCEDURE**

**19.01** Only grievances or disputes which may arise between the parties concerning the application or interpretation of this Agreement, shall be grievable hereunder.

Nothing contained herein or under this contract will be construed to compel the Employer to act or perform any actions contrary to the provisions of federal or state law.

Statutes, which the parties lack the authority to contract inconsistent with, will not be the subject matter of the grievance hereunder. Such statutes include retirement matters (M.G.L.A. Chapter 32), Indemnification (M.G.L.A. Chapter 41 Section 100), and such other subject matters of a similar nature i.e. not specifically listed in 7d of M.G.L.A. of Chapter 150E.

**19.02** Grievances shall be processed as follows:

**Step 1 Commanding Officer.** The Association representative, with or without the aggrieved employee shall present the grievance in writing, signed by the employee, to the grievant's commanding officer. The Commanding Officer shall attempt to adjust the grievance informally or respond within ten (10) days. The Commissioner will be notified as to the identity of the Association representative in writing forthwith upon his/her selection.

This submission will be made within ten (10) days of the incident giving rise to the grievance or within ten (10) days of the knowledge to the individual grievant of the facts giving rise to the grievance.

In the event of non-adjustment at Step 1, the Association may move the grievance to Step 2 within ten (10) days of Step 1 response. If there was no response, not later than ten (10) days after the response was due.

**Step 2 Police Commissioner** If the grievance is not settled at Step 1 within ten (10) days, the grievance may be submitted to the Police Commissioner not later than ten (10) days after the response was due by an Association Grievance Representative or the grievant. If the grievance is not settled at Step 2 within ten (10) days, the grievance may be submitted to Arbitration or Mediation. If the Commissioner fails to respond within ten (10) days of the grievance being submitted to him/her, the Association may move to Step 3 within ten days after the lapse of ten (10) during which the Commissioner should have answered.

**Step 3 Arbitration or Mediation** If the grievance is not settled at Step 2 within ten (10) working days after a response was due, the Association or the Grievant, may submit the grievance either to a) mediation or b) Arbitration.

Submission to arbitration must be made within thirty (30) days after the expiration of the ten (10) working days referred to herein with written notice of to the City or thirty days after an unsuccessful mediation effort. The arbitrator shall be selected from the below list of mutually agreeable arbitrators:

Marcia Greenbaum, Mark Grossman, James Litton, Nancy Peace.

The arbitrators will be rotated on an alphabetical basis for each grievance rising to the level of submission to arbitration. At the end of the fiscal year, by notification to the other party, the name of one or all of the arbitrators, may be deleted by either party. If no arbitrator can be agreed upon, the



parties will utilize the American Arbitration Association who shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall be shared equally by the parties. Either party may employ a public stenographer at the arbitration proceedings, at the expense of such party.

**19.03 Expedited Arbitration.** Upon mutual agreement of the parties for issues which require an expeditious decision, the parties will attempt to have the arbitration held within sixty (60) days following the receipt by the Office of Labor Relations of the submission to arbitration, which included notification of the request for an expedited arbitration.

**19.04** The option to pursue arbitration in a matter of suspension, dismissal, removal or termination which is otherwise governed by the provisions of Section thirty-nine and forty-one to forty-five inclusive of Chapter thirty-one will be at Step 4 of the procedure outlined above and no later than ten (10) working days exclusive of Saturday, Sunday and holidays receipt of the action taken by the Appointing Authority or its designee. Once the option is exercised in favor of grievance arbitration such procedure will be the exclusive procedure for resolving any such grievance.

**19.05** Any incident which occurred or failed to occur prior to the effective date of this Agreement, shall not be the subject of any grievance hereunder.

**19.06** The decision of the arbitrator shall be final and binding upon the parties; except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to effective date of this Agreement, or which modified or abridges the rights and prerogatives of the municipal management under Article 16 of this Agreement.

**19.07** Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be subject to grievance or arbitration hereunder.

**19.08** The Association Grievance Committee Representative and the grievant, may attend any meeting or hearing provided for herein. Both the Association and the grievant shall have the right to be represented by counsel during all steps of the grievance procedure after Step 2.

**19.09** No member of the Association shall leave his duty assignment to present, discuss, or investigate a grievance without first obtaining the consent of his immediate superior officer and such consent shall not be unreasonably denied.

**19.10** A grievance shall be considered adjusted upon failure of the grievant to appeal the grievance to the next step within the designated time prescribed in this Article.

**19.11** The Association Grievance Committee representative and the grievant may attend the meetings or hearings described in the grievance procedure at police headquarters or elsewhere, during their duty hours. No deduction for pay shall be made for regularly scheduled duty time lost by the grievant or the Association Grievance Committee representative in attending said meetings or hearing.

**19.12** The submission required by Step #2 may be accomplished by depositing a copy of the written grievance together with a statement signed by the grievant as to his reason for such submission to the Commissioner or his Administrative Assistant.

## **ARTICLE 20**

### **COMMUNITY POLICING**

**20.01** This agreement recognizes that the SPD is adopting a Community Based Problem Oriented Policing Strategy (CB POP) emphasizing geographic accountability based on neighborhoods. In this strategy, officers are assigned to specific geographic subdivisions of the City and engage in a variety of place and specific crime control, order maintenance, and fee reduction tactics.

**20.02** Although Supervisors' tours of duty while in uniform assigned to patrol district are a seniority pick, assignment to a particular district will be the result of a process involving the eligible Sergeants, Lieutenants and Captains and their Commanders.

**20.03** For the purposes of implementing a department-wide CB POP strategy the provisions of this article shall apply to personnel assigned to the policing districts and to personnel assigned to tactical anti-crime units in the patrol division.

## **ARTICLE 21**

### **COURT TIME:**

**21.01** 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, Police Commission or Show Cause Hearings shall be paid:

- a)** The minimum compensation for an employee who is required to appear as a witness on a work day shall be three (3) hours at the overtime rate of compensation.
- b)** For any employee subject to the provisions of the Section, the minimum compensation shall be for the first four (4) hours of attendance, and any time in attendance in excess of four (4) hours, shall be compensated at the overtime rate of compensation, without limitation. This provision shall apply retroactively to July 1, 2006.
- c)** For the purposes of this article, compensatory time shall be governed by the provisions of the Overtime Article 7, Section 10.

**21.02** A unit member who, while off duty, is required to go to the courts above 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 (2) hours pay at the time and one-half (1 ½) rate for such appearance.

**21.03** When a member who, while off duty 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 is 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 1 of Article 7.

**21.04** Unit members who are summoned and appear while off duty as witnesses in a criminal proceeding while member's participation therein is incidental to his service as a member of the Springfield Police Department, but which proceeding is initiated or being prosecuted by the law enforcement agency of another City, Town or Governmental agency, shall have the benefit of this Article apply to his appearance. Such unit member shall notify his superior officer in advance of such appearance and be subject to any reporting requirements that the department may prescribe.

**21.05 Court time – Out of State – Subpoena Excess of 125 Miles**

1. Officers will be carried on Special Duty when on duty on the date or dates subject to subpoena.
2. Officers on a work day will not be required to work their shift regardless of their shift assignment.
3. Officers on a day off will be paid at the rate of time and one-half for all hours worked with a minimum of eight (8) hours.
4. Any hours worked in excess of an eight (8) hours work day will be compensated at time and one half. Work is defined as; travel to and from the City of Springfield.
5. Travel may be approved in a Department vehicle within a 250 mile radius when available and approved by the Commissioner or Designee.
6. The bargaining unit employee will not be responsible for hotel or lodging, but may be reimbursed reasonable expenses for lodging or hotel. Responsibility for payment of lodging/hotels, meals, and airfare for an employee will be decided by the appropriate law enforcement agencies prior to departure.
7. The Department will pay the agreed rates established by the City of Springfield for uncompensated meals with receipts after return.
8. The Department will incur replacement costs for officers regularly scheduled tours when necessary.
9. Officers who stay overnight will receive a one hundred (\$100) dollar stipend per night.

**21.06 Court Time – Out of State Prisoner Pick Up In excess of 125 miles**

1. Officers will be carried on Special Duty when on duty during the duration of the prisoner pick up.
2. Officers on a work day will be required to complete an eight (8) hour shift contiguous with the assignment but will not be required to report for another shift assignment that date.
3. Officers on a day off will be paid at the rate of time and one-half for all hours worked with a minimum of eight (8) hours.
4. Any hours worked in excess of an eight (8) hour work day will be compensated at time and one-half. Work is defined as; travel to and from the City of Springfield, any time spent with the prisoner or providing security, and official meetings with law enforcement or court officials.
5. Travel may be approved in a Department vehicle within a 250 mile radius when available and approved by the Police Commissioner or designee.
6. The bargaining unit employee will not be responsible for hotel or lodging, but may be reimbursed reasonable expenses for lodging or hotel. Responsibility for payment of lodging, hotels, meals and airfare for an employee will be decided by the appropriate law enforcement agencies prior to pickup.
7. In the event the Department pre-agrees to pay for any of the above expenses the employee will be required to submit receipts within five (5) days.
8. Officers who stay overnight will receive a one hundred (\$100) dollar stipend per night. In the event an officer is with the prisoner overnight they will be paid time and one half and the stipend will not apply.
9. In addition to any other payment, an officer will be paid four (4) hours at the overtime rate for each day such officer is required to be more than 125 miles from Springfield.

#### **21.07 Training**

1. All elective specialized training must be approved by the Commissioner or designee. Factors to be considered will include the applicability and nexus to the duties and responsibilities of the officer, cost incurred, including tuition, personnel replacement costs and any investment made by the individual officer.
2. Officers will be carried Special Duty In-Service Training for part or all of days of approved training.
3. Officers on a work day will not be required to work all or part of their regular shift assignment (as agreed) with the approval of their Commanding Officers. Commanding Officers will ensure that there is adequate staffing prior to approval.

4. Officers will not be entitled to any overtime pay for hours worked in excess of their eight hour duty assignment. This includes travel time to and from training or training that exceeds an eight hour session either before or after.
5. Travel may be approved in a department vehicle within a 250 mile radius.
6. The Department is not responsible for hotel or lodging bills, or arrangements unless approved in advance in writing by the Commissioner or designee.
7. The Department with advanced approval by the Commissioner or designee will pay the agreed rates for uncompensated meals with receipts after return from any out of city training sessions.
8. All officers will submit to the Commissioner's Office a copy of all materials received and proof of course completion.

## **ARTICLE 22**

### **MISCELLANEOUS**

**22.01** 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.

**22.02** Should any provision of this Agreement be found to be in violation of any Federal or State 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 the request of either party to negotiate a proper provision to replace any provisions which have been found to be in violation of the law.

**22.03** The Employer agrees that Commanding Officers of each squad shall determine in the spring and fall of each year when his squad will change into, and out of summer caps and shirts.

**22.04** The reports of Patrolmen reporting off duty shall be taken by the oncoming appropriate superior officers.

**22.05** Wherein applicable, at the discretion of the Commanding Officer 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 reasons upon shown, without loss of pay.

**22.06 a)** The present practice of Squad "A", "B" and "C" assignments based on seniority and qualifications shall continue for the duration of this Agreement.

**b)** The parties agree that a unit member who is assigned to fill a particular vacancy in Squad "A", "B" and "C" shall remain on that shift until another vacancy occurs, either by death, retirement or transfer.

c) No unit member shall have the right to “bump” another unit member in Squad “A”, “B” and “C” unless said vacancy occurs as indicated above.

d) Nothing contained is to present a conflict with Chapter 31. In the event there is a conflict, the provisions of M.G.L.A., Chapter 31, shall override this contract provision.

**22.07** The City shall provide bulletin board, table, four chairs and a lamp to be used by the Supervisors in their locker room.

**22.08** The Police Department will provide the Association President or his designee, for his convenience, a copy of all appropriate Departmental Orders issued under Rule 1, Section 3 of the Springfield Police Department Rules and Regulations and all Department Policies and Procedures which are reduced to written form.

**22.09 Residency**

The parties agree that by July 1999, they will meet on the issue of residency for all members of the unit appointed after January 1, 1999. Such discussion will be conducted in accordance with Article 22, Miscellaneous – 22.09.

**22.10 Officer Identification**

(a) Immediately after the ratification of this Agreement, Unit members will wear identification tags in addition to their badges. The tags will set forth an identification number for each unit member (i.e. Capt. Seniority #, Lt. Seniority # and Sgt. Seniority #). The identification numbers will be placed directly below and centered beneath the badge parallel with the pocket. These identification tags will be rotated at reasonable intervals based upon retirements, etc. Unit members will have updated photos taken which will be kept updated not more frequently than every six (6) months.

(b) The parties have agreed that the Joint Labor Management Committee (JLMC) will retain jurisdiction regarding the identification of unit members by name or number. After December 21, 1999, either party can petition the J.L.M.C. for re-involvement in this important issue during the term or extension of this agreement.

(c) The parties agree that the J.L.M.C. continues to have jurisdiction in this matter during the term of this Agreement or Extension thereof and if requested to be re-involved is authorized to reach a conclusion in accordance with its operating procedures.

**22.11 Promotional Material:**

Upon request made at least four (4) business days in advance, the employer agrees to provide any candidate for promotion, at least forty-eight hours before a promotional interview, any and all information provided to the Commissioner for his consideration of a candidate for promotion. Any material not so provided to the candidate shall not be used in any manner or fashion by the Commissioner.

**22.12 REORGANIZATION:** The parties agree to conform the agreement to the reorganization of the Police Department to reflect the office of Police Commissioner.

**22.13 PROTECTION OF WORK OPPORTUNITIES** The Employer agrees not to employ any person or persons to perform the duties of Department Sergeants, Lieutenants, or Captains as presently performed and so long as performed by the Springfield Police Department Sergeants, Lieutenants, or Captains except within the provisions of Massachusetts General Laws, Chapter 31.

**22.14 BURACKER REPORT**

The City and the SPSA agree subject to the paragraphs listed below and to the collective bargaining agreement, provisions of state and federal law and obligations to negotiate, to implement the recommendations of the document titled, *A Management Study of the Springfield Police Department* prepared by Carroll Buracker & Associates, Inc.

- A. The parties will execute a document which specifies those recommendations to which the SPSA does not object or asserts are not subject to the collective bargaining agreement or provisions of law.
- B. The parties will additionally execute a document that reflects the parties' understanding on specific issues related to the Buracker Report and collective bargaining issues. See attached Exhibit A.
- C. In the event the City desires to consider participating in a regional lock-up facility during the term of the collective bargaining agreement, it may do so and neither the City nor the SPSA have waived any rights or obligations by deferring further action on the subject at this time.
- D. The City may create a joint public safety dispatch system which replaces the current 911/dispatch system operated in the Springfield Police Department. Such public safety dispatch system may be located in a place determined by the City and staffed by personnel who are not members of the SPSA. Prior to implementing such a system, the City will meet with the SPSA to discuss and resolve safety, supervisory and such other issues as may be raised by the SPSA relating to the public safety dispatch system.
- E. The City may create a test program to assess the effectiveness of video cameras in police cruisers. The test program will be limited to two (2) vehicles operated by officers who volunteer to participate in the test. Prior to commencing the test program or soliciting volunteer participants, the City shall publish a document specifying the requirements and procedures for the use of video cameras. Prior to publishing that document, the City will meet with the SPSA to discuss the content of the document. The test program will be for a period not to exceed a year, after which the City and SPSA may initiate bargaining over whether and upon what terms, to continue to use video cameras in cruisers. Neither the City nor the SPSA by agreeing to participate in this test

program shall obtain or waive any rights they have regarding the use of video cameras in police cruisers.

- F. As the operation of the CAD room and the Booking area are of critical importance to the operations of the department and welfare of its officers as well as the citizens of the City of Springfield, the parties agree not to waive, compromise or relinquish any rights comprehended in these areas of concern and reserve any rights with respect to the same.
- G. The parties agree to discuss the promotional process for the positions of Lieutenant and Captain, including but not limited to the use of assessment centers as part of a labor-management committee. Neither party waives any rights regarding the promotional processes for the Lieutenant and Captain positions. The parties if requested, will satisfy their bargaining obligations prior to any change.

**22.15 Mobile Digital Recording System:**

The SPSA agrees to the concept of visual and audio recording systems in all SPD vehicles. In addition, the parties agree to the formulation of a Joint Study Committee comprised of four (4) members of IBPO Local 364 (appointed in accordance with the JLMC Award JLMC-13-2559), four (4) members of the SPSA appointed by the Association President and four (4) management officials appointed by the Police Commissioner.

The Joint Study Committee shall meet regularly to develop mutually agreed upon policy recommendations to be referred to the respective IBPO and SPSA Bargaining Committees in advance of the negotiations for a successor contract to the July 1, 2013 – June 30, 2016 Collective Bargaining Agreement.

**22.16 Interchange of Work Hours:**

Any officer desiring to change his day off may do so if he/she can “swap” with an officer having the day desired, within a six (6) week cycle, subject to the approval of the superior.

**ARTICLE 23**

**EDUCATIONAL INCENTIVE PROGRAM**

**23.01** In recognition that unit members are engaged in an 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 unit members, the Employer shall, on and after July 1, 1979 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 Commissioner, a payment of:

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

Seven (7%) percent 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 educational 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 and be predicated upon the degree certification attained as of the prior September 1.

Unit members, paid pursuant to Section 1 hereof, and who lack a degree certification will receive the benefit to which they were entitled as of December 1978 under the proceeding plan. An increase of 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 and 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 from 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 the 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 payroll 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, or 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.

**23.02 (a)** Effective September 1, 1993, current Educational Incentive remains in effect for employees who do not qualify for the “Quinn Bill” benefits; departmental employees who are promoted into the bargaining unit who are receiving benefits will continue to do so. No new enrollees, effective upon the passage of 108 M.G.L.A Chapter 41. No employee will receive benefits under both Provisions. The election of benefits will be the responsibility of the employee.

**(b)** The benefits for fiscal 1994 are to be paid to eligible members in November 1993. Roll-out costs are not to be affected by the Quinn Bill.

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

**23.03 (a)** Police Officers eligible for benefits pursuant to G.L. c. 41, §108L shall receive such benefits regardless of reimbursement by the Commonwealth of Massachusetts to the City. Police Officers not eligible for G.L. c. 41, §108L benefits shall receive 50% of such benefits, if they satisfy the degree requirements of that statute.

**23.03 (b)** Police Officers eligible for benefits pursuant to G.L. c. 41, §108L shall receive the following educational incentive, regardless of the contribution by the Commonwealth of Massachusetts to the City of Springfield:

- 10% base salary increase for an Associate’s Degree;
- 20% base salary increase for a Bachelor’s Degree;
- 25% base salary increase for a Master’s Degree.

**23.03 (c)** Effective July 1, 2014, Police Officers not eligible for benefits pursuant to G.L. c. 41, §108L shall receive the following educational incentive benefits:

- 5% base salary increase for an Associate’s Degree;
- 10% base salary increase for a Bachelor’s Degree;
- 12.5% base salary increase for a Master’s Degree.

## **ARTICLE 24**

### **SALARY SCHEDULE**

**24.01** The salary ranges for the members of the bargaining unit during the balance of this agreement will reflect a wage differential spread (as to the base) between the Sergeant and Lieutenant as well as between Lieutenant and Captain of seventeen (17%) percent as follows:

**24.02 Salary Schedule July 1, 2013-June 30, 2016**

|                 | <b>Sergeant</b> | <b>Lieutenant</b> | <b>Captain</b> |
|-----------------|-----------------|-------------------|----------------|
| <b>07/01/13</b> | 1388.00         | 1624.00           | 1901.00        |
| <b>07/01/14</b> | 1438.00         | 1682.00           | 1969.00        |
| <b>07/01/15</b> | 1467.00         | 1716.00           | 2009.00        |
|                 |                 |                   |                |

**24.03** In exchange for agreeing to the operational changes contained herein effective June 30, 2014 a 1.5% stipend shall be applied across-the-board to the salary schedule in effect on June 29, 2014. This increase is reflected in the rates above.

**ARTICLE 25**

**RETURN TO WORK POLICY**

**25.01** The parties recognize that under certain circumstances, both the City of Springfield and an officer may benefit from a light limited duty assignment. An employee who has a disability due to sick leave or injuries and/or illness sustained in the performance of duty may return to work under the conditions contained herein.

**25.02** If after missing twenty four (24) working shifts, an officer on Injured on Duty is unable to return to full duty status, then the City designated physician may commence to examine the officer to determine the officer's fitness to perform light/limited duty and whether such duty is expected to assist an employee's return to full duty. Before making a determination the City physician shall consult with the officer's attending physician.

**25.03** If the City's designated physician and attending physician are unable to agree concerning the officer's ability to perform light duty, the two physicians shall elect a third impartial physician, in the relevant specialty area, from a list of Massachusetts physicians maintained by the Massachusetts Medical Society, to examine the officer and render an opinion. The cost of this examination shall be borne by the Department.

**25.04** Each physician who administers an examination under this procedure shall be provided, by the City, a detailed analysis of the physical requirements of the light/limited duty tasks specified therein, and shall be asked to make their determination of the fitness of the examined officer to perform the specific physical requirements of each light/limited duty task and over all duty and whether such duty assignment, shall assist in returning an employee to full duties. Each doctor's report shall specify in writing the reason(s) for the doctor's decision and conclusions.

**25.05** The determination of the third examining physician shall be binding on all parties. If indicated, such light duty shall be effective immediately, or if not indicated, the officer shall continue to be carried on Injured On Duty status or sick status whichever is applicable.

**25.06** In the event that an officer is assigned to light duty, such light duty shall not interfere with ongoing medical treatment. Officers on light duty may be permitted to receive required medical treatment during assigned duty hours or being granted time off as appropriate so that he/she is not required to work more than eight (8) hours. When a police officer is required to receive medical attention during duty hours, such hours shall be considered as his/her hours worked in the computation of his/her weekly shift, not to include overtime.

**25.07** If an officer is assigned to light duty, the officer shall be assigned to the officer's regular shift for such light duty and shall have Holidays and weekends off. Notwithstanding the foregoing, if the officer's physician certifies in writing that the officer's recovery would be enhanced by working the day shift, then the officer will assigned the day shift assignment.

**25.08** An officer on light/limited duty status shall not be held responsible for failure to render emergency assistance. Light duty is understood by the parties not to be used as a means of punishment or punitive in nature but to enhance an officer's return to work. An officer will be assigned to duty that is commensurate and that comports with the officer's rank and heretofore performed by officers of the same rank and shall not sit idly if there is no legitimate work available. Light/limited duty shall not be make-work or demeaning or subject a higher ranking officer to the jurisdiction of a lower ranking officer.

**25.09** The general duties of a Light duty assignment may include:

1. Dispatching Supervision
2. Teletype operations.
3. Training (non-physical).
4. Clerical work of a supervisory nature.
5. Crime prevention (citizen's assistance and operation ID).
6. Assist property and evidence room.
7. Computer operations.
8. Other limited/light duty tasks agreed upon by the Commissioner and the Union.

**25.10** An Officer may be eligible for Outside Detail if the medical data so provides and the Commissioner does not object because of the nature of the available detail. If no details are available a Supervisor officer shall be assigned to administrative duties for outside details for four (4) hours commensurate with normal rotation.

**25.11** Limited duty assignments shall not affect the shift assignments of the members unless they agree to be affected. Employees shall be assigned limited duty on the same shift as their assignments before the injury, except as provided above.

**25.12** Light/limited duty assignments are not of a permanent duration and shall not continue longer than set periods of time not to exceed one (1) year. Light/limited duty shall not be considered part of permanent personnel.

**25.13** The City agrees that any employee who works less than a full week on light/limited duty shall be considered on injured on duty status for the lost/time or sick leave, whichever is appropriate, and shall be paid in accordance with M.G.L.A. Chapter 41 section 111F or sick leave, if appropriate.

**25.14** Disputes regarding interpretation of the application of this Policy will be subject to the grievance/arbitration procedures contained in the collective bargaining agreement.

**25.15** Once application for retirement is made, the employee shall return to his prior Injured On Duty status or sick leave whichever is applicable. If the Local Retirement Board denies his application, the employee shall return to modified duty only to the remainder of the employee's one year term. (The one year term shall not include that period of time that the employee's application for retirement was pending).

**25.16** An employee shall be eligible for all rights, benefits, and privileges without diminution under the collective bargaining agreement.

**25.17** An employee who has been assigned to light/limited duty shall have the employee's status reviewed every forty-eight (48) working tours or at an earlier time if competent medical evidence requires. If the employee's attending physician certifies that the employee is no longer medically capable of performing light/limited duty assignment, the employee shall be immediately returned to the previous status and shall remain there until the matter is evaluated.

**25.18** An employee who is given a release to work full duties by the employee's treating physician and/or City's physician shall be returned immediately to full duty unless there is competent medical evidence to the contrary.

**25.19** An employee who is on sick leave or who is injured on-duty leave may request, at any time, to perform light/limited duty. The employee shall be afforded the opportunity to perform light/limited duty if the Commissioner, SPSA and employee agree.

**25.20** Notwithstanding any contract provisions to the contrary, in order to resolve a c.41 §100 or §111F IOD dispute, either party is entitled to process such a dispute through the grievance procedure, including to arbitration pursuant to Article 19 terms.

## **ARTICLE 26**

### **TRAINING UPDATE**

**26.01** Members of the bargaining unit who as a result of a hearing before the Commissioner and who are therefore ordered to be retrained by the Commissioner will have a memo to that effect placed into their personnel file.

**26.02** Members of the unit who are ordered to undergo a training update by the Commissioner without a hearing, will have a notation which will be placed in the IIU file of that particular complaint.

**26.03** In the event that an officer is ordered to undergo a training update, upon successful completion of such training update, whoever is responsible for the training update will attached a notice that the officer has successfully completed the training update with the original order for training update.

**ARTICLE 27**

**TEMPORARY WATCH COMMANDER**

**27.01 a)** A unit member of the rank of Lieutenant who is assigned as a fill-in by the Commissioner to perform the duties and assume the authority and responsibility of a Watch Commander for a full tour of duty shall be paid additional compensation at the rate of the lowest step Captain for a full tour.

**b)** Effective July 1, 2013 the additional compensation described in the preceding paragraph shall be the hourly rate of the lowest step Captain for a full tour. Example: (Subtract the Lt's hourly rate from the Captain hourly rate and multiple by 8.25 to get a daily rate.)

|            | Weekly Rate | Hourly Rate<br>(Weekly divided<br>by 38.5 hours) | Add'l Daily Compensation for Temp.<br>Watch Commander |
|------------|-------------|--|---|
| Captain    | \$1901.00   | 49.3766  |   |
| Lieutenant | \$1624.00   | 42.1818  | \$7.1948 p/hr x 8.25 hrs = \$59.3571                  |

**27.02** No compensation shall be paid unless the unit member performs such duties for a full tour of duty; provided however, that a unit member relieved from such duties prior to the termination of such tour by order of the Commissioner, except for cause or arrival on duty or return to duty of the officer normally assigned to Watch Commander's duty, shall be entitled to the amount set forth above.

**27.03** Notwithstanding the above; The City agrees that Squads "A", "B" and "C" and the Investigations Unit, Strategic Impact Unit, Information Services and Quality Assurance shall at all times be commanded by a superior officer (Lieutenant or above). If Squads "A", "B" and "C" are not commanded by a Captain, the Superior officer regularly assigned (Lieutenant) in command shall receive Captains pay on a per shift basis. In the event that the Captains in the Investigations Unit or Strategic Impact Unit, Information Services and Quality Assurance are absent for more than ten (10) consecutive work days, the Superior officer regularly assigned (Lieutenant) in command shall receive Captains pay on a per shift basis. The Unit/Bureau captain shifts are defined as Monday through Friday day shift only.

**ARTICLE 28**

**DRUG and ALCOHOL POLICY**

**SUBSTANCE ABUSE**

**28.01** The purpose of this program is to establish the fact that the City and its employees have the right to 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 with alcohol or drugs. However, nothing contained herein shall be construed to prevent disciplinary action for [any infractions of Department rules, policies or procedures or] any misconduct.

**28.02** 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 upon the reasonable suspicion standard [herein provided].

**28.03** The City shall provide a suspected employee and the SPSA with a written report evidencing reasonable suspicion no later than twenty-four hours after the suspected employee is directed to submit to drug testing.

**28.04** 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.

**28.05** 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 SPSA officials with a compelling need for this information.

**28.06** The following information shall be provided to 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 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.

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

1. Balance           sure/unsteady/questionable
2. Walking         steady/unsteady/questionable

- 3. Speech clear/slurred/questionable
- 4. Attitude cooperative/uncooperative/questionable

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

**28.09** 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 City to be reviewed by the physician designated by the City for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient 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 requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

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

**28.11** The City shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.

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

**28.13** An employee shall be accorded the right of Union representation for either breath or urine testing provided that the securing of such representation does not unreasonably delay the conduct of such test.

Testing for alcohol may be done either by Breathalyzer or by urine sample. The Breathalyzer test shall be performed by a certified Breath Alcohol Technician (BAT). If alcohol testing is done by Breathalyzer and if the test result is positive, either the Employer or the employee may request a confirmatory urine test at a certified laboratory.

Testing for drugs shall be done at a certified laboratory. Urine testing shall be done with due regard for the chain of custody. Each urine sample shall be subdivided into primary and split specimens. If the primary specimen has a positive test result, the employee shall be deemed to have tested positive unless the employee within 72 hours after the consultation with the MRO requests that the split specimen be tested at another certified laboratory. If the



split specimen also has a positive test result, then the employee shall be deemed to have tested positive. In cases where the employee has requested further testing, i.e., the testing of split sample, and the test is positive, the employee shall bear the expense of the test of the split sample. If the split specimen has a negative test result, then the primary specimen shall be deemed to have been negative, and the employee shall be recorded as having a negative test result overall. All testing costs shall be borne by the Employer except where otherwise specified in this Policy.

All test results shall be reviewed by a medical review officer prior to the result being reported to the Employer. In the event of a positive test result, the MRO shall contact the employee and conduct an interview to determine if there are any legitimate reasons for the positive test result. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO will report the test result as a negative result. The employee shall bear no testing costs under circumstances where the MRO declares a negative test result. The Employer may be asked by the MRO to assist in getting the employee to contact the MRO; the MRO shall divulge no testing information to the Employer prior to reporting the test result to the Employer. Any employee who has a final positive test result on the first occasion for alcohol/drugs shall receive no discipline provided the employee seeks and participates in treatment for his/her condition.

Any refusal to participate in treatment shall result in the discharge of the employee.

Any employee who has a positive test result for drugs/alcohol on the second occasion or subsequent occasions shall be subject to discipline up to and including termination of employment excepting an initial positive test result, followed by a positive first return-to-work test result.

**28.14** Any interference with the testing process or a refusal to submit to testing shall be grounds for disciplinary action up to and including termination. Interference with the testing process includes, but is not limited to, the following: tampering with a specimen, offering bogus specimens, substituting specimens, altering specimens, and obstructing the test process. In the event that a test result is a dilute negative as defined by the MRO, an employee will be subject to retesting and will bear the cost of such retest.

**28.15** Any employee who voluntarily comes forward at any time prior to undergoing a test for drugs/alcohol or being charged criminally regarding drugs/alcohol and discloses to the Employer that s/he has a drug/alcohol problem shall be granted an opportunity to seek treatment, shall be granted 30 days paid administrative leave for such treatment, and shall further be permitted thereafter to use accumulated sick or vacation leave for the period of treatment, and shall not be subject to discipline. First-time treatment which arises in the

course of employment by the City shall be at no cost to the employee for the duration of the time the employee is on paid administrative leave plus any time covered by use of the employee's sick and/or vacation leave. The SAP bears the responsibility for determining the employee's treatment plan after consultation with the employee's counselor, if any.

Following treatment an employee will be subject to return to work testing and follow-up testing pursuant to the terms set forth in this contract with respect to each.

Nothing herein shall preclude disciplinary action against an employee who is under criminal investigation for drug/alcohol related misconduct.

**28.16** An alcohol level of .03 or greater shall be considered a positive test result. An employee with an alcohol level of .01 to less than .03 will be relieved of duty; in such event the employee may, if s/he chooses, use sick leave, vacation leave, compensatory time, or leave without pay to cover the balance of his/her absence from the remainder of the shift.

The drugs tested for shall be those comprising the standard DOT 5 panel screen, namely, marijuana (THC), cocaine, amphetamines, phencyclidine (PCP), and opiates including heroin, OxyContin, & oxycodone. Standard cutoffs shall be used in determining whether or not an employee has a positive test result. Standard cutoffs and the drugs tested for may be changed by agreement of the parties.

An employee who has a valid prescription for medication and who receives a positive test result shall bring such prescription to the attention of the MRO.

**28.17** Employees who are out of work due to an on-the-job injury may be required to be available for drug/alcohol testing if they are otherwise authorized by this article.

Except as otherwise provided in this Drug/Alcohol Policy, the Employer shall bear all costs associated with the alcohol/drug testing of its employees.

**28.18** Any disputes concerning the interpretation or application of Article 32 shall be resolved through the parties' grievance and arbitration procedure (**Article 19**).

**28.19** Should any portion of this Alcohol/Drug Policy be held unlawful by any court of competent jurisdiction within Massachusetts, the remaining provisions of this Policy shall remain enforceable provided that the portion struck down does not so cripple the policy as to make it dysfunctional. The parties agree to try to negotiate a substitute provision for any provision struck down.

**ARTICLE 29**

**DURATION**

**29.01** This Agreement shall become effective on July 1, 2013, and shall remain in effect until June 30, 2016. On request of either party, negotiations for a new Agreement shall begin on or after October 1, 2015. This agreement shall remain in full force and agreement during the period of negotiations.

IN WITNESS WHEREOF THE CITY OF SPRINGFIELD has caused its corporate seal to be affixed and these presents to be signed in its name and behalf by Dominic J. Sarno, its Mayor, Timothy J. Plante, Chief Administrative and Financial Officer and Springfield Police Supervisors Association caused these presents to be signed in its name and behalf by its President, duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**CITY OF SPRINGFIELD**

**SPRINGFIELD POLICE  
SUPERVISORS ASSOCIATION**

By: \_\_\_\_\_  
Dominic J. Sarno, Mayor

By: \_\_\_\_\_  
Lt. Norman F. Charest, President

By: \_\_\_\_\_  
Timothy J. Plante, Chief  
Administrative and Financial Officer

By: \_\_\_\_\_  
Paul Hynes,  
Association Attorney

**Certified as to Appropriation:**

**By: Representatives for the Negotiating Team:**

By: \_\_\_\_\_  
City Comptroller

\_\_\_\_\_

**In proper form and properly executed:**

\_\_\_\_\_

By: \_\_\_\_\_  
Assistant City Solicitor

## EXHIBIT A

The following issues of concern regarding the Buracker Report were discussed between the City and the SPSA with Commissioner E. Flynn's input and the following understanding was reached:

A. Civilianization of department positions.

The City and the SPSA agree that the civilianization of the Springfield Police Department may occur which may displace Association members from their current assignments in order to free up more members for use in positions to be determined by the Commissioner in achieving a higher public police presence on the street. Such civilianization or reassignment will not in any way be intended to impact members by taking away their supervisory authority in the chain of command, or by taking away the members' decision making role in the department. The replacement of members by civilians will not in any way be construed as a method to deplete the Association membership through loss of work opportunities or a failure to staff roster positions through attrition, rather it will be a mechanism to reassign members to more visible assignments outside of the building.

B. Career development of patrolmen.

The institution of a Field Training Officer or any new rank levels beneath Sergeant within the Department shall be for the purpose of improving the quality of performance of patrol officers and is not intended to displace the supervisory duties, authority or decision making roles of Sergeants or other members of the Association.

C. Uniforms.

The Current agreement regarding type and design of uniforms and member designation will remain in effect.

D. 4 & 2 Day work schedule.

The description and examination in the Buracker Report of the 4 & 2 day work schedule versus the 5 & 2 day work schedule is for illustration purposes only and the City and SPSA agree there is no intent by either party to change the current department scheduling practices.

The following changes are to be made in the collective bargaining agreement between the City and the SPSA to reflect the change to the Police Commissioner, replacing the Chief of Police and the Board of Police Commissioners.

A. Article 2.03 - Delete Chief and replace with Commissioner.

B. Article 6.01 - Delete Chief of Police and replace with Commissioner.

C. Article 6.02 - Delete Chief of Police and replace with Commissioner.

- D. Article 6.05 - Delete Chief and replace with Commissioner.
- E. Article 6.06 - Delete Chief of Police and replace with Commissioner.
- F. Article 7.09 - Delete Chief of Police and replace with Commissioner.
- G. Article 8.02 - Delete Chief of Police and replace with Commissioner in both instances.
- H. Article 8.07 - Delete Chief and replace with Commissioner.
- I. Article 8.08 - Delete Board of Police Commissioners and replace with Commissioner.
- J. Article 8.10 - Delete Chief of Police and replace with Commissioner.
- K. Article 10.03 - Delete Chief of Police and replace with Commissioner.
- L. Article 10.04 - Delete Chief of Police and replace with Commissioner.
- M. Article 10.05 - Delete Chief of Police and replace with Commissioner.
- N. Article 10.06 - Delete Chief of Police and replace with Commissioner in both instances.
- O. Article 10.07 - Delete Chief of Police and replace with Commissioner.
- P. Article 18.01 - Delete Chief of Police and replace with Commissioner.
- Q. Article 19.02 - Delete Commission and office of the Chief and replace with Commissioner, delete Chief of Police and replace with Commissioner, delete Step 3, delete 4 and replace with 3 and delete 3 and replace with 2.
- R. Article 19.12 - Delete or Step #3, delete Chief of Police and replace with Commissioner and delete or the Chairman of the Board of the Police Commissioners or the Board's Clerk.
- S. Article 21.05 - Delete Chief of Police and replace with Commissioner.
- T. Article 21.07 - Delete Chief of Police and replace with Commissioner in both instances, delete Chief and replace with Commissioner in both instances and delete Chief's and replace with Commissioner's.
- U. Article 22.12 - Delete Police Commission and replace with Commissioner in both instances.
- V. Article 23.01 - Delete Board of Police Commissioners and replace with Commissioner in both instances.
- W. Article 26.10 - Delete Chief and replace with Commissioner and delete Union and replace with SPSA.
- X. Article 26.11 - Delete Chief and replace with Commissioner.

- Y. Article 26.20 - Delete Chief and replace with Commissioner and delete Union and replace with the SPSA and insert the word the before employee.
- Z. Article 27.01 - Delete Police Commission and replace with Commissioner and delete Commission and replace with Commissioner.
- AA. Article 27.02 - Delete Chief of Police and replace with Commissioner.
- BB. Article 28.01 - Delete Chief and replace with Commissioner.
- CC. Article 28.02 - Delete Chief and replace with Commissioner.

In addition, the following changes are to be made in the collective bargaining agreement between the City and the SPSA to reflect changes to more current information or to correct previous errors.

- A. Article 3.02 - Delete 130 Pearl St. and replace with P.O. Box 3493 and insert 01103 after the word Massachusetts.
- B. Article 7.08 - Delete the last four words "Association members shall have."
- C. Article 7.09 - Insert the four words "Association members shall have" at the very beginning.
- D. Article 22.09 - Delete entire article.

## EXHIBIT B

As the obligation and nature of the administrative and preparatory work prior to commencement of a work shift is unpredictable, however essential to the effective running of the department, there will be no formal scheduled administrative and preparatory time before or after shifts and superior officers shall conduct themselves in a professional manner with regard to those duties and shall be responsible for performing those duties. It is understood between the parties that over the six week cycle, the average weekly work week will be thirty nine (39) hours.

In accordance with the foregoing administrative and preparatory work performed by the members of the SPSA, the parties agree to increase on July 1, 2007, members' weekly pay from thirty eight and one half (38 ½) hours per week to thirty nine (39) hours per week. Except for the increase in weekly pay and hours as identified it is the intention of the parties not to alter any work shifts and overtime provisions as currently practiced. As such, members are expected to adjust their schedules to accommodate the obligations and responsibilities necessary to perform the administrative and preparatory work.

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF SPRINGFIELD**  
**AND**  
**THE SPRINGFIELD POLICE SUPERVISORS ASSOCIATION**

**EFFECTIVE: JULY 1, 2013**

**TERMINATION: JUNE 30, 2016**



# SPRINGFIELD POLICE SUPERVISORS ASSOCIATION

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