ORIGINAL

AGREEMENT
between
THE CITY OF GREENFIELD, MASSACHUSETTS
and
GREENFIELD SUPERIOR OFFICERS ASSOCIATION,
FRATERNAL ORDER OF POLICE LODGE 50
(Supervisors Police Union)

This Agreement entered into by and between the City of Greenfield, Massachusetts (hereinafter referred to as the "City") and the Greenfield Superior Officers Association, Fraternal Order of Police Lodge 50 (hereinafter referred to as the "Supervisor Unit") has as its purpose the promotion of harmonious relations between the City and the Supervisors Unit; the establishment of an equitable and peaceful procedure for the resolution of differences arising between the Parties concerning the terms of this Agreement; and 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 safety services to the citizens of Greenfield, the Union agrees to:

EFFECTIVE DATE: JULY 1, 2019

EXPIRATION DATE: JUNE 30, 2022

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ARTICLE 1
UNION RECOGNITION

SECTION 1. In accordance with the certification issued by the Labor Relations Commission of the Commonwealth of Massachusetts on September 19, 1973; and in accordance with the Consent Agreement dated October 22, 2001, the City recognizes the Supervisors Unit for purposes of collective bargaining as the exclusive bargaining agent for the unit of all permanently appointed Sergeants, Lieutenants and Captains employed full-time by the City, but shall not represent the Chief of Police, any Deputy Chiefs hereafter appointed or 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 Supervisory Unit, as the exclusive representative, shall have the right to act for and negotiate Agreements covering all Sergeants, Lieutenants and Captains in the unit and shall be responsible for representing the interests of all such Sergeants, Lieutenants and Captains without discrimination and without regard to Supervisory Unit membership. Employees can voluntarily decide whether to join the Union or pay an agency service fee. They cannot be retaliated against for their decision.

SECTION 3. The Supervisory Unit 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 shall be granted release time for purposes 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 (Unit A) Collective Bargaining Agreement but shall be covered by the Supervisors Police Union Collective Bargaining Agreement. Such officers shall cease to be covered by the Supervisors Police Union Agreement following his/her return to the Unit A bargaining unit. This Agreement is expressly contingent on Unit A also agreeing to this Agreement.

SECTION 5. The City may establish lieutenant(s) and sergeant(s) position(s). The Lieutenants and Sergeants positions will be in the bargaining unit represented by the Greenfield Superior Officers Association, Fraternal Order of Police Lodge 050. Barring a declaration by the Mayor of a financial exigency, the City agrees to maintain the current staffing numbers for this Unit which is six (6) Sergeants and two (2) Lieutenants. Nothing in this Agreement prevents the City from increasing the number of positions for this Unit. In addition, a Greenfield Police Department Policy will further discuss and delineate the process for promotions into these positions.

ARTICLE 2
UNION RIGHTS

SECTION 1. No employee shall be removed, dismissed, demoted, discharged, suspended or disciplined except as provided by Civil Service Regulations and existing laws or unless 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 (acting through its agent, the Chief of Police) 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. To recruit, select and determine the number and types of employees required.

(c) To establish basic and in-service training programs and requirements for upgrading Patrol Officers.

(d) To take such measures as the City (through its agent, the Chief of Police) 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 work force of the Department, the City shall have the right to employ non-bargaining unit personnel to perform temporary supervisory duties, and who will be considered to be an Officer-in-Charge (OIC). It is understood, however, that any such employment shall not cause the layoff of a bargaining unit employee, nor shall it permit Supervisory Unit reduction through attrition.

SECTION 5. The Employer may modify or eliminate established past practices that are not enumerated in this Agreement only after providing the Union with prior notice of the proposed modification or elimination and a reasonable opportunity to bargain in good faith over the impact thereof on mandatory subjects of bargaining to the point of agreement or impasse. However, if the Union requests mediation, implementation of the City's proposal will be stayed until the conclusion of any mutually agreed upon mediation.

ARTICLE 4
SCOPE OF BARGAINING

SECTION 1. The City and Supervisory Unit 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 Supervisory Unit 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 Supervisory Unit 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 Supervisory Unit to future performance of any such term or provision, and the obligations of the Supervisory Unit and the City to such future performance shall continue.

SECTION 5. It is understood by the City and the Supervisory Unit 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) *Police Officer*: A permanently appointed, full-time employed Officer of the Greenfield Police Department having the rank of Patrol Officer.

(b) *Reserve Officer*: A permanently appointed part-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.

(e) *Officer-in-Charge (OIC)*: A permanently appointed full-time Police Officer of the Greenfield Police Department who is temporarily assigned to act as supervisor in the absence of any Watch Commander.

SECTION 7. If negotiations should conclude after the termination of the existing Agreement, the terms of the new Agreement shall become effective at the ending date of the previous contract unless otherwise mutually agreed to by both Parties.

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. The Parties recognize their obligations under the Massachusetts Fair Employment Practices Act and other relevant laws which provide employees with rights to be free from unlawful discrimination based on factors such as age, race and gender. Any claim that the City or a City management employee or official has violated these rights shall be pursued exclusively through the procedures established under State and Federal laws for the vindication of these rights.

ARTICLE 5A

All Supervisory Unit employees shall comply with M.G.L. Chapter 31, Section 58 regarding residency requirements. This provision shall continue for as long as the Supervisors Police Union remains in civil service.

ARTICLE 6
SENIORITY

SECTION 1. The Chief of Police shall establish tours of duty for Supervisory Unit employees for the efficient operation of the Department. Subject to the procedures set forth in this Article, the Watch Commanders covered by this Agreement shall have the right to select the tour of their choice, according to seniority.

SECTION 2. If a permanent vacancy occurs 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 Supervisory Unit employees.

SECTION 3. All tours for the Uniform Division Watch Commanders will be posted and made available for bidding twice a year. The tour changes will take effect on April 1 and October 1 of each year. The bidding will be posted on February 1 and August 1 and that bidding must be completed thirty (30) calendar days later and will take effect thirty (30) days after completion of bidding.

SECTION 4. 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 Watch Commander is working the shift with the vacancy. The option to use a second reserve/special officer will remain at the discretion of the Watch Commander. If the shift is without a Watch Commander and the safety of the Officers on that short shift is considered to be in jeopardy, the Watch Commander 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. Supervisory vacancies on the Detective Bureau or Juvenile Division shall be filled by appointment by the Chief within his discretion; however, permanent assignments shall not be made without the consent of the appointee.

SECTION 6. Shift assignment for the position of Lieutenant and Captain shall be made by the Chief of Police provided that no such change of shift may be made without thirty (30) days' notice to the employee. A change prior to thirty (30) days will be made with the consent of this Superior Officer.

SECTION 7. 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 shall determine order of choice.

ARTICLE 7
HOURS OF WORK

SECTION 1. Work schedules for Superior Officers will be either a 4-2 schedule or other duties as assigned by the Chief or his or her designee on an Administrative schedule.

SECTION 2. Nothing contained in this Article shall be construed as limited or restricting the power of the Chief of Police to keep Supervisory Unit employees 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 twenty (20) minute shift for Watch Commanders and eight (8) hour and ten (10) minute shift for all other Superior Officers and last for twenty-four (24) hours thereafter.

SECTION 4. The work week shall begin Sunday at 12:01 a.m. and end on Saturday at 12:00 midnight.

SECTION 5. The work shift of the Watch Commander shall be eight (8) hours and twenty (20) minutes and, for all other Superior Officers, the work shift shall be eight (8) hours and ten (10) minutes.

SECTION 6. Employees covered by this Agreement shall be afforded a twenty (20) minute paid lunch period which is included as part of their shift.

SECTION 7. Supervisors 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. There are specific functions that may require a Monday-through-Friday work schedule, and including Detective Bureau OICs, Lieutenants and Captains. Supervisors assigned to those specific functions will be informed prior to their accepting these positions. Supervisory 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. Supervisors 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 Supervisors who begin a 5-2 schedule after the start of a fiscal year. No compensation will be granted for any unused hours or days.

ARTICLE 8
WAGES

SECTION 1. The weekly full-time wage rate for employees covered by this Agreement is as follows:

EFFECTIVE July 1, 2019		
	1.0% WEEKLY	1.0% HOURLY
Sergeant		
P10-1	$1,371.64	$34.29
P10-2	$1,411.32	$35.28
P10-3	$1,453.65	$36.34
Lieutenant		
P13-1	$1,557.80	$38.95
P13-2	$1,602.68	$40.07
P13-3	$1,650.78	$41.27
Captain		
P14-1	$1,768.95	$44.22
P14-2	$1,833.52	$45.84
P14-3	$1,888.52	$47.21

EFFECTIVE July 1, 2020		
	3.0% WEEKLY	3.0% HOURLY
Sergeant		
P10-1	$1,453.66	$36.34
P10-2	$1,497.26	$37.43
P10-3	$1,542.18	$38.55
Lieutenant		
P13-1	$1,650.76	$41.27
P13-2	$1,700.30	$42.51
P13-3	$1,751.31	$43.78
Captain		
P14-1	$1,888.53	$47.21
P14-2	$1,945.18	$48.63
P14-3	$2,003.54	$50.09

EFFECTIVE July 1, 2021		
	2.0% WEEKLY	2.0% HOURLY
Sergeant		
P10-1	$1,482.73	$37.07
P10-2	$1,527.20	$38.18
P10-3	$1,573.02	$39.33

Lieutenant		
P13-1	$1,683.78	$42.09
P13-2	$1,734.31	$43.36
P13-3	$1,786.34	$44.66
Captain		
P14-1	$1,926.30	$48.16
P14-2	$1,984.08	$49.60
P14-3	$2,043.61	$51.09

Employees eligible for these increases will be those employees in the bargaining unit who were employed in the bargaining unit at the time of execution of the 2019-2022 Collective Bargaining Agreement.

Each Step is one (1) year in grade. All new promotions shall start at Step 1 within each rank. Step increases will be made on July 1st of each year. To be eligible for a Step increase, an employee must have an entire year of service in grade as of July 1.

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

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

SECTION 4. 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 4A. When the Chief at his/her discretion assigns a work shift other than those specified in Article 7, Section 1 and Article 8, Sections 2 and 3, to which shift differential would normally be applicable, the City agrees to compensate employees working the assigned shift the applicable pro-rated shift differential amount for each shift worked that includes three (3) or more hours of a schedule to which shift differential would normally be applicable.

SECTION 5. Effective in the first payroll period following the date of the City's execution of the Parties' MOA on July 30, 2018, the Fiscal Year Service stipend shall initially be eighteen hundred dollars ($1,800.00) for an Officer assigned to the Detective Bureau. Service stipend shall increase to two thousand dollars ($2,000.00) for an Officer when the Officer attains at least three (3) years of service in the Detective Bureau. Service stipend shall increase to two thousand two hundred dollars ($2,200.00) when an Officer attains at least five (5) years of service in the Detective Bureau. When an Officer leaves the Bureau and then is later reassigned to the Bureau, the Officer's prior service time in the Bureau will be counted for determining the amount of the Service Stipend to be paid to the Officer. Stipends shall be paid on a weekly basis and not added to base pay.

SECTION 6. Effective in the first payroll period following the date of execution of this Collective Bargaining Agreement, longevity pay of one percent (1%) will be paid to supervisors with ten (10) years of service with the Greenfield Police Department, two percent (2%) upon completion of fifteen (15) years of service, three percent (3%) upon completion of twenty (20) years of service and three and one-half percent (3½%) upon completion of twenty-five (25) years of service to the City. Current Officers at the ten (10) year step are grandfathered (i.e., remain eligible for the one and one-half percent (1½%) longevity payment under former Agreement).

SECTION 7. Effective in the first payroll period following the date of the City's execution of the Parties' MOA on July 30, 2018, 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.

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 twenty (20) minute (Watch Commander) or eight (8) hour and ten (10) minute (all other Superior Officers) work shift.

SECTION 2. After working a maximum of sixteen (16) hours and twenty (20) minutes (Watch Commander) or sixteen (16) hours and ten (10) minutes (all the Superior Officers), an employee shall have at least eight (8) hours off duty prior to starting a second full work shift; except in emergency or critical incident events, the Chief may exempt this provision.

SECTION 3.

(a) For overtime hours, each employee may, by mutual agreement between 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). Employees active as of April 2006 shall continue to have the option of having pay or accruing up to the legal maximum in the FLSA account.

(b) FLSA shall be capped at the legal maximum of four hundred and eighty (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 (1) Supervisor and one (1) Officer per shift will be allowed, up to a maximum of four (4) consecutive days off per request. If staffing permits, more than one (1) 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 judicial or administrative proceedings either on behalf of the Commonwealth or when summonsed into court in a civil case in a matter arising out of their official duty, at a time when they are not scheduled to work, shall have the option set forth in Section 3. Witness fees received by the employee shall be turned back into 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.

SECTION 6. Superior Officers 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 a Superior Officer is required to remain in a court proceeding for a period in excess of one (1) hour, he/she 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, training or staff meeting 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 a Superior 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 a Superior 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' overtime, 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 Watch Commander, created as a result of an employee'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 Superior Officers covered by this Agreement. The overtime shift shall be given to the Superior Officers in the same manner as the outside details are awarded. If unable to fill the vacancy with Superior Officers who have signed up in the outside detail book, then permanent Patrol Officers shall be called to fill that OIC 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. Any full-time permanent Superior 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. 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 Superior Officer 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 Superior Officer directly, and when a Superior Officer is required in addition to a Patrol Officer.

SECTION 2. Superior Officers may be assigned to supervise outside paid details where five (5) or more Police Officers are assigned. 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. (These details will be given out as provided for under the "Outside Detail" policy.)

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) The detail rate shall be the same as what is paid to Greenfield Police Patrol Officers in their Agreement with the City.

(b) All Officers shall be paid one and one-half (1½) times the above-stated hourly wage in effect 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 in effect. 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) Effective in the first payroll period following the date of the City's execution of the Parties' MOA on July 30, 2018, the detail rate when a Supervisor is on detail as supervisor will be paid at Grade P13, Step 3.

(g) 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.

(h) The above-stated rate in effect will be increased by four dollars ($4.00) per hour for any strike detail, with a two (2) sworn Officer present minimum. 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 added to and considered part of base pay as regular compensation.

SECTION 2. New Educational Incentive: A new educational incentive will be implemented effective upon the signing of this Collective Bargaining Agreement and commencing in the first full week following the date of signing for new employees ineligible for statutory Quinn Bill benefits (e.g., officers hired by the City on or after July 1, 2009) with the 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 "Bachelor's 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.

(c) A Captain with a "Master's Degree" in Criminal Justice, Public Administration or Business Administration from an educational institution accredited by the New England Association of Colleges and Secondary Schools and approved by City will be paid an amount that is to be determined.

ARTICLE 12
HOLIDAYS

SECTION 1. The following will be considered paid holidays unless otherwise specifically excluded: New Years' Day; Martin Luther King's Birthday; July 4th; Veterans Day; Christmas Day; or the following day when any of the aforementioned days occurs on a Sunday; Presidents Day; Patriots Day; Memorial Day; Labor Day; Columbus Day; Thanksgiving Day. All employees will receive eight (8) hours' pay for such holidays. In the event that a holiday falls on a weekend, such Officers (on an administrative schedule) will be afforded the day off on the closest work day.

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; expenses not covered by health insurance will be billed to the City. Officers actually working the major holidays will receive twelve (12) hours' pay for any eight (8) hour shift (time and one-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 1 and subject to the following provisions. If the City as of July 1 has employed an Officer in any year, full pay shall be granted according to the following schedule:

30 weeks to 2 years:	2.00 weeks
2 years to 4 years:	2.25 weeks
4 years to 6 years:	2.75 weeks
6 years to 8 years:	3.00 weeks
8 years to 10 years:	3.25 weeks
11 years to 15 years:	3.75 weeks
15 years to 17 years:	4.00 weeks

17 years to 20 years:	4.25 weeks
20 years to 25 years:	4.75 weeks
25 years and up:	5.00 weeks

NOTE: Effective July 1, 2019, a "week" shall be calculated as per past practice with the "week" being calculated the same for all employees, including employees hired by the City after April 6, 2006.

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 (1) year seniority shall bid off a one (1) 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 (1) 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 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. No more than one (1) Lieutenant and Sergeant may be scheduled the same week in any vacation 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 Officer's 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 Superior 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 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 of sick leave for each year worked, accrued monthly at a rate of ten (10) hours per month or the pro rata share to hire date. 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's note 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, then-anticipated length of absence, and any subsequent change in the anticipated length of absence.

(d) Absences incurred through substance abuse shall be excluded from sick leave allowance 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. Effective in the first payroll period following the date of the City's execution of the Parties' MOA on July 30, 2018, upon resignation in good standing, retirement or death, the employee will be entitled to receive a percentage of their unused sick leave accumulation, pro-rated to the date of said event, at their base pay rate, in a lump sum payment, using the following percentage.

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

All full-time employees hired after October 6, 2015 (or their estate) shall receive twenty percent (20%) of their unused accumulated sick leave at their base rate of pay in a lump sum based upon years of service in the following termination of employment classifications:

		Eligibility
1	Death:	No minimum years of employment
2	Disabled:	No minimum years of employment
3	Laid off:	Ten (10) years of employment
4	Retirement:	Ten (10) years of employment
5	Resignation in good standing:	Ten (10) years of employment
6	Leave of absence:	No benefit unless an event listed in 1-4 occurs
7	Discharge for cause:	No benefit

For employees hired after October 6, 2015, the sick leave buy-back shall be capped at five thousand dollars ($5,000).

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.

SECTION 6. Incentive. Effective upon the date of the execution of this Collective Bargaining Agreement, any Officer not using sick time (not to include IOD) in a fiscal year will receive one additional eight (8) hours of FLSA time during the following fiscal year.

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 Articles 20 and 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/her 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. An Officer who is on IOD leave at the start of a fiscal year shall be ineligible to receive range pay or clothing allowance until such time as the Officer returns to duty during that fiscal year. An Officer who is on IOD leave throughout an entire fiscal year is ineligible to receive range pay or clothing allowance for that fiscal year. If the Officer has been absent on IOD leave for more than one (1) fiscal year when (s)he returns to duty, the Officer will be paid range and clothing allowance solely for the fiscal year in which the Officer 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 death, 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 that 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 Supervisors Unit and shall be granted leaves from duty, without pay, for purposes of Supervisors Unit business.

SECTION 2. Two (2) employees, if designated as a delegate 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 may be granted for Supervisor Unit 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.

SECTION 4. 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.

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 the Commonwealth or of the United States for purposes other than the military duty referred to in the preceding Paragraph. It is the employee's responsibility to notify his/her Department Head of the dates s/he is leaving for military service and to provide written proof from military or selective service officials. Leave

granting and re-employment will be in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA).

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 twenty-four (24) hours per year shall be available to each employee as personal leave. Personal time will be credited on July 1 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. Personal leave not used by June 30 in any fiscal year will be paid in the last payroll period in any fiscal year as no carryover shall be permitted.

ARTICLE 21
OTHER LEAVES OF ABSENCE

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

SECTION 2. Any benefit and seniority accruals shall cease during the period of leave, except as required by Military Leave law. Insurance costs will be as per COBRA.

ARTICLE 22
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. The retirement system and pensions as provided under M.G.L. Chapter 32, as amended, shall be applicable to all eligible City employees.

SECTION 3. Participation by the Greenfield Superior Officers Association, Fraternal Order of Police Lodge 50, in the Municipal Employee Group Insurance Advisory Committee

established in accord with Chapter 32B of the General Laws is agreed. The Supervisors Unit shall notify the City from time to time as to the individual who will be the voting member or whom the delegated alternate is, if any. It is understood that this sole voting position may originate from either the A (Patrol) or B (Supervisory) unit.

ARTICLE 23
UNIFORM ALLOWANCE

SECTION 1. Every Superior Officer of the Police Department of the City of Greenfield shall be issued new replacement items to comply with the dress requirements of their rank, which shall consist of the following:

(a) One uniform hat and one baseball type hat (for Lieutenants and Captains only)
(b) Six shirts (3 long-sleeve and 3 short-sleeve) (for Lieutenants)
(c) Two pairs of trousers (for new striping)
(d) Two turtlenecks with the letters "GPD" in gold
(e) Coat replacements for Lieutenants (all old coats will be turned back to the Department)
(f) One Patrol sweater for Lieutenants
(g) Two badges of new rank upon promotion

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 Officers are to be issued only those articles of basic uniform which they have not previously obtained or have been issued. A uniform modification allowance of one hundred fifty dollars ($150.00) will be paid upon promotion, to be applied

to the cost of uniform modification and the purchase and application of promotional insignia or devices.

SECTION 6. All purchases of required clothing and equipment must be of authorized issue.

SECTION 7. The uniform replacement/repair and cleaning allotment shall be one thousand dollars ($1,000.00).

SECTION 8. The uniform replacement/repair and cleaning allotment shall be paid at the Officer's discretion to that Officer in the form of an expense check. If the Officer chooses not to take this as an expense check, the Officer will submit receipts for reimbursement as needed. Expense checks shall be issued only once per year and shall not include special unit allowance.

SECTION 9. All requests for reimbursement under this Article must be submitted by May 30 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 24
DUES DEDUCTION

SECTION 1. The City agrees to deduct current monthly dues/service fees from one weekly pay each month for any employee covered by this Agreement, who so individually authorizes the City, in writing on the following form, and promptly remits same to the Supervisors Unit:

CHECKOFF AUTHORIZATION

By: _____
(name of employee)

To: _____

Effective: _____
(date)

I hereby request and knowingly and voluntarily authorize you to deduct from my earnings each month the amount of Supervisors Unit membership dues/service fees. This amount shall be paid to the Financial Secretary of the Greenfield Superior Officers Association, Fraternal Order of Police Lodge 50. These deductions may be terminated by me by giving a sixty (60) day written notice, in advance, to both the City and the Supervisors Unit, or upon termination of employment.

SECTION 2. The Supervisors Unit 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 25
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 Supervisors Unit 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 26
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 the Parties concerning the interpretation or application of the provisions of the 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) calendar days of the difference or dispute. The Superior Officer shall make an effort, within seven (7) 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 Chief of Police or designee and a Supervisors Unit Committee within seven (7) days. The Chief of Police or designee shall then submit a written response within seven (7) days of receipt of the written grievance, a copy of which shall be sent to the grievant and to the Supervisors Unit Committee.

Step #2: If the Chief of Police or his designee fails to render a decision within the time provided, the employee may present it, in writing, to the Mayor within seven (7) 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 seven (7) days after receipt of the grievance and shall render decision, in writing, stating the basis for such decision within seven (7) days from the date of such meeting.

Step #4: (A) In the event that the grievance remains unresolved, the Supervisors Unit or the grievant 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) 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 fourteen (14) 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 Supervisors Unit, 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 fourteen (14) days of the receipt of such disciplinary action, elect to appeal the said action by initiating an arbitration proceeding in accordance with Section 3, Steps 4(A)-(D) 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 Supervisors Unit 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) 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 exclusive of Saturdays, Sundays and holidays.

SECTION 7. The Supervisors Unit 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 Supervisors Unit 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 27
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 Superior Officer may be allowed up to five (5) days per year to attend seminars, courses or other training-related events related to professional performance without loss of pay; except two (2) days shall be allowed in any event; said days to be scheduled with

the mutual agreement of the Chief and the employee. One course tuition per year up to five (5) days may be paid by the Department. 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.

SECTION 6. Certification and Accreditation:

(a) Upon the Department obtaining Certification by the Massachusetts Police Accreditation Commission, Officers shall receive eight (8) hours of FLSA time during any fiscal year during which Certification status is awarded and maintained.

(b) Upon the Department obtaining Accreditation by the Massachusetts Police Accreditation Commission, Officers shall receive an additional eight (8) hours of FLSA time. Officers will, therefore, be awarded sixteen (16) hours of FLSA time in any future fiscal year(s) during which the Accreditation status is maintained.

ARTICLE 28
SUBSTANCE ABUSE PROCEDURES

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 (i) 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 not 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.

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.

(j) 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.

(k) 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 29
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.

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 150 days prior to July 1st. The 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 150 days, s/he will be given credit in the following manner:

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

.33 days for each week worked if Officer has five (5) years but less than ten (10) years' service

.50 days for each week worked if Officer has ten (10) years but less than fifteen (15) years' service

.66 days for each week worked if Officer has fifteen (15) years but less than twenty (20) years' service

.75 days for each week worked if Officer has over twenty (20) years' service.

When calculating the time, the hours will be rounded off to the nearest whole day:

EXAMPLE: .66 x 12 weeks equal 7.92 – rounded to 8 days
.66 x 11 weeks equal 7.26 – rounded to 7 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 25% amount due. During the 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 an emergency, it will be at the discretion of the Chief of Police if no Officer, full- 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 29, Time Bank, shall automatically cease to exist in its entirety.

ARTICLE 30
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 Supervisors Unit, 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 Supervisors Unit 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, 2019, and shall remain in effect until June 30, 2022. 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. Greenfield Superior Officers Association, Fraternal Order of Police Lodge 50, recognizes that health insurance costs are a significant and rising expenditure and liability to the City's annual budget. The Union will continue to cooperate with other Unions and the City through the Insurance Advisory Committee.

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

FOR THE CITY:

William Martin, Mayor

Dated: 8-26-19

_____

Dated: _____

_____

Dated: _____

FOR THE SUPERVISORS POLICE UNION:

_____ - president

Dated: 8/23/19

J. David McCarthy

Dated: 8/23/19

W R Gordon

Dated: 8/23/19

OTHER MATTERS

1. The City may implement and bi-weekly pay requirements provided that implementation of bi-weekly pay shall commence with payment of two weeks' pay.

2. The provisions of this Agreement shall (unless otherwise stated) become effective upon execution and (in the case of details) notice.

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

4. During the term of this Agreement, the City and Union agree to be willing to discuss, in a good faith effort to reach resolution, the issues of how to convert the bargaining unit to a "week behind" salary payment process and whether positions in the bargaining unit shall be removed from Civil Service, including conditions for removal.

5. The Union acknowledges that the staffing structure of the Supervisory staff below the position of Chief may include up to six Sergeants and at least three Lieutenants at the discretion of the City and that the Captain position may or may not be filled at the discretion of the City.

6. 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.

7. The Union agrees to support the City's effort and initiative to withdraw the Police Department from Civil Service. The Parties agree to bargain the impact of a withdrawal from Civil Service.

– End of Memorandum –