



**AGREEMENT BETWEEN
CITY OF WESTFIELD, MASSACHUSETTS**

AND

WESTFIELD MUNICIPAL EMPLOYEES ASSOCIATION

(40 Hour Unit)

July 1, 2025 through June 30, 2028

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**AGREEMENT BETWEEN
CITY OF WESTFIELD, MASSACHUSETTS
AND
WESTFIELD MUNICIPAL EMPLOYEES ASSOCIATION
(40 Hour Unit)**

This agreement entered into by the City of Westfield ("City") and the Westfield Municipal Employees Association ("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 certified as the bargaining unit in accordance with the election conducted by the State Labor Relations Commission on July 27, 1967, and modified effective July 1, 2004, to exclude the following titles: Munciclass Foreman – Official Service, 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) creating a clerical pool of two or more departments; (2) establishing shifts; or (3) subcontracting out work where appropriate and economical in accord with the law, subject to Massachusetts General Laws, Chapter 150 E. If management exercises any of these three 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 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 Westfield Municipal Employees Association, 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 bi-weekly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of Authorization of Check-off of Dues hereinafter set forth, the City agrees to deduct Union membership dues or Agency Service Fees levied in accordance with the Constitution of the Union and Chapter 150E 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:

Westfield Municipal Employees Association
AUTHORIZATION FOR UNION DUES DEDUCTION

EFFECTIVE:

I, _____, hereby request and authorize the City of Westfield Payroll Department to deduct from my earnings bi-weekly the amount of \$ _____. This amount shall be paid to the treasurer of the Westfield Municipal Employees Association and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named Association as a uniform change in its Union dues/Agency Service Fee structure.

This authorization shall remain in effect unless terminated by me upon sixty (60) days advance written notice to the Association and the Employer or upon termination of my employment.

Signature of Employee: _____

Name of Employee (print): _____

Home Address: _____

Telephone Number: _____

Email Address: _____



ARTICLE IV: RESERVED

ARTICLE V: DISCRIMINATION AND COERCION

There shall be no discrimination by foremen, 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 and, in the alternative, to submit such disputes to processing under the Grievance and Arbitration procedures contained in this Agreement. Any employee proceeding under the grievance and arbitration procedure shall thereby waive his/her rights to proceed in any other forum concerning the same dispute. 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

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, Commission, Board, or Committee within ten (10) working days after the response of the immediate supervisor is due. The Department Head, Commission, Board, or Committee 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, Commission, Board, or Committee 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 agree to substitute any mutually agreed to arbitrator or service. 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. 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 positions other than those listed to be filled by appointments from 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, attendance, and disciplinary record. 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. In all vacancies, the Union may negotiate with the Employer over present or new job titles.

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 or furlough. 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 voluntary resignation, then said employee will be credited with his/her prior service. Except as otherwise provided in this Article, no time on layoff, furlough, 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

The regular hours of work each day for Blue Collar workers shall be from 7:00 a.m.

to 3:00 p.m. except for interruptions for lunch periods. In keeping with state law, employees late to work shall be docked for actual time missed from work.

The work-week shall consist of five (5) consecutive eight (8) hour days, including lunch periods, Monday through Friday, inclusive, for all employees assigned to the Labor and Trades Group, and all employees of the Labor and Trades Supervision Group. Sweeper hours from April 1 through November 1, will be established by the Superintendent based on the needs of the department.

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 work-week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days with a sixth day 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 emergency operating needs of the employer.

Notwithstanding the foregoing language of this Article, all positions presently assigned hours which are at odds with the foregoing shall continue the existing practice. 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. The second break period is eliminated.

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.

In the event an employee works twenty (20) continuous hours, said employee shall be entitled to a paid rest period of six (6) continuous hours at straight time pay. Employee rest periods may be staggered depending on the needs of the department. Employees on rest period shall be completely relieved of duty and may leave the employer's premises.

Should an employee utilize a rest period under Article X, and should any portion of said rest period fall during the scheduled hours of a unit member's regular shift, the employee is not required to report to work but will receive their regular wages (as opposed to straight time) for the duration of the rest period coinciding with the regular shift. The intent of the provision is to ensure Auditing accuracy for proper employer deductions (retirement, ins., tax, etc.) taken from the weekly pay:

As an example, should a Mon.-Fri. employee be schedule to work 7a.m. to 3p.m. on Tuesday, but required to snow plow following a major storm, they will be entitled to take a rest period after 20 work hours (3 a.m. Wednesday) for six (6) hours. The four (4) of six (6) rest period hours between 3 a.m. and 7 a.m. are at straight time, with no deductions. The remaining two (2) hours of rest period between 7a.m. and 9 a.m. will be paid regular wages, meaning deductions are taken out. The employee is not required to report to work during the rest period.

A second example, should a Mon.-Fri. employee work 7 a.m. to 3 p.m. on Friday, and snow plow for an additional thirteen (13) hours, reaching twenty (20) hours, they are entitled to six (6) hours of rest period. The employee is still entitled to the rest period even though they are not scheduled to report to work Saturday. In such case the employee would be paid six (6) hours straight time for his rest period into Saturday.

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. – all combined, should not exceed the thirty (30) minutes paid meal time period.

When an employee is working excess overtime and the employer is unable to furnish meals, the employee shall be granted time off to eat without loss of pay.

ARTICLE XII: OVERTIME

1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1-1/2) times his/her regular rate of pay for hours in excess of eight (8) hours in one day or forty (40) hours in one week, whichever is sooner. Any work performed by an employee on Sunday or a Holiday shall be paid at the rate of two (2) times the regular rate of pay regardless of the hours actually worked that week.

2. Any employee called back to work shall receive a four (4) hour minimum call back at the rate of time and one half or double time if such call back occurs on a Sunday or a Holiday regardless of whether the employee has met his/her forty (40) hour or eight (8) hour threshold. In the event the employee works in excess of four (4) hours during a call back, he/she shall continue to be paid time and one half or double time for

all such hours worked. Scheduled overtime or overtime which is attendant to the end of the work day will not trigger a four (4) hour minimum. When an employee leaves his/her home or returns home from a call-back, he/she is in the employ of the City though pay shall be punch-in to punch-out. It is agreed among the parties that all snow and ice removal operations are deemed to be an emergency. During snow and ice emergencies, and after all volunteers are exhausted, mandatory overtime will be assigned by inverse order of seniority regardless of classification or division. All bargaining unit employees shall be required to provide a reliable contact phone number and shall respond. The bargaining unit employees shall provide snow removal services at the direction of the division's foreman.

It is agreed among the parties that in the event of an emergency, all bargaining unit employees may be required to perform reasonable mandatory overtime; however, volunteers will first be sought before assigning such mandatory overtime. Mandatory overtime will also be assigned in inverse order of seniority within classification. When in case of emergencies, as outlined above, it is necessary to call in employees from other departments, or from outside sources, to aid and assist; such employees or outside sources shall be released from their duties when the workload lessens.

3. Overtime shall be equally and impartially distributed among personnel in each department who ordinarily performs such related work in the normal course of their work-week. Department heads and Union representatives at each location will work out procedures for implementing this policy of distributing overtime work. The City shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the shop steward with the foreman of the division involved. All time for which an employee is on full pay status shall be considered time worked for the purpose of calculating overtime (this will include sick leave, vacation, or other leave but will exclude any LWOP).

4. Nothing in this Agreement will prevent the creation of mutually agreeable flexible hours programs in areas where such program may be initiated with the acceptance of the City and the employee Foreman.

5. Due to the unique requirements of the departments necessitating the requirement of personnel to be on an "on call" status, each department or division who requires an employee to be available for response to the call and responding to the emergency

will finalize a plan each April, which will contain an established rotation of qualified personnel and the schedule for which such personnel will be assigned. The rate of pay for employees who participate in the rotation during the time they are assigned shall be thirty-five dollars per day. A total of two (2) on-call positions will be established to cover Highways, Sewers and Land and Natural Resources. In addition, there will be one (1) on-call position in each of the following divisions: Water Distribution, Water Treatment and Wastewater Treatment. Employees who are on call shall be provided a communication device and shall respond to the call as well as respond to the emergency. In the event that the employee(s) who are designated on call as well as any other unit members called in are unable to resolve the situation, they shall call the foreman. The established rotation shall be subject to review prior to each November 1st for modification. In cases of illness or injury where an employee is unable to cover their on-call duties, such duties will be covered in accordance with the following procedure: the employer first asking for volunteers to cover the on-call duty and if no volunteers are available then the on-call shall be covered by the back-up foreman.

Employees hired on or after July 1, 2016 shall be required to enter the on-call rotation once they are trained. Employees hired prior to July, 2016 may enter the on-call rotation. Employees previously grandfathered from having to participate in on-call rotations will be required to enter the on-call rotation if they employee accepts or has accepted a promotion or transfer on or after July 1, 2022.

6. Call-back minimum shall not apply to an employee who is called back within one (1) hour of the start of his/her regular shift. Such employee is entitled to pay for his/her work prior to the start of the regular starting time at triple time (Three times regular rate of pay). No other premium pay shall apply. The one-hour limitation is measured from time of employee's punch in to employee's regular starting time.

7. Three (3) hours and under of sick time on a given day, and any vacation or personal time does not affect overtime eligibility on that day. Sick leave use on Friday will not disqualify an employee for overtime on the subsequent weekend. For employees using more than three (3) hours of sick leave on a particular day, they shall not be eligible for overtime on that day unless the overtime list has been exhausted. Should such employee be called in for overtime after exhaustion of the overtime list, he or she shall be paid at their overtime rate for all hours worked.

8. Employees who are on unauthorized leave without pay shall not be eligible to work any overtime on the day such LWOP occurs. If the LWOP occurs on a Friday, the employee will not be eligible for overtime during that weekend. Employees who are on unauthorized LWOP status may be subject to progressive discipline up to and including termination. LWOP will not constitute "hours worked" for purposes of calculating overtime wages.

9. The Rate paid for Call-ins shall be the rate at the time the overtime starts, up to four (4) hours. Any time after four (4) hours, the rate would change to the rate of the day.

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 the 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 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.

f) Employees hired on or after July 1, 2016, who remain in pay status for the first six (6) months shall be eligible to use one (1) week of vacation between the six (6) month anniversary of hire and the one (1) year anniversary. Thereafter, employees accrue according to the vacation accrual provision of the contract.

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 sepa-

ration 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 total amount of carried vacation does not exceed five (5) days at any one time.

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 [4] hour) increments.

**EXAMPLE OF OPERATION OF REVISED VACATION PROCEDURES FOR WMEA
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 November 2, 1988 through June 30, 1989; one (1) year of service.

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

Credited with two (2) weeks (10 days) vacation July 1, 1990 (FY 1991); three (3) years of service.

Credited with two (2) weeks (10 days) vacation July 1, 1991 (FY 1992); four (4) years of service.

Credited with two (2) 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 (3) weeks (15 days) vacation July 1, 1993 (FY1994) five (5) years of service.

Credited with three weeks (15 days) vacation July 1, 1994 (FY 1995); six (6) years of service.

Employee X retires December 2, 1994. Additional vacation entitlement = November 2, 1994 – December 2, 1994; ten (10 hours vacation pay). (See chart).

**VACATION ALLOWANCE ACCRUAL SCHEDULE
40 HOURS EMPLOYEES**

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

40 HOUR EMPLOYEES

<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. Plus rates for higher skills - In any case when an employee is qualified for and is temporarily required to regularly serve in and accept the responsibility for work in a higher class or position, or when an employee is temporarily promoted to a supervisory position, such employee shall receive the same step in the assigned grade as he/she holds in their normal classification.

For purposes of this paragraph, "temporarily required to regularly serve in" and "temporarily promoted" shall mean that the employee has continuously performed the duties of the higher grade in excess of eight (8) hours. In addition, the temporary promotion or service must be approved in writing for each assignment by the Deputy Superintendent of the division, or the Director if the Deputy is unavailable. The first eight (8) hours of the vacancy are not compensated at the higher grade unless the vacancy continues beyond the eight (8) hours. If the vacancy exceeds eight (8) hours, payment will be retroactive to the commencement of the vacancy.

The working out of grade in a foreman position shall be the supervisory weekly salary rate divided by forty (40), corresponding to the number of hours the supervisors are expected to work per weekly average. Employees working out of grade in the supervisory role will be paid at step 1.. If the employee exceeds 40 hours of work in the out of grade position the employee will receive time and one half at the out of grade rate.

2. Plus Rates for Supervision - In case an employee is assigned in charge of one (1)

or more other persons in positions of the same class grade, such employee shall be paid at the corresponding step rate in the next higher compensation schedule.

In case an employee is assigned in charge of a work crew for a period exceeding one (1) pay period, where such work is not part of his/her regular duty, he/she shall be compensated according to the next higher schedule over that prescribed for his/her regular position.

3. An employee who is classified as a "Tree Trimmer and Climber" who is required to hold a hoisting engineers license shall be paid according to the next higher grade over that prescribed for his/her classification, that is, he/she is paid Grade 13 instead of Grade 12.

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
Juneteenth	

1. It is expected that employees who work in Refuse Collection and Recycling Collection will work the day after Thanksgiving Day. Those employees who actually work that day (i.e., are not on sick leave, vacation leave, etc.) shall be paid for that day two (2) times his/her regular rate of pay pursuant to the requirements of Paragraph 6, below. Employees within the Waste Collection and Disposal of Solid Waste Divisions shall work Martin Luther King Day, Washington's Birthday/President's Day, Patriots Day, Juneteenth and Columbus Day and shall be paid those days at the rate of two times their regular rate of pay (double time) plus holiday pay and therefore will not have to work on the Saturday.

2. The Mayor may exercise his/her discretion to allow employees who work the work-day before the holidays of Thanksgiving, Christmas, New Years and the Friday before Easter Sunday (Good Friday) to leave at noon and be paid as if for a full day. Staff considered essential personnel that must stay on shift when other staff are allowed paid leave (e.g., day before Thanksgiving/Christmas if Mayor chooses to allow non-essential staff to leave) shall be paid at two times their regular rate of pay pursuant to the requirements of section 6 for the remainder of their shift. Essential staff shall be determined by the Department of Public Works Division Deputies. This provision shall not apply to any emergency closure of any city office.

3. 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 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. If that happens, such an employee is paid two (2) times his/her regular rate of pay for working on that actual holiday.

4. Employees on a forty (40) hour week shall receive eight (8) hours pay at straight time rate for holiday pay.

5. To be eligible for holiday pay, an employee shall be in pay status his/her scheduled work day before and his/her scheduled work day after the holiday, e.g., an employee on an unpaid leave of absence is not eligible for holiday pay.

6. Any employee required to work on any holiday as listed, above, shall be paid two (2) times his/her regular rate of pay for all hours worked.

7. 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 after November 1, 2014, shall accrue sick leave at the rate of 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-half (1/2) hour increments. In no event shall an employee absent from work due to on the job injury which has resulted in weekly Workers Compensation indemnity payments continue to accrue sick leave beyond six (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 after November 1, 2014, shall accrue a maximum of 250 days of sick leave. Employees with two-hundred (200) or more hours of accumulated sick time as of July 1st may utilize up to forty (40) hours of sick leave as vacation 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 (1) hour of his/her normal start time on the supervisor's phone 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.
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 three (3) month period of time between July 1 and September 30th of each year shall be awarded four (4) hours additional vacation leave in the following year. An employee who uses one (1) or fewer sick days during the three (3) month period of time between October 1 and December 31st, of each year shall be awarded four (4) hours vacation leave in the following year. An employee who uses one (1) or fewer sick days during the three-month period of time between January 1 and March 31 shall be awarded four (4) hours additional vacation leave in the following year. An employee who uses one (1) or fewer sick days during the three-month period of time between April 1 and June 30th shall be awarded four (4) hours additional vacation leave 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 up to a maximum of seventy-five (75) days. Should the qualified employee have accumulated unused total of two hundred (200) or more days, then the buyback will be one hundred (100) days. Employees hired after November 1, 2014 shall be paid for accumulated sick leave up to a maximum of forty (40) days.

9 (b). For members hired before November 1, 2014 only, those members who give advanced notice of retirement, thus allowing the City the opportunity to budget responsibly, will be allowed to buyback additional days, in addition to 9 (a) (calculations to be based on accruals on day of separation). To be eligible, the member must give written notification prior to December 31st in the fiscal year prior to the fiscal year in which they plan to retire. Qualifying members will be eligible for the following:

75 to 199 sick days accrued	=	Allowed to buyback 10 additional days.
200 to 299 sick days accrued	=	Allowed to buyback 20 additional days.
Over 300 sick days accrued	=	Allowed to buyback 25 additional days.

9 (c). All severance packages may be paid out over two (2) fiscal years, at the City's discretion with at least one half of said severance being paid in the first year.

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. Individuals calling in sick who do not have any sick time will not be able to utilize another form of time to cover the absence (such as vacation or personal) and the absence shall be classified as no-pay status

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 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 City agrees to abide by the provisions of Chapter 149, Section 105D (i.e., the Massachusetts Parental Leave Act)."

The City agrees to abide by the provisions of Chapter 149, Section 52D (i.e., the Small Necessities Leave Act) and Chapter 149, Section 52E (i.e., the Domestic Violence Leave Act)."

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. Current mother-in-law, current father-in-law, brother or sister (including step-brother, step-sister, half-brother and half-sister) – three (3) days; 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. Except in the case of a delayed burial, 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 internment.

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.

It is clearly understood that a Department head may not approve, except in a demonstrated emergency, personal leave on any workday immediately preceding or immediately following a holiday, vacation leave, bereavement leave, or any other leave which is granted an employee under the terms of the Agreement between the parties.

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. This, however, shall be limited to no more than two (2) employees at any one time.

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

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

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 Training or other Union Business. 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.

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.

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, currently as is consistent with the Memorandum of Agreement drafted and signed in 2012 by the members of the P.E.C./32b Committee, incorporated into this agreement and referenced as Appendix E

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 will provide uniforms to all unit members. Wearing protective boots is required. Employees who are provided uniforms are required to wear a fresh uniform from the start of every regular shift. Employees must wear the work clothing visible (the outermost garment of clothing). Employees may wear their own clothing underneath the work provided clothing so long as job functions are not impeded and the clothing conforms to

professional laborer standards. Employees shall not wear personal clothing over the City provided clothing.

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.

Upon separation from employment due to resignation, termination or retirement, employees will be required to return all department issued clothing. In the event an employee fails to return all employer issued clothing, the cost of such clothing shall be deducted from the employee's last paycheck.

Effective July 1, 2023, bargaining unit employees will have \$300 added to their base pay for each subsequent year of this Successor Agreement in lieu of a boot allowance and employees will be responsible for purchasing their own footwear. Footwear shall be appropriate for the nature of the work performed and shall comply with OSHA standards. The Parties agree to reopen this provision should the City determine that proper footwear is not being worn. Employees shall be paid a lump sum of \$300 representing the cost of footwear for FY23.

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.

The City agrees to pay the cost of obtaining and renewing required ASE certifications and will pay the employees for the time required to take any required examinations or continuing education during regular work hours.

Continuing Education Credits- Hoisting License- The City will provide in-house continuing education necessary to maintain the employee's hoisting license. Attendance at such training will be mandatory for those employees who require a hoisting license in the functions of their job. Unit members shall be eligible to continue the practice of reimbursement for licensure when the City is unable to provide on-site continuing education or the employee is unable to attend the in-house continuing education due to an unanticipated medical issue or a previously scheduled vacation. Continuing education will be provided during working hours.

City will institute a CDL Medical Examiner Certification process, thereby alleviating need of employee to schedule on their own and get reimbursed. Employee shall be eligible to continue the practice for reimbursement of medical certification if the City is unable to provide on-site certification.

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.

ARTICLE XXIX: CLASSIFICATION PLAN AND PAY RATES

- A. In this Agreement and made part of it as Appendix “A”, shall be established a Classification and Pay Plan. It shall list all positions covered by this Agreement by title along with the wages for each position.
- B. Beginning on July 1, 2023, Employees will move through steps on the wage scale on their next anniversary date thereafter.
- C. The compensation assigned to a class or position covered by this Agreement may be changed during the life of the Agreement only if the Mayor and the Union agree in writing to amend the Agreement to incorporate the salary change agreed upon by both parties.
- D. The City has implemented a program of bi-weekly payrolls and mandatory direct deposits.
- E. A Motor Equipment Operator or a Water Maintenance Craftsman will automatically move to the corresponding grade within their municipal classification upon obtaining the required licensure and experience. Effective July 1, 2025, the automatic upgrade for MEO and water maintenance craftsman will be effective sixty (60) days after written notice to the Director of Public Works has been provided by the employee that they have obtained the required licensure and experience. The parties agree to amend the job descriptions to reflect the following license requirements and pay grades for all job classifications:

Job Class Description	Grade	Required Licenses
Heavy Motor Equipment Operator	12	CDL A or B/HEML or equivalent
Laborer (Wastewater/Sewer)	10	Class D, NEWEA grade 1
Laborer	10	Class D
Maintenance Man (Land and Natural Resources)	10	Class D
Maintenance Craftsman (Parks)	11	Class D, HEML or equivalent, Pesticide (Grandfathered)
Maintenance Craftsman (Water)	11	Class D, D1
Motor Equipment Operator	11	CBL B
Motor Equipment Operator (Land and Natural Resources)	11	CBL B, Pesticide (Grandfathered)
Motor Equipment Operator I	12	CDL B, 2A,2B,4G,4E
Motor Equipment Repair Man	15	CDL B, Hoisting 1C, 2A, 4E and 4G, ASE Cert. (Grandfathered)
Treatment Plant Attendant	11	Class D, Wastewater 2M

Treatment Plant Operator (Wastewater)	15	Class D, Grade 4 Wastewater License (4M)
Treatment Plant Operator (Water)	15	Class D, T3
Senior Maintenance Craftsman (Water)	13	Class D, D2
Special Heavy Motor Equipment Operator	13	CDL A, 2A,1C,
Tree Trimmer & Climber	13	CDL A or B, Hoisting 1C, 2A
Wastewater Mechanic	15	Class D, Wastewater 2M, Hoisting 3A
Working Foreman (Land and Natural Resources)	14	CDL A or B, 2A and 1C hoisting and Pesticide (Grandfathered)
Working Foreman (Sewer)	14	CDL A or B, HEML or equivalent, NEWEA grade 4
Working Foreman (Health Department)	14	CDL A or B, HEML or equivalent

- F. The City will reimburse the cost of the first Hoisting License test provided the employee passes the test and is awarded the license.
- G. The City will reimburse the cost for the first operator's license exam for Water and Wastewater Operators.
- H. Employees who hold the requisite licensure and experience at the time of the posting for a vacant position outside their classification shall be given preference for appointment to such position over applicants who do not possess the requisite licensure and experience
- I. Employees in the Parks, Land and Natural Resources Department and Highway division who obtain their Sprayers/Fertilizer License shall receive a \$.50 hourly stipend.
- J. Current Sewer Laborers who obtain a NEWEA Collections Certificate, minimum of a level/grade 1 shall be upgraded to a sewer craftsman/grade 11 on the classification scale. Newly hired laborers in the sewer division shall be required to possess a Grade 1 collections certificate in accordance with the job description and be placed as a sewer craftsman/grade 11. Working foremen in the Sewer Division who obtain a NEWEA Collections Certificate, minimum of a level/grade 4 shall be upgraded to a grade 15. Newly hired/promoted working foreman shall be required to possess a Grade 4 collections certificate in accordance with the job description. The employer shall provide training to all employees scheduled for a collections certificate examination and shall pay the cost of up to two examinations (\$75 each).

- K. The Parks Maintenance Craftsman, the Land and Natural Resources Motor Equipment Operators, and the Land and Natural Resources Working Foreman job descriptions will be amended to require a Pesticides Core Applicators License. Current employees in these classifications who do not have this license will be grandfathered. Employees currently in these positions who do have the license will be required to maintain such license going forward. The employer will pay the cost of obtaining and renewing the Core Applicators License and will pay employees for the time required to take any required examinations or continuing education during regular work hours.

- L. Motor Equipment Repairmen with less than 10 years of experience as a mechanic with the City of Westfield will be required to obtain four (4) of the following Automotive Service Excellence (“ASE”) certifications (i.e., T1 Gasoline Engines, T2 Diesel Engines, T3 Drive Train, T4 Brakes, T5 Suspension and Steering, T6 Electrical/Electronic Systems, and T8 Preventative Maintenance Inspection) in Medium/Heavy Trucks. The employer will pay the cost of obtaining and renewing the ASE certifications and will pay employees for the time required to take any required examinations or continuing education.

- M. If a current job description requires a specific license, a current employee must obtain said license by June 30, 2024. However, Water Distribution Employees who do not have their required licenses will be required to obtain such licenses by December 31, 2023. All new hires shall obtain any required license within 6 months of their hire date.

- N. New hires or transfers to a Water Treatment Operator position will be required to obtain the necessary licensure for the position of Water Treatment Operator within eighteen (18) months of their hire date.

- O. Parties agree to flexibility for management in conjunction with the Personnel Department to determine placement for new hires on the wage scale based on relevant qualifications, experience and licensure.

- P. Only employees who are on the payroll as of the date of payment of retroactive wage increases will receive any retroactive payment. Notwithstanding the foregoing, employees who retire after the effective date of this agreement will receive any retroactive monies for the period of work during fiscal year 2026.

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 Driver's License are subject to U.S. Department of Transportation mandated drug and alcohol testing. The parties incorporate herein by reference the terms of the Memorandum of Agreement executed by the parties on October 2, 1995, negotiated by the parties regarding drug and alcohol testing for these employees.

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 June 1st, with the exception of a probationary employee who shall be evaluated 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: VACANCIES

- 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. The employer shall interview all lateral applicants for a vacancy.

4 (a) 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.

4 (b) An employee who transfers from a civil service department to a non-civil service department loses his/her civil service status and seniority. There is no loss of "City" seniority.

4 (c) No employee can transfer from a non-civil service department into a civil service department. He/she may, however, be otherwise eligible for appointment in the civil service department through the civil service appointment process.

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.

6. JOB POSTING AND BIDDING: When a permanent position covered by this Agreement becomes vacant and the Employer determines to fill such vacancy, it shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven-day period. Within five (5) days of expiration of the posting period, the position will be awarded to the most senior qualified applicant. A vacancy is defined as a position open as the result of a permanent separation from employment (retirement etc.) or creation of a new position.

If no applicant is qualified, the Employer may fill the position from outside the bargaining unit.

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. Creation of an OPEB working group- The union shall designate representatives to serve on the Other Post-employment benefits (OPEB) working group. The OPEB 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 reopen the contract to negotiate acceptable changes which have been generated by the group.

2. Clarification of GPS tracking mechanism- The parties hereby acknowledge as clarification to the agreed GPS policy that GPS may be used to locate a vehicle at any time for corroborative purposes.

3. 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.

4. 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. The parties agree to meet no later than ninety (90) days following implementation of the "one arm" trucks to discuss the specifics of work time, staffing, and related issues and from time to time thereafter, as needed.

5. Job postings for any 40-hour laborer department 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.

6. Parties agree that negotiations concerning an "on-call procedure" for the Highway division shall remain open during the life of this agreement or until a suitable agreement is reached.

7. New hires or promotion to the position of Craftsman or Senior Craftsman will be subject to on call duties and requirements. Current employees in these positions may participate in on-call procedures on a voluntary basis.

8. The parties have amended the following job descriptions which shall not be effective unless signed by the Union President: Airport Mechanic, Water Treatment Plant Operator, and Wastewater Mechanic

9. All employees shall be paid via bi-weekly direct deposit and provided with electronic pay information. The Employer agrees to make a computer available at each work station to allow employees to check the information.

10. Where the employer has reason to investigate an employee for violation of workplace rules and policies said discipline, if any, must be issued within thirty (30) days of when the employer knew or should have known of the employee's questionable conduct.

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.

It is understood between the parties that the negotiations for the 2007-2010 agreement were conducted in an expedited matter, given the time constraints of the Mayor's departure. While this is intended to be all inclusive for a successor agreement, it is understood by the parties that each party may identify interests and clarification of items that can be discussed during the term of this agreement. Nothing in this document prohibits mutual agreement by the parties during the contract term.

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, 2025 and shall expire June 30, 2028.

ARTICLE XLI: TERMINATION

This Agreement will remain in effect until June 30, 2028, 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:

Westfield Municipal Employees Association

By: 
Michael McCabe, Mayor

By: 
Scott Dauphinais, President

Date: 1.19.26

Date: Jan 28, 2026

APPENDIX A - City of Westfield
Job Classification And Wage
Schedule

GRADE 9

Yardman
Maintenance Man
Aide to the Physically Handicapped
Gardener

GRADE 10

Laborer (when assigned to DPW Department
Refuse/Recycling Trucks)
Laborer (when assigned to DPW Sewer Crew)
Skilled Laborer
Junior Building Custodian
Mechanical Handyman
Motor Equipment Operator (Class D)
Maintenance Man (Land and Natural Resources)

GRADE 11

Water Maintenance Craftsman
Motor Equipment Operator
Sewer System Maintenance Craftsman
Park Maintenance Craftsman *(added 1997)*
Treatment Plant Attendant *(added 7/29/97)*
Reservoir Caretaker *(effective 2/28/00)*

GRADE 12

Tree Trimmer and Climber
Heavy Motor Equipment Operator
Senior Building Custodian
Water System Meter Reader
Building Maintenance Craftsman
Motor Equipment Operator I

GRADE 13

Public Works Maintenance Craftsman
Special Heavy Motor Equipment Operator
Airport Mechanical Handyman/Mec.Equip.
Repairman
Senior Water Maintenance Craftsman
Backflow Prevention Device Tester
Water Machinery Repairman

GRADE 14

Laboratory Technician
Working Foreman:
(Sewer Foreman)
(Street Foreman)
(Park and Recreation)
(Tree Climber)
(Airport Foreman)
(Water Foreman)

GRADE 15

Plant Operator
Motor Equipment Repairman

**Appendix A
Wage Schedule**

WMEA New Scale FY26						
Grade	Steps					
	1	2	3	4	5	6
9	\$21.80	\$22.44	\$23.33	\$24.26	\$25.22	\$26.23
10	\$22.52	\$23.32	\$24.25	\$25.21	\$26.22	\$27.27
11	\$23.51	\$24.39	\$25.36	\$26.37	\$27.42	\$28.52
12	\$24.50	\$25.37	\$26.38	\$27.43	\$28.52	\$29.66
13	\$25.59	\$26.54	\$27.60	\$28.70	\$29.84	\$31.03
14	\$26.71	\$27.64	\$28.74	\$29.89	\$31.08	\$32.32
15	\$27.86	\$28.85	\$29.99	\$31.19	\$32.43	\$33.73

WMEA New Scale FY27						
Grade	Steps					
	1	2	3	4	5	6
9	\$22.24	\$22.89	\$23.80	\$24.75	\$25.72	\$26.75
10	\$22.97	\$23.79	\$24.74	\$25.71	\$26.74	\$27.82
11	\$23.98	\$24.88	\$25.87	\$26.90	\$27.97	\$29.09
12	\$24.99	\$25.88	\$26.91	\$27.98	\$29.09	\$30.25
13	\$26.10	\$27.07	\$28.15	\$29.27	\$30.44	\$31.65
14	\$27.24	\$28.19	\$29.31	\$30.49	\$31.70	\$32.97
15	\$28.42	\$29.43	\$30.59	\$31.81	\$33.08	\$34.40

WMEA New Scale FY28						
Grade	Steps					
	1	2	3	4	5	6
9	\$22.68	\$23.35	\$24.28	\$25.25	\$26.23	\$27.29
10	\$23.43	\$24.27	\$25.23	\$26.22	\$27.27	\$28.38
11	\$24.46	\$25.38	\$26.39	\$27.44	\$28.53	\$29.67
12	\$25.49	\$26.40	\$27.45	\$28.54	\$29.67	\$30.86
13	\$26.62	\$27.61	\$28.71	\$29.86	\$31.05	\$32.28
14	\$27.78	\$28.75	\$29.90	\$31.10	\$32.33	\$33.63
15	\$28.99	\$30.02	\$31.20	\$32.45	\$33.74	\$35.09

APPENDIX B – Overtime Clarification MOA

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF WESTFIELD
AND
AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO
STATE COUNCIL 93
LOCAL 346
(40 Hour Unit)**

Whereas, the City of Westfield (“City”) and the American Federation of State, County, and Municipal Employees, AFL-CIO, State Council 93, Local 346, 40 Hour Unit (“AFSCME”) are parties to a collective bargaining agreement for a term running July 1, 1994, through June 30, 1996, and

Whereas, the parties do wish to clarify, for their future mutual conduct and benefit, a certain matter involving the interpretation of Article XII Overtime of the current Agreement so as to avoid controversy and promote labor harmony,

NOW, THEREFORE, the parties agree to the following:

1. An employee entitled to overtime rates is not necessarily entitled to the minimum hours of pay specified as call-back.
2. The concept of call-back exists so as to adequately compensate workers for the inconvenience and disruption of normal family life, which takes place when a worker is required, without advance notice by the employer, to return to work at a time the employee was unaware his/her services were to be required, by assuring the employee that he/she will receive a certain minimum amount of money for the time he/she is required to be away from his/her family. After hours emergencies generally are call-back events.
3. An employee who fulfills his/her regular duty hours and is informed by the employer before the end of his/her regular duty hours that he/she will be required to

work past his/her regular duty hours is not entitled to call-back, though he/she is generally entitled to overtime rates for the actual time spent on the job past his/her regular hours.

4. An employee who is informed while on regular duty for the employer, that he/she will be required to report early or stay late on a particular future occasion is not entitled to call back, though he/she is generally entitled to overtime rates for the actual time spent on the job prior to or after his/her regular duty hours on the specified future occasion.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 28th day of February, 1995.

CITY OF WESTFIELD:

A.F.S.C.M.E. Council 93,
Local 346, 40 Hour Unit

By: ss
Richard K. Sullivan, Jr.
Mayor

By: ss
Frank J. Katalina

 ss
Council 93 Staff Representative

Approved:

 ss
Peter H. Martin
Personnel Director

APPENDIX C – Water Treatment Plant Personnel

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, and; July 25, 2005.

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).

Effective July 1, 2014, shift differential of this Article shall increase from 12% to 15%.

ARTICLE IV **1040/2080 PLAN**

Employees who work the schedule as designated at Article II shall be guaranteed during good behavior and subject to appropriation not less than 1840 hours of work per year while so assigned. No such employee shall work in excess of 2240 hours per year. For purposes of clarity, the parties acknowledge a distinction between FLSA overtime ("statutory overtime") and contract overtime. The parties agree that the hourly rates of pay as applicable to these employees and as set forth in Appendix "A" to the collective bargaining agreement when multiplied by one and five hundredths (1.05) accurately specifies the

regular hourly rate of pay upon which both forms of overtime compensation must be calculated thus constituting the "basic" rate. Overtime is paid at time and one-half (1 1/2) of the basic rate.

- A. Contract Overtime - Overtime will be paid to Treatment Plant employees who work the "four and ten" schedule after 8 hours per day or 120 hours per three week cycle.
- B. Statutory Overtime - To be paid to employees who work in excess of 12 hours in one day or 56 hour in one week.

In the event that an employee is eligible for both contract overtime and statutory overtime, the parties agree that the payment of contract overtime satisfies the need to pay statutory overtime, i.e., no double payments of overtime premiums. Employees shall be paid weekly for the actual number of hours each works during the 7 day weekly pay period.

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. Employee 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. If a personal response is needed and employee then responds in person, call back and overtime shall be paid as per the collective bargaining agreement. If it is not needed and employee does not respond in person, no overtime or callback shall be paid, although records specifying the amount of time spent in the performance of these duties shall be submitted to the Water Superintendent by employee at the end of each ten day tour. Each employee shall be paid, in addition to his/her regular compensation, a payment subject to usual deduction and withholdings, of \$35 for each day the employee carries a beeper while off duty. The parties agree that no portion of this payment shall be construed as part of an employee's regular hourly wage rate. The on-call pay shall be paid in the paycheck the employee receives for the 24 hour week of the four week cycle.

The parties agree that, should an individual scheduled for this seven-day duty (“off hours plant coverage duty”) not perform the duty on a given day for any reason, the individual who actually provides the duty that day shall receive the per diem. The individual who was scheduled for the duty that day but who did not perform it shall receive no per diem. Treatment Plant personnel shall, in such circumstances, co-operate to facilitate exchange of the necessary equipment.

APPENDIX D – Performance Evaluation

PERFORMANCE EVALUATION FOR WMEA 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	A	G	F	U	N
	S	A	G	F	U	N
	U	B	O	A	N	O
	P	O	O	T	S	T
	E	V	D	I	A	A
	R	E		R	T	P
	I	S			I	P
	O	T			S	L
	R	A			F	I
		N			A	C
		D			C	A
		A			T	B
		R			O	L
		D			R	E
		S			Y	
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:						

	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
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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:						

	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
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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:						

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
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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:						

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
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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 E - Health Insurance

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

Effective July 1, 2012 through June 30, 2013

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

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

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

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

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

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

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

PURPOSE of Agreement:

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

Effective Date and Duration:

- 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:

- 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:

- 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:

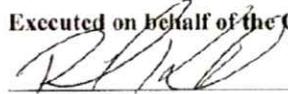
- This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

Authorization to Sign Agreement:

- 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.

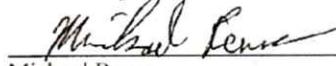
Dated: 3/7/12

Executed on behalf of the City of Westfield:

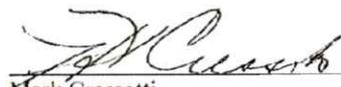


Daniel Knapik, Mayor

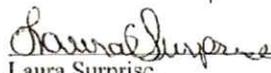
Public Employee Committee:



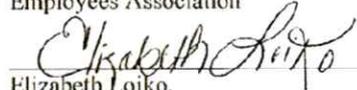
Michael Reuss,
Westfield Public School Custodian Association



Mark Cressotti,
Westfield Professional Municipal
Employees Association

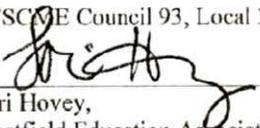


Laura Surprise,



Elizabeth Loiko,

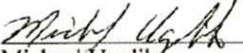
AFSCME Council 93, Local 346

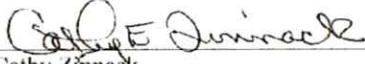

Lori Hovey,
Westfield Education Association

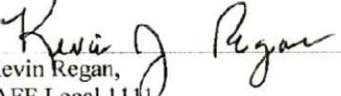

Patricia Maher,
Westfield Lunch Association

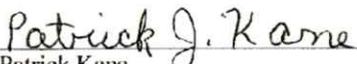

Geana Delisle,
Westfield Cafeteria Managers Association


Brian Freeman,
Westfield Patrol Officers Coalition (Patrolmen)

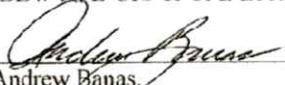

Michael Ugolik,
IBPO, Local 574S (Supervisors)


Cathy Zinnack,
Westfield Emergency Telecommunications
Dispatchers


Kevin Regan,
IAFF Local 1111

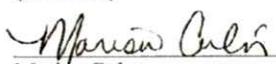

Patrick Kane,
Westfield Fire Department Supervisors
Association

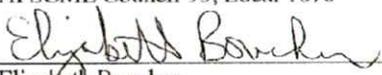
IBEW AFL-CIO & CFL Local 455


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

