AGREEMENT BETWEEN
CITY OF WESTFIELD, MASSACHUSETTS
AND
INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, LOCAL 359
WESTFIELD SCHOOL CROSSING GUARDS
July 1, 2007 to June 30, 2010
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AGREEMENT BETWEEN
CITY OF WESTFIELD, MASSACHUSETTS
AND
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS
LOCAL 359, WESTFIELD SCHOOL CROSSING GUARDS

This Agreement is made and entered into by the City of Westfield, Massachusetts, hereinafter call the "City" and Westfield School Crossing Guards, Local 359, International Brotherhood of Police Officers and the employees of the City who are School Crossing Guards and members of Local 359 (I.B.P.O.) now or employees who are School Crossing Guards and later become members of said local 359, hereinafter called the "Union".

ARTICLE I. RECOGNITION AND SPECIFICATION OF BARGAINING UNIT:

1.0 The City hereby recognizes Local 359 (I.B.P.O.) as the exclusive bargaining agent for Westfield School Crossing Guards for the purpose of collective bargaining with respect to wages, working conditions and seniority.

1.1 The bargaining unit consists of employees who are School Crossing Guards excluding all other personnel of the City of Westfield.

ARTICLE II. MANAGEMENT RIGHTS

2.0 Nothing contained in this agreement shall limit the City in any way in the exercise of the regular and customary function of management including but not limited to the right to transfer, promote, demote, change assignment, and suspend or discharge for proper cause, change the hours of such assignments, provide all equipment necessary, judge ability and physical fitness, make such rules as are advisable and necessary for the proper and orderly operation of the department and generally to maintain efficiency. The parties agree that there is no custom or practice between the parties which has arisen since July 1, 1992 which limits the rights of management as enumerated herein. Notwithstanding the scope of the foregoing, the parties note that effective July 1, 1998, the parties have modified these management rights with respect to the filling of vacancies. See Article XV. Vacancies. The parties agree that the Management Rights enumerated herein remain in effect except as specifically limited by Article XV.

2.1 The Union acknowledges that the listing of specific rights in the agreement is not intended to, or shall be restrictive of, or a waiver of any of the rights of management not listed and
2.2 The parties hereto recognize that the City of Westfield is an affirmative action/equal opportunity employer (M/F/H), and the Union further recognizes the obligations of the employer under such stated commitment in the areas of employment, promotion, and termination.

ARTICLE III. UNION SECURITY

3.0 The City agrees not to discharge of discriminate against employees covered by this agreement for union membership or lawful union activities.

ARTICLE IV. SENIORITY

4.0 The City agrees to post a seniority list for employees in the class of School Crossing Guards for furlough purpose only. Such list will indicate the seniority of each traffic supervisor. Should it become necessary to furlough employees in this class for any reason, the City agrees to furlough the employee in said class with the lowest seniority regardless of whether said employee has union membership or not, and, wherever possible, the City shall give 30 days notice of such furlough. Should an employee be laid off or reduced in benefits and later return to full time service, his/her seniority and benefits shall be bridged effective at the time of his/her return to full time service. This shall mean an employee’s benefits shall be restored as though the employee had not left but credit shall not be given for time in which there was not full time employment or when the employee was on layoff or furlough.

4.1 When an employee is furloughed from this class, said employee shall notify the City in writing on the first workday of each month that he/she is available for re-employment. If offered work in this class by the City, he/she must accept it in writing and report for work within seven (7) days. Furloughed employees failing to notify the City of their availability for a period of two (2) months to accept work so offered shall forfeit all seniority rights.

4.2 To the extent consistent with Massachusetts law seniority shall be determined from first date of work as a Traffic Supervisor in a position within the collective bargaining unit (does not include time served as a substitute). The seniority of employees in this class shall be determined by their last date of continuous such employment.
4.3 New employees shall be deemed to be on trial for a period of one hundred thirty-two (132) working days from the date of hiring, and within such period the City shall have the right to discharge any employee of this class who in the opinion of the City is not qualified for the work for which he/she was hired. Days served as a substitute will not count toward the probationary period.

4.4 The City shall have the right, in its discretion, to employ temporary forces for emergencies

ARTICLE V. STRIKES AND LOCKOUTS

5.0 The Union or the employees covered under this agreement will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the City lock out its employees covered under this agreement during the term of the agreement.

ARTICLE VI. GRIEVANCE AND ARBITRATION PROCEDURE

6.0 The purpose of the grievance procedure shall be to settle grievances of the employees in the bargaining unit arising from the application and/or interpretation of this agreement, including problems concerning working conditions, on as low a level as possible and as quickly as possible so as to insure efficiency of the department's operation and to promote employee morale. Said grievance shall specifically cite the section or sections of this agreement which is the subject of a grievance.

6.1 Any employee covered by this agreement who has a grievance must submit the grievance in writing to the Union and to the Chief of Police within seven (7) days of occurrence or is shall not be considered a grievance under the terms of this agreement.

6.2 The City and the Union agree to the following Steps to be followed for the settling of all grievances under this agreement:

   Step 1: The employee who has a grievance shall first discuss the grievance with the Chief of Police or, in his extended absence, the Captain as Acting Chief and his Union steward or representative. The Chief of Police or, in his extended absence, the Captain as Acting Chief shall make his/her answer available in writing to the employee within seven (7) days.

   Step 2: If no agreement is reached, the employee involved and/or with his Union steward or representative, shall submit a copy of the original grievance and the
supervisor's response to the Mayor or his/her designee who shall attempt to schedule a meeting with the employee involved and /or his/her Union steward or representative within seven (7) days of receipt by the Mayor or his/her designee of the required documents. The Mayor or his/her designee shall render a written decision within seven (7) days of the meeting.

Step 3: If the grievance is still unresolved both parties shall within seven (7) days appoint their arbitrator and said arbitrator shall meet and attempt to resolve the grievance. Should said arbitrators fail to resolve the grievance, or fail to select a neutral arbitrator within seven (7) days, the matter shall be submitted to the American Arbitration Association for final determination. In lieu of the foregoing procedure, the parties may agree, after the conclusion of Step 2 to submit the grievance to arbitration before an arbitrator provided by the Massachusetts Board of Conciliation and Arbitration for final determination.

6.3 Arbitration will be restricted to issues arising out of or under this agreement.

6.4 The parties further agree that the fees and expenses of the arbitrator shall be borne equally by the parties.

6.5 The arbitrator shall have the right to determine the amount of retroactive pay, if any, the employee is due in the event he overrules the City's decision with respect to suspensions, discharge or discipline.

6.6 It is hereby specifically agreed by and between the City and the Union that any and all settlements of grievances, disputes, or differences settled between the parties, or as determined by an arbitrator, whichever is applicable, shall be final and binding upon all parties herein concerned.

ARTICLE VII. FUNERAL LEAVE

7.0 In the event of death of a member of the family of an employee the City will grant reasonable time off without loss of normal straight time compensation for all scheduled workdays falling within the five (5) day period following the date of death of a wife, husband, child and the three (3) day period next following the date of death in the immediate family (parents, sister, brother) or in the immediate household. For other members of the family, (parents -in-law, grandparents, grandchildren, aunts and uncles) one day without loss of pay will be granted if the funeral is held on a scheduled workday.
7.1 In the event of death of members of the immediate family (as outlined in paragraph 7.0) where the funeral is held outside of the State of Massachusetts, the leave afforded members of the bargaining unit shall be extended to four (4) days.

ARTICLE VIII. WAGES

For employees hired before 10/1/08:
- July 1, 2007 to June 30, 2008 $13.83 per hour
- July 1, 2008 to December 31, 2008 $14.64 per hour
- January 1, 2009 to June 30, 2009 $14.78 per hour
- July 1, 2009 to June 30, 2010 $15.22 per hour

All parties agree that the top rate of pay for employees hired before 7/1/08 shall not exceed two times (2X) the Massachusetts minimum wage.

For employees hired after 9/1/08:
- First 132 days: $12.00
- Next 180 days: $13.50
- Final step: $14.00

All parties agree that the top rate of pay for employees hired after 7/1/08 shall not exceed 1.75 times the Massachusetts minimum wage.

The Union acknowledges the City’s ability to switch to a bi-weekly pay system, provided a majority of City of Westfield employees’ bargaining units accept.

ARTICLE IX. SAVINGS CLAUSE

9.0 If any portion of this agreement shall be found to be inconsistent with the laws, such portion shall be ineffective and the remainder of the agreement shall remain in full force and effect.

ARTICLE X. SICK AND PERSONAL LEAVE

10.0 Effective 7/1/08, employees do not earn sick time. However, accrued balances on that day will continue to be available for use. An employee who is absent from work for five (5) consecutive work days or whose use of paid or unpaid sick leave appears to constitute an abuse may be required to produce a doctor's certificate verifying illness and allowing a return to duty.
10.1 Employees may request two (2) personal days with approval of the Chief of Police or authorized designee for personal days which mandate absence from work. Unless an emergency dictates otherwise, the request will be presented in writing three (3) days prior to the anticipated absence. In the event that an employee has earned an additional personal day pursuant to Paragraph 10.2, it is subject to the same rules as have been applied to personal days as set forth herein. Personal days shall not count as a paid or unpaid absence.

10.2 Employees who use two days or less of paid or unpaid sick leave each school year shall receive one additional personal day which will be credited at the beginning of the following school year. There shall be no accumulation of personal days.

ARTICLE XI. UNIFORM

11.0 Employees shall wear such uniform as is required by the Employer and shall not wear, while on duty, those items of clothing or footwear prohibited by the Employer.

11.1 Each employee shall be provided by the Employer with one set of clothing uniforms items for winter wear and one set of clothing uniform items to be worn at other times of the year. The Employer shall also provide one safety traffic vest, one rain coat (hooded), one pair white gloves, one pair green mittens, and one cap (or two caps, one winter and one for other seasons, upon employee request) to be worn as uniform items. As needed, each employee may request replacement, at the employers' expense, of a clothing uniform item, a traffic vest or a cap. The provision of such replacements shall be in the sole discretion of the Chief of Police.

11.2 All uniform items remain property of the City and shall be returned when replaced or upon separation from duties as a Traffic Supervisor. Upon written request, the Chief of Police may waive the requirement that uniform items be returned.

11.3 Protective gear will be issued by the department.

ARTICLE XII. DURATION OF THIS AGREEMENT

12.0 After full discussion and negotiation between the parties this agreement contains all the agreement understandings between the parties hereto.
12.1 This agreement is effective as of the first day of July, 2007 and shall remain in effect through June 30, 2010. No less than sixty (60) days prior to the termination date of this Agreement, the Union shall notify the City it wishes to begin negotiations over a successor agreement. This Agreement, however, shall continue in full force and effect until a new Agreement is reached.

ARTICLE X111. FITNESS FOR DUTY EXAMINATION

13.0 The Employer shall have the right to require an Employee to undergo such physical or other job-related examinations at such times and places as the Employer may reasonably and lawfully require. These examinations shall include but are not limited to examinations which are scheduled as a result of on-the-job injury or illness or return to duty examinations after extended absence from work due to non-work-related illness or injury. However, if the employer desires employees to undergo physical examinations for any situation other than those described, above, the Union shall be notified in advance of the exam. The cost of such examinations shall be at the employer's expense. Employees shall cooperate as needed.

13.1 Any employee when disabled by an accident or injury arising out of and in the course of his/her employment may file for benefits under Workers' Compensation, M.G.L. ch. 152.

ARTICLE XIV. SEVERANCE BENEFIT

14.0 An employee who has served a total of ten (10) full years as a Traffic Supervisor shall upon the termination of his/her employment be entitled to a one time severance payment of five hundred dollars ($500). Should termination from employment be caused by the employee's death, said payment shall be made to the employee's surviving spouse, if any, and, if none, to his/her estate. Should the employee's termination from employment be by the employer for cause, this benefit shall be forfeit.

ARTICLE XV. VACANCIES

15.0 A vacancy is defined as an opening arising from promotion, transfer, death, retirement, resignation, involuntary separation from City service or the availability of a new position. Temporary absence from work due to illness or injury does not create a vacancy. Such a temporary absence is filled in accordance with current practice (Substitute Traffic Supervisor, etc.). Likewise, a vacancy which arises during the course of the school year is
filled in accordance with current practice. However, each July all School Crossing Guards shall attend a meeting with their Police Department supervisor. At that meeting, the Police Department supervisor shall set forth the school assignments for the school year. Each Traffic Supervisor shall keep the same assignment as he/she had at the end of the prior school year. Any vacancies which have arisen shall be made known to all those in attendance. This shall include any vacancy which had arisen during the prior school year which was filled with a Substitute for the balance of the school year. All vacancies shall then be filled by the Police Department supervisor polling all those in attendance as to who wants to fill the vacancy. If more than one Traffic Supervisor desires to fill the vacancy, notwithstanding the language of Article IV, number 4.0, the most senior individual shall be appointed. If that appointment causes a vacancy, that vacancy shall be filled in the same manner until all unit members have received their assignments. Any vacancy thereafter remaining shall be filled by the Police Department as required. For purposes of this Article, seniority is calculated in accordance with Article IV, number 4.2.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by the undersigned authorized individuals this __________ day of September, 2008.

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS
WESTFIELD SCHOOL CROSSING GUARDS
LOCAL 359

By: Sheryl Lewis
Président, Sheryl Lewis

Date: 9.8.08

CITY OF WESTFIELD

By: Michael Boulanger, Mayor

Date: 8-16-08
MEMORANDUM

DATE: February 4, 2013
TO: Robert Dickson, IBPO
FROM: Jeffrey R. Krok, Assistant Personnel Director
SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed copy of the memorandum of agreement for the Westfield School Crossing Guards for 1% increases as of July 1, 2011.

/aec

Attachment

cc: John Camerota, Police Chief
Deborah Strycharz, City Auditor
MEMORANDUM OF AGREEMENT

The City of Westfield and the Westfield School Crossing Guards, Local 359 of the International Brotherhood of Police Officers, agree to the following settlement;

Effective July 1, 2011 - 1% salary increase

Effective July 1, 2012 - 1% salary increase

Effective July 1, 2013 - 1% salary increase

The contract Expires - June 30, 2014

Robert F. Dickson, IBPO

Daniel Knapik, Mayor of Westfield

Dated: January 28th, 2013
June 25, 2010

City of Westfield
And
IBPO, Westfield School Crossing Guards

MEMORANDUM OF AGREEMENT


Wages- Year 1= 0% Year 2 and Year 3 will have a opener for economic issues only.

Wages- The City can implement bi-weekly payroll and mandatory direct deposit.

Both parties agree that there will be no layoff of unit members in FY11.

FOR CITY OF WESTFIELD

[Signature]
Mayor

Date: 7/1/10

FOR IBPO, WESTFIELD SCHOOL CROSSING GUARDS

[Signature]
President

Date: June 24, 2010
Memorandum Of Agreement

Westfield Crossing Guards IBPO Local 359

And

The City Of Westfield

1. The parties agree to three (3) year successor agreement with base wage increases during the life of the contract 7/1/2019 through 6/30/2021 as follows.
   a. 1% effective 7/1/2019
   b. 2% effective 7/1/2020
   c. 2% effective 7/1/2021.

2. The Parties agree to remove or delete the agency language in the current collective bargaining agreement.

For the Union

[Signature]

Date 9/13/2019

For the City

[Signature]

Date 9/16/19