

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WESTFIELD, MASSACHUSETTS

AND



UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 Unit MADIV 103
Westfield Dispatchers

July 1, 2022 – June 30, 2025

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AGREEMENT BETWEEN
CITY OF WESTFIELD, MASSACHUSETTS
AND UNITED PUBLIC SERVICE EMPLOYEES UNION
(DISPATCHERS)

This agreement entered into by the City of Westfield, hereinafter referred to as the Employer, and the United Public Service Employees Union, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution for differences; and the establishment of rates of pay, hours of work and other conditions of employment. The word "his" or "he" appearing in this Agreement shall apply to all employees regardless of sex.

ARTICLE I: RECOGNITION -MANAGEMENT RIGHTS

- A. The City hereby recognizes the **United Public Service Employees Union** as the exclusive bargaining agent for a unit consisting of all full-time and regular part-time emergency telecommunication dispatchers employed by the City of Westfield, but excluding the Public Safety Communications Center Administrator, all managerial, confidential or casual employees, and all other employees of the City of Westfield.

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

- B. The employer, the City of Westfield, by this Agreement retains all authority to take personnel action of any sort it had prior to this collective bargaining agreement except where specifically restricted by the terms and conditions of this Agreement.

Nothing in this Agreement shall be interpreted to prohibit management from (1) establishing shifts; or (2) subcontracting out work where appropriate and economical in accord with the law (subject to Massachusetts General Laws, Chapter 150E). If

management exercises any of these two rights, then it shall meet with the Union to bargain the impact of such change, except where such subcontracting is a continuous past practice.

ARTICLE II: UNION REPRESENTATIVES

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

The above representatives (maximum of two members) shall be granted reasonable time off during working hours to investigate and settle grievances. The Union shall be permitted to use those facilities of the Employer it has used in the past for transaction of Union business.

ARTICLE III: UNION DUES

Employees shall have the option to tender bi-weekly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each Employee who executes or has executed such form and to remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made the third week of the succeeding month.

During new employee orientation for members of the Unit or during the first thirty days of employment the Union shall be provided an opportunity to meet with the new employee for a period not to exceed twenty minutes. It is understood that the meeting will occur during working hours. The Union may decide how and when the meeting will occur within the confines of the first sentence of this paragraph.

The following form shall be the proper form for authorizing the deduction of dues:



UNITED PUBLIC SERVICE EMPLOYEES UNION

HEADQUARTERS
3555 Veterans Memorial Hwy, Suite H, Ronkonkoma, NY 11779
631-738-8773

APPLICATION FOR MEMBERSHIP

I, the undersigned, hereby apply for admission to membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation. If admitted to membership, I agree to abide by the laws of the local Constitution and By-Laws. And, I hereby authorize any employer by whom I am employed, to deduct my monthly union dues from my wages and pay the monies deducted to UPSEU. This authorization shall continue from the date of signing until revoked by registered letter to the Union Secretary and employer.

Name _____ Classification _____
(Print Full Name)

Address _____ Town _____ State _____ Zip _____

Employer _____ Present wtdly salary or hrly wage _____

Date of Hire _____ E-mail Address _____

Date of Birth _____ Social Security No _____

The following form shall be the proper form for authorizing the deduction of Agency Fee.



United Public Service Employees Union
Headquarters 3555 Veterans Highway · Suite H · Ronkonkoma · NY 11779
631-738-8773 · Fax: 631-738-7236

AUTHORIZATION FOR AGENCY FEE PAYROLL DEDUCTION

I hereby authorize the below named employer to deduct from my pay in accordance with the current practices, the amount certified as the agency fee and to remit such amounts to the employee organization in accordance with the arrangements with my employer. I further authorize any change in the amount to be deducted which is certified by the above named employee organization as a uniform change in its agency fee structure.

Name of Employee (print full name) _____

Address _____ Town _____ State _____ Zip _____

Telephone # _____ Email Address _____

Last 4 digits Social Security _____ Date of Birth _____

Employer _____ Date of Hire _____

Signature of Applicant (Do Not Print) _____ Date of Application _____

ARTICLE IV: DISCRIMINATION AND COERCION

There shall be no discrimination by Public Safety Communications Center Administrator or any agents of the employer against any employee because of membership in the Union, race, creed, color, sex, age, disability, sexual orientation, or Union activity. The Union and the City agree that when employment practices constitute discrimination, those conditions must be eliminated to ensure equal opportunity. The parties hereto recognize that the City of Westfield is an Affirmative Action/Equal Opportunity Employer (M/F/H) and the Union recognizes the obligation of the employer under such stated commitment in the area of employment.

ARTICLE V: GRIEVANCE AND ARBITRATION PROCEDURE

Should any grievance or dispute arise between the parties relative to wages, hours, and other conditions of employment, including the application, meaning or interpretation of this Agreement, there shall be no cessation of work on account of such difference and every effort shall be made to settle the difference in the following manner:

A grievance may be filed by an employee, employees, or the Union. The Union shall have the right to file a grievance with or without an employee obtaining reasonable knowledge of its occurrence. The Union shall be afforded the right to be present at any grievance meeting.

STEP 1: The grievance shall be discussed informally with the Public Safety Communications Center Administrator within ten (10) working days next following either the occurrence of the grievance or the date of first reasonable knowledge (by Union or employee) of its occurrence, whichever is later.

The Public Safety Communications Center Administrator shall reply to the grievance within ten (10) working days after the informal discussion. (Nothing contained herein shall prohibit the Union from filing a grievance without first knowledge of the employee).

STEP 2: If the grievance has not been settled, the grievance shall be reduced to writing and presented to the Public Safety Communications Commission within ten (10) working days after the response of the immediate supervisor is due. The Commission shall hold a hearing and shall respond to the grievance in writing within ten (10) working

days from receipt of the grievance.

STEP 3: If the grievance has not been settled, the grievance shall be presented to the Mayor or his/her designated representative within ten (10) working days after the response of the Public Safety Communications Commission is due. The Mayor or his/her designated representative shall hold a hearing and shall respond to the grievance in writing within ten (10) working days from the date of the hearing.

STEP 4: If the grievance has not been settled, the Union may submit the grievance to arbitration. Such submission must be made within twenty (20) working days after the response of the Mayor or his/her designated representative is due. The American Arbitration Association shall provide a list of arbitrators and the parties shall choose an arbitrator in accordance with the procedures of the American Arbitration Association. Resolution of the grievance shall be completed where possible, and, if no appeal is taken, within three (3) weeks of receiving the arbitration award. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

In the event that a favorable decision to the Union is not implemented in a reasonable time, the Union may proceed to the next step.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party, and to the arbitrator.

Time limits in this Article may be waived or extended only by mutual agreement of the parties.

A grievance may be submitted directly to Step 2 or Step 3 by mutual agreement of the parties.

In lieu of using the American Arbitration Association, the parties may agree to substitute as arbitrator an arbitrator assigned by the Massachusetts Board of Arbitration and Conciliation. Time limits remain unchanged.

Parties agree that if the "Public Safety Communications Commission" is disbanded

or ceases to function for whatever reason, the duties and responsibilities of said Commission shall be performed and be fully encompassed by the Director.

ARTICLE VI: SENIORITY

The length of service of the employee in the most recent continuous employment of the City of Westfield shall determine the seniority of the employee. Except in cases where physical condition, or license, or classification requirements necessitate, the principle of seniority shall govern and control in cases within the department of the bargaining unit work force as to preference in assignments to vacancies, choice of vacation periods, and choice of work shift.

This Article of the Agreement shall apply only to employees not protected under Chapter 30 or Chapter 31 of the Massachusetts General Laws. Whenever the Employer determines a layoff will take place, employees covered by this Article will be laid off in reverse order of their seniority.

Employees shall be recalled or reinstated by in reverse order of seniority, that is, the person with the highest seniority shall be rehired or reinstated first to positions which become available and for which the laid off employee is qualified.

Employees on layoff shall have recall rights to vacant positions within the bargaining unit of two (2) years.

ARTICLE VII: HOURS OF WORK

Employees will be assigned to staff the 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12 midnight, and midnight to 8:00 a.m. shifts and shall work a "4" and "2" schedule. The City reserves the right to staff with only one ETD.

It is agreed that each employee shall appear at shift change in an approved departmental uniform. ETD's must be present at shift change no less than fifteen (15) minutes before the start of the shift. The agreed upon value of shift change is included in the hourly rate as stated effective July 1, 2005, Existing work schedule has not changed. (Employees are paid for shift change as part of their base wage.)

Except for unusual circumstances employees shall be allowed to select the shift on which they desire to work according to seniority in rank. If the date of appointment to

rank is equal, the employee having the lower identification number will have the first choice. The choice of work shall be made on an annual basis on November 1st, with such changes to take effect January 1, once selected by an employee shall not be changed until the next succeeding annual date, without his/her consent. Whenever possible, shift vacancies will be posted for seven (7) days, and the most senior employee bidding on the vacancy will be assigned.

Nothing in this section shall be considered to be a limitation on the number of hours an employee may be required to work to meet the emergency operating needs of the employer.

In keeping with state law, employees late to work shall be docked for actual time missed from work.

Daylight Savings: Parties agree unit members working on Day light savings days shall be paid for actual hours worked, meaning autumnal overnight shift shall be a nine (9) hour shift, and the spring overnight shift shall be a seven (7) hour shift.

SWAPS (SPECIAL LEAVES)- Each employee shall be granted special leave with pay for a day on which he/she is able to secure another employee to work in his/her place, provided as follows:

- Such substitution does not impose any additional cost to the City;
- The substitution is approved in Aladtec by the Supervisor in charge and agreed by both parties; and
- Once a shift swap is accepted and approved, the swapped shift that is scheduled will be treated as any other scheduled shift for that employee.

ARTICLE VIII: REST PERIODS

All employee work schedules shall provide for a fifteen (15) minute paid rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift.

ARTICLE IX: MEAL PERIODS

All employees shall be granted a paid meal period of one (1) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. Dispatchers will be required to respond to emergencies during lunch.

ARTICLE X: OVERTIME

Section 1: Overtime Standards

The Public Safety Communications Department is committed in its efforts to make sure all overtime jobs are distributed fairly. It is also committed in its efforts to comply with the agreement made by the Union and the City of Westfield.

The following procedures shall be followed to accomplish this effort. It shall be the responsibility of the Administrator to make sure that these procedures are followed when overtime jobs are being filled on his/her shift.

When assigning overtime to the Emergency Telecommunication Dispatchers, the Employer shall distribute jobs in accordance with the ETD's standing on the Money Earned List. The Money Earned List will consist of all overtime over and above weekly pay (37.5 hours).

The order of the call-in shall be:

1. Full-time ETD who is on a scheduled day off and has earned the least amount of money as indicated on the most recent Money Earned List will be called first.
2. In the event that one or more of the full-time ETD's are at an equal amount of overtime money earned, then the full-time ETD with the most seniority will be called first.
3. If none of the full-time ETD's who are on a scheduled day off accept the overtime assignment, then the full-time ETD's who are scheduled to work will be called based upon the least amount of overtime money earned as listed on the

most recent Money Earned List.

The standard work schedule shall consist of four (4) consecutive days consisting of eight (8) hours of duty per day, followed by two (2) consecutive days off. Should an employee be entitled compensatory time (TC) and should the compensatory time be earned at a time when overtime might be paid, such time may be taken at time and one-half (1 1/2). Compensatory time shall accrue to a limit of two hundred (200) hours and will be paid 100% value upon retirement or separation.

Compensatory time (TC) can be taken in one-hour increments, with one hour being the minimum.

When an employee completes a shift and then is called back for any reason, he/she shall receive a minimum of four (4) hours pay which shall be paid at the overtime rate.

No employee shall be allowed to work more than sixteen (16) hours consecutively without a break (four [4] hours), unless there is an emergency situation.

It is agreed among the parties that in any department, upon declaration of an emergency by the Mayor, reasonable mandatory overtime may be assigned.

The employer shall keep records in each Aladtec and money earned list of the overtime work. In case of a grievance involving such records, they shall be subject to examination of the Union Representative with the department head or his/her designee of the division involved.

Section 2: Voluntary Overtime Hiring Process

1. ETD's can sign up for overtime by the Friday before the week being filled in Aladtec for any day(s) they wish to work, with full time ETDs having preference.
2. ETDs who signed up for overtime are subject to being assigned to the shift without any prior notification. Once assigned overtime on the schedule that shift is then the responsibility of the ETD assigned.
3. Employees currently (2016) work a four (4) and two (2) schedule, so a standard work week for the Department is six (6) calendar days. Employees may voluntarily

sign up for any vacancies for the week following next from Sunday to Saturday. For example, on Friday April 29th, selections shall be made for the week of Sunday May 8th through Saturday May 14th. This process will continue on a weekly basis thereafter. On Saturday, the vacant shifts will be filled by the employer based upon seniority by the Director or senior employee on duty in accordance with the established processes of the CBA.

4. Any full-time employee who volunteers for and is awarded a shift may not subsequently withdraw his/her selection and must work the shift.

5. On Friday evening, a yellow line will be drawn after the last name signed up on the Master Sheet of intent for both the day off and day on list. The yellow line marks the bottom of the list of volunteers that have signed up by the designated deadlines. ETD's can still sign up below the yellow line for overtime after the designated deadlines and before the corresponding overtime shifts are filled.

6. All ETD's signed up above the yellow line have met the designated deadline and will be contacted in order according to the contract. Any ETD's below the yellow line who missed the deadline will be contacted if open shifts remain after all ETD's above the yellow line had the opportunity to accept or refuse the open shifts. ETD's below the yellow line will be contacted in accordance with their order under the yellow line.

8. ETD's who remain signed up for overtime and refuse when offered will be charged as working eight (8) hours of overtime on the Money Earned List.

Section 3: Court Time

An employee who, when he/she is not scheduled to work, is required to appear in court as a witness for the Commonwealth for a work-related reason or for a show cause hearing shall be paid for all time in attendance at court at time and one-half, but in no event less than three and one-half (3½) hours at the time and one-half rate. However, if

an employee is summoned by the Department to appear in court for a work-related reason with less than twenty-four (24) hours' notice, he/she shall receive a minimum equal to call back time (four [4] hours). In addition, in work-related criminal cases, travel time shall be paid as follows: Northampton, Springfield, Holyoke and Chicopee -one (1) hours pay at time and one-half. The City shall pay each employee who must use his/her own vehicle to attend a work-related criminal case in court outside of Westfield the prevailing rate for mileage paid by the City of Westfield, and shall reimburse employees for the cost of parking, provided the City, at its option shall not have provided other means of transportation.

Should an employee who, when he/she is not scheduled to work, is called to testify in a civil proceeding with regard to information obtained while in the performance of his/her duties as a dispatcher, such employee shall be paid for such time at straight time.

Section 4: Forced Overtime

An employee required to attend a mandatory meeting outside his/her regularly scheduled shift shall be compensated at double time.

The first forty (40) hours of overtime hours worked by an employee during a calendar month, whether "voluntary" or "forced," shall be paid at time and one half. After the first forty (40) hours of overtime hours worked, any subsequent "forced" overtime worked by an employee shall be paid at double time. Voluntary overtime worked during a calendar month shall be paid at time and one half. "Forced" overtime shall mean any work the employee is required to perform outside the employee's regularly scheduled work hours.

In the event forced overtime becomes necessary, the employee with the least total overtime hours for that month, including both forced and voluntary overtime, shall be forced for that shift. In the event the total overtime hours are the same, the employee with the least seniority shall be forced.

The Forced Overtime list shall be reset on the 1st of each month."

Section 5: Per Diems

If a dispatcher has been absent for five (5) days and it has been determined that it will be a long-term absence (defined as twenty (20) calendar days and not including

vacation); the City will be allowed to replace the full-time dispatcher with a per diem during that period of absence.

ARTICLE XI: VACATIONS

1. An employee covered by the terms of this Agreement shall receive vacation as provided herein.

2. An employee shall be eligible for an annual vacation with pay following completion of one (1) year of service from his/her initial date of hire.

3. All employees so employed shall be granted an annual vacation with pay under the following conditions:

A) Upon the anniversary date of completion of one (1) year of employment as provided in 2. above, the employee will be credited with two (2) weeks (14 working days) of vacation with pay. Such vacation is to be taken in the fiscal year it is credited or, should sufficient time not be available, such vacation time will be carried over into the next fiscal year.

B) Following the completion of two (2) years of employment; three (3) years of employment; and four (4) years of employment; a vacation of two (2) weeks (14 working days) each such year with pay will be credited the employee. Such vacation shall be posted as of July 1 each fiscal year.

C) Following the completion of five (5) years of employment; six (6) years of employment; seven (7) years of employment; eight (8) years of employment; nine (9) years of employment; a vacation of three (3) weeks (21 working days) each such year with pay will be credited the employee. Such vacation shall be posted as of July 1 each fiscal year except that the additional week shall be posted on the anniversary date following the fifth year of employment.

D) Following the completion of ten (10) years of employment; and eleven (11) years; twelve (12) years; thirteen (13) years; fourteen (14) years, a vacation of four (4) weeks (28 working days) each such year with pay will be credited the employee. Such vacation shall be posted as of July 1 each

fiscal year, except that the additional week shall be posted on the anniversary date following the tenth year of employment.

E) Following the completion of twenty (20) or more years of employment, a vacation of five (5) weeks (35 working days) each such year with pay will be credited the employee. Such vacation shall be posted as of July 1 each fiscal year except that the additional week shall be posted on the anniversary date following the twentieth year of employment.

4. It is the policy of the Employer to credit each employee, following his/her first year of employment, with his/her earned vacation time and post such credit as of July 1 of each fiscal year

5. In the event an employee, from the second year of employment forward, shall not work a full year, such vacation as would be earned during such less than full year shall be prorated in accordance with the schedule as shown herein.

6. Upon separation from employment by virtue of resignation, retirement, or death, an employee may not receive vacation payment for time actually worked beyond the beginning of the fiscal year, unless such additional vacation time is due as the result of the employee's next anniversary date being reached. In no event shall any employee receive more than the amount of vacation pay he/she would have been entitled to had the separation not occurred. If separation is caused by death, payment shall be made to the employee's spouse or beneficiary.

7. Any employee who has started his/her vacation, and who is called back to work by the department, shall be paid at the rate of time and one-half (1 1/2) for the hours worked during his/her vacation period, in addition to his/her regular vacation pay.

8. In the event that an employee with accrued but unused vacation leave has used all of his/her accrued sick leave then, in that event, the employee may use vacation leave in lieu of sick leave so as to allow him/her to receive a paycheck during a period of time when he/she would otherwise be in a no pay status provided, however, the employee receives the permission of the Public Safety Communications Center Administrator in advance.

9. Employees shall have the right to carryover up to five (5) days of vacation leave from one fiscal year into the following fiscal year provided: (a) employee provides written notice in such form as may be required to the Public Safety Communications Center Administrator by June 1 of his/her exercise of this right and (b) the days as carried over as of right are used by October 31 or else are forfeit. In the event that illness or injury prevented an employee from taking scheduled vacation leave prior to the end of the fiscal year or in the event that the Public Safety Communications Center Administrator verifies that the workload of the department prevented that employee from taking his/her allotted vacation leave prior to the end of the fiscal year then, in either such event but no others, the employee shall have the right to carryover up to seven (7) additional days of vacation leave from one fiscal year into the following fiscal year but all such days must be used after October 31 and before December 31 or else are forfeit. The employee must provide written notice of his/her claim to these additional vacation carryover days in such form as may be required to the Public Safety Communications Center Administrator by June 1. For purposes of clarity, the maximum vacation carryover is limited to fourteen (14) days.

10. Illness suffered during vacation time shall be considered vacation time and not sick time.

11. Vacation Selection-Employees will pick vacation twice per year on November 15th for the period January 1-June 30 and May 1st for the period July 1 - December 31. There shall be two (2) rounds of vacation picks during the selection period. During the first round, the order of vacation picks shall be by seniority with the employees with the greatest seniority picking first. Each employee shall be limited to twelve (12) vacation days during the first round. Once all employees have completed their first-round selections, a second round will commence by seniority and the employee may, if they so choose, pick additional vacation days without limitation. Any vacation not chosen after the second round may be scheduled on a first come first serve basis until the next vacation selection date. When center staffing has increased to 12 permanent, full-time dispatcher positions (filled or not) no more than three (3) employees (1 per shift) may be on vacation on any 24-hour block. Vacation leave may not be converted to time coming once the vacation day is selected. Any additional requests will be granted at the discretion of the director. Requests shall not be unreasonably withheld.

Probationary employees will pick vacation days after all other full-time ETD's have completed both rounds of picks.

EXAMPLE OF OPERATION OF REVISED VACATION PROCEDURES FOR ETD EMPLOYEES

Employee X,

Initial date of hire: November 1, 1987 (FY 1988)

Credited with two weeks (14 days) vacation on November 1, 1988 (FY 1989). (Such vacation to be taken between November 2, 1988 thru June 30, 1989).

(Years of service = 1).

Credited with two weeks (14 days) vacation July 1, 1989 (FY 1990)

(Years of service = 2).

Credited with two weeks (14 days) vacation July 1, 1990 (FY 1991)

(Years of service = 3).

Credited with two weeks (14 days) vacation July 1, 1991 (FY 1992)

(Years of service = 4).

Credited with two weeks (14 days) vacation July 1, 1992 (FY 1993). On November 2, 1992 credited with third week (5 days) per contract agreement. (Third week to be taken during FY 1993 or carried over per contract).

Credited with three weeks (21 days) vacation July 1, 1993 (FY 1994).

(Years of service = 5).

Credited with three weeks (21 days) vacation July 1, 1994 (FY 1995).

(Years of service = 6).

An employee entitled by years of employment to five (5) weeks of vacation shall have his/her vacation prorated in accordance with the same formula.

Accrued vacation allowance is computed on the basis of one-twelfth (1/12) of the employee's annual vacation allowance for each full month of employment between the employee's most recent employment anniversary date and the date of termination.

ARTICLE XII: HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday (Presidents' Day)	Columbus Day
Easter	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
	Juneteenth

If a holiday is by State Law celebrated on Monday, rather than a Sunday, (this is by State Law) employees generally are to be given Monday off. The employee will be paid holiday pay on the Monday rather than the Sunday. The holidays of Christmas, New Year's and Independence Day shall be celebrated on December 25, January 1, and July 4 respectively.

ARTICLE XIII: SICK LEAVE

1. A bargaining unit employee with sick leave accumulated will receive sick leave for a bonafide absence due to personal illness, non-job-related injury, or quarantine regulation of the Board of Health which makes it impossible or unlawful to report to work.

2. Each such employee shall earn one- and one-half days of sick leave for each full calendar month the employee is in a pay status the entire month. Sick leave shall be credited to the employee the first work day following the month in which it is earned. In no event shall an employee absent from work due to on the job injury which has resulted in weekly workers compensation indemnity payments continue to accrue sick leave beyond six months after the date of the on the job injury (See Article XVIII

Workers Compensation). Employees hired after July 1, 2015 shall accrue sick leave at the rate of one (1) day for each full calendar month the employee is in a pay status the entire month.

3. Unused sick leave shall be allowed to accumulate without limit. Any accumulation which employees have at the effective date of this agreement shall be retained by the employee. Employees hired after July 1, 2015 of this agreement shall accrue sick leave to a maximum of 250 days.

4. Employees who are absent due to the taking of sick leave, unless approved by their department head in advance, must call in within four (4) hours of his/her normal start time, unless in the event of an emergency, or the absence will be treated as non-pay status. Employees without a sick leave balance but who are unable to report due to illness must adhere to this requirement.

5. In the event of the absence from duty of a covered employee for five (5) or more consecutive scheduled work days due to illness or injury the employer shall require a doctor's certificate before approving further sick leave. In the event that an employee's use of sick leave or pattern of calling in sick is such that it is reasonable to perceive that an employee is claiming sick time when not entitled to same, employer may require a doctor's certificate to verify that sick leave use, of whatever duration, is proper.

6. A bargaining unit member may apply to the Public Safety Communications Center Administrator to allow up to five (5) days leave per fiscal year to be deducted from the member's sick leave accumulation for the express purpose of attending to the needs of a sick dependent child, spouse, or parent of such member, which leave shall not be unreasonably denied by the department head. To be eligible to use this benefit the sick dependent child or sick spouse must actually reside with the member. In the case of a sick parent, the member must be the primary caregiver to the sick parent and/or the sick parent must reside with the member who seeks to use this benefit. The parties agree that the Public Safety Communications Center Administrator may request a written statement from a physician attesting to the illness of the individual whose illness gives rise to the request of the bargaining unit member for such leave.

7. At the end of each quarter, an employee who has used no more than

three and one half (3.5) hours sick leave will earn four (4) hours to be used as vacation in the next fiscal year. Quarters shall be deemed to end September 30, December 31, March 31, and June 30 of each year. An employee, upon his/her retirement, resignation, layoff, or upon the death of an active employee, his/her estate, will be paid for such vacation time earned.

8. An Employee upon his/her retirement, i.e., the effective date that an employee both ceases active City employment and commences entitlement to receipt of a monthly retirement allowance through Westfield Contributory Retirement System, or upon the death of an active employee, his/her estate, will be paid for accumulated unused sick leave up to a maximum of seventy-five (75) days. If a qualified employee has two hundred (200) or more accrued days, the employee/estate will be paid for one hundred (100) days of unused sick leave. Employees hired after July 1, 2015 will be paid for accumulated unused sick leave up to a maximum of forty (40) days.

Beginning July 1, 2014, the City may decide on a case-by-case basis determined by the City and based on budgetary considerations that severance amounts under this article can be made over a period of three (3) successive years following retirement. In the event that the City makes such a determination, the affected employee will be notified in writing by February 1st of the calendar year in which notice of retirement is made under this Article. In the event that the City triggers this provision, a payment can be made in the calendar year of retirement, as long as the requirements of this Article are satisfied. The Parties further agree that any unit member may elect to spread the severance payments under this Article over a period not to exceed three years, provided written notice of this intention is given to the City's Chief Financial Officer [Auditor] by February 1st (assuming the City does not notify the unit member of an intention to spread the severance payment over three fiscal years).

9. Employees providing advance retirement notification (by December 31 of the previous fiscal year) for the severance payout plan will have the ability to buy back an additional ten (10) days (if the days exist in the employee's record) of severance pay upon separation.

10. In the following fiscal year employees may use one (1) day of sick leave

as a vacation day providing that they have accumulated at least seventy-five (75) sick days, and have not used more than fourteen (14) hours of sick time in the previous year.

ARTICLE XIV: DISABILITY EXAMINATION

The employer shall have the right to require the employee to undergo such physical or other job-related examinations at such times and places as the employer may reasonably and lawfully require. The cost of such examinations shall be at employer's expense. Employee shall cooperate as needed. This section is not to be construed as requiring the employer to furnish such examination or to furnish any medical or other treatment that may be recommended by the doctor performing the examination.

ARTICLE XV: JURY PAY AND VOTING LEAVE

1. The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty per current procedure.

2. An employee whose schedule of work renders it impossible to vote shall be granted one (1) hour's leave to vote.

ARTICLE XVI: WORKERS' COMPENSATION

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.

Any such injury must be immediately reported to the supervisor. The report of injury shall be completed in triplicate and one (1) copy shall be retained in the employee's personnel file and one (1) copy forwarded to the Workers' Compensation agent as soon as practicable.

Nothing herein shall be interpreted to conflict with General Laws Chapter 152.

Accident reports and medical authorizations shall be readily available at all work sites.

In the event the employee is physically unable to complete an accident report for any reason, his/her immediate supervisor shall fill it out. To the extent legally feasible, should a supervisor fill out a form late, it shall be received as though it had been filed on the occurrence of the accident.

Employees who are injured and are receiving weekly indemnity payments under workers compensation are allowed to accrue vacation leave and sick leave but only until six months from the date of injury at which time further accrual shall cease. Vacation leave and sick leave accrued during this six-month period of time shall be available to the employee only upon return to work.

An employee absent because of industrial accident shall be entitled to use unused vacation, sick leave or personal days accrued through his/her date of on-the-job injury to make up the difference between his/her regular weekly pay and workers compensation. In addition, for such employees, sick leave may be used to cover periods for which workers compensation is not in effect to a maximum of six days. Nothing in this Agreement shall preclude an employee injured on the job from using unused sick leave accrued through his/her date of on-the-job injury as provided in Massachusetts General Laws, Chapter 152, Section 69.

ARTICLE XVII: MATERNITY/PATERNITY LEAVE

1. Employees who must be absent from work due to pregnancy, complications of a medical nature associated therewith or recovery from birth shall be accorded the same benefits and are subject to the same requirements as is any unit member who suffers from a temporary non-work-related disability.

2. In no event shall an employee absent from work due to the birth of her child be separated from service or otherwise subject to adverse personnel action provided said employee is absent from work due to the birth of a child no more than 12 weeks in any 12-month period of time as a result of giving birth. This numbered paragraph does not and is not to be construed as addressing the issue of pay status during this 12-week period which is addressed elsewhere herein.

3. Maternity leave shall commence prior to the date of birth if the employee submits a written request to the Personnel Director in such form as is required together with a doctor's certificate stating that it is the doctor's judgment that the employee

should cease her employment pending birth. In the event that the employee reports for work through the date of birth, maternity leave shall commence as of the first work day after the date of birth.

4. During the 12 weeks which follow the date upon which maternity leave commences, employee shall draw such unused, accumulated sick leave as is available in her sick leave account so as to provide a normal week's paycheck. Once this is exhausted, she may, at her option during these 12 weeks, continue an income by drawing her unused vacation leave. It is the employee's responsibility to make the necessary arrangements to use vacation leave for this purpose in advance.

5. Maternity leave may be extended for a period of time up to 6 months from the date upon which it commences. A written request in such form as may be required must be presented to the Personnel Director prior to the expiration of the 12-week period of time referred to at number 4, above. Prior to granting or disapproving same, the Personnel Director shall consult with employee's department. If the Personnel Director approves an extension of maternity leave, it shall be treated as a leave of absence without pay unless (1) the employee has remaining vacation leave in which case, if the extension is granted, the employee shall draw her vacation leave, or (2) the employee has accumulated unused sick leave remaining in her account and she both (a) requests to draw this sick leave and (b) presents a doctor's certificate verifying that she continues to be incapacitated from work duties. If eligible to draw sick leave, sick leave shall be drawn first.

6. In no event shall the use of sick leave or vacation leave extend maternity leave beyond the period of time as granted. Maximum maternity leave is 6 months from the date it commences.

7. Parties recognize and agree to comply with the minimum requirements of MGL c. 149 s. 105D regarding paternity leave. Parties understand there exists a difference between maternity leave benefits negotiates under the agreement and paternity leave rights granted under MA law.

ARTICLE XVIII: BEREAVEMENT LEAVE

Employees are entitled to bereavement leave with pay as enumerated herein upon the

death of the following family members.

- A. Current spouse, child, (including adoptive children and step-children), parent (including step-parent) – (5) five days.
- B. Grandparent, brother or sister (including step-brother; step-sister, half-brother and half-sister), current mother-in-law, current father-in-law, grandchild, brother-in-law, sister-in-law -two (2) days.
- C. Grandparent of current spouse, aunt, uncle, aunt or uncle of current spouse, niece, nephew -one (1) day.

Unless otherwise specified, the relationships as delineated apply to relations of the employee, only, not employee's spouse.

Reasonable notice of taking such leave shall be provided to employee's department head. Bereavement leave not taken within 7 days of the death of the relative in question shall be forfeit.

The parties will meet to discuss the issue of domestic partnership if the same sex marriage issue is declared null and void.

ARTICLE XIX: PERSONAL DAYS

Upon three (3) days written request (except in an emergency), and subject to the approval of the Public Safety Communications Center Administrator, an employee may receive up to two (2) days off in order to attend to such personal, legal, religious, business, household, or family matter which requires absence during working hours. Such personal days are not cumulative. Personal days will accrue on July 1st and may not be carried over to the following year.

It is expressly understood that such personal leave is to be granted only for such purposes listed herein, and which purposes cannot be accomplished by the employee during non-working hours. The Public Safety Communications Center Administrator may make inquiry as to the date, time, place, and general nature of the occasion requiring the presence of the employee seeking personal leave, but may not require the employee to divulge specifics on the nature of the matter requiring the presence of the employee on that date, time, and place.

ARTICLE XX: OTHER LEAVE

Upon proper request of a veterans' organization, a leave of absence with pay will be granted to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating at the funeral in Massachusetts of a veteran dead. This, however, shall be limited to no more than two (2) employees at anyone (1) time.

Employees shall be entitled to leave of absence with pay for loss of time due to prophylactic inoculation as a result of their employment. Since payment beyond one (1) week may come under Workers' Compensation pay shall cease after one (1) week and the employee may initiate a claim for Workers' Compensation immediately, and the employer shall process such Workers' Compensation claim as soon as received.

Employees shall be entitled to attend hearings in Industrial Accident cases without loss of pay as the injured person or as a witness therein, provided the employee in the claim prevails.

ARTICLE XXI: HEALTH AND WELFARE

Employees covered by this Agreement shall be eligible to participate in the Group Insurance/Health Care Plan of the City of Westfield in accordance with the provisions of said plan in force and effect from time to time for other employees of the City of Westfield, currently as is consistent with the Memorandum of Agreement drafted and signed in 2012 by the members of the P.E.C./32b Committee, incorporated into this agreement and referenced as Appendix C

ARTICLE XXII: PROTECTIVE CLOTHING

The parties agree to eliminate clothing allowance and to amend expected work attire under a new standard dress code. The Employer shall provide unit members with appropriate work shirts. New hires will be provided with 4 new shirts and thereafter will receive 2 shirts annually. Employees will also be provided with one fleece or sweatshirt which may be replaced as needed.

ARTICLE XXIII: LABOR-MANAGEMENT MEETINGS

The Union shall designate one liaison who shall meet with the Public Safety Communications Center Administrator from time to time at the request of either party,

for the purpose of discussing matters coming within, or out of the scope, of this Agreement. Such meetings shall be held in the office of the Public Safety Communications Center Administrator, at the convenience of both parties, if possible, within ten (10) days from the date upon which such request is received.

The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed.

ARTICLE XXIV: CLASSIFICATION PLAN AND PAY RATES

Wages:

In this Agreement, and made part of it as Appendix "A", shall be established a Classification and Pay Plan.

Fully retroactive to and effective on July 1, 2022, the base wage of each member of the bargaining unit shall be increased by two percent (2%).

Fully retroactive to and effective on July 1, 2023, the base wage of each member of the bargaining unit shall be increased by two percent (2%).

Fully retroactive to and effective on July 1, 2024 the base wage of each member of the bargaining unit shall be increased by two percent (2%).

The City has implemented a bi-weekly pay system and direct deposit.

2011 Furlough:

The parties agree to a three (3) day furlough plan (2011 furlough plan), three (3) days' pay in exchange for five (5) days of severance pay upon separation. Because of the Public Safety nexus, the three days' pay will be taken from the first three holidays of the 2011 fiscal year (Independence Day, Labor Day and Columbus Day). For Public Safety purposes, actually time off cannot be allowed. Under G.L. c. 32 Section 4(1)(c), when a member takes an unpaid leave or furlough, the retirement board has the option of granting up to one month of creditable service to that member.

Dispatcher Lone Shift:

In the event a dispatcher must work an entire shift alone, that dispatcher will be

given an additional three (3) hours of time coming.

Shift Differentials:

Parties recognize three working shifts: day shift, evening shift, overnight shift.

A unit member working their regularly scheduled evening shift shall receive a \$0.75/hour shift differential

A unit member working their regularly scheduled overnight shift shall receive a \$1.00/hour shift differential

Parties recognize shift differentials do not apply to swaps, overtime, or any other form of work performed on the unit members non-regularly assigned schedule.

ARTICLE XXV: NO STRIKE CLAUSE

During the term of this Agreement, the parties hereto agree there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference or interruption of the operation of the Police Department/City by any employee or the Union. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons, employees, or Unions who are not signatory parties to this Agreement. Employees who are in violation of this provision shall be subject to disciplinary action, including suspension and discharge, and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for herein, any language to the contrary notwithstanding. Further, management agrees there shall be no lockout of any type during this Agreement.

ARTICLE XXVI: SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations that resulted in the 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 understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and each voluntarily and unqualifiedly waives the right to reopen negotiations on any matter or subject covered by this Agreement, and each

agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This shall not preclude the parties, however, from mutually agreeing to amend this Agreement at any time. No addition to, alteration, modification, or waiver of any term, provision, covenant, condition, or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Mayor and the Union.

ARTICLE XXVII: MISCELLANEOUS PROVISIONS

1. Bulletin Boards/E-Mails -Announcements shall be posted in conspicuous places where employees enter or leave the premises. E-mail is the preferred means of communication of announcements. Parties to this Agreement agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards or through e-mail.

2. Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service Rule by a court of competent jurisdiction, it shall be without standing, but, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

3. No Discrimination -The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age; and that such persons shall receive the full protection of this Agreement.

4. Unit members may request compensatory time off, vacation leave or personal leave subject to the following limitation: voluntary time off (excluding sick leave) shall be limited to one (1) absence per shift and no more than two (2) absences per twenty-four (24) hour day. Written requests for leave above the 'one per shift, two per day formula, may be approved in the sole discretion of the Public Safety Communication Center Administrator Public Safety Communications Center Administrator.

5. In the event an employee reports to the place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid as if he/she worked his/her regularly scheduled hours.

6. The compensation assigned to a class or position covered by this Agreement may be changed during the life of the Agreement only if the Mayor and the Union agree in writing to amend the Agreement to incorporate the salary change agreed upon by both parties.

7. All employees, regardless of status, shall receive all the benefits of this Agreement. Part-time employees shall receive the benefits of this Agreement as their part-time bears to full-time service. Employees employed less than twenty hours per week shall be entitled to no benefits, regardless of other language in this Agreement.

8. The Chairperson may from time to time be granted time during work to perform necessary union activities when such activity cannot be performed other than during working hours. Without the express written permission of the Public Safety Communications Center Administrator, such time shall not exceed twenty-four (24) work hours per year.

9. (A) Each employee shall have the right, upon request, to examine and copy any and all material, including any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's record upon written authorization by the employee involved.

(B) Whenever any material, including evaluations, is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material.

(C) Any employee may challenge the accuracy or propriety of such material and personnel evaluation by filing a written statement of the challenge in the personnel file.

10. Time off taken as vacation leave, sick leave or personal leave shall be deducted from an employee's respective leave balances, if any, in increments of one-half hour for each portion of an hour taken. This constitutes a change from the predecessor agreement but such changes in no way limits the right of management to

deny leave requests when such denial is otherwise within its lawful powers.

11. A Non-Civil service employee newly hired by the City shall be probationary for the first one hundred eighty (180) days of service and shall not be covered by the Agreement until completion of such probationary period. Probationary employees shall be paid at the rate determined by the City (which shall not exceed Union scale) and shall become part of the bargaining unit on the one hundred eighty-first (181st) working day of service.

12. Employees who are required to use their personal motor vehicle to conduct business for the City shall be entitled to mileage reimbursement at the rate established by the Internal Revenue Service for federal income tax purposes. Reimbursement shall be provided within a reasonable period of time following the employee's submission of such materials as are reasonably required pursuant to uniform City procedure.

13. An employee shall not be discharged or disciplined except for just cause.

14. It is agreed to by the parties that, to the extent it does not interfere with their regular job responsibilities, employees hired as Emergency Telecommunication Dispatchers, who are otherwise qualified to perform the job, may be hired as Special Police Officers by the Westfield Police Department. Such employees shall be compensated at the hourly rate so authorized for others similarly situated performing outside details. An employee may not work as a Special Police Officer if it shall create a need for overtime payments in either position.

15. Unless staffing levels dictate it necessary; no shift grouping may be staffed with more than one (1) employee who has less than one (1) year of experience. In the event a transfer of an employee from one shift to another is required, the employee with the least seniority but with at least one year' or experience shall be transferred from the shift on a temporary basis. Once the employee has obtained 1 year or experience, the transferred employee will revert back to their original shift if they so desire.

16. Indemnification Rights-In any criminal or civil allegation by an outside party that an employee has committed any legal wrong the employer will furnish legal counsel to represent the employee in such proceedings at the employer's expense. The

employee will cooperate in his/her defense as required. In the event that the employee files a counterclaim or an independent action as a result of an allegation filed against him/her and for which the City has paid legal counsel a fee, and the employee is awarded damages, the City shall be entitled to recover from the proceeds of such an award its expenses (including the attorney's fees) incurred. If the Employer does not provide such counsel and the employee prevails, the employer will reimburse the employee for all reasonable counsel fees incurred to the extent permitted and/or required by law. The employer, at his option, will either pay all financial judgments obtained against an employee arising out of the performance of his/her duty or provide, at the employer's expense, adequate liability insurance to pay said judgment to the extent that is required by law.

17. Lead Dispatcher-The parties hereby agree to the establishment of a "Lead Dispatcher" classification. Up to three (3) Lead Dispatchers (1 per shift) (Subject to employer's discretion and funding) will be compensated with a stipend of \$6,000.00 per year payable in 26 installments in addition to their hourly pay rate. The Lead Dispatchers shall perform functions as described in the agreed posting and job descriptions. Lead Dispatchers will not cover open shifts on a shift they are working unless it is necessary to avoid forced overtime. A Lead Dispatcher may voluntarily or be forced to cover an open shift when they are not regularly scheduled to work in the same manner as other dispatchers.

18. Current Westfield Public Safety Emergency Telecommunications Dispatchers (ETDs) who meet the minimum lead dispatcher requirements are eligible to hold lead dispatcher positions:

- A. Up to three (3) lead ETD positions (hereinafter "Lead") may be offered. Positions are contingent on funding, staffing needs, and employee qualifications.
- B. Any Lead will be active for, and limited to, a one (1) year term. Leads will be eligible for renewal each year, but renewal will need approval of the Director. Appointment of a lead will be subject to the appointment process as if it were a newly created Lead vacancy.
- C. (1) Lead dispatcher positions will only be offered depending on staffing levels. A minimum of nine (9) full time ETDs must be on staff and operational

prior to a Lead position being utilized. Once awarded as a Lead, employee maintains the Lead status regardless of staffing levels, subject to the terms of paragraph b.

(2) In the event of staffing levels falling below ten (10) staff, the Lead(s) shall revert to part of the two (2) person team.

D. Specifically, for, but not limited to, this Article, newly hired ETDs who are completing necessary training are not considered as eligible minimum staffing for the purposes of calculating Lead vacancies. An ETD must complete any/all new hire training to be considered one (1) of the nine (9) minimum staffers necessary to allow Lead positions to open.

E. The parties understand the Lead dispatcher is an added designation, meaning the Lead dispatcher is still considered an ETD for all intents and purposes and will retain their M.G.L. c. 31 (Civil Service) rights, duties and privileges regardless of the addition or subtraction of Lead designation.

F. Lead Dispatcher positions will be offered based on seniority of ETDs with proper qualifications. Leads will be limited in staff to one (1) per shift (day, evening, overnight). The parties have reviewed and approved the Lead Dispatcher job description as of the signing of the 2014 collective bargaining agreement. Any amendments to the Lead Dispatcher job description must be approved by the Union prior to becoming effective. Lead bidding will ordinarily be offered in conjunction with ETD bidding.

G. Lead positions are limited to one (1) per group (A, B, and C) and will operate following the ETD 4-2 schedule. Leads will ordinarily be staffed in the following priority: evening shift first, day shift second, overnight shift third. As additional lead positions become available; the Lead positions may be re-bid on the basis of seniority. Lead Dispatchers are prohibited from working with other Lead Dispatchers on other shifts (for example, if first lead is on Group A, only Groups B or C is available for the second lead).

H. Assigned Lead Dispatcher Responsibilities (per job description) will be dispersed amongst the total number of leads. For example: one responsibility is training records. With one lead, all of the training records responsibilities fall on that lead, with two or three leads, those responsibilities are dispersed as fairly and equitably as possible within the discretion of the Director.

I. Leads shall be eligible for overtime (forced and voluntary) for any vacancy not on the regular shift. The Lead working on overtime shall be responsible for call taking responsibilities only; however, nothing shall prohibit the Lead from working on Lead duties while working on ETD overtime, provided the Lead is acting as a fully functioning ETD during that shift.

J. Any ETD with the Lead Dispatcher shall receive a \$6,000.00 stipend, annualized on a fiscal year basis. The stipend shall be prorated for time served in the Lead position.

ARTICLE XXVIII: PROMOTIONS AND VACANCIES

A promotion shall be an advancement within an employee's department from a unit position to another unit position with a higher salary grade. A vacancy is defined as an opening caused by promotion, transfer, death, retirement, resignation, discharge or the availability of a new possible position.

Upon a vacancy in other than an entry level position in a unit position within a non-Civil Service Department, the Appointing Authority shall post Notice of the vacancy within the department for no less than five (5) work days. Vacancies of less than 30 work days may be filled by appointment of an employee from a lower grade position to the higher position on an "Acting" basis (to be paid "working out of classification" pay as may be applicable). All employees in the department who meet the qualifications for the vacant promotional position may apply and shall be considered for promotion. The most qualified employee of those employees in the department who apply and who are qualified shall be appointed. In the event that two candidates are equal in qualifications, the most senior (City seniority) shall be appointed. Notice of vacancies above entry level not filled by appointment of a departmental unit member shall be posted for no less than five (5) work days on the bulletin board outside the personnel Department office so as to inform non-departmental unit members of the transfer opportunity.

Vacant promotional positions not filled after the foregoing postings have expired shall be filled in conformity with applicable legal requirements and customary municipal management prerogatives. Position qualifications shall be those established by the Appointing Authority prior to a vacancy posting. Notice of vacancies posted by the Appointing Authority shall state the department, the job title and the rate of pay. It shall

also state that a complete job description and application are available at the Personnel Department. The Personnel Department shall expeditiously deliver to the Appointing Authority all applications received after the date the posting is removed. The Appointing Authority shall then undertake such selection process as it requires. If a position is not filled within six months of posting, the original applications may not be used and the relevant process shall be followed again. An employee who moves from one department to another takes all city seniority rights he/she holds at that time.

ARTICLE XXIX: DRUG AND ALCOHOL-FREE WORKPLACE

1. The parties recognize substance abuse as a potential health, safety and security problem.
2. The parties shall strive to make all City workplaces free of illegal drug use and free of alcohol use so as to provide a healthy, safe, and secure work environment for all employees.
3. No employee shall report to work under the influence of alcohol or illegal drugs, nor shall any employee manufacture, distribute, possess or use an illegal drug or an alcoholic beverage while on duty.
4. Employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must abide by this policy as a condition of employment and, in addition, must report to the City Personnel Director any convictions under any criminal drug law within five (5) days after the conviction. As required by the Drug-Free Workplace Act of 1988, the City must thereafter transmit this information to the contracting agency within ten (10) days.
5. To the extent that it applies to these employees, the parties incorporate herein by reference the terms of the Memorandum of Agreement executed by the parties on October 2, 1995 regarding U. S. Department of Transportation mandated drug and alcohol testing.

ARTICLE XXX: EVALUATION

Section 1:

Performance evaluations are designed to serve the needs of both the employee

and employer. An organized program for employee performance evaluation will:

- A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;
- B. Serve as an important motivational tool and improve the quality of job performance;
- C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communications;
- D. Base personnel actions on objective, accurate and fair performance appraisals;
- E. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the employer, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses, and to develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Section 2:

Performance evaluation of an employee shall be made annually by the Public Safety Communications Center Administrator or designee prior to June 1st, with the exception of a probationary employee who shall be evaluated at completion of the first two (2) months of probationary service and within one (1) month prior to the completion of the probationary period. Such evaluation will be recorded in writing on the form attached hereto, and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;

- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others;
- E. Supervisory ability (if employee supervises others).

Section 3:

- A. To the extent practicable, an employee who may be nearing a "Does Not Meet Standards" rating shall be counseled by his/her supervisor at least three (3) months in advance of the final stage of the evaluation as to the specific areas that must be improved and what he/she must do to attain a "Meets Standards" rating.
- B. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.
- C. Upon receipt of a "Does Not Meet Standards" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Standards" rating.

Section 4: Evaluation Appeal Process

- A. If a "Does Not Meet Standards" rating is received, the employee has the following choices:
 - 1. A one-time appeal option to a Tripartite Evaluation Appeal Panel (Either before or after the re-evaluation period) or;
 - 2. A ninety (90) day re-evaluation period.
- B. An appeal of the original evaluation shall be initiated at the Personnel Director's level within twenty-one (21) days. Appeals shall be held by a tripartite panel consisting of one (1) person designated by the Union, one (1) person

designated by Management, and one (1) mutually agreed upon neutral third party. Prior to the implementation of this Section, the Union and Management will meet and agree on a list of "third party neutrals".

1. The standard of review to be applied by the Panel shall be solely limited to whether or not the final performance rating of "Does Not Meet Standards" was justified.
2. The decision of the tripartite panel shall be final and binding.
3. Any employee having a "Does Not Meet Standards" rating overturned shall be made whole in as prompt a manner as possible.
4. Any decision in favor of the employee will be effective from the month of the appeal forward.

C. The re-evaluation period shall be ninety (90) days in length. An employee shall have his/her re-evaluation done at the end of the ninety (90) day period to determine if a "Meets Standards" rating has been achieved.

At the end of the re-evaluation period, an employee who continues to receive a "Does Not Meet Standards" rating shall be able to make a one-time appeal of the re-evaluation rating to the Tripartite Panel. This appeal must be filed at the Personnel Director's level within ten (10) days of the re-evaluation. Such appeal may not be filed if the employee has already filed an appeal at the time of the original "Does Not Meet Standards" review.

D. Whether or not an employee receives a "Does Not Meet Standards" rating during the re-evaluation process, his/her anniversary date for Step purposes shall not be retarded.

E. Job duties and performance criteria shall be observable and measurable to the extent practicable.

Section 5:

Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of the Personnel Director at any reasonable time upon prior written notice. Such employee shall have the right to file a written statement in response to any such evaluation. Section 6:

A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.

B. Employees may grieve the evaluation procedure, as set out in the preceding Sections of this Article, to step three (3) of the grievance procedure.

Section 6:

Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any manner. There shall be no predetermined formula or ratio used to establish the number of "Does Not Meet Standards" ratings.

ARTICLE XXXI: TRAINING

Section 1: Training Protocols

In each fiscal year, the Department or Employee may request to attend up to forty-five (45) hours of training. Such training time shall be scheduled with reasonable notice and classes shall not exceed two (2) hours beyond the end of a shift. Such training time shall be compensated at the straight time rate or on a compensatory time basis of time and one-half (1 1/2) for such time worked. Where an employee is required to use his/her personal vehicle to travel to training outside the City, such employee will be paid the prevailing rate for mileage paid by the City, provided the City at its option shall not have provided other means of transportation. A lunch allowance of seven dollars (\$7) without receipts and ten dollars (\$10) with itemized receipts for training conducted outside the City will be allowed.

Effective July 1, 2006, employees who achieve and maintain certification in the following areas shall be eligible for an educational incentive allowance (listed below), which shall be prorated in equal amounts over their pay periods for the ensuing fiscal year. In order to be eligible for the ensuing year, the ETD shall have given notice in writing to the Public Safety Communications Center Administrator no later than January

15 of their certification or eligibility for certification. Documentation as required shall be provided. Training opportunities will be provided at the expense of the City. All required certificates and recertification will be provided by the City.

Trainer \$625.00 (as designated by Public Safety Communications Center Administrator)

EMT Certification \$625.00 (Available only to employees hired prior to July 1, 2015)

EMD Certification \$500.00 (This stipend shall be rolled into the base effective July 1, 2019 based upon the amendment to the Dispatcher job description to reflect the state requirement for EMD certification)

Section 2: Training Reimbursement

Parties agree to implement a training reimbursement for new hires severing employment with Westfield before obtaining two (2) years of experience in the Westfield position. The interest is to require employees who go through training in Westfield and then depart to pay back the employer-provided costs of training (currently \$365.00), mileage to and from training (per individual employee reimbursement request) and meals (\$7 without a receipt per meal, \$10 with a receipt per meal, based on individual employee reimbursement request). Employee shall be required to pay back 100% of the funds above if separating employment prior to one full year of service; Employee shall be required to pay back 50% of the funds above is separating employment prior to two full years of service. Payment may be withheld in the form of a garnishment.

Section 3: New Hiring Training Probation

Parties agree staff members are ordinarily eligible to work "solo" in call taking responsibility after one (1) year of work; however, unit members may be assigned for "solo" call taking responsibilities sooner at the Director's discretion. Parties understand "solo" means the ability to work without the need of direct supervision (as opposed to alone on the shift). Parties understand the one year of probation does not include the initial approximately three (3) months of training required subsequent to hire.

In the event of a temporary transfer of an employee from one shift to another is required under this provision, the employee with the least seniority but with at least one (1) year of experience shall be transferred from the shift on a temporary basis. Once the new employee has obtained one (1) year, (or six (6) months with the approval of the Director), of experience working "solo" as defined above, the transferred employee will revert back to their original shift if they so desire.

ARTICLE XXXII: EFFECTIVE DATE

This Agreement shall become effective JULY 1, 2022 and shall expire June 30, 2025. Wage increases shall be retroactively applied.

ARTICLE XXXIII: TERMINATION

This Agreement will remain in effect until June 30, 2025 and from year-to-year thereafter; subject to termination by either party giving written notice sixty (60) days prior to June 30.

ARTICLE XXXIV: CHANGES

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties' signatory to the Agreement prior to the sixty (60) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this Article shall preclude the Union from modifying any previous proposals during the course of the negotiations.

THE CITY OF WESTFIELD:

UNITED PUBLIC SERVICE
EMPLOYEES UNION – Local 424M

WESTFIELD DISPATCHERS
(Unit MADIV 103)

By: 
Michael A. McCabe, Mayor

By: 
Kevin E. Boyle, Jr. UPSEU
President

Date: 1-29-24

Date: 1/23/24

By: 
Kelly Garfield, Unit President

Date: 1-24-24

APPENDIX A

CLASSIFICATION PLAN AND WAGE SCHEDULE WESTFIELD EMERGENCY TELECOMMUNICATIONS DISPATCHERS

- New employees shall be paid at Step 1.
- Progression to Step 2 shall occur for each employee following completion of one (1) year of service;
- Progression to Step 3 shall occur for each employee following completion of two (2) years of service;
- Progression to Step 4 shall occur for each employee following completion of three (3) years of service;
- Progression to Step 5 shall occur for each employee following completion of four (4) years of service;
- Progression to Step 6 shall occur for each employee following completion of five (5) years of service;
- Progression to Step 7 shall occur for each employee following completion of six (6) years of service;
- Progression to Step 8 shall occur for each employee following completion of ten (10) years of service; and
- Progression to Step 9 shall occur for each employee following completion of fifteen (15) years of service.

Such progression shall take place on the employee's anniversary date.

In order to ensure pay equity, parties agree with the following Per-Diem wage direction: Per-diem dispatcher pay will match and run concurrent to Step 2 of the Emergency Dispatch pay scale, effective July 1 st, 2022. Parties agree to meet and discuss updating this agreement as needed upon advanced written notice in the future.

Exhibit 'A'

Years of Service	Step	Period Salary
upon hire	1	\$ 1,589.66
1	2	\$ 1,708.16
2	3	\$ 1,773.93
3	4	\$ 1,834.48
4	5	\$ 1,898.18
5	6	\$ 1,957.30
6	7	\$ 2,016.01
10	8	\$ 2,076.49
15	9	\$ 2,138.79

APPENDIX B

**PERFORMANCE EVALUATION WESTFIELD EMERGENCY
TELECOMMUNICATIONS DISPATCHER EMPLOYEES**

Performance Evaluation

Westfield Regional Emergency Telecommunications Dispatcher

Name _____ Evaluation Date Range _____

Job Title _____

Years of employment _____

Evaluator _____

RATING:

DEFINITION FOR RATING TO BE APPLIED:

*Superior	Accomplished all goals or performed tasks and excels in a substantial manner
Above Standard	Performs all tasks above departmental standards
Good (Standard)	Average performance; meets departmental needs
*Fair	Below average performance/ needing improvement
*Unsatisfactory	Many goals unrealized or many tasks not performed
Not Applicable	Not applicable to the job/ not able to be scored on at this time

***Specific examples must be cited in the space provided for comments**

QUALITY AND QUANTITY OF WORK	Superior	Above Standard	Good	Fair	Unsatisfactory	Not Applicable
A. Demonstrates knowledge of the job						
B. Amount of work accomplished efficiently/ multitask						
C. Performs work with accuracy						
D. Work is neat, presentable, and thorough						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

WORK HABITS	Superior	Above Standard	Good	Fair	Unsatisfactory	Not Applicable
E. Is regular in attendance at work						
F. Is punctual when arriving to work						
G. Demonstrates the ability to work without immediate supervision or guidance						
H. Complies with instructions, rules, and departmental and City policies						
SUPERVISOR'S COMMENTS:						

EMPLOYEE'S COMMENTS:

WORK ATTITUDES	Superior	Above Standard	Good	Fair	Unsatisfactory	Not Applicable
I. Endeavors to improve work techniques						
J. Accepts new ideas and procedures						
K. Accepts constructive criticism and suggestions						
L. Accepts responsibility						
M. Exercises appropriate judgement						
N. Adapts to emergency situations						

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

RELATIONSHIPS WITH OTHERS	Superior	Above Standard	Good	Fair	Unsatisfactory	Not Applicable
O. Works well with co-workers						
P. Interacts appropriately with public/ other city departments						
Q. Cooperates with supervisors						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

LEAD DISPATCHER EVALUATION	Superior	Above Standard	Good	Fair	Unsatisfactory	Not Applicable
A. Demonstrates leadership skills						
B. Makes timely decisions						
C. Is fair and impartial in relationship with subordinates						
D. Trains and instructs subordinates						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

OVERALL COMMENTS OF SUPERVISOR WHO PERFORMED THIS EVALUATION:

Recommendations:

_____ **Meets Standards**

_____ **Does not Meet Standards**

Signature
Date

COMMENTS OF EMPLOYEE:

Date of Discussion
with Supervisor
disagreement with evaluation)

Signature of Employee (Does not imply agreement or

Reviewed by Personnel

Signature
Date

APPENDIX C
Health Insurance

**MEMORANDUM OF AGREEMENT (AGREEMENT)
BETWEEN
THE CITY OF WESTFIELD
AND
THE M.G.L. c. 32B s. 21-23 CITY OF WESTFIELD PUBLIC EMPLOYEE COMMITTEE**

Effective July 1, 2012 through June 30, 2013

WHEREAS, The City of Westfield, including the Westfield Public Schools (City) currently provides health insurance benefits to its subscribers pursuant to M.G.L. 32B; and

WHEREAS, the City has sought to implement changes in health insurance benefits it provides to its subscribers; and

WHEREAS, the Westfield City Council on October 20, 2011 adopted the provisions of M.G.L. c. 32B s. 21 through 23, as amended by Chapter 69 of the Acts of 2011, for the purpose of implementing changes in health insurance benefits it provides to its subscribers; and

WHEREAS, The City developed an City of Westfield Implementation Notice as required by 801 CMR 52.03(Implementation Notice) and met with the City of Westfield Insurance Advisory Committee on January 31, 2012; and

WHEREAS, a Public Employee Committee (PEC) was established pursuant to 801 CMR 52.02 (2) and the Implementation Notice was forwarded to the PEC with the thirty (30) day negotiation period commencing February 13, 2012; and

WHEREAS, on February 28, 2012, the PEC, by unanimous vote, approved the plan design changes, savings estimates due to the proposed plan design changes, and mitigation plan as more fully described and incorporated into this Agreement in the attached amended Implementation Notice with Exhibits A and B, respectively.

NOW THEREFORE, We, City and the PEC agree as follows:

PURPOSE of Agreement:

1. The purpose of this Agreement is to implement changes in health insurance plan designs to existing health plan offerings provided by the City on July 1, 2012 and mitigate additional costs to all subscribers and subscribers identified as members of protected classes as, low wage earners, retirees and subscribers with high out of pocket medical expenses as more fully described in the attached amended Implementation Notice with attached Exhibits which are incorporated by reference as part of this Agreement.

Effective Date and Duration:

2. The Agreement shall take effect upon the City and the PEC executing the Agreement and shall remain in effect through June 30, 2013.

Effect of Agreement:

3. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any City policies or collective bargaining agreements between the City/School Department and any unions representing City/School employees and any policies relating to retiree health insurance obligations by the City. The agreed to co pays, deductibles and other plan design features will take effect on July 1, 2012 and will continue in effect until changed by the parties pursuant to M.G.L. c. 32B s. 21-23.

Savings Clause:

4. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

Scope and Modification:

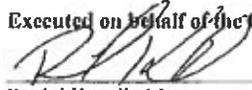
5. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

Authorization to Sign Agreement:

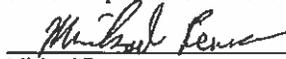
6. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

Dated: 3/7/12

Executed on behalf of the City of Westfield:

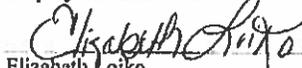

Daniel Knapik, Mayor

Public Employee Committee:

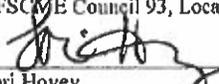

Michael Reuss,
Westfield Public School Custodian Association


Mark Cressotti,
Westfield Professional Municipal
Employees Association

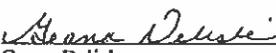

Laura Surprise,


Elizabeth Loiko,

AFSCME Council 93, Local 346

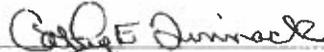

Lori Hovey,
Westfield Education Association

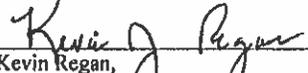

Patricia Maher,
Westfield Lunch Association

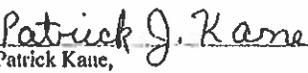

Gemma Delisle,
Westfield Cafeteria Managers Association


Brian Freeman,
Westfield Patrol Officers Coalition (Patrolmen)


Michael Igo,
IBPO, Local 574S (Supervisors)

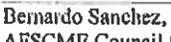

Cathy Zinnack,
Westfield Emergency Telecommunications
Dispatchers


Kevin Regan,
IAFF Local 1111

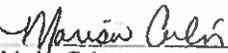

Patrick Kane,
Westfield Fire Department Supervisors
Association

IBEW AFL-CIO & CFL Local 455


Andrew Panas,
Westfield Gas & Electric Management Guild


Bernardo Sanchez,
AFSCME Council 93, Local 1676
(Laborers)


Steven Fernandes,
AFSCME Council 93, Local 1676
(Foreman)


Marisa Colon,
AFSCME Council 93, Local 1676


Elizabeth Boucher,
Retiree Representative