

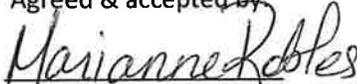
City of Westfield  
And  
American Federation of State, County and Municipal Employees  
AFL-CIO, Council 93, Local 1676  
**SUCCESSOR AGREEMENT**

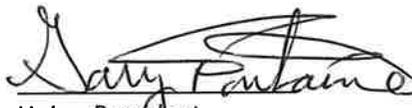
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1. Duration of contract from July 1, 2025-June 30, 2028.
2. Article XIII-Vacations: 3a. Revise the last sentence to read "Such vacation is to be taken in the fiscal year it is credited unless carried over pursuant to subsection 9, below."
3. Article XIII-Vacations: 9. In the 4<sup>th</sup> sentence, remove October 31-December 31<sup>st</sup> and replace with must be used by December 31<sup>st</sup> or will be forfeit.
4. Article XV-Holidays-delete #3.
5. Article XVI-Sick Leave-5. Change ½ hour to 1 hour.
6. Article XVI-Sick leave-between 9b and 9c, delete reference to Tommy Curran.
7. Article XXIII-other leave-remove "bargaining unit members who are required to have a HAZMAT endorsement shall be permitted time off without loss of pay or benefits to take the test for renewal. If the employee fails the test, he/she shall be required to retake the test at his/her own expense.
8. Article XXV-Clothing Allowance, revise last paragraph, second sentence to read "In lieu of a city uniform/clothing allowance, the City agrees to add to the base pay of each member \$1,000 per year for FY23, FY24 and FY25 prior to any annual percent adjustment. Said increase shall remain as a part of the base pay in future salary increases."
9. Article XI-Meal Periods. Revise the first paragraph to read "All employees shall be granted a meal period of one-half hour duration during each work day as described in Article IX. Whenever possible, the meal period shall be scheduled at the middle of the day.
10. Article XIV-Working out of Classification- Revise to read as follows:
  - (1) In any case when an employee is qualified for and is temporarily promoted to a higher position, said employee shall be entitled to an increase in their hourly rate. Compensation will be set at the "step 1" rate of the higher position or at 15% above the member's hourly rate, whichever is higher.
  - (2) Temporarily promoted in the foregoing paragraph means the vacancy in the higher position must be ongoing and contiguous for more than two weeks and that the promotion must be made in writing by the appointing authority.
11. Article XVI-Sick Leave-agree to remove "each of whom must be residing with the member" from section 7.
12. Article XXVI-Mileage and Special Licenses. Add a paragraph at the end that states that "all reimbursements must follow the auditor's policies which are updated from time to time on the City's website."
13. Economic Provision: 2% per fiscal year.
14. Each unit member shall receive a one-time payment of \$1000 added to their base pay prior to any wage adjustment.

15. Add longevity to match deputies. \$500 after 5 years; \$800 after 10 years; \$ 1200 after 15 years; \$1600 after 20 years; \$2000 after 25 years; \$2500 after 30 years; \$3000 for over 35 years. Years of service is calculated on continued years of service as a member of this bargaining unit. Longevity will be paid on the employee's anniversary date of employment.
16. Water Division Primary Operator for Treatment will receive a stipend of \$2,500.00 payable the first pay period of December for assuming the duties of the Primary Operator for Treatment as designated to the DEP.
17. Water NPDES Permit Signatory Authority for Water Division shall receive a stipend of \$500 payable the first pay period of December when designated by the Mayor to submit records to the EPA.
18. Article XXXII-Performance evaluations-revise section 4D to read "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 held back".
19. This agreement is retroactive to July 1, 2025.

Agreed & accepted by:

  
AFSCME, Representative

  
Union President

Agreed & accepted by:

  
City of Westfield, Representative

Dated: 10/29/25

City of Westfield

And

American Federation of State County and Municipal Employees  
Council 93, Local 1676  
Foremen Union

SUCCESSOR AGREEMENT

1. Parties agree to a three-year contract, effective July 1, 2022 through June 30, 2025.
2. Parties agree amend XIII: Vacations by:
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  - b. Adding subsection 13 to read: Unit members shall request vacation time with a minimum of three days' notice. When it is not possible to give three days' notice, the employee will make the request as soon as possible. The parties agree that any request under three days' notice shall not be unreasonably withheld by the City.
3. Parties agree to amend Article XXV: Protective Clothing and Clothing Allowance by deleting all except the first paragraph and replacing with "Bargaining unit employees must wear a 6"- 8" leather steel-toe/safety-toe shoe as protective footwear, clothing without holes and no potentially offensive or graphic clothing. In lieu of a city uniform/clothing allowance, the City agrees to add to the base pay of each member \$1000 per year prior to any annual percent adjustment. This provision shall be retroactive to July 1, 2022 assuming at the time of ratification there have not been any boot reimbursements submitted and/or processed. The Parties agree to reopen this provision should the City determine that proper clothing is not being worn.
4. Parties agree to replace Maternity Leave with Parental Leave in Article XX:  
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6. Parties agree to amend Article VIII: Seniority by adding subsection "C" to read "A promotion shall mean an advancement to a higher salary grade within an employee's department for those who possess the educational training and/or experience requirements established by the appointing authority. This Article shall apply when promoting employees to future open positions other than those listed to be filled by a Civil Service

eligible list. The most qualified employee shall be appointed. Determination of the most qualified shall include, but not be limited to, an examination of work experience, performance based on performance reviews, attendance based on documented attendance records, and written disciplinary records as well as verbal discipline reduced to writing. If the applicants are equal, then the more senior employee shall be chosen by management. Qualifications where applicable shall include job history, education, training, licenses and seniority. Education and license requirements considered as stated in the job description. (i.e. if the job description requires an Associate degree, a candidate with a Bachelor degree will not be considered "better than".) Further, licenses not listed on the job description as a requirement shall not be given extra consideration at hiring.

7. Parties agree to contemporaneously with this successor agreement, review, revise and sign all job descriptions for unit members. Parties further agree that all new hires and promoted employees shall sign and date the approved description upon hire or promotion. Specific changes include, but may not be limited to:
  - Waste Collection Foreman job description shall include the requirement to remove deceased animals from the roadway during normal working hours.
  - Land and Natural Resources Foreman job description shall include the requirement to respond to Highway Division snow and ice events in a foreman's capacity of supervising city employees and contracted snow vendors to ensure proper snow removal. This does not include the duties contained with the job duties of the WMEA members, i.e. plowing, shoveling and snow blowing. The Land and Natural Resources Foreman shall also be the backup foreman to remove deceased animals from the roadway in the event that the Waste Collection foreman is unavailable. The City agrees to advance the current foreman for Land and Natural Resources to the next step on the date of city council approval of this agreement in consideration of the above. The current foreman will then move to his next step on his anniversary date. This shall only apply to the current foreman and new hires or promotions going forward will start at Step 1 and follow the yearly steps.
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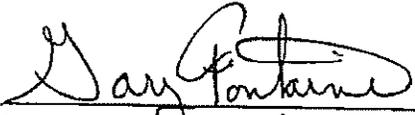
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- 11. Parties agree to add Juneteenth as a holiday.
- 12. All remaining negotiation proposals are hereby withdrawn.

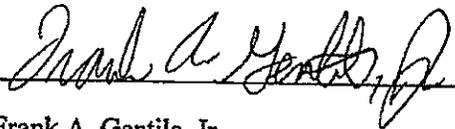
For the CITY

For the UNION

Local #1676

  
 DATE: 2-22-23

  
 DATE: 02-16-23

 2/16/2023

Frank A. Gentile, Jr.

AFSCME Council 93



City of Westfield

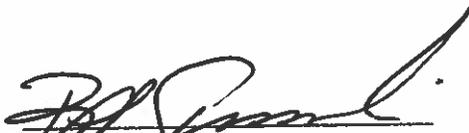
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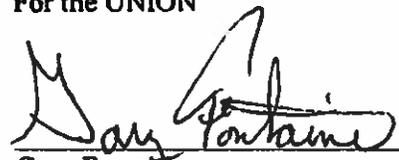
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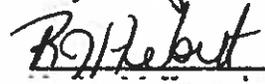
For the CITY

  
\_\_\_\_\_  
Brian P. Sullivan

10-3-19  
Date:

For the UNION

  
\_\_\_\_\_  
Gary Fontaine 10/01/19

  
\_\_\_\_\_  
Rebecca Hebert

10/11/19  
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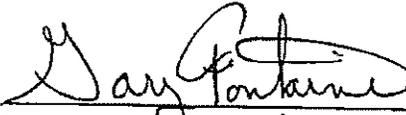
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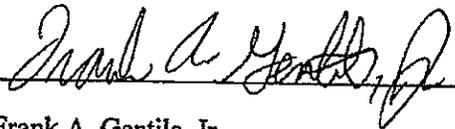
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For the UNION

Local #1676

  
 DATE: 2-22-23

  
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 2/16/2023

Frank A. Gentile, Jr.

AFSCME Council 93



City of Westfield

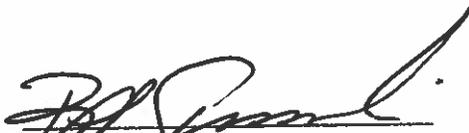
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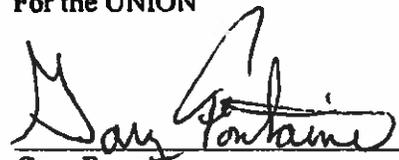
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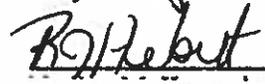
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Date:

For the UNION

  
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Gary Fontaine 10/01/19

  
\_\_\_\_\_  
Rebecca Hebert

10/11/19  
Date:



**AGREEMENT BETWEEN  
CITY OF WESTFIELD, MASSACHUSETTS**

**AND**

**AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO  
STATE COUNCIL 93  
LOCAL 1676**

**(Foremen Unit)**

**July 1, 2016 through June 30, 2019**

## CONTRACT INDEX

			<u>PAGE</u>
ARTICLE	I	Recognition - Management Rights	1
ARTICLE	II	Union Representatives	2
ARTICLE	III	Union Dues	2
ARTICLE	IV	Agency Service Fee	4
ARTICLE	V	Discrimination and Coercion	5
ARTICLE	VI	Civil Service	5
ARTICLE	VII	Grievance and Arbitration Procedure	5
ARTICLE	VIII	Seniority	7
ARTICLE	IX	Hours of Work	8
ARTICLE	X	Rest Periods	8
ARTICLE	XI	Meal Periods	9
ARTICLE	XII	Overtime	9
ARTICLE	XIII	Vacations	9
ARTICLE	XIV	Working Out of Classification	14
ARTICLE	XV	Holidays	15
ARTICLE	XVI	Sick Leave	15
ARTICLE	XVII	Disability Examination	18
ARTICLE	XVIII	Jury Pay and Voting Leave	18
ARTICLE	XIX	Workers' Compensation	19
ARTICLE	XX	Maternity/Paternity Leave	19
ARTICLE	XXI	Bereavement Leave	20
ARTICLE	XXII	Personal Days	20
ARTICLE	XXIII	Other Leave	21
ARTICLE	XXIV	Health and Welfare	22
ARTICLE	XXV	Protective Clothing and Clothing Allowance	22
ARTICLE	XXVI	Mileage and Special Licenses	23
ARTICLE	XXVII	Safety Committee Code	24
ARTICLE	XXVIII	Labor Management Meetings	24
ARTICLE	XXIX	Wages	25
ARTICLE	XXX	Non-Civil Service Employee	26

## CONTRACT INDEX

	<u>PAGE</u>
ARTICLE XXXI Drug & Alcohol Free Workplace	27
ARTICLE XXXII Performance Evaluations	28
ARTICLE XXXIII Personnel Files	31
ARTICLE XXXIV Transfers	31
ARTICLE XXXV No Strike Clause	32
ARTICLE XXXVI Miscellaneous Provisions	32
ARTICLE XXXVII Scope of Agreement	32
ARTICLE XXXVIII Changes	33
ARTICLE XXXIX Savings Clause	33
ARTICLE XL Effective Date	33
ARTICLE XLI Termination	34
APPENDIX A: FY10 Furlough Participants	35
APPENDIX B: Addendum to Agreement - Water Department Water Treatment Plant Personnel	36
APPENDIX C: Performance Evaluation	
APPENDIX D: Health Insurance MOA	
APPENDIX E: Wage Schedule	

**AGREEMENT BETWEEN  
CITY OF WESTFIELD, MASSACHUSETTS  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL #1676  
(Foremen Unit)**

This agreement entered into by the City of Westfield ("City") and Local 1676, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO ("Union") has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution for differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE I: RECOGNITION - MANAGEMENT RIGHTS**

A. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees of the City of Westfield, to include the following titles: Municlass Foreman – Official Service, Senior Building Custodian, Head Wastewater System Plant Operator, and Head Water Treatment Plant Operator.

The City 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 City, 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 accordance with the law, subject to Massachusetts General Laws, Chapter 150 E. If management exercises any of these rights, then it shall meet with the Union to bargain the impact of such change, except where such subcontracting is a continuous past practice.

C. 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 (20) hours per week shall be entitled to no benefits, regardless of other language in this Agreement.

## **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 City of any changes.

The above representatives 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.

The Union's representative and/or agent will be granted reasonable access to such areas of the employer's premises and for such purposes and at such times to conduct necessary Union business. The Personnel Director shall be notified in advance of such visits.

The City agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Local 1676, to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

## **ARTICLE III: UNION DUES**

Employees shall tender 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 City 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.

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

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

(Name of Employee)

TO:

(Name of Employer)

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_ the amount of \$ \_\_\_\_\_. This amount shall be paid to the Treasurer of Local Union No. \_\_\_\_\_ and represents payment of my Union dues.

These deductions may be terminated by me during the sixty (60) day period prior to the termination of this Agreement by my giving written notice in advance or upon termination of my employment.

I understand that during the life of this Agreement, should I discontinue my dues deduction, I may be required to pay an agency service fee in accordance with the provisions of this Agreement.

(Employee's signature)

(Employee's address)

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE IV: AGENCY SERVICE FEE**

In accordance with Chapter 107B of the Acts of 1973 (M.G.L.A. Chapter 150E, Section 12), effective thirty (30) days after the signing date of this Agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service fee. Such fee shall be paid weekly, commensurate with the period dues charged by Local 1676 to its members.

The Union will indemnify, defend and hold the City harmless against any and all claims made, and against any suit instituted against the City on account of any check-off of Union dues or agency fee provision.

The Union agrees to refund to the City any amount paid to it in error on account of the check-off and agency fee provision upon presentation of proper evidence thereof. The Union certifies that this collective bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

**AUTHORIZATION FOR AGENCY FEE DEDUCTION**

BY:

(Name of Employer)

TO:

(Name of City of Westfield Department)

Effective \_\_\_\_\_, I hereby authorize the City of Westfield to deduct from my wages each week the current Agency Service Fee of Local 1676 and to transmit this amount to the Treasurer of Local 1676 of the American Federation of State, County, and Municipal Employees.

I understand that this authorization is voluntary and that I may revoke this authorization by giving notice to the City with a copy to the Treasurer of the Union; it being further understood that such termination by me of said deduction may result in termination of my employment with the City of Westfield.

(Employee's signature)

(Employee's address)

## **ARTICLE V: DISCRIMINATION AND COERCION**

There shall be no discrimination by superintendents or other 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.

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, disability, sexual orientation, or Union activity, and that such persons shall receive the full protection of this Agreement.

## **ARTICLE VI: CIVIL SERVICE**

The Employer and the Union shall recognize and adhere to all Civil Service and State labor laws, rules and regulations, relative to seniority, promotions, demotions, transfers, discharges, removals and suspensions.

The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

## **ARTICLE VII: GRIEVANCE AND ARBITRATION PROCEDURE**

1. 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, unless otherwise prohibited by Civil Service procedures:

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 an employee's immediate supervisor 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 immediate supervisor 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 Department Head within ten (10) working days after the response of the immediate supervisor is due. The Department Head 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 Department Head 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.

If the aggrieved employee seeks his/her remedy through the Civil Service Commissioner or Commission, he/she shall have waived his/her rights under this Agreement in the aforementioned procedures for grievance and arbitration.

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 mutually agree to a substitute as an arbitrator. Time limits remain unchanged.

### **ARTICLE VIII: SENIORITY**

A. The length of service of the employee in the employment of the City 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 (except as modified by the language of Article XIII Vacations, Paragraph 10) and choice of work shift.

B. An employee who moves from one department to another takes all seniority rights he/she holds at the time. The successful applicant shall receive the promotion within two (2) weeks after being notified. A final decision will be made not later than the next meeting of the appointing authority after closing of the postings, except in unusual circumstances. If a position is not filled within six (6) months of the posting, the original applications may not be used. Notification of successful applicants shall be copied to the Union President.

### **DEFINITIONS:**

1. Anniversary date - shall be the day upon which the employee commences service for the City and that same date annually thereafter. Employee longevity shall be based on his/her anniversary date.

2. Seniority - shall mean an employee's service for the City from his/her first date of hire, excluding whatever time on layoff. A voluntary resignation shall cut off seniority. However, if an employee is out of the service of the City for less than two (2) years, and then only upon completion of twice the amount of service he/she had prior to the volun-

tary resignation, then said employee will be credited with his/her prior service. Except as otherwise provided in this Article, no time on layoff, or after a voluntary resignation shall be counted for seniority.

3. Year - a year in this Contract, except where otherwise stated, shall be the year commencing with July 1 and ending the next June 30. (A fiscal and Contract year.)

### **ARTICLE IX: HOURS OF WORK**

Consistent with Article XXIX: Wages, of this 2013 CBA between the City of Westfield and the AFSCME Foremen Union, the regular hours of work each day for foremen shall be from 7:00 a.m. to 3:00 p.m. The regular work-week shall consist of five (5) consecutive eight (8) hour days, including lunch periods, Monday through Friday, inclusive, for all employees.

The normal work-day shall consist of eight (8) consecutive hours, including one-half hour lunch period, within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless negotiated between the Union and the City.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The regular work-week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days with additional as necessary.

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 operating needs of the employer.

Upon a change of circumstances pertinent to the hours of work of a position, the parties shall meet to discuss further changes from the normal hours as required. Ten working days' notice will be provided for a permanent change in hours.

### **ARTICLE X: REST PERIODS**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each full shift.

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 XI: MEAL PERIODS**

All employees shall be granted a meal period of one-half (1/2) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. The lunch period shall be established by each department to start between 11:30 a.m. and 12:30 p.m. for the 7:00 a.m. to 3:00 p.m. shift and may be staggered. Deviation by employees shall be permitted only on permission of the supervisor. Notwithstanding the foregoing language of this Article, all positions presently assigned meal periods which are at odds with the foregoing shall continue the existing practice. Upon a change of circumstances pertinent to the hours of work and/or meal periods of a position, the parties shall meet to discuss further changes from the normal meal period.

With the implementation of the paid meal period program, members recognize that the meal period constitutes the total time that a member should be away from their job responsibilities. This includes eating time, travel time, preparation time, cleaning time, order time, etc.

When an employee is working beyond their regular schedule, and the employer is unable to furnish meals, the employee shall be granted time off to eat.

## **ARTICLE XII: OVERTIME – Intentionally Deleted**

Intentionally deleted with 2013 shift to salary, pursuant to current 2013 Article XXIX: Wages

## **ARTICLE XIII: 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 No. 2 above, the employee will be credited with two (2) weeks (10 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 (10 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 (15 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; eleven (11) years; twelve (12) years; thirteen (13) years; fourteen (14) years; fifteen (15) years; sixteen (16) years; seventeen (17) years; eighteen (18) years; and nineteen (19) years of employment, a vacation of four (4) weeks (20 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 (25 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 City 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. Vacation will not be used to substitute for sick leave on a one day or a "call-in" basis.

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 his/her department head 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 an employee's department head 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 five (5) 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 his/her department head by June 1. For purposes of clarity, the maximum vacation carryover is limited to ten (10) days.

10. No employee, no matter what his/her seniority status, shall have an approved vacation canceled by his/her department within thirty (30) days of the date upon which his/her vacation is scheduled to start solely because a more senior employee selects the same vacation time.

11. Upon request and with reasonable notice, employee may receive vacation pay in advance of his/her scheduled time off.

12. Time off taken as vacation leave or sick leave shall be deducted from an employee's respective leave balances, if any, in increments of one (1) full hour for each portion of an hour taken. This in no way limits the discretion afforded the department head (or his/her designee) to institute departmental vacation leave procedures and to approve or disapprove vacation leave in accordance with such procedures, provided they remain consistent with the rights secured to employees under this Agreement. All other leave must be taken in no less than one-half (1/2) day (i.e., four hour) increments.

**EXAMPLE OF OPERATION OF REVISED VACATION PROCEDURES FOR AFSCME  
EMPLOYEES**

Employee X,

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

Credited with two weeks (10 days) vacation on November 1, 1988 (FY 1989). (Such vacation to be taken between November 2, 1988 through June 30, 1989). (Years of service = 1).

Credited with two weeks (10 days) vacation July 1, 1989 (FY 1990). (Years of service = 2).

Credited with two weeks (10 days) vacation July 1, 1990 (FY 1991). (Years of service = 3).

Credited with two weeks (10 days) vacation July 1, 1991 (FY 1992). (Years of service = 4).

Credited with two weeks (10 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 (15 days) vacation July 1, 1993 (FY 1994). (Years of service = 5).

Credited with three weeks (15 days) vacation July 1, 1994 (FY 1995). (Years of service = 6).

X retires December 2, 1994. Additional vacation entitlement = (November 2, 1994- December 2, 1994) 10 hours' vacation pay. (See chart).

## VACATION ALLOWANCE ACCRUAL SCHEDULE

### FOREMEN

MONTHS OF EMPLOYMENT*	TWO WEEKS (Hours)	THREE WEEKS (Hours)	FOUR WEEKS (Hours)
1	6 3/4	10	13 1/2
2	13 1/4	20	26 1/2
3	20	30	40
4	26 3/4	40	53 1/2
5	33 1/2	50	67
6	40	60	80
7	46 3/4	70	93 1/2
8	53 1/2	80	107
9	60	90	120
10	66 3/4	100	133 1/2
11	73 1/4	110	146 1/2
12	80	120	160

\*Full months of employment since the employee's most recent employment anniversary date.

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.

VACATION ALLOWANCE ACCRUAL SCHEDULE

**FOREMEN**

<u>MONTHS OF EMPLOYMENT*</u>	<u>FIVE WEEKS (Hours)</u>
1	16 3/4
2	33 1/4
3	50
4	66 3/4
5	83 1/4
6	100
7	116 3/4
8	133 1/4
9	150
10	166 3/4
11	183 1/4
12	200

\*Full months of employment since the employee's most recent employment anniversary date.

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 XIV: WORKING OUT OF CLASSIFICATION**

1. In any case when an employee is qualified for and is temporarily promoted to a higher position, said employee shall be entitled to an increase in their hourly rate.
2. Compensation will be set at the "Step 1" rate of pay of the higher position, or at 10% above the member's hourly rate, whichever is higher.

**ARTICLE XV: HOLIDAYS**

The following days shall be considered to be paid holidays:

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

In 2012 only, Christmas Eve and New Years Eve will be a full-day holiday.

1. The Mayor may exercise his/her discretion to allow employees who work on December 24 to leave at noon and be paid as if for a full day.
2. Holidays shall usually be observed on the day selected by the Commonwealth of Massachusetts as the day of observance. In the event, however, that a listed holiday is observed by the Commonwealth on a Saturday, it shall be observed on the preceding Friday and if it is observed by the Commonwealth on a Sunday, it shall be observed on the succeeding Monday. Those few employees who work a regular schedule other than Monday through Friday may have a regular work day fall on an actual holiday but have the day on which the City observes the holiday fall on an off day which is not paid.
3. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

**ARTICLE XVI: SICK LEAVE**

1. A bargaining unit employee with sick leave accumulated will receive sick leave for a bona fide 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 (1-1/2) days of sick leave for each full calendar month the employee is in a pay status the entire month. Employees hired by the City of Westfield after November 1, 2014, shall accrue sick leave at the rate of one (1) sick day per month of employment. Sick leave shall be credited to the Employee the first City Hall work day following the month in which it is earned. Sick leave may be taken in one (1) hour increments. In no event shall an employee absent from work due to on the job injury which has resulted in weekly Workers Compensation in-

demnity payments continue to accrue sick leave beyond six (6) months after the date of the on the job injury.

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 by the City of Westfield after November 1, 2014, shall accrue a maximum of 250 days of sick leave.

4. Each department shall maintain records of sick leave accumulation and use. This information shall be made available to an employee or to the Union upon reasonable request.

5. Employees who are absent due to the taking of sick leave, unless approved by their department head in advance, must call in within one-half (1/2) hour of his/her normal start time 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. Individuals calling in sick who do not have any sick time will not be able to use another form of time to cover the absence.

6. 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.

7. A bargaining unit member may apply to his/her department head 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, each of whom must be residing with the member, which leave shall not be unreasonably denied by the department head. The parties agree that the department head 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.

8. An employee who uses one (1) or fewer sick days during the six (6) month period of time between July 1 and December 31 of each year shall be awarded one (1) additional day of vacation in the following year. An employee who uses one (1) or fewer sick days during the six (6) month period of time between January 1 and June 30 of each year shall be awarded one (1) additional day of vacation in the following year. Payment is subject to required withholdings and deductions and shall be made in a regular payroll paid during the month of July first following award of same unless employee

leaves City employment prior thereto, at which time payment is made in the final paycheck received by employee. Each department will provide the Personnel Director a list of employees entitled to this payment prior to payment.

9 (a). 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 the Westfield Contributory Retirement System, or upon the death of an active employee, his/her estate will be paid for accumulated unused sick leave in accordance with the following table:

Up to 75 sick days accrued	=	100% buyback of all
200 to 299 sick days accrued	=	100 days buyback
Over 300 sick days accrued	=	125 days buyback

Employees hired by the City of Westfield on or after November 1, 2014, shall be paid for accumulated sick leave up to a maximum of forty (40) days.

9 (b). Members who were hired by the City of Westfield before November 1, 2014, and who give advanced notice of retirement before January 1 the fiscal year prior to retirement year, thus allowing the City the opportunity to budget responsibly, will be allowed to buyback additional accrued and unused sick days in addition to provisions of Section 9(a) of this Article as follows:

75-199 sick days accrued and unused	=	10 additional days
200-299 sick days accrued and unused	=	20 additional days
Over 300 sick days accrued and unused	=	25 additional days

Employee Tommy Curran shall be eligible for an advance notice buy back five (5) additional days of accrued sick time if he accrued over 300 sick days on the date of retirement, bringing the total advance notice buyback from twenty-five (25) days to thirty (30) days with a grand total buy back from one hundred fifty (150) to one hundred fifty-five (155) days.

9 (c). The City, at its discretion, may choose to spread any member's severance package over up to three consecutive fiscal years.

10. A sick leave bank committee shall be established consisting of two (2) designees of the Union and the Personnel Director and the City Auditor for the purpose of reviewing requests for additional sick days should an individual have exhausted all paid leave time.

The sick bank shall have no fewer than one (1) day for each employee for each employee who joins. Initially, each member shall contribute three (3) days of personal sick leave upon joining the bank. If the number of days falls to one (1) per member, each member shall then be assessed an additional three (3) days.

Eligibility shall be subject to the following limitations:

- a. The employee shall have been employed by the City a minimum of three (3) consecutive years.
- b. The illness or injury is of long term duration.
- c. The number of additional days granted shall not exceed the number of sick days accumulated at the start of the illness, up to a maximum of sixty (60) days.

11. The parties agree to revise the short in pay policy to eliminate automatic penalties for being in no pay status. However, nothing shall preclude disciplinary action for abuse of sick leave.

12. Prior to the start of a fiscal year, a member may elect to convert up to five (5) sick days to vacation days for the upcoming year. The member must notify their department head with a written notification.

#### **ARTICLE XVII: DISABILITY EXAMINATION**

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

#### **ARTICLE XVIII: JURY PAY AND VOTING LEAVE**

A. The City agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

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

C. An employee subpoenaed to court in a work-related matter shall be granted leave without loss of pay or benefits.

## **ARTICLE XIX: 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 Worker's 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 (6) months from the date of injury at which time further accrual shall cease. Vacation leave and sick leave accrued during this six (6) month period of time shall be available to the employee only upon return to work.

An employee absent because of an 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 (6) 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 XX: MATERNITY/PATERNITY LEAVE**

Maternity leave of absence without pay may be granted for a period of up to six (6) months. A physician's certificate may be required before the employee returns to work.

The parties agree to comply with the minimum requires of MGL c. 149 s 108D, currently mandating up to eight (8) weeks of unpaid paternity leave following the birth or

adoption of a child. Paternity leave shall be offered regardless of FMLA qualification; however, paternity leave shall run concurrent to FMLA leave, should the FMLA leave qualifications be met.

#### **ARTICLE XXI: 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) - five (5) days;
- B. Brother or sister (including step-brother, step-sister, half-brother and half-sister), current mother-in-law, current father-in-law, grandparent, grandchild, brother-in-law, sister-in-law - two (2) days;
- C. Grandparent of current spouse, aunt, uncle, nephew, niece - 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 seven (7) days of the death of the relative in question shall be forfeit.

One (1) day may be used for later interment.

#### **ARTICLE XXII: PERSONAL DAYS**

Upon three (3) days written request (except in an emergency), and subject to the approval of the employee's department head, 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.

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-work hours. The Department head 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.

The parties agree Personal days may be used at the discretion of the employee but subject to approval of the Department Head who shall not unreasonably deny the use.

## ARTICLE XXIII: 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.

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.

The City acknowledges that once each year State Council 93 holds its state convention. The City agrees that the Local Union President and one (1) other unit member may take up to two (2) days off without loss of usual pay in order to attend the convention. In order to be entitled to this benefit, each employee must advise his/her respective department head in writing no less than fourteen (14) days in advance of the date that the convention is held.

The employer shall accord to each employee who is honorably discharged from the United States Armed Forces, and who applies for re-employment within ninety (90) days after conclusion of military service with the United States Armed Forces, all re-employment rights, including fringe benefits and the like, which accrue to him as of the date of his severance from the Armed Services, on the same basis as though he had remained in full employment of the employer throughout the period of his service with the United States Armed Forces.

As provided by municipal ordinance, any employee in the service of the armed forces of the Commonwealth of Massachusetts under Section thirty-eight, forty, forty-one, or sixty, or during his/her annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the United States Armed Forces shall be allowed the difference between municipal employees' active duty salary and municipal salary.

Bargaining unit members who are required to have a HAZMAT endorsement shall be permitted time off without loss of pay or benefits to take the test for renewal. If the employee fails the test, he/she shall be required to retake the test at his/her own expense.

The President of the Union 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 Mayor, such time shall not exceed twenty-four (24) work hours per year.

Unit members shall be eligible to take one regular shift off during the calendar week (Sunday-Saturday) within which their birthday occurs.

#### **ARTICLE XXIV: 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. Health insurance shall be offered to all unit employees as is consistent with the Memorandum of Agreement drafted and signed by the members of the P.E.C./32b Committee, incorporated into this agreement and referenced as Appendix D.

Parties agree to meet and discuss proposed changes to the health insurance should one party request such discussion during the life of the agreement. Nothing in this provision shall compel the parties to reach agreement on changes to the health insurance if changes to the health insurance are proposed during the life of the agreement.

#### **ARTICLE XXV: PROTECTIVE CLOTHING AND CLOTHING ALLOWANCE**

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing, or protective device shall be furnished to the employee by the City. The cost of maintaining the protective clothing in proper working condition shall be paid by the City. Such items shall be replaced from time to time at the option of the City, and at the request of the City, items so replaced shall be returned by the employee.

The City shall have the right to require employees to wear a uniform. If the City exercises this right, it shall provide each employee with a sufficient number of items of that which it requires. Employee may be required to bear the cost of maintaining the uniform in proper condition. If the City requires employees to bear this cost, it shall not reduce the agreed clothing allowance which may thereafter be used for cleaning pur-

poses as well as such non-uniform items as may be appropriate. Employees will be required to wear appropriate footwear for safety.

Effective July 1, 2016, the Employer shall provide unit employees with appropriate footwear and shall eliminate the current voucher system for boots. Remain at current figure for cost estimates. The Employer shall provide employees with work clothing and the parties agree to eliminate current clothing allowance but remain at current cost figures for cost analysis. Should the Employer be unable to provide clothing to the employees, the Parties agree to revert to the clothing allowance system that existed on June 30, 2016.

Parties agree the uniform company providing work attire (clothing, not footwear) maintains the work attire at no cost to the unit member.

Employees provided with uniforms must wear the uniform and only the uniform or clothing provided by the Employer. No personal clothing over the uniform.

#### **ARTICLE XXVI: MILEAGE AND SPECIAL LICENSES**

Any employee shall be reimbursed at the current City rate per mile when required to use his/her personal vehicle on City business when other transportation is not provided.

The City agrees to provide all the material, equipment, tools and special license fees required to perform the duties assigned to the employees covered by this Agreement. In addition, the City shall reimburse an employee for the cost of any licenses above a Class D license, when so required by the City as a condition of employment. Further, the City shall pay the cost of any permits which are a condition of employment except it shall not be required to reimburse for a Class D or lower license.

Eliminate license reimbursements: City will institute an in-house training program for any/all license renewal requirements, thereby eliminating the need for reimbursement. Attendance at such training will be mandatory for those employees who utilize said licenses in the functions of their job or the functions of the employees' duties whom they oversee. Should the employer be unable or otherwise choose not to provide in house training, employees shall be eligible for reimbursement. The parties understand some licenses cannot be issued in house (currently, as an example, the hoisting license is issued by DPS and driver licenses are issued by the RMV). Should licenses be able to be issued in house, the parties agree to provide such service at the discretion of the employer and to negotiate the impact of the change with the Union.

City will institute a CDL Medical Examiner Certification process, thereby alleviating need of employee to schedule on their own and get reimbursed. Should the employer be unable or otherwise choose not to provide its own certification process, employee shall be eligible for reimbursement. Should a CDL certification be required which cannot be issued in house, but becomes available for providing in-house, the parties agree to provide such service at the discretion of the employer and to negotiate the impact of the change with the Union.

#### **ARTICLE XXVII: SAFETY COMMITTEE CODE**

A Safety Committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its own Chairman and meet regularly to review safety practices. It may draw up a safety code which, when approved by the Mayor, both parties to this Agreement agree to enforce. Disagreement occasioned by this Article shall not be subject to the grievance and arbitration procedure.

#### **ARTICLE XXVIII: LABOR-MANAGEMENT MEETINGS**

The Union shall designate a standing committee of three (3) employees of the department whose rates and conditions of employment are covered by this Agreement, which committee shall meet with the Mayor, and/or his designated representative, 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 Mayor, 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.

The union shall designate representatives to serve on an Other Post-Employment Benefits (OPEB) working group. The OPEB group shall be composed of representative members of each municipal union and supervisory personnel. The group is tasked with understanding, analyzing and strategizing ways to decrease the existing unfunded OPEB liabilities facing the City of Westfield. As currently constituted, the

group members shall not have the authority to bind the union members s/he represents regarding changes in working conditions necessary to resolve the liabilities; however, nothing shall prohibit the union and employer from mutually agreeing to re-open the contract to negotiate acceptable changes which have been generated by the group.

#### **ARTICLE XXIX: WAGES**

A. The Foremen group shall receive an increase of two thousand dollars (\$2,000.00) every three (3) years from the anniversary date (defined as entrance into the Foremen bargaining unit, as opposed to initial employment with the City as delineated by "DEFINITIONS" under Article VIII: Seniority). The parties agree movement from original step to top step should take eighteen (18) years, and that, due to step movement of two thousand dollars (\$2,000), the top step movement may be less than regular movement. All members in the unit who move to salary January 1, 2014, shall have their anniversary date considered to be January 1, 2014 for the purposes of salary movement only. Any cost-of-living adjustments or other negotiated wage increases shall apply to the two thousand dollar (\$2,000) step change.

The parties explicitly agree any and all other contractually guaranteed changes in pay above the base salary are no longer applicable, rendering pertinent provisions of certain articles, such as, but not limited to, Article XI, Article XII, Article XIII (7), Article XV, Appendix B Article III, void. Any and all other pay differentials or contractually guaranteed pay changes are forfeited by the employees and no longer applicable, such as, but not limited to, time and half pay for holidays, any and all other overtime (whether time and half, double, triple, or any other combination of pay above the salaried rate), holiday pay, call back and/or stand-by pays, and/or similar payments not specifically enumerated herein. The employees shall be entitled to their new yearly salaries only.

The parties agree Unit members will no longer be part of the regular on-call rotation in divisions where such on-call rotations exist. This agreement is intended simply to remove the unit member from such on-call rotations where they exist, not to alter, excuse, or otherwise absolve a unit member of job duties during on-call or outside of regular business hours.

The parties also agree to revisit and update job descriptions for members of the unit in order to ensure compliance with the "Executive Exemption" to the Fair Labor Standards Act and/or current MGL c .151, §1A. The positions meet the qualifications of the exemption in practice, but it is agreed the descriptions may need up-dating to ensure legal compliance. The parties agree to review the new job descriptions, and understand compliance with the exemption is a necessary requirement of the move from hourly to salaries position. Should, for any reason whatsoever, it be determined the positions cannot qualify as exempt under the FLSA or any MGL, the parties agree to renegotiate the impact of moving from salary back to hourly.

B. All employees shall be paid via bi-weekly direct deposit and receive all pay information electronically.

C. In FY11 only, members must participate in a three-day furlough program. Members will take three days (24 hours) off with no pay before January 31, 2011. The days may not be taken in the same week. At separation, the City will pay all participants for five days (40 hours) at the separation rate of pay. Members will be eligible for overtime assignments on furlough days. Participants are identified in Appendix A.

### **ARTICLE XXX: NON-CIVIL SERVICE EMPLOYEES**

A. 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.

When a bargaining unit position is eliminated, the person holding that position can "bump" the employee with the least seniority in that employee's classification and grade.

If applicable, the "bumped" employee can "bump" an employee in a lower grade or classification provided that the employee being "bumped" has the lowest seniority in his class or grade. This procedure shall continue until an employee is laid off.

Employees shall be recalled or reinstated by inverse 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.

B. When a position covered by this Agreement becomes vacant, such vacancy will be posted on a bulletin board at each work site listing the pay, duties, hours of work, days off, location, and qualifications of the position for ten (10) calendar days before the Employer fills the position. The position shall be awarded to the most senior and the most qualified employee.

C. An employee who does not have rights to the Civil Service procedure shall not be discharged or disciplined except for just cause.

D. A non-civil service employee newly hired by the City shall be probationary for the first ninety (90) days of service. Civil Service employees shall be probationary for the period as provided for by law in accordance with M.G.L. c. 31. Employees shall be deemed members of the bargaining unit as of the first day of service; however, employee shall not be subject to just cause provisions as set out in this Agreement, until the completion of his/her probationary period as a permanent employee. Employees may be enrolled as members of the Union and dues deductions taken, upon completion of his/her first month of work. (Civil Service probationary period = one hundred eighty [180] days.)

#### **ARTICLE XXXI: 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 provision 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. Those employees of the City whose job duties require possession of a Commercial Drivers License are subject to U.S. Department of Transportation mandated drug and alcohol testing. The parties incorporate herein by reference the terms of the Memo-

randum of Agreement executed by the parties on October 2, 1995, negotiated by the parties regarding drug and alcohol testing for these employees.

6. Foremen will be trained in reasonable suspicion drug testing. Parties agree to meet and negotiation the impact of requiring that training. Employer will provide all costs necessary to keep foreman trained, and Employer will possess the training licenses which it will provide to the Laborer's Union. Union agrees to cooperate in the implementation of the laborer drug testing policy implementation.

## **ARTICLE XXXII: PERFORMANCE EVALUATIONS**

### **Section 1:**

Performance evaluations are designed to serve the needs of both the employee and the City. 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 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 supervisor prior to April 1<sup>st</sup>, with the exception of a probationary employee who shall be evalu-

ated at completion of the first three (3) 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 (See Appendix D), 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.
1. 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 Officer 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 7:**

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 XXXIII: PERSONNEL FILES**

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.

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.

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.

## **ARTICLE XXXIV: TRANSFERS**

1. The parties agree that for an employee to transfer from one department to another the available vacant position must be substantially similar to the position the employee presently holds, the transfer must be in the public interest, and both departments must exercise the management discretion to allow the transfer.

2. If an employee transfers from one department to another department and both departments are subject to this Agreement, his/her length of service in the prior department(s) will be credited for determining entitlement to the benefits provided by this Agreement. This same rule applies to an employee who transfers from another position in the City, which is not part of this bargaining unit.

3. In bidding for any vacancies within a department only those with seniority within the department who make known their desire to fill the vacancy must be considered.

4. An employee who transfers from one civil service department to another civil service department loses his/her civil service seniority until he/she serves in the new department for one (1) year, at which time he/she regains his/her original civil service seniority date.

5. For a civil service employee to have transfer opportunities from one civil service department to another as delineated herein, he/she must be a permanent civil service employee.

## **ARTICLE XXXV: 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 City Departments 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 associations 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 XXXVI: MISCELLANEOUS PROVISIONS**

1. Bulletin Boards - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. In the event an employee reports to this place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid for eight (8) hours at the rate to which he/she would be entitled for his shift. No one outside the bargaining unit shall perform work with similar equipment that is normally done by those employees within the bargaining unit, while such city equipment is available.
3. Job postings for any foreman position will be posted in all departments. It is acknowledged by the parties that posting does not mean that the employee necessarily has rights to the position.

## **ARTICLE XXXVII: 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. Any prior agreements covering any employee(s) covered by this Agreement shall be terminated and of no effect, upon the effective date of this Agreement and shall be superseded by this Agreement.

The City will provide each employee with a copy of this Agreement.

#### **ARTICLE XXXVIII: 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.

#### **ARTICLE XXXIX: SAVINGS CLAUSE**

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.

#### **ARTICLE XL: EFFECTIVE DATE**

This Agreement shall become effective July 1, 2016 and shall expire June 30, 2019.

**ARTICLE XLI: TERMINATION**

This Agreement will remain in effect until June 30, 2019, and from year to year thereafter, subject to termination by either party giving written notice sixty (60) days prior to June 30.

The City of Westfield:

Council 93, AFSCME, Local 1676  
Foremen Unit

By:   
Brian P. Sullivan, Mayor

By:   
President Authority

Date: 8-2-17

Date: 08-01-17

\_\_\_\_\_  
Staff Representative

Date: \_\_\_\_\_

**APPENDIX A**  
**ADDENDUM TO AGREEMENT**  
**AFSCME FOREMEN**  
**PARTICIPANTS IN FY2011 FURLOUGH PROGRAM**

Curran, David	DPW- Highway
Curran, Thomas	Building
Gagnon, Kenneth	Wastewater

## **APPENDIX B**

### **ADDENDUM TO AGREEMENT WATER DEPARTMENT WATER TREATMENT PLANT PERSONNEL**

This document constitutes an Addendum to the collective bargaining Agreement in force and effect between the City of Westfield ("City") and A.F.S.C.M.E. Council 93, Local 1676, 40 Hour Unit ("AFSCME") for the term of July 1, 1996 through June 30, 1999, as updated by agreements dated July 29, 1997; February 24, 2004; July 25, 2005; and July 1, 2013.

This Addendum applies to employees employed in the City Water Department who are assigned duties at the Water Treatment Plant and who hold the job title Head Treatment Plant Operator or Treatment Plant Operator or such other job titles as assigned duties at the Water Treatment Plant pursuant to the provisions set forth below. To the extent that the terms of this Addendum change terms set forth in the collective bargaining Agreement, the terms of this Addendum shall control. The terms of the collective bargaining Agreement that are unchanged by this Addendum shall remain in full force and effect to the extent not inconsistent herewith.

#### **ARTICLE I PRELIMINARY STATEMENT**

The City Water Department is subject to considerable state and federal regulation designed to assure minimum standards of water purity. As a result of this regulation, the Water Department is required to staff and operate its Water Treatment Plant in conformity with certain requirements. Those requirements include a need for daily coverage at the Water Treatment Plant. The hours of work as specified in the collective bargaining Agreement are inconsistent with this need for daily coverage.

#### **ARTICLE II HOURS OF WORK**

Three Water Department employees as designated by the Water Superintendent shall work a "four and ten" work schedule. Unless a vacancy or other absence dictates

a need for a different designation, the employees who are so designated shall be the Head Treatment Plant Operator and the three (3) Treatment Plant Operators. The "four and ten" schedule to be worked shall be the schedule as is in present use within the Water Department for these positions, said schedule having been erroneously referred to as a "four and three" schedule in the August 4, 1994 document which first memorialized this arrangement.

**ARTICLE III**  
**SHIFT DIFFERENTIAL**

Employees assigned to the foregoing work schedule who possess the required licenses shall receive, for each hour so assigned, a shift differential of 5 percent (5%), i.e., the regular hourly wage as specified in Appendix "A" as applicable for each such employee is multiplied by one and five hundredths (1.05) to arrive at the hourly wage to be paid (and upon which overtime is calculated).

Effective July 1, 2005, employees assigned to the foregoing work schedule who possess the required licenses shall receive, for each hour so assigned, a shift differential of 12 percent (12%), i.e., the regular hourly wage as specified in Appendix "A" as applicable for each such employee is multiplied by one and twelve hundredths (1.12) to arrive at the hourly wage to be paid (and upon which overtime is calculated).

**ARTICLE IV**  
**1040/2080 PLAN – Intentionally Deleted**

Intentionally deleted with 2013 shift to salary, pursuant to current 2013 Article XXIX:  
Wages

**ARTICLE V**  
**HOLIDAYS**

As required by the Water Superintendent, on holidays an employee who is scheduled for work will be required to perform station checks and allied duties.

In the event that a day that the City observes as a paid holiday falls on a day that an employee is not scheduled to work then, in that event, the Water Superintendent, in his

discretion, shall either allow the employee to take the Monday first following the holiday as a day off or, alternatively, direct the employee to take as a day off one (1) subsequent Monday. If the day off is not taken on the Monday first following the holiday, then the day off must be taken within ninety (90) calendar days of the holiday in question.

## **ARTICLE VI** **VACATIONS**

Employees are allowed vacation leave upon advance approval of the Water Superintendent.

No employee shall take his/her vacation leave during the seven (7) days that he/she is scheduled to provide off-hours plant coverage duty. However, the employee is entitled to use his/her two (2) personal days per fiscal year to provide relief from the seven (7) day coverage schedule on such terms as are set forth in Article XXII of the collective bargaining Agreement. The individual so scheduled who seeks to use a personal day for relief from coverage duty shall in advance secure voluntary coverage from one of his/her two (2) qualified co-workers and shall also provide advanced written notice to the Water Superintendent or Deputy Water Superintendent. An individual who provides coverage for a co-worker who is taking a personal day under these circumstances shall be entitled to pay at the rate of one and one-half times (1 ½) his/her regular hourly rate for those hours that he/she covers for the scheduled worker. The Water Superintendent shall be notified and may make an alternate arrangement to secure the necessary coverage if necessary or otherwise appropriate.

## **ARTICLE VII** **ADDITIONAL DUTIES**

Under the "four and ten" schedule as contemplated herein, an employee will work a tour of ten (10) consecutive days in a rotation with the other three. When working the 10 day tour, for seven of the ten days the employee shall carry a beeper while off duty. While assigned to carrying the beeper, the employee shall also be assigned a laptop computer to be used in conjunction with a telephone line modem installed at employee's personal residence. The City shall bear the expense of installation of the necessary equipment. The computer and related equipment remain the property of the City. Em-

ployee shall, if possible, utilize the modem and laptop computer to discern whether the event which led to his/her being contacted requires a personal response.

## APPENDIX C PERFORMANCE EVALUATION FOR AFSCME LOCAL 1676 EMPLOYEES

EVALUATION STATUS \_\_\_\_\_ NAME \_\_\_\_\_ GRADE \_\_\_\_\_  
 - 2 Month Probationary \_\_\_\_\_ CLASSIFICATION \_\_\_\_\_  
 - 5 Month Probationary (where applicable) DEPARTMENT \_\_\_\_\_  
 - Annual \_\_\_\_\_ EVALUATOR \_\_\_\_\_  
     (Year)  
     ANNIVERSARY DATE IN CITY SERVICE \_\_\_\_\_  
     ANNIVERSARY DATE IN JOB CLASSIFICATION \_\_\_\_\_

<u>RATING:</u>	<u>DEFINITION FOR RATING TO BE APPLIED:</u>
*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

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

	S U P E R I O R	A B O V E  S T A N D A R D	G O O D	F A I R	U N S A T I S F A C T O R Y	N O T  A P P L I C A B L E
QUALITY AND QUANTITY OF WORK						
A. Demonstrates knowledge of the job						
B. Amount of work accomplished						
C. Performs work with accuracy						
D. Work is neat and presentable						
E. Work is thorough						
F. Organizes work appropriately						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE
WORK HABITS						
A. Is regular in attendance at work						
B. Observes established working hours						
C. Completes work on time						
D. Demonstrates the ability to work without immediate supervision						
E. Complies with departmental and City policies						
F. Complies with instructions, rules and regulations including health and safety precautions						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE
WORK ATTITUDES						
A. Endeavors to improve work techniques						
B. Accepts new ideas and procedures						
C. Accepts constructive criticism and suggestions						
D. Accepts responsibility						
E. Exercises appropriate judgment						
F. Adapts to emergency situations						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE
RELATIONSHIPS WITH OTHERS						
A. Works well with co-workers						
B. Works well with the public/ other City departments						
C. Cooperates with supervisors and other staff members						
D. Observes established channels of communications						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

	SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE
SUPERVISORY ABILITY (where applicable)						
A. Demonstrates leadership ability						
B. Makes timely decisions						
C. Is fair and impartial in relationship with subordinates						
D. Trains and instructs subordinates						
E. Maintains acceptable performance standards among employees						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

OVERALL COMMENTS OF SUPERVISOR WHO PERFORMED THIS EVALUATION:

Recommendations:

\_\_\_\_\_ Meets Standards

\_\_\_\_\_ Does not Meet Standards

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

COMMENTS OF EMPLOYEE:

\_\_\_\_\_  
Date of Discussion with Supervisor

\_\_\_\_\_  
Signature of employee being evaluated  
(Does not imply agreement or disagreement with evaluation)

Reviewed by Personnel Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX D

**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:**

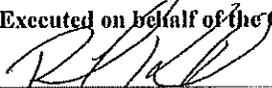
5. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

**Authorization to Sign Agreement:**

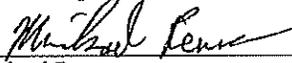
6. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

Dated: 3/7/12

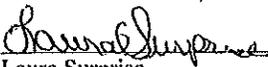
**Executed on behalf of the City of Westfield:**

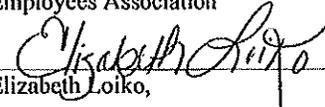
  
\_\_\_\_\_  
Daniel Knapik, Mayor

**Public Employee Committee:**

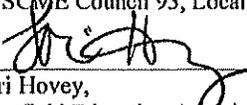
  
\_\_\_\_\_  
Michael Reuss,  
Westfield Public School Custodian Association

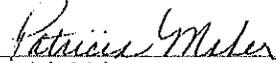
  
\_\_\_\_\_  
Mark Cressotti,  
Westfield Professional Municipal  
Employees Association

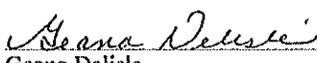
  
\_\_\_\_\_  
Laura Surprise,

  
\_\_\_\_\_  
Elizabeth Loiko,

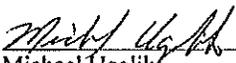
AFSCME Council 93, Local 346

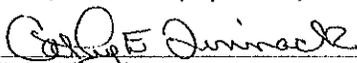
  
Lori Hovey,  
Westfield Education Association

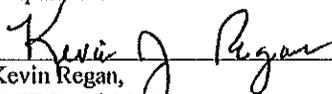
  
Patricia Maher,  
Westfield Lunch Association

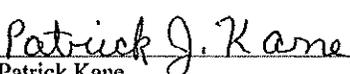
  
Geana Delisle,  
Westfield Cafeteria Managers Association

  
Brian Freeman,  
Westfield Patrol Officers Coalition (Patrolmen)

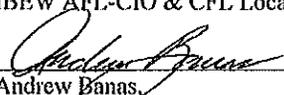
  
Michael Ugolik,  
IBPO, Local 574S (Supervisors)

  
Cathy Zinnack,  
Westfield Emergency Telecommunications  
Dispatchers

  
Kevin Regan,  
IAFF Local 1110

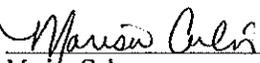
  
Patrick Kane,  
Westfield Fire Department Supervisors  
Association

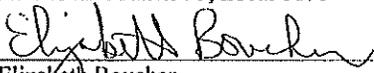
IBEW AFL-CIO & CFL Local 455

  
Andrew Banas,  
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

APPENDIX E  
WAGE SCHEDULE

	FY17 (1%)				
	Custodial	Waste Foreman	Highway Foreman	HTPO	Water Foreman
1	\$ 50,234.00	\$ 52,286.00	\$ 53,311.00	\$ 54,336.00	\$ 55,361.00
2	\$ 50,234.00	\$ 52,286.00	\$ 53,311.00	\$ 54,336.00	\$ 55,361.00
3	\$ 52,286.00	\$ 54,336.00	\$ 55,361.00	\$ 56,386.00	\$ 57,411.00
4	\$ 52,286.00	\$ 54,336.00	\$ 55,361.00	\$ 56,386.00	\$ 57,411.00
5	\$ 52,286.00	\$ 54,336.00	\$ 55,361.00	\$ 56,386.00	\$ 57,411.00
6	\$ 54,336.00	\$ 56,386.00	\$ 57,411.00	\$ 58,437.00	\$ 59,462.00
7	\$ 54,336.00	\$ 56,386.00	\$ 57,411.00	\$ 58,437.00	\$ 59,462.00
8	\$ 54,336.00	\$ 56,386.00	\$ 57,411.00	\$ 58,437.00	\$ 59,462.00
9	\$ 56,386.00	\$ 58,437.00	\$ 59,462.00	\$ 60,487.00	\$ 61,512.00
10	\$ 56,386.00	\$ 58,437.00	\$ 59,462.00	\$ 60,487.00	\$ 61,512.00
11	\$ 56,386.00	\$ 58,437.00	\$ 59,462.00	\$ 60,487.00	\$ 61,512.00
12	\$ 58,437.00	\$ 60,487.00	\$ 61,512.00	\$ 62,537.00	\$ 63,562.00
13	\$ 58,437.00	\$ 60,487.00	\$ 61,512.00	\$ 62,537.00	\$ 63,562.00
14	\$ 58,437.00	\$ 60,487.00	\$ 61,512.00	\$ 62,537.00	\$ 63,562.00
15	\$ 60,487.00	\$ 62,537.00	\$ 63,562.00	\$ 64,587.00	\$ 65,613.00
16	\$ 60,487.00	\$ 62,537.00	\$ 63,562.00	\$ 64,587.00	\$ 65,613.00
17	\$ 60,487.00	\$ 62,537.00	\$ 63,562.00	\$ 64,587.00	\$ 65,613.00
18	\$ 62,537.00	\$ 63,562.00	\$ 64,587.00	\$ 65,613.00	\$ 66,638.00

	FY18 (2.5%)				
	Custodial	Waste Foreman	Highway Foreman	HTPO	Water Foreman
1	\$ 51,490.00	\$ 53,593.00	\$ 54,644.00	\$ 55,694.00	\$ 56,745.00
2	\$ 51,490.00	\$ 53,593.00	\$ 54,644.00	\$ 55,694.00	\$ 56,745.00
3	\$ 53,593.00	\$ 55,694.00	\$ 56,745.00	\$ 57,796.00	\$ 58,846.00
4	\$ 53,593.00	\$ 55,694.00	\$ 56,745.00	\$ 57,796.00	\$ 58,846.00
5	\$ 53,593.00	\$ 55,694.00	\$ 56,745.00	\$ 57,796.00	\$ 58,846.00
6	\$ 55,694.00	\$ 57,796.00	\$ 58,846.00	\$ 59,898.00	\$ 60,949.00
7	\$ 55,694.00	\$ 57,796.00	\$ 58,846.00	\$ 59,898.00	\$ 60,949.00
8	\$ 55,694.00	\$ 57,796.00	\$ 58,846.00	\$ 59,898.00	\$ 60,949.00
9	\$ 57,796.00	\$ 59,898.00	\$ 60,949.00	\$ 61,999.00	\$ 63,050.00
10	\$ 57,796.00	\$ 59,898.00	\$ 60,949.00	\$ 61,999.00	\$ 63,050.00
11	\$ 57,796.00	\$ 59,898.00	\$ 60,949.00	\$ 61,999.00	\$ 63,050.00
12	\$ 59,898.00	\$ 61,999.00	\$ 63,050.00	\$ 64,100.00	\$ 65,151.00
13	\$ 59,898.00	\$ 61,999.00	\$ 63,050.00	\$ 64,100.00	\$ 65,151.00
14	\$ 59,898.00	\$ 61,999.00	\$ 63,050.00	\$ 64,100.00	\$ 65,151.00
15	\$ 61,999.00	\$ 64,100.00	\$ 65,151.00	\$ 66,202.00	\$ 67,253.00
16	\$ 61,999.00	\$ 64,100.00	\$ 65,151.00	\$ 66,202.00	\$ 67,253.00
17	\$ 61,999.00	\$ 64,100.00	\$ 65,151.00	\$ 66,202.00	\$ 67,253.00
18	\$ 64,100.00	\$ 65,151.00	\$ 66,202.00	\$ 67,253.00	\$ 68,304.00

FY19 (2.5%)

	Custodial	Waste Foreman	Highway Foreman	HTPO	Water Foreman
1	\$ 52,777.00	\$ 54,933.00	\$ 56,010.00	\$ 57,086.00	\$ 58,164.00
2	\$ 52,777.00	\$ 54,933.00	\$ 56,010.00	\$ 57,086.00	\$ 58,164.00
3	\$ 54,933.00	\$ 57,086.00	\$ 58,164.00	\$ 59,241.00	\$ 60,317.00
4	\$ 54,933.00	\$ 57,086.00	\$ 58,164.00	\$ 59,241.00	\$ 60,317.00
5	\$ 54,933.00	\$ 57,086.00	\$ 58,164.00	\$ 59,241.00	\$ 60,317.00
6	\$ 57,086.00	\$ 59,241.00	\$ 60,317.00	\$ 61,395.00	\$ 62,473.00
7	\$ 57,086.00	\$ 59,241.00	\$ 60,317.00	\$ 61,395.00	\$ 62,473.00
8	\$ 57,086.00	\$ 59,241.00	\$ 60,317.00	\$ 61,395.00	\$ 62,473.00
9	\$ 59,241.00	\$ 61,395.00	\$ 62,473.00	\$ 63,549.00	\$ 64,626.00
10	\$ 59,241.00	\$ 61,395.00	\$ 62,473.00	\$ 63,549.00	\$ 64,626.00
11	\$ 59,241.00	\$ 61,395.00	\$ 62,473.00	\$ 63,549.00	\$ 64,626.00
12	\$ 61,395.00	\$ 63,549.00	\$ 64,626.00	\$ 65,703.00	\$ 66,780.00
13	\$ 61,395.00	\$ 63,549.00	\$ 64,626.00	\$ 65,703.00	\$ 66,780.00
14	\$ 61,395.00	\$ 63,549.00	\$ 64,626.00	\$ 65,703.00	\$ 66,780.00
15	\$ 63,549.00	\$ 65,703.00	\$ 66,780.00	\$ 67,857.00	\$ 68,934.00
16	\$ 63,549.00	\$ 65,703.00	\$ 66,780.00	\$ 67,857.00	\$ 68,934.00
17	\$ 63,549.00	\$ 65,703.00	\$ 66,780.00	\$ 67,857.00	\$ 68,934.00
18	\$ 65,703.00	\$ 66,780.00	\$ 67,857.00	\$ 68,934.00	\$ 70,012.00

Effective July 1, 2016, the Parties agree to adopt a new salary grid which shall be mutually agreed upon, effective, but not necessarily fully implemented, on or before June 30, 2019. Parties agree the salary grid referenced in this paragraph shall reflect an evaluation of qualifications, duties, and responsibilities of each unit position, and that then-current employees at the time of agreement shall not suffer a reduction in pay in conjunction with adoption of said grid.

Effective July 1, 2016, the Parties agree that the current foreman/senior custodian shall be grandfathered in the current pay grid, but the parties agree when the incumbent employee separates from the specific position the parties shall meet to analyze and negotiate over appropriateness of any potential classification changes.