

## ARTICLE 23

### PROTECTION OF WORK OPPORTUNITIES:

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

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

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

## ARTICLE 24

### EDUCATIONAL INCENTIVE:

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

#### "Police Increments"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 25

### MISCELLANEOUS:

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

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

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

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

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

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