AGREEMENT

between

THE CITY OF GREENFIELD, MASSACHUSETTS

and

THE GREENFIELD POLICE UNION, MASSCOP LOCAL 470

This Agreement, entered into by and between the City of Greenfield, Massachusetts (hereinafter referred to as the as the "City") and the Greenfield Police Union, MassCOP Local 470 (hereinafter referred to as the as the "Union") has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences arising between the concerning the terms of this Agreement; to set forth herein the basic Agreement covering wages, hours and other terms and conditions of employment to be observed between the City, its employees and their representative; and to provide the highest level of professional police and public safety services to the citizens of Greenfield.

EFFECTIVE DATE: JULY 1, 2018

EXPIRATION DATE: JUNE 30, 2021

TABLE OF CONTENTS
By Article

		Page
ARTICLE 1	Union Recognition	1
ARTICLE 2	Union Rights	1
ARTICLE 3	Management Rights	2
ARTICLE 4	Scope of Bargaining	3
ARTICLE 5	Discrimination	4
ARTICLE 6	Seniority	4
ARTICLE 7	Hours of Work	5
ARTICLE 8	Wages	6
ARTICLE 9	Overtime	7
ARTICLE 10	Outside Paid Police Details	10
ARTICLE 11	Incentive	11
ARTICLE 12	Holidays	12
ARTICLE 13	Vacations	12
ARTICLE 14	Sick Leave	14
ARTICLE 15	Injury Leave	15
ARTICLE 16	Bereavement Leave	16
ARTICLE 17	Family and Medical Leave	17
ARTICLE 18	Union Leave	18
ARTICLE 19	Military Leave	18
ARTICLE 20	Personal Leave	19
ARTICLE 20(A)	Other Leaves of Absence	19
ARTICLE 21	Insurance and Pension	19
ARTICLE 22	Uniform and Equipment Allowance	20
ARTICLE 23	Dues Deduction	21
ARTICLE 24	No Strike	22
ARTICLE 25	Grievance Procedure	22
ARTICLE 26	Miscellaneous	25
ARTICLE 27	Substance Abuse	25
ARTICLE 28	Time Bank	28
ARTICLE 29	Duration	30
APPENDIX A:	New Hires/Academy	31
APPENDIX B:	Miscellaneous	32
APPENDIX C:	Shift Schedule	34

TABLE OF CONTENTS
By Subject

Subject	Article/Section	Page
Academy Provisions	6..... (3) (and App. A)	4, 31
Bereavement Leave	16	16
Call Back	9..... (6)	9
Childbirth Leave	17... (2-3)	17-18
Court	9..... (5-6-7-8)	8-9
Detective Bureau Work Schedule	Appendix C	34-35
Discipline (Union Rights)	2..... (1-2-3)	1-2
Discipline with Just Cause	3..... (1)	2
Discrimination	5..... (1-2)	4
Dry Cleaning Uniforms	22... (4)	21
Duration	29	30
Employment of Non-Bargaining Unit Personnel	3..... (4)	2
Family and Medical Leave	17... (1-2)	17-18
Firearms Qualification	26... (4)	25
First Refusal on Vacancies	9..... (9)	9
Grievance Procedure	25	22-24
Holidays Paid	12	12
Hours of Work	7	5-6
Incentive Pay	11	12
Injured on Duty (IOD)	15	15-16
Injured on Outside Paid Police Details	15... (5)	16
Insurance and Pension	21... (1-2)	19
Management Rights	3..... (1-2-3-4)	2
Military Leave	19... (1-2-3-4)	18-19
Motor Vehicle Accident Coverage	26... (2)	25
Massachusetts Police Association Leave	18... (2)	18
Negotiating Committee	1..... (3)	1
No Strike Clause	24	22
Officer-in-Charge (OIC)	7..... (8) (and App. B)	6, 32
Other Leaves of Absence	20(A)	19
Outside Paid Police Details	10... (1-2-3-4-5)	10-11
Overtime	9..... (1-3-5-6-7-8-9-10)	7-9
Paid Lunch	7..... (6)	5
Personal Leave	20	19
Personal Vehicle Use	9..... (11)	9
Range Pay	26... (4)	25
Reprimands	2..... (2)	1
Roll Call Pay	8..... (6)	7
Rules and Regulations Implementation	26... (1)	25
Scope of Bargaining	4	3
Seniority	6	4-5
Shift Bids	6..... (4)	4
Shift Differential	8..... (2-3-4)	6-7

TABLE OF CONTENTS
By Subject (continued)

Subject	Article/Section	Page
Shift Swap	7..... (9)	6
Sick Leave	14	14-15
Stress Days	14... (5)	15
Substance Abuse Procedure	27	25-28
Time Bank	28	28-30
Training	3..... (2d)	2
Training, Mandatory	26... (5)	25
Training Time	26... (3)	26-28
Uniform and Equipment Allowance	22	20-21
Union Dues	23... (1)	21-22
Union Leave	18... (1-2-3)	18
Union Recognition	1..... (1-2)	1
Union Rights	2..... (1-2-3)	1-2
Vacations	13	12-14
Wages	8..... (1)	6
Work Day (Defined)	7..... (3)	5

ARTICLE 1
UNION RECOGNITION

SECTION 1: The City recognizes the Union for purposes of collective bargaining as the exclusive bargaining agent for the unit of all permanently appointed Patrol Officers employed full-time by the City, but shall not represent the Chief of Police, Deputy Chief, Captains, Lieutenants, Sergeants, Auxiliary Patrol Officers, Special Police Officers, permanent Reserve Patrol Officers, Office and Clerical employees of the Police Department, and all other employees of the City, whether or not specifically excluded.

SECTION 2: The Union, as the exclusive representative, shall have the right to act for and negotiate Agreements covering all Patrol Officers in the Unit and shall be responsible for representing the interests of all such Patrol Officers without discrimination and without regard to Union membership.

SECTION 3: The Union Negotiating Committee shall not exceed a total of six (6) members. All negotiating time shall be without pay. Those Committee members whose shift conflicts with negotiating time may request time off from duty without pay for the purpose of negotiating the terms of an Agreement, or supplement thereto. Such time will be limited to a maximum of two (2) employees from the same tour and a maximum of three (3) hours per tour of duty and will be submitted at least twenty-four (24) hours in advance for approval by the Chief of Police or his designated replacement. The members will not be penalized, in any manner, for requesting and/or receiving time off.

SECTION 4: The Parties agree that Patrol Officers following appointment or promotion to a Supervisory rank in any Civil Service capacity (temporary, provisional, etc.) shall no longer be covered by the Patrol Officer Collective Bargaining Agreement but shall be covered by the Police Supervisory Collective Bargaining Agreement. Such Officers shall cease to be covered by the Agreement following his/her return to the Patrol Officer bargaining unit.

ARTICLE 2
UNION RIGHTS

SECTION 1: No employee shall be removed, dismissed, discharged, suspended or disciplined except as provided by Civil Service Regulations and existing laws. Should the City be removed from Civil Service, no employee shall be disciplined or discharged except for just cause.

SECTION 2: If a Superior Officer has reason to reprimand an employee, it shall be done in such a manner that it will not unduly embarrass the employee before the public or before other employees of the Police Department.

SECTION 3: Whenever a report is submitted by an employee and such report reflects that the employee making said report has allegedly committed a crime, such alleged statements shall not be used to violate the constitutional protection against self-incrimination, and to cause a waiver of immunity for the purpose of prosecution; such alleged incriminating statements may be taken into

account with reference to performance of said employee in the violation of his/her public trust; but under no circumstances shall they be used in any manner whatsoever as a waiver of immunity before a grand jury, court of law or in any other court proceeding which would or could result in the sufferance of a penalty whether by fine, imprisonment or both.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1: The Parties agree that the operation of the Police Department of the City of Greenfield, the supervision of the employees and of their work are the right of the City alone and include, subject to the provisions of this Agreement, the making of reasonable rules to assure orderly and effective work, the making of work schedules; the determination of what and where duties will be performed, and of employees' competency; in compliance with Civil Service Law and other laws of the Commonwealth of Massachusetts, and the by-laws of the City, hiring, transfer, promotion, demotion, layoff, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employees and to inform them directly concerning matters or rights of the City.

SECTION 2: Such rights, authority and obligations shall include, but are not limited to, the following:

(a) To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Police Department and bring about discipline.
(b) To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal or Departmental needs.
(c) To recruit, select and determine the number and types of employees required.
(d) To establish basic and in-service training programs and requirements for upgrading Patrol Officers.
(e) To take such measures as the City may determine to be necessary for the orderly and efficient operation of the Police Department.

SECTION 3: The above rights are solely and exclusively the prerogative of the City, subject only to such limitations as are expressly provided for in this Agreement.

SECTION 4: In order to substitute for or to supplement the workforce of the Department, the City shall have the right to employ non-bargaining unit personnel to perform dispatch and desk duties. It is understood, however, that any such employment shall not cause the layoff of a bargaining unit employee nor shall it permit bargaining unit reduction through attrition.

ARTICLE 4
SCOPE OF BARGAINING

SECTION 1: The City and Union shall meet at reasonable times, including meetings in advance of the City's budget-making process, and shall negotiate in good faith with respect to wages, hours and any other terms and conditions of employment.

SECTION 2: This Agreement is subject to all applicable laws or regulations of the Commonwealth of Massachusetts, with both the City and Union agreeing to negotiate according to M.G.L. Chapter 150E, as amended, including applicable Civil Service Rules and Regulations, the decisions of the Massachusetts Ethics Commission and the by-laws of the City, and should any provisions of this Agreement be found to be in violation of the laws of the Commonwealth of Massachusetts, now in effect or enacted at a later date, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the Parties shall promptly meet on request of either Party or other authorized Parties in order to negotiate a proper provision to replace that provision which has been found to be in violation should such replacement be deemed necessary by either Party.

SECTION 3: No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the Parties hereto unless made and executed in writing by said Parties.

SECTION 4: The failure of the City or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the City or of the Union to future performance of any such term or provision, and the obligations of the Union and the City to such future performance shall continue.

SECTION 5: It is understood by the City and the Union that all provisions of this Agreement which require that necessary appropriations be made and authorized by the City Council are subject to said authorization and conditional upon the granting of said authorization by the Greenfield City Council.

SECTION 6: For purposes of this Agreement, the following terms are defined:

(a) *Patrol Officer*: A permanently appointed, full-time employed Officer of the Greenfield Police Department, having the rank of Patrol Officer.
(b) *Officer*: A permanently appointed part-time or full-time employee of the Greenfield Police Department whose duty it is to enforce the law.
(c) *Superior Officer*: Any Officer having the rank of Sergeant or higher.
(d) *Employee*: Any person employed within the bargaining unit by the Greenfield Police Department.

SECTION 7: Unless otherwise agreed in writing, all provisions of this Agreement shall be retroactive to the commencement of the Agreement.

ARTICLE 5
DISCRIMINATION

SECTION 1: Both Parties hereto agree that neither shall discriminate against any employee because of membership or non-membership in the Union.

SECTION 2: Both Parties agree to fully comply with all applicable laws or constitutional provisions prohibiting discrimination on grounds of race, color, creed, religion, sex, sexual orientation, age or national origin.

SECTION 3: All Patrol Officers hired as of March 22, 2001 and subsequent shall comply with M.G.L. Chapter 31, Section 58, regarding residency requirements. All Patrol Officers hired prior to March 22, 2001 shall be subject to this requirement if they change their current residence if presently not in compliance.

ARTICLE 6
SENIORITY

SECTION 1: The Chief of Police shall establish tours of duty for Patrol Officers for the efficient operation of the Department. Subject to the procedures set forth in this Article, the Patrol Officers covered by this Agreement shall have the right to select the tour of their choice, according to seniority; except the Chief shall retain the right, upon reasonable assessment standards, to reassign an Officer when personal or marital conflicts impair or jeopardize Departmental operations. Provided, however, that the grievance/arbitration procedure may be used by the Union on an expedited basis if the Chief is alleged to have abused his discretion in such a reassignment.

SECTION 2: Seniority among Patrol Officers shall be determined by their most recent date of hire and appointment as permanent full-time members of the Greenfield Police Department. Identical appointment dates shall be resolved by granting seniority in order of the Civil Service test score for each appointee from the highest to the lowest.

SECTION 3: If a permanent vacancy occurs within any given tour, by reason of promotion, reassignment, retirement, resignations, death, tour change or the initiation of new tours, that vacancy shall be set forth by the Chief or his designee and made available for bidding by Patrol Officers. An Academy graduate will not be able to bid until six (6) months after service begins after Academy, or one (1) year from date of hire, so Officer's bidding rights will be delayed from six (6) to twelve (12) months but not longer. In the meantime, he/she works as assigned by the Chief.

SECTION 4: All tours in the uniform division will be posted and made available for bidding twice a year. The tour changes will take effect on April 1st and October 1st of each year. The shift bidding will be posted on February 1st and August 1st and that bidding must be completed thirty (30) calendar days later. If a vacancy opens between bidding periods, the Chief may fill the vacancy with the least senior Officer(s).

SECTION 4(a): No more than one (1) reserve/special officer shall be allowed to work any given shift. The exception will be that within four (4) hours' notice of the start of the shift, a second reserve/special officer may be called if a Shift Supervisor is working the shift with the vacancy. The option to use a second reserve/special officer will remain at the discretion of the Shift Supervisor. If the shift is without a Shift Supervisor and the safety of the Officers on that short shift is considered to be in jeopardy, the Shift Supervisor receiving the notification of the vacancy may offer overtime to an Officer already working or call in a regular Officer for overtime while maintaining seniority rights.

SECTION 5: Vacancies on the Detective Bureau or a specialized position shall be filled by appointment by the Chief within the Chief's discretion; however, permanent assignments shall not be made without the consent of the appointee.

SECTION 6: For the purposes of demotions and layoffs, seniority will be calculated in accordance with M.G.L. Chapter 31, Section 33. For choice of vacation, shift assignment or any other contractual benefit, time in grade from their most recent date of permanent full-time appointment with the Greenfield Police Department shall determine order of choice.

ARTICLE 7
HOURS OF WORK

SECTION 1: The schedule will consist of a four-days-on, two-days-off ("4-2") repeating schedule. Shift staffing will be determined by the Chief or his/her designee.

SECTION 2: Nothing contained in this Article shall be construed as limited or restricting the power of the Chief of Police to keep Officers on duty or to assign them to extra duty, at any time, in cases of actual emergency or unusual demand for police services.

SECTION 3: The work day shall begin at the start of the normal eight (8) hour and ten (10) minute shift and last for twenty-four (24) hours thereafter.

SECTION 4: The work week shall begin on Sunday at 0650 hours, and end on Sunday at 0649 hours. This only applies to scheduling, not to payroll.

SECTION 5: Patrol Officers covered by this Agreement shall be afforded a twenty (20) minute paid lunch period which is included as part of their eight (8) hour and ten (10) minute shift.

SECTION 6: Officers designated "Officer-in-Charge" (OIC), designated by the Chief, shall be compensated additionally at a rate equivalent to one hour straight-time rate for each shift worked as OIC, to be placed in his/her FLSA account at the Officer's discretion. OIC pay will be paid at an additional ten percent (10%) of the employee's base on permanent appointment.

SECTION 7: Officers may swap tours of duty within rank with a seventy-two (72) hour notice to the Chief or his designee. It shall be the responsibility of the Officer who agreed to the swap to perform the work and to complete the exchange within three (3) months. No such exchange shall

result in the City being obligated to pay overtime which would not have otherwise been required. The Chief shall have the right to disallow a swap for good cause.

SECTION 8: Officers assigned to the Detective Bureau or a non-uniform function shall have the option of working a 4-2 alternating schedule, or a weekly 5-2 schedule. This option shall be available every calendar year. For each shift bid, any Officer assigned to a non-uniform function may choose either option. There are specific functions that require a Monday-through-Friday work schedule. Officers assigned to those specific functions will be informed prior to their accepting these positions. Non-uniform employees working a 5-2 schedule shall receive the holidays identified in Article 12, plus the Day after Thanksgiving and Christmas Eve Day off in lieu of the 4-2 schedule. In the event a holiday falls on a weekend, such Officers will be afforded the day off on the closest work day. Officers working a 5-2 schedule will also be given six (6) additional administrative days off to be used at their discretion within the fiscal year. The six (6) administrative days will not be allowed to carry over into the following fiscal year, and will be granted pro-rata for Officers who begin a 5-2 schedule after the start of a fiscal year. No compensation will be granted for any unused hours of days.

ARTICLE 8
WAGES

SECTION 1: Weekly wage rates for full-time employees are as outlined in Appendix C effective July 1, 2018, July 1, 2019 and July 1, 2020. Employees eligible for the increases will be those employees in the bargaining unit who were employed in the bargaining unit at the time of the execution of the 2018-2021 Collective Bargaining Agreement. The straight-time hourly rate shall be calculated by dividing the weekly wage rate by forty (40) hours. Step increases will take place on July 1st each year. Step dates will be delayed by the length of time any employee was on unpaid leave during the prior year, except Military Leave.

SECTION 1(a):

(a) Upon appointment, an employee who is Academy trained (or its equivalent certification) will be placed at the Step commensurate with his/her years of full-time police service.

(b) Upon appointment, an employee who is not Academy trained (or its equivalent certification) will be placed on the above schedule at a pay rate of ninety-five percent (95%) of the listed rates; and, after completion of Academy, at one hundred percent (100%) of the pay rate.

SECTION 2: All employees covered by this Agreement, working a shift between the hours of 3:00 p.m. and 11:00 p.m., shall be paid thirty dollars ($30.00) per week (effective in the first payroll period after City Council approves funding).

SECTION 3: All employees covered by this Agreement, working a shift between the hours of 11:00 p.m. and 7:00 a.m., shall be paid forty dollars ($40.00) per week (effective in the first payroll period after City Council approves funding).

SECTION 4: (Detective and School Resource Officer Stipends): Detectives and School Resource Officers shall be paid a Fiscal Year Service stipend of $1,800 when they are so assigned. Service stipend shall increase to $2,000 for an employee when employee attains at least three (3) years of service in any of these capacities. Service stipend shall increase to $2,200 when an employee attains at least five (5) years of service in any of these capacities. Stipends shall be paid on a weekly basis. In the event that an employee ceases serving in any of the aforementioned capacities and subsequently returns to the same position, he/she will have his/her prior service counted in determining the amount of the stipend.

SECTION 5: Night bonus "Shift Differential" shall be paid on a basis of a five (5) day work week, fifty-two (52) weeks per year with the exception of vacation time only.

SECTION 6: All in-grade Step increases will take effect on the first full payroll period of July of any fiscal year rather than on an employee's anniversary date of hire. No Step increase shall be retroactive or take effect unless the Officer has spent the maximum time in grade for his/her Step.

SECTION 7: An employee assigned as Field Training Officer (FTO) shall be compensated with an additional one dollar and fifty cents ($1.50) per hour and two (2) hours of FLSA time per shift when assigned as FTO. The FTO may request either that the added hourly stipend also be paid as FLSA time, or that the FLSA time be paid, but the request is subject to decision by the Chief.

SECTION 8: Longevity pay of one percent (1%) maximum for Patrolmen with ten (10) years' GPD service from their initial date of appointment as permanent Officers. After fifteen (15) years of service, the longevity pay will be two percent (2%); after twenty (20) years of service, the longevity pay will be three percent (3%); and three and one-half percent (3½%) after completion of twenty-five (25) years of service with the City, all to be paid whether in continuous service or combined service if a break in service has occurred (and effective in the first payroll period after City Council approves funding).

ARTICLE 9
OVERTIME

SECTION 1: Each employee shall receive one and one-half (1½) times his/her hourly rate for any time worked beyond his/her scheduled eight (8) hour and forty (40) minute tour.

SECTION 2: After working a tour, an employee shall have at least eight (8) hours off duty prior to starting a second full tour.

SECTION 3:

(a) For overtime hours, each employee may, by mutual agreement of the Chief and the employee, receive pay at one and one-half (1½) times his/her base hourly rate, or at one and one-half (1½) times the hours accrued added to his/her Fair Labor Standards Compensatory Time Account (FLSA). Agreement to past practice for K-9 and training, including special response team training, periods will continue during this contract term. Employees active as of April 2006 shall have the option of accruing up to two hundred (200) FLSA hours at their discretion.

(b) FLSA shall be capped at the legal maximum of 480 hours for each Officer. Employees who reach this cap shall be paid for overtime hours.

(c) Requested use of FLSA will be granted at times requested by the employee, but in no less than one (1) hour increments, unless authorized by the Chief or Designee, when a minimum of forty-eight (48) hours' request notice is given to the Chief of Police, or designee, and as follows:

(1) Regular contractual time-off plans shall take precedent over any FLSA request.
(2) One Supervisor and One Officer per shift will be allowed, up to a maximum of four (4) consecutive days off per request. If staffing permits, more than one Supervisor/Officer's request may be granted, and more than four (4) consecutive days off may be granted, at the discretion of the Chief.
(3) Requests will be granted on a "first come, first served" basis by date of request. Multiple requests submitted on the same date will be determined by Departmental seniority.
(4) Requests of less than forty-eight (48) hours' notice may be granted at the discretion of the Chief, or designee.
(5) It is recognized there may be occasions when a manpower or budget emergency as defined by Departmental policy exists and a request may not be granted.

(d) At the time of employment separation, time in an employee's FLSA may be paid or may be used as early time off prior to the actual day of separation, at the employee's discretion; except if the date of any Early Retirement Incentive (ERI) program would preclude time off in its entirety, any remaining balance shall be as pay or pursuant to Article 28, Section 6, whichever is applicable.

SECTION 4: Daily reports and written complaints will be completed during the regular tour unless directed otherwise by a Superior Officer.

SECTION 5: Employees required to attend training or educational programs approved by the Chief or who are summonsed to attend a judicial, administrative or other legal proceedings for a matter arising out of the employee's official duty, at a time when they are not scheduled to work, shall have the option set forth in Section 3. Any witness fees received by the employee shall be

provided to the City. District Court attendance shall not be required of an Officer on a regularly scheduled vacation as set forth in Article 13, Section 3(a), unless he/she is summonsed by the Defense or ordered by the Presiding Justice or as otherwise provided by law.

SECTION 6: Employees called back to work or to attend a judicial or administrative proceeding shall be compensated for a minimum of four (4) hours at one and one-half (1½) times the base hourly rate. If an Officer is required to attend Court on his/her day off or a pre-scheduled, normally bid vacation, that Officer shall be compensated for a minimum of six (6) hours at one and one-half (1½) times the base hourly rate. Employees called in while off duty to a conference with the Chief or his designee shall be compensated for a minimum of one (1) hour at one and one-half (1½) times the base hourly rate.

SECTION 7: When an Officer of the Greenfield Police Department is forced through a legally served subpoena, summons, etc. to travel outside the State of Massachusetts, for reasons arising or connected with his/her employment as a Greenfield Police Officer, he/she shall be compensated at an overtime hourly rate, beginning from the time he/she departs the Greenfield Police Department and up until the time he/she returns to the Greenfield Police Department. These costs will be the responsibility of the requesting agency and documents approving these costs prior to departure will be received by the Chief of Police. If overnight stays are required, see Article 9, Section 8. Until funds are received from the requesting agency, the City will pay only regular pay and expenses under this Article, with the remaining due and owing payable upon receipt in the first payroll period the monies are received.

SECTION 8: If an Officer complies with Section 7 and is required to go out of state and forced to spend overnight, he/she will be compensated at an overtime rate for sixteen (16) hours out of each day, if this matter takes place on the Officer's regularly scheduled day off. The Officer will be compensated for a minimum of eight (8) hours, if this matter takes place during the Officer's regularly scheduled work day. Until funds are received from the requesting agency, the City will pay only regular pay and expenses under this Article, with the remaining due and owing payable upon receipt in the first payroll period the monies are received.

SECTION 9: Whenever the Department decides to fill a vacancy on a shift covered by a Patrol Officer, created as a result of an Officer's illness, or IOD (Injured-on-Duty), unless the length of the illness or IOD is known in advance to exceed three (3) days, the option to fill that vacancy will be given first to full-time Officers covered by this Agreement. The overtime shift shall be given to the Officers in the same manner as the outside details are awarded. If unable to fill the vacancy with Officers who have signed up in the outside detail book, then Permanent Reserve Officers shall be called to fill that vacancy.

SECTION 10: For the purpose of calculating overtime obligations under the Fair Labor Standards Act, the payroll period shall be twenty-eight (28) calendar days in length.

SECTION 11: When an Officer has to use his/her personal vehicle to attend an approved out-of-town, job-related meeting or Court hearing, he/she shall be compensated for mileage at the City mileage rate.

SECTION 12: An Officer forced to work prior to his/her shift or forced to holdover beyond shift for regular staffing fill-in shall be exempt from another holdover or force-in on his/her next regularly scheduled tour. An Officer may not be required to work more than four (4) hours on a forced holdover or force-in but may volunteer to do so. This Section does not apply to emergency callbacks.

SECTION 13: Any full-time permanent Officer who has been placed on leave, retirement or has been laid off shall be entitled to the provisions of Article 9, Sections 5 and 7 of this Agreement but not to any other Article or Section. This does not include employees who have resigned or been lawfully terminated. Further, under no circumstances will said Officers who are on a leave of any kind or on a layoff receive compensation under the aforementioned Article and Sections at any time after the two (2) year anniversary date of his/her leave or layoff. This pertains to compensation for required Court appearances arising out of his/her prior employment as a member of the Police Department.

ARTICLE 10
OUTSIDE PAID POLICE DETAILS

SECTION 1: The provisions of this Article shall govern the assignments of paid police details to the employees covered by this Agreement when such work is to be provided for a private individual, group, corporation, contractor or any other organization when the City does not pay the Officer directly.

SECTION 2: Such assignments shall be made by the Chief of Police or his designated representative, on a voluntary basis, to off-duty employees and shall be distributed as fairly and equitably as possible. The Chief or his designee shall maintain a record of all such assignments which may be examined by any employee at reasonable times and upon reasonable motion. A refusal of overtime shall be considered as time worked for distribution purposes. Nothing herein shall prevent the assignment of Superior Officers to supervise outside paid details.

SECTION 3: All employees shall, as in all other instances, comply with the orders of Superior Officers while performing such outside details.

SECTION 4: Detail Rate: The compensation for such paid details shall be made in accordance with M.G.L. Chapter 44, Section 53C, along with the following:

(a) All details shall be paid at an hourly rate of forty-five dollars ($45.00) per hour with a four (4) hour minimumAll details worked in excess of four (4) hours will be paid at an eight (8) hour minimum (all effective in the first payroll period after City Council approves funding). After eight (8) hours, the billing shall be in one (1) hour increments. This shall include any and all sub-contractors working for the City of Greenfield. Effective July 1, 2019, the hourly rate will be forty-seven dollars ($47.00). Effective July 1, 2020, the hourly rate will be forty-nine dollars ($49.00).

(b) All Officers shall be paid one and one-half (1½) times the above-stated hourly wage for any time worked on a detail after eight (8) hours.

(c) Details will be deemed an emergency when the Department is contacted four (4) hours or less in advance of the detail regardless of the time of day and will be paid at one and one-half (1½) the detail rate.

(d) All Sunday and holiday details will be paid at a rate of one and one-half (1½) times the above-stated detail rate. Officers will not stay over the time requested without prior notice to the Employer that the rate will be rounded to the next hour for any time past the original request.

(e) For any detail that is cancelled within two (2) hours of the scheduled start of the detail, the four (4) hour minimum will be paid by the requesting agency.

(f) There will be a minimum of two (2) sworn Officers present, and the above-stated rates will be increased by two dollars ($2.00) per hour for any detail where alcohol is supplied, sold or otherwise permitted to be consumed. The decision of the Chief or designee as to whether this provision applies shall be non-arbitral.

(g) The above-stated rate will be increased by four dollars ($4.00) per hour for any strike detail, with a two (2) sworn Officer present minimum.

(h) Grant-funded assignments by the Chief are not to be regarded as covered by this Section.

(i) Employees covered by this Agreement shall have preference for all details requested in Greenfield within the jurisdiction of the Department. If the Chief determines a detail is needed, it will be filled pursuant to GPD policy.

SECTION 5: Assignments to work directly with any other Department of the City of Greenfield will be subject to Sections 2, 3 and 4 of this Article.

ARTICLE 11
INCENTIVE

SECTION 1: Any employee may receive Incentive Pay as provided in the provisions of Chapter 41, Section 108L of the Massachusetts General Laws established by Chapter 835 of the Acts of 1970 of the Commonwealth of Massachusetts, which provides career incentive salary increases for Police Officers, predicated on the accumulation of points earned toward a Masters (25%), Baccalaureate (20%) or an Associate's Degree (10%), to be pursued in an educational institution accredited by the New England Association of Colleges and Secondary Schools. These payments shall be included in base pay as regular compensation.

SECTION 2: New Educational Incentive: A new educational incentive will be implemented effective upon the signing of the successor Agreement and commencing in the first full pay week following the date of signing for new employees (Patrol Officers hired on or after July 1, 2009) and for any Patrol Officer currently ineligible for "Quinn" Bill benefits under the "Quinn" Bill statute (e.g., not eligible for the Quinn Bill educational incentive because of employment in the Department with the lack of any relevant degree prior to July 1, 2009) with following features:

(a) Employees with an "Associates Degree" in Criminal Justice from an educational institution accredited by the New England Association of Colleges and Secondary Schools and approved by the City will be paid a "weekly" amount equivalent to eight percent (8%) of the employee's base pay.

(b) Employees with a "Bachelors" or "Masters" Degree in Sociology, Psychology, Criminal Justice or Business Management from an educational institution accredited by the New England Association of Colleges and Secondary Schools and approved by the City will be paid a "weekly" amount equivalent to twelve percent (12%) of the employee's base pay.

ARTICLE 12
HOLIDAYS

SECTION 1: The following will be considered paid holidays unless otherwise specifically excluded: 1. New Year's Day....2. Martin Luther King's Birthday....3. July 4th....4. Veterans Day....5. Christmas Day....or the following day when any of the aforementioned days occur on a Sunday....6. Presidents' Day....7. Patriots' Day....8. Memorial Day....9. Labor Day....10. Columbus Day....11. Thanksgiving Day. All employees will receive eight (8) hours' pay for such holidays.

SECTION 2: The Chief may require verification for any injury or sickness on major holidays and Christmas and New Year's Eve. Major holidays shall include New Year's Day, July 4th, Labor Day, Thanksgiving and Christmas. Officers actually working the major holidays will receive twelve (12) hours' pay for any eight (8) hour shift (time and a half).

SECTION 3: For purposes of this Article, the holiday shall include the twenty-four (24) hour period commencing at 0001 hours on the holiday.

ARTICLE 13
VACATIONS

SECTION 1: To be eligible for vacation pay, an employee must have worked not less than one hundred and fifty (150) days in the aggregate in the year prior to July 1st and subject to the following provisions. If the City as of July 1st has employed an Officer in any year, full pay shall be granted according to the following schedule (effective July 1, 2019, the two-tiered vacation

system shall end such that all employees shall be granted paid vacation according to the following schedule):

30 weeks to 2 years:	14 days
2 years to 4 years:	15.75 days
4 years to 6 years:	19.25 days
6 years to 8 years:	21 days
8 years to 10 years:	22.75 days
11 years to 15 years:	26.25 days
15 years to 17 years:	28 days
17 years to 20 years:	29.75 days
20 years to 25 years:	33.25 days
25 years and up:	35 days

SECTION 2: Whenever the employment of any employee subject to the provisions of this Section is terminated during a year by layoff, resignation, retirement or death, without his/her having been granted a vacation to which he/she is entitled under this Article, the employee, or in the case of death, the estate, shall be paid at the regular rate of compensation payable at the termination of his/her employment, an amount in lieu of such vacation, provided that no monetary or other allowance has already been made thereto.

SECTION 3: Vacation periods shall be as follows:

(a) Vacation periods begin on Saturday and end on Friday. Each Officer with seniority of one (1) year or more shall bid off two (2) one-week periods during the first vacation bid period. Officers with less than one-year seniority shall bid off a one-week period in order of seniority. He/She shall bid off the remainder of his/her vacation during the second bid period. Bids of one week will be required of Officers with five (5) but less than ten (10) days remaining; bids of two (2) one-week periods for Officers with ten (10) but less than fifteen (15) days remaining; bids of three (3) one-week periods for Officers with fifteen (15) but less than twenty (20) days remaining.

(b) This schedule of vacation periods will become effective in the month of July.

SECTION 4: The Chief of Police shall cause to be posted a list of vacation periods as scheduled in Section 3 of this Article by the first day of each December and remove it on the fifteenth (15th) day of that January.

(a) During this period of time, each employee shall select the desired vacation period from this list according to seniority and shall sign to the appropriate period.

(b) The senior employee shall sign the vacation list within forty-eight (48) hours after the posting of the list. Thereafter, each employee by decreasing seniority shall sign within forty-eight (48) hours of the expiration of the preceding Officers' time period. Officers' days off or sick/injured days shall be excluded from the time

limits. In the event that any Officer fails to sign the vacation list within the prescribed time limits, he/she shall forfeit and yield to the next employee in order.

SECTION 5: All unused additional vacation time to which an Officer is entitled shall be granted at the discretion of the Chief of Police during the time period beginning on the first Monday following the first Sunday in September and expiring on the last day of June. At the request of the employee, the Chief shall have the discretion to allow an employee to be paid for unused additional vacation time, at the straight-time rate, without taking the time off; if the monies are available.

SECTION 6: All Officers with unused vacation time can elect to place it in their FLSA, if their balance allows without exceeding capitation. In cases of remaining time left after transfer to FLSA, such time shall either be paid in full or the employee may request immediate vacation time off if staffing permits, at the employee's discretion. The Union and the City agree to make every effort to utilize as much vacation time during the year as possible. The payment or placement of any time in FLSA will occur on the thirtieth (30th) day of June in each fiscal year, unless time off has been immediately scheduled that extends beyond that date.

ARTICLE 14
SICK LEAVE

SECTION 1: To be eligible for sick leave pay, an employee must have worked not less than one hundred (100) days in the aggregate in the year prior to the anniversary date of hire and subject to the following provisions:

An employee shall be credited with a maximum of fifteen (15) days (i.e., shifts) of sick leave for each year worked, accrued monthly at a rate of one and one-quarter (1¼) days per month. Sick leave may be accumulated to an unlimited amount and, subject to the provisions of Section 3 of this Article and any other provisions pertaining thereto may be used without limitations.

SECTION 2: Leaves of absence for reasons of illness will be granted to any employee known to be ill, when supported by a physician's note, which will be considered satisfactory evidence of such illness. The physician must state the illness. While the employee is on a paid sick leave, seniority will continue to accumulate to a minimum of one (1) year or the length of paid sick leave, whichever is greater. No unpaid absences for reasons of illness will be allowed or authorized until the employee's sick leave account is exhausted.

SECTION 3: Leaves of absence due to sickness shall be subject to the following rules:

(a) Sick Leave allowance shall be authorized only by the Chief of Police upon written application by the employee.

(b) Each employee must notify the Desk Officer/Dispatcher promptly of any absence which is to be computed as sick leave.

(c) The employee should notify the Desk Officer/Dispatcher before starting time on the first day of the absence regarding the intended absence, the anticipated length of absence and any subsequent change in the anticipated length of absence.

(d) Disability incurred through the excessive use of intoxicating liquors and/or narcotic drugs shall be excluded from sick leave allowances except as provided for in the Substance Abuse Section of this Agreement.

(e) The Chief of Police may require satisfactory verification of any claim for sick leave. A physician's note will be considered satisfactory evidence of such illness. The physician must state the illness. Any unreasonable expenses incurred by an employee in complying with this requirement shall be borne by the City.

SECTION 4: All employees upon retirement or death shall receive a percentage of their unused accumulated sick leave, prorated to the date of said event, at their base pay rate, in a lump sum payment, using the following percentages:

20%	1,000 hours or less
22%	1,001 hours but less than 1,500 hours
23%	1,500 hours but less than 2,000 hours
24%	2,000 hours but less than 2,500 hours
25%	2,500 hours or more

There shall be a $5,000 capitation or limit on the maximum payment of unused, accumulated sick leave for employees hired after October 6, 2015.

SECTION 5: An Officer shall have the right at least six (6) hours prior to the start of his/her assigned shift to request the use of a stress day. The request shall be made to the Chief of Police or ranking Officer on duty. A stress day will be requested only when the Officer believes that he/she may be unable to safely perform his/her duties as a result of a situation or event causing personal stress, and for such reasons said request shall not unreasonably be denied. The Officer may provide a "general" explanation to the Chief rather than documenting personal reasons. The City may require appropriate evaluation/consultation in the case of repeated use of stress leave. Stress days shall be deducted from the Officer's sick leave and shall not exceed two (2) days per twelve (12) month period except with the express permission of the Chief, whose judgment as to whether to grant more such leave shall not be arbitrable.

ARTICLE 15
INJURY LEAVE

SECTION 1: Any employee covered by this Agreement shall be compensated while on Injured-on-Duty (IOD) leave in accordance with M.G.L. Chapter 41, Section 111F, as amended. All rights and obligations under this law shall be determined by the state courts. The City, without expense to the employee, may require the employee to be examined by a physician of the City's choice, and will have the right to a complete report from such physician.

SECTION 2: While on Injured-on-Duty (IOD) leave, an employee will be paid in accordance with Article 8 of this Agreement, including any differential applicable to the shift that he/she was regularly assigned to prior to the injury, and including any pay already earned under Article 11 of this Agreement. There shall be no deduction from pay for holidays falling within the leave period. Vacation and sick leave shall be credited as set forth in this Agreement, but such credit shall be reduced by an amount proportionate to the length of the Injured-on-Duty leave during the twelve (12) months prior to the crediting date; the first thirty (30) calendar days of an IOD leave shall not be considered in calculating the reduction. Personal leave is restored pro rata for the year when the employee returns from IOD leave. The provisions of Article 21 shall continue throughout the IOD leave.

SECTION 3: An employee absent from work because of any service-connected accident or injury shall be entitled to reinstatement upon approval of his application to return to work.

SECTION 4: Seniority shall continue to accumulate during an injury leave without limitation.

SECTION 5: Officers working approved outside details are on duty for purposes of this Article. Any employee injured while working an outside paid detail as a Police Officer shall have all medical expenses paid for by the City of Greenfield to the extent of the Police Indemnity Policy. If the employee misses his/her regular tour(s) of duty due to this injury, time off shall be counted as Injured-on-Duty leave and NOT sick leave.

SECTION 6: Officers on IOD leave are ineligible to receive range pay or clothing allowance while on IOD leave until their return to duty. If the employee has been absent on IOD leave for more than one (1) fiscal year when he/she returns to duty, the employee will be paid range pay and clothing allowance solely for the fiscal year in which the employee returns to duty.

ARTICLE 16
BEREAVEMENT LEAVE

SECTION 1: Leave for this purpose shall be granted for up to five (5) working days from the day of the death, up to and including the day of the funeral. In the case of the death of a spouse, child, parent or grandparent, such leave shall include the day after the funeral. All such leaves shall be allowed for a death in the immediate family of the employee and shall not be charged against his/her sick leave.

SECTION 2: Immediate family, as defined in this Section, shall mean spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepsister, stepbrother, stepchild, grandparents or grandchildren of the employee or his/her spouse.

SECTION 3: To accommodate special relationships, employees may submit for Departmental approval the names and relationship information of a "significant other" person which the employee wishes to be considered as immediate family for the purpose of this Article. There can be only one person in the "special relationship" category at a time. Such submissions as well as the City's approval or denial shall be reasonable.

SECTION 4: Additional time off may be allowed in reasonable circumstances at the sole discretion of the Chief. Such circumstances may include, but are not limited to, a death or funeral in another state or abroad.

SECTION 5: Seniority shall accumulate during authorized bereavement leave.

ARTICLE 17
FAMILY AND MEDICAL LEAVE

SECTION 1: In compliance with the City's policy to implement and administer the provisions of the Family Medical Leave Act (FMLA) of 1993, the City and the Union agree the FMLA leave policy governs events such as:

(1) the birth, adoption or foster care placement of a child and for care of that child;
(2) the serious health condition of a spouse, child or parent of the employee;
(3) the employee's own serious health condition.

Pursuant to the policy, all eligible employees are entitled to take up to twelve (12) weeks of unpaid family medical leave during a twelve (12) month period as provided for under the City's FMLA policy definitions and procedures and in conjunction with:

(1) as provided for under any applicable Time Off Plan contained elsewhere in this Agreement; and emergency leave of up to a maximum of seven (7) days per calendar year may be allowed for serious illness in the immediate family as defined in Bereavement Leave of the employee and shall be deducted from the employee's sick time account;

(2) as outlined in the "Paid Leave and Benefits" Section of the FMLA policy; and

(3) any paid leave provided by this Agreement shall run concurrently with and not in addition to any unpaid leave.

SECTION 2: The City and the Union hereby affirm and adopt the Massachusetts Small Necessities Act wherein employees are entitled to twenty-four (24) hours of unpaid leave time in addition to any FMLA leave. Any paid leave as provided elsewhere within this Agreement (Personal Leave) shall run concurrently with and not in addition to any unpaid leave. Such leave includes:

(1) School activities involving the educational advancement of the employee's child;

(2) To accompany the employee's child to a routine medical or dental appointment;

(3) To accompany the employee's elderly parent (60 or older and related by blood or marriage) to routine medical or dental appointments or for appointments for other professional services related to the elder's care.

Employees are notified that all notifications, certifications and questions must be submitted to the Chief.

SECTION 3: A pregnant Officer shall notify the Chief of her anticipated date of delivery. Said Officer shall be relieved of patrol duty one (1) month prior to the anticipated date of delivery, or earlier, as prescribed by a physician. When so relieved, the Officer may be temporarily assigned to Dispatch or other duties without risk to her physical safety, if such duties are available; and such assignments shall take precedence over the assignments made under Article 6 of this Agreement. If, after discussion with the employee and the Union the City determines that no appropriate assignments are available, the City may place the employee on a leave of absence. The City agrees to reinstate the Officer to her former duties, or their substantial equivalent, if she reports as ready for duty after the expiration of any FMLA or any other allowable leave herein.

SECTION 4: Leave under the provisions of this Agreement which are eligible under the FMLA shall be regarded as both FMLA and contractual leave, and the more liberal of the provisions shall apply.

ARTICLE 18
UNION LEAVE

SECTION 1: Two (2) employees may be elected or designated delegates as representatives of the Union, and shall be granted leaves from duty, without pay, for purposes of Union business.

SECTION 2: Two (2) employees, who are designated as delegates by the Police Association, shall be granted leave from duty, without loss of pay, for the Massachusetts Police Association Convention(s), upon notice of such date(s).

SECTION 3: Leaves of absence of up to one (1) year will be granted for Union business without pay and without benefits accruing under the contract and by virtue of their employment; however, seniority shall continue to accumulate during such period.

ARTICLE 19
MILITARY LEAVE

SECTION 1: Any employee who is required to perform military duty with the Armed Forces of the Commonwealth under the Provisions of M.G.L. Chapter 33, Section 54, or being required to serve an annual tour of duty as a member of a Reserve component of the Armed Forces of the United States, shall be granted a military leave of absence as required by law, and shall have his/her military pay supplemented by the City for up to fifteen (15) work days per year in the amount necessary to provide the employee with the total gross weekly income that he/she would have earned in City employment, including Shift Differential and Incentive Pay if applicable.

SECTION 2: A military leave of absence without compensation shall be granted to any such employee called to active duty with the Armed Forces of either the Commonwealth or of the United States for purposes other than the military duty referred to in Section 1 of this Article.

SECTION 3: Seniority shall accumulate during service in the Armed Forces of the United States.

SECTION 4: A military leave of absence with compensation shall be granted to any such employee for the purpose of appearing before any Board under the Selective Service Law or for any physical examinations under said Law, but no such leaves of absence shall be granted for a period of more than one (1) day without approval of the Advisory Board of Review.

ARTICLE 20
PERSONAL LEAVE

SECTION 1: Up to three (3) days (i.e., shifts) per year shall be available to each employee as personal leave. Personal time will be credited on July 1st in any year, or the pro-rata share as calculated by date of hire for new hires. Such leave may be taken at any time, subject to prior approval by the Chief of Police or his designee, but in no less than three (3) hour increments. Such leave shall be with full pay.

SECTION 2: Personal leave not used by June 30th in any fiscal year will be paid in the last payroll period in any fiscal year or placed in the employee's FLSA account at the discretion of the Chief.

ARTICLE 20 (A)
OTHER LEAVES OF ABSENCE

SECTION 1: Leaves of absence for good reason may be granted by the Chief or his/her designee, and upon approval of the Mayor, at their discretion. Leave shall be without compensation and shall not exceed a period of one (1) year.

SECTION 2: Any benefit and seniority accruals shall cease during the period of leave. Insurance costs will be as per COBRA.

ARTICLE 21
INSURANCE AND PENSION

SECTION 1: Employees who are eligible may participate in the group life, accidental death and dismemberment, and general hospital, surgical and medical insurance programs established under M.G.L. Chapter 32B.

SECTION 2: Health insurance provisions are attached as Appendix "D."

SECTION 3: The retirement system and pensions as provided under M.G.L. Chapter 32, as amended, shall be applicable to all eligible employees.

ARTICLE 22
UNIFORM AND EQUIPMENT ALLOWANCE

SECTION 1: Every new Officer entering the permanent force of the Police Department of the City of Greenfield shall be issued one new basic uniform, which shall consist of the following:

(a) One uniform hat and one baseball-type hat
(b) Six shirts (3 long-sleeve and 3 short-sleeve)
(c) Two pairs of trousers
(d) One set of rain gear (cap, coat, boots)
(e) One cruiser jacket
(f) One winter reefer
(g) One black weapon belt with equipment, not issued, as needed
(h) One pair of all-black shoes or sneakers
(i) Five pair of socks
(j) One pair of black winter gloves
(k) Two black ties
(l) One pair of black boots
(m) Two turtlenecks with the letters GPD

NOTE: A newly-appointed full-time Officer will not receive a clothing allowance, as set forth in Section 7 in this Article, until July 1st following the one-year anniversary date of his/her appointment.

SECTION 2: Non-uniform members of the permanent Investigative Division of the Police Department shall be granted an allowance for ordinary street clothes worn and used by them in the performance of duties, to the same extent as the uniformed Officer's allotment.

SECTION 3: If, at any time, part of the required uniform (clothing, equipment, etc.) should become worn during or in the line of duty, it shall be replaced or repaired by the City of Greenfield at no cost to the Officer, within the limit of the "per-officer" uniform allotment. When any part of the required uniform becomes damaged, stolen or destroyed during or in the line of duty, it shall be replaced or repaired by the City of Greenfield at no cost to the Officer, and no deduction shall be made from the "per-officer" uniform allotment, provided that the loss is not due, in any part, to the Officer's negligence. Any personal property reasonably in the possession of the employee which is damaged or destroyed in the course of his/her official duties without negligence on the part of the employee shall be replaced or repaired, either by restitution through the courts or by direct payment by the City. The Chief shall decide whether the item was damaged, stolen or destroyed during or in the line of duty, and whether the item was in need of replacement prior to the incident causing the loss.

SECTION 4: All dry cleaning and laundry expenses for uniforms worn by Officers shall be the sole responsibility of the Officer.

SECTION 5: New permanent employees shall, before attending the Academy, be provided the complete uniforms and gear required by the Academy and not reasonably useable off-duty, all of which shall be returned to the Department or paid for out of monies due the Officer, if he/she does not successfully complete the Academy. Should the employee whose Academy training is paid for by the City leave the Department for another within three (3) years of such training, these uniform costs will be reimbursable to the City pro rata.

SECTION 6: All purchases of required clothing and equipment must be of authorized issue; and as approved by the Chief at his/her sole discretion.

SECTION 7: The uniform/equipment replacement, cleaning and repair allotment shall be one thousand dollars ($1,000.00), all upon completion of the Officer's probationary period. A single "special unit" allotment of two hundred dollars ($200.00) per year shall be allotted any Officer assigned to one or more of the following: the Special Response Team (allotment 10 regular/2 alternates), the Canine Unit (allotment 2 officers), the Bicycle Patrol (allotment 3 officers) and the Student Support Officer (allotment 1 officer). The Honor Guard will not be allowed the additional allotment but will be allowed replacement of their special uniform at no charge to their uniform allowance. All Officers allowed the additional allotment shall be approved by the Chief of Police on a yearly basis (July 1). If an Officer is replaced on a "special unit" during the year, his/her special allotment ends at the time of his/her replacement. He/She may be asked to turn in a "special uniform."

SECTION 8: All requests for reimbursement under this Article must be submitted by May 30th in any fiscal year. All available money remaining in an employee's balance, if any, will be paid in the first payroll period that includes the date, 6/30 in any fiscal year.

ARTICLE 23
DUES DEDUCTION

SECTION 1: The City agrees to deduct monthly dues from one weekly pay each month for any employee covered by this Agreement who so individually voluntarily authorizes the City on the following form, and promptly remits the same to the Union:

CHECKOFF AUTHORIZATION

> I hereby voluntarily authorize and direct you to deduct from my earnings each month the amount of Union dues specified by MassCOP Local 470 from the date of this document going forward. The deduction shall be paid to MassCOP Local 470. These deductions may be terminated by me at any time with at least sixty (60) days' notice by communicating in writing that termination to the City. The City will, within seven (7) days of receipt of the notice, inform the Union of the termination.

By signing below, I acknowledge that I have not been pressured, forced, threatened or coerced to pay or refrain from paying Union dues.

By: _____
Print Name

_____ _____
Signature Date

SECTION 2: The Union agrees to and does hereby indemnify, defend and hold the City harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the City in reliance upon any information, list, notice, statement or authorization for the checkoff of Union dues delivered to the City by the Union.

ARTICLE 24
NO STRIKE

SECTION 1: No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, "sick-in," "sick-out," slowdown or withholding of services to the City of Greenfield.

SECTION 2: The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services to the City of Greenfield.

SECTION 3: In the event of a strike, work stoppage, slowdown or withholding of services to the City of Greenfield, any employee participating in said action shall be subject to disciplinary action, including immediate dismissal.

SECTION 4: The City agrees that it will not lock out or prevent employees from performing their regularly assigned duties.

ARTICLE 25
GRIEVANCE PROCEDURE

SECTION 1: There shall be a Grievance Procedure available to those employees who have completed their probationary period and whose rights, in their opinion, have been prejudiced, in any way, and covering all other grievances except those which would properly be under the jurisdiction of the Civil Service Commission.

SECTION 2: As used in this Section, the word "grievance" shall be construed as meaning a dispute between an employee and a Superior Officer concerning the interpretation or application of the provisions of this Agreement.

SECTION 3: Should any difference or dispute arise between an employee or employees and a Superior Officer or Officers, an earnest effort shall be made to settle such difference or dispute immediately, as follows:

STEP #1: An employee with a grievance shall speak to his/her immediate and/or appropriate Superior Officer regarding the problem within seven (7) business days of the difference or dispute. The Superior Officer shall make an effort, within seven (7) business days, to resolve the problem to the satisfaction of all the Parties. If, however, the employee is not satisfied, he/she shall present the grievance, in writing, to the Superior Officer and the Union Committee within seven (7) business days. The Superior Officer shall then submit a written response within seven (7) business days of receipt of the written grievance, a copy of which shall be sent to the grievant and to the Union Committee.

STEP #2: The Chief of Police or his designee will investigate the grievance and present his conclusions, in writing, to the employee, the Union Committee and the Superior Officer within ten (10) business days. If the grievance has not been resolved, or the Chief or his designee fails to render a decision within the time provided, the employee may present it, in writing, to the Mayor within three (3) business days from the receipt of a decision from the Chief of Police or his designee, or the expiration of the time within which such decision was due, whichever is later.

STEP #3: The Mayor, or his designee, shall meet with the Parties to the grievance within fourteen (14) business days after receipt of the grievance and shall render a decision, in writing, stating the basis for such decision within seven (7) business days from the date of such meeting.

STEP #4:

(a) In the event that the grievance remains unresolved, the Union shall notify the Mayor, in writing, that it or he/she intends to submit the grievance to arbitration. Such notice shall be served within ten (10) business days after receipt of the decision or the expiration time fixed for such decision, whichever is later.

(b) The arbitration of any grievance under this Agreement shall be before an arbitrator mutually selected by the Parties, or if they cannot agree within twenty (20) business days from the date of notice of intent to arbitrate, then said arbitrator shall be appointed from a panel submitted by the Federal Mediation and Conciliation Service, in accordance with its rules, and the arbitration shall be held in the City of Greenfield. The expense of the arbitrator shall be borne equally by the Parties.

(c) The award of the arbitrator shall be in writing and shall state his/her findings of facts, reasoning and conclusion. The award shall be final and binding upon the Union, the City and the grievant; provided,

however, that nothing contained therein shall be construed as prohibiting either Party from resorting to court relief from, or to enforce rights under any arbitration award.

(d) The arbitrator shall be without power or authority to make any award, the terms of which are not permitted directly or indirectly by law or ordinance, or which are in conflict with the express provisions of this Agreement or any rules or regulations of the Greenfield Police Department or of the Civil Service Commission or any Retirement Board established by law.

SECTION 4: Choice of Remedy: In the event of a disciplinary action involving a suspension, discharge, removal or termination, and subsequent to a hearing before the Mayor, an employee may, within ten (10) business days of the receipt of such disciplinary action, elect to appeal the said action by initiating an arbitration proceeding in accordance with Section 3, Step 4(a) above. Such appeal shall be the exclusive remedy pursuant to the provisions of General Laws, Chapter 150E, Section 8, as amended. As a condition precedent to arbitration, the Union and the employee shall sign and give to the City, on a form prepared by the City, a waiver of any and all rights to appeal the disciplinary action to any other forum, including the Civil Service Commission. The waiver shall include a declaration that no other review of the discipline has been commenced.

SECTION 5: Any grievance not processed within the time limitation provided herein shall be deemed to have been waived unless the grievant was precluded from compliance therewith by reason of mental or physical incapacity. Grievances shall be put in motion within seven (7) business days of the event which gives rise to the grievance or it shall be considered null and void. If the grievant does not process the grievance within the time limits as set forth, it shall be considered as dismissed. If a decision is not rendered within the time limits as set forth, the grievant may proceed to the next Step.

SECTION 6: In computing time limits set forth above, "days" shall mean calendar days.

SECTION 7: The Union may be represented by a Grievance Committee of not more than three (3) individuals to be designated by its Executive Board. Said Grievance Committee and/or the grievant may attend any meetings or hearings provided for herein. Both the Union and the grievant shall have the right to be represented by counsel of their own selection during the entire grievance procedure.

SECTION 8: During the one-year probationary period for newly-hired employees, no discipline or discharge of the employee shall be subject to the grievance and arbitration procedure set forth in this Article.

ARTICLE 26
MISCELLANEOUS

SECTION 1: Any rule or regulation pertaining to the Greenfield Police Department shall be discussed and explained with this bargaining unit prior to its implementation.

SECTION 2: Any employee who is involved in a motor vehicle accident while on duty or accidentally causes property damage in any other manner shall not be held liable for any monetary expenses created by such incident, if it occurs in the performance of his/her duties.

SECTION 3: Each Officer shall be allowed up to two (2) days per year to attend seminars, courses or other training-related events related to professional performance without loss of pay, said days to be scheduled with the mutual agreement of the Chief and the Officer. The Chief shall have the discretion to pool unused days for the use of other Officers. All courses require advance approval by the Chief.

SECTION 4: Range pay of one hundred and fifty dollars ($150.00) will be paid to each Officer once a year during the first pay period in the month of December. It will be the responsibility of the Chief of Police to see that each Officer successfully completes a firearms qualification at least once a year and no more than twice a year, if possible. All Officers will be qualified with his/her issued or authorized weapon.

SECTION 5: Attendance at an in-service course prescribed by the MCJTC, First Responders/Defib and Firearm training will be mandatory by both Parties unless an unusually high demand or emergency shortage of manpower exists over an extended period of time no less than thirty (30) days.

ARTICLE 27
SUBSTANCE ABUSE

SECTION 1: The purpose of this policy is to establish the fact that the City and the Union agree that the workplace must be a drug-free environment in accordance with the Drug-Free Workplace Act of 1988, to protect the health and safety of its employees and the general public, and to maintain efficiency, productivity and economy of operations. The main emphasis of the program, as it relates to an employee admitting to a confirmed problem of alcoholism or drug dependency, is to provide a single counseling and rehabilitation opportunity for the employee to keep his/her job, unless the seriousness of misconduct, negligence or absenteeism by the employee outweighs this purpose.

SECTION 2: In the event that an employee reports to work or at any point during his/her work shift and gives the appearance of or exhibits behaviors of, or in which there are reasonable grounds for believing or suspecting an employee may be under the influence of either alcohol or illegal drugs, as determined by the reasonable suspicion standard provided herein, the employee may be removed from duty and required to undergo drug and/or alcohol testing.

SECTION 3: Testing Procedures Non-DOT/CDL:

(a) Except under Subsection (j) or in the case of applicants for employment in the bargaining unit (as to whom the Union claims no jurisdiction), no drug testing shall be permitted on a random or universal basis except as herein provided. Testing of employees shall only be permitted when there is reason to suspect drug or alcohol use and that this suspected use has, is or will be affecting job performance. Immediate alcohol testing shall be permitted based upon the reasonable suspicion standard herein provided.

(b) Prior to any testing for drugs (other than alcohol), the City will provide the employee and the Union with a written report evidencing reasonable suspicion. The employee or Union may ask that a Department Head or Director or a mutually agreed upon health professional review such report and decide whether or not testing shall proceed. If this review procedure is not completed by the end of the next full calendar day after the report is given to the Union and the employee, the testing will be done and the results held back from release until the appeal is decided.

(c) The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of City inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion. The following are representative but no all-inclusive examples of such circumstances:

(1) An employee deemed impaired or incapable of performing assigned duties.
(2) An employee experiencing excessive vehicle or equipment damage, or any vehicle accident involving significant damage or injury to any person.
(3) An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
(4) An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

(d) 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.

(e) The following information shall be provided an employee directed to undergo a drug test:

(1) A copy of the testing program procedures.
(2) A description of the sample-gathering protocol.
(3) A list of the tests to be used.
(4) The name and location of the laboratories to be used.

(5) The test results in writing with an explanation of what the results mean.

(f) The Parties shall ensure the confidentiality of the testing process and results. Access to information about the test shall be limited to the employee and only members of management and Union officials with a compelling need for this information.

(g) Except as to a grievance that the Reviewer has not followed the procedure outlined in this Article, the decision of the City to require alcohol or drug testing shall be final and binding and not subject to the grievance and arbitration procedure. The test sample taken from the employee shall be secured by the City physician, the nurse practitioner or a testing laboratory designated by the City. Failure to provide the test sample as directed will result in disciplinary action.

(h) In cases of post-accident or "reasonable suspicion" testing based at least in part upon misconduct or negligence of the employee, it is agreed that the City may regard such misconduct or negligence as separate ground for possible discipline/discharge, subject to "just cause" principles.

(i) It is the intention of this Article that a non-probationary employee who is found to test positive in 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, pursuant to FMLA. The employee shall be expected to comply with all the requirements and such 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.

(j) The employee agrees to submit to 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.

(k) In the case of a positive test result, the City's financial responsibility is to pay for the initial test and one "return-to-work" test if allowed; all other testing shall be the financial responsibility of the employee. In the event a split sample test yields a negative result, the City shall pay for the split sample test.

(l) Within any ten (10) year period of his/her employment, the City will give an employee who has a positive test one and only one chance to return to work, and this opportunity does not exist in (a) refusal to test situations; (b) where a second

incident takes place during the re-testing period before the employee is allowed to return to regular duty; or (c) in any case where a test is given in connection with conduct by the employee that causes or results in or created a serious threat of serious bodily injury or substantial damage to property, or rises to the level of conduct in reckless disregard of safety. This provision does not require the City to discharge an employee or in any manner reduce the discretion of the City as to exercise of its rights as established in this Agreement.

ARTICLE 28
TIME BANK

SECTION 1: Employees who had a separate account referred to as the "Time Bank" as of July 1, 2004 shall retain this account subject to the provisions of this Article.

Whenever an employee's FLSA account falls below 400 hours, employees who retained a Time Bank account shall automatically have hours transferred to that account to bring the accrual total back to 400. When any Time Bank account has been reduced so that its balance would be zero and FLSA would be 480, the hours shall be so transferred. No additional time will be placed into Time Bank.

The City and the Union agree that any pay-down from any employee's Time Bank other than as stipulated herein will be negotiated as to method and manner.

Time may be drawn in the event of a long-term illness, when sick leave accruals are exhausted or an emergency at the request of the Officer, and with the approval of the Chief of Police or designee. A written request for such time must be submitted as soon as possible by the employee.

At the time of termination, regardless of the reason or circumstances, the remaining time in each employee's Time Bank may be paid up to a maximum monetary withdrawal of twenty-five percent (25%) of the balance. The remaining time may be used as early time off prior to the actual day of the termination. If a termination occurs other than retirement or resignation which does not allow for the employee to utilize his/her remaining balance in the Time Bank as time off, only then may he/she draw more than the maximum allowable twenty-five percent (25%) of the balance as pay.

SECTION 2: Time Bank/Retirement: Vacation Time — An Officer must have worked one hundred and fifty (150) days prior to July 1st. The one hundred and fifty (150) days will be counted from the previous July 1st. This will bring an Officer generally into January or February. Sick time and personal time will be counted as "working days." Time Bank and overtime will not be counted.

If an Officer does not work the required one hundred and fifty (150) days, he/she will be given credit in the following manner:

.25 days for each week worked if Officer has less than five (5) years of service;

.33 days for each week worked if Officer has five (5) years but less than ten (10) years of service;
.50 days for each week worked if Officer has ten (10) years but less than fifteen (15) years of service;
.66 days for each week worked if Officer has fifteen (15) years but less than twenty (20) years of service;
.75 days for each week worked if Officer has over twenty (20) years of service.

EXAMPLE: .66 x 12 weeks equal 7.92 — rounded to 8 days
.66 x 11 weeks equal 7.26 — rounded to 9 days

SECTION 3: Roll call pay will be paid weekly to any Officer on Time Bank. Shift Differential will not be paid while out on Time Bank. Incentive will be paid all Officers, weekly, while on Time Bank. Holiday pay will be paid any Officer on Time Bank for the weeks he/she is on the weekly payroll.

SECTION 4: Time Bank figures will be based on a DATE supplied the Chief of Police by the retiring Officer. Once the Chief has an intended last day of work, the Chief can figure backward the actual last day of work and the twenty-five percent (25%) amount due. During the seventy-five percent (75%) weekly pay, the Officer will not accrue SICK, VACATION or PERSONAL TIME while on Time Bank preceding retirement. An Officer must submit a letter of retirement/resignation to the Chief of Police in order to take advantage of this Article's benefits. For the purposes of replacement only, an Officer will be considered retired on the date he/she starts Time Bank.

SECTION 5: Personal time is granted an Officer on July 1st for the coming year. Each Officer will be granted twenty-four (24) hours' pay at the time of his/her retirement if they were on the payroll on or after July 1st of the present year.

Outside details will not be assigned to Officers on Time Bank. In cases of emergency, it will be at the discretion of the Chief of Police, if no Officer, full-time or part-time, is available, whether to allow Officers on Time Bank to work.

SECTION 6: When the Commonwealth offers as a local option statute an Early Retirement Incentive Program (ERI) and the City participates, and when the normal operation for utilization of accrued Time Bank is not operable, those employees who possess aggregate accruals in Time Bank and FLSA in excess of 480, the method of payment shall be in accordance with the following formula:

< $10,000:	Payment at 100%
> $10,000 but < $20,000:	Payment at 50% over two (2) years
> $20,000 but < $30,000:	Payment at 34% first year, 33% next two (2) years
> $30,000 but < $40,000:	Payment at 25% over four (4) years
> $40,000:	Payment at 20% over five (5) years

The calculable amount due shall be the accrued time in said Time Bank and FLSA as of the date and day set for retirement certain. The first payment shall be made upon retirement, with subsequent payments made on the retirement anniversary date.

Despite the formula as stipulated above, any member of the bargaining unit may request that payment(s) be made over a greater period of time if he/she so chooses, in writing, on a form prescribed by the Chief of Police or the Human Resources Director, with a copy of said request going to the Union President, who shall so acknowledge receipt to the City.

SECTION 7: When the last employee who has a Time Bank account has either retired or had all Time Bank hours transferred to FLSA, this Article 28, Time Bank, shall automatically cease to exist in its entirety.

ARTICLE 29
DURATION

SECTION 1: The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 2: Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

SECTION 3: The Union recognizes that the City shall not be obligated to provide any of the benefits set forth in this Agreement, or comply with any of its provisions, in the absence of the applicable City Council approval. The Employer, however, shall be obligated to seek City approval and shall exercise its best efforts to obtain approval.

SECTION 4: This Agreement shall become effective on July 1, 2018, and shall remain in effect until June 30, 2021. It shall automatically renew itself from year to year thereafter unless either Party shall give written notice to the other Party by January 5th or any subsequent January 5th that it desires to modify or terminate this Agreement.

SECTION 5: This Agreement will include a re-opener on wages and health insurance for the life of the contract.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 23rd day of August, 2019.

FOR THE CITY:

Mayor

Dated: 8-23-19

FOR THE UNION:

President

Vice president

secretary Treasurer

Dated: 8/23/19

APPENDIX A

MEMORANDUM OF UNDERSTANDING
NEW HIRES/ACADEMY

(A) The City of Greenfield and Local 469, IBPO agree that if Academy-trained Police Officers are hired by the City, the City may give the Officer credit on the wage scale for his/her Police Officer service, as though it had been for the City of Greenfield. Such credit shall not extend to seniority rights.

(B) In consideration of the City investment for an employee's Academy training, an employee shall reimburse the City for part of the investment if he/she leaves City employment to accept another police-related position in Massachusetts or within fifty (50) miles of the City border, as follows: $9,000 for resignation immediately after completion of Academy, such amount decreasing at the rate of $250 per each month served in the City. It is understood and agreed this Section applies only to Officers hired after June 30, 2006.

— End of Memorandum —

APPENDIX B

MEMORANDUM OF UNDERSTANDING
MISCELLANEOUS

(1) The City may implement bi-weekly pay requirements provided that implementation of bi-weekly pay shall commence with payment of two (2) weeks' pay, and is conditioned on all other City (not School) bargaining units also going to bi-weekly pay. Bi-weekly pay will be a subject of negotiation for a successor contract if not implemented during the life of this contract.

(2) Requests for use of paid personal, compensatory or vacation leave to take a Civil Service police promotion exam, or for the immediately preceding shift in order to prepare for the exam, will be granted.

(3) An employee who books off within the next twelve (12) hours after being called in early for his/her shift shall lose the call-in overtime premium. It is further understood that roll call pay may be docked for an employee who is late, and no appeal is available outside the Department. Each payroll period, the wage rates applicable to each employee will be adjusted upward by the shift differential applicable to that employee, less any docking.

(4) The cleaning and clothing allowance shall be payable during the second payroll period of July; and, it being further understood that the benefit is to be prorated in the year of retirement. Officers may elect to utilize a receipt method and itemize purchases; however, he/she shall notify the Chief or designee by July 1st in any year.

(5) OIC, training and expectations are appointed positions by the Chief with no grievance or arbitration rights as to his appointments.

(6) The Union agrees to participate in a City study to amend the current sick leave program by adding a long-term disability benefit.

(7) Per the Memorandum of Understanding, the City and the Union agree to reopen the health insurance and wage provisions of this Agreement.

(8) During the term of this Agreement, the City and the Union agree to be willing to discuss, in a good faith effort to reach resolution, the issue of how to convert the bargaining unit to a "week behind" salary payment process.

(9) During the term of this Agreement, there will be a reopener covering such subjects as the standards and passing grades for a bonus payment program, to be implemented based on the Cooper's Standard Physical Fitness Test. The Police Chief and/or designee shall initially meet with the Union's representative(s) to discuss these issues with agreement contingent upon the Mayor's final approval.

(10) During the term of this Agreement, there will be a reopener on long term disability (LTD) if the City develops a proposal.

(11) The Union acknowledges the need and mutual benefits of changing to a more efficient and automated process for the sign-up, issuance and awarding of outside details. The Union, during the term of this Agreement, agrees to participate in future discussions with the Chief or his designee for necessary changes to the Outside Detail Policy to be made regarding the implementation and use of any such computer program.

(12) The Union agrees to publicly and enthusiastically support the City's effort and future initiative to withdraw the Police Department from Civil Service. The Parties agree to bargain the impact of the withdrawal from Civil Service.

— End of Memorandum —

APPENDIX C

POLICE MassCOP WAGE SCALES
for Fiscal Years 2019 – 2021

POLICE MassCOP WAGE SCALES FOR FY19			
3% Increase			
7/1/2018 – 6/30/2019			
Grade P8			
Patrol			
Step 1	$996.00	$24.90	$51,792.00
Step 2	$1,061.60	$26.54	$55,203.20
Step 3	$1,091.20	$27.28	$56,742.40
Step 4	$1,127.60	$28.19	$58,635.20
Step 5	$1,150.80	$28.77	$59,841.60
Step 6	$1,172.80	$29.32	$60,985.60
Step 7	$1,208.00	$30.20	$62,816.00
Note: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.			
Revised 6/4/2019			

POLICE MassCOP WAGE SCALES FOR FY20			
2% Increase			
7/1/2019 – 6/30/2020			
Grade P8			
Patrol			
Step 1	$1,082.80	$27.07	$56,305.60
Step 2	$1,113.20	$27.83	$57,886.40
Step 3	$1,150.00	$28.75	$59,800.00
Step 4	$1,174.00	$29.35	$61,048.00
Step 5	$1,196.40	$29.91	$62,212.80
Step 6	$1,232.00	$30.80	$64,064.00
Note: Effective 7/1/2019, removed Step 1; shifted all Steps up so Steps 1-6 exist. All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.			
Revised 6/4/2019			

POLICE MassCOP WAGE SCALES FOR FY21			
1% Increase			
7/1/2020 – 6/30/2021			
Grade P8			
Patrol			
Step 1	$1,093.60	$27.34	$56,867.20
Step 2	$1,124.40	$28.11	$58,468.80
Step 3	$1,161.60	$29.04	$60,403.20
Step 4	$1,185.60	$29.64	$61,651.20
Step 5	$1,208.40	$30.21	$62,836.80
Step 6	$1,244.40	$31.11	$64,708.80
Step 7	$1,282.00	$32.05	$66,664.00
Note: Effective 7/1/2020, added new Step 8; in FY20, removed Step 1 and Steps shifted up, leaving Steps 1-6, so new added Step is 7. All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.			
Revised 6/4/2019			