



AGREEMENT BETWEEN

THE CITY OF WESTFIELD, MASSACHUSETTS

AND

**WESTFIELD PROFESSIONAL MUNICIPAL EMPLOYEES
ASSOCIATION**

JULY 1, 2025 THROUGH JUNE 30, 2028

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AND
WESTFIELD PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION**

July 1, 2025 – June 30, 2028

This Agreement entered into by the City of Westfield (“City”), and the Westfield Professional Municipal Employees Association (“Association”), has as its purpose the promotion of harmonious relations between the City and the Association, the establishment of an equitable procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I: RECOGNITION

The City recognizes the Association 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 June 18, 1981. 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 Association or changing any condition in this Agreement.

ARTICLE II: UNION REPRESENTATIVES

Representatives of the Association shall be permitted on the premises of the employer for the purpose of adjusting grievances, observing working conditions and new operations or projects, and ascertaining adherence to the terms of this agreement.

Any Association member who may possibly be disciplined as the result of an allegation of misconduct shall be afforded Association representation throughout the investigatory/corrective action process as is consistent with so-called Weingarten rights. Additionally, as many members of this Association are promoted internally into their unit position, the parties agree management shortfalls should ordinarily be treated different than employee misconduct.

Individuals who are hired by the City as department heads on a temporary basis (“acting department head”) shall be afforded the ability to be represented by WPMEA, which shall require written consent of the Association in the form of a memorandum of agreement and which consent shall not be unreasonably conditioned, withheld, or delayed. Acting department heads shall not be required to pay Association dues; however, unit members who accept an acting department head temporary promotion shall continue to pay Association dues.

ARTICLE III: UNION DUES

During the life of this Agreement, the City agrees to deduct Association membership dues from the pay of each employee who executes a payroll deduction form acceptable to the City and the Association. The frequency of such dues deduction installments and their amounts shall be jointly determined by the Association and the City prior to the establishment of such deduction plan.

ARTICLE IV: AGENCY SERVICE FEE

This article has intentionally been deleted.

AUTHORIZATION FOR DUES DEDUCTION

BY: _____
(Name of Employee)

TO: TREASURER, CITY OF WESTFIELD

Effective, _____, I hereby authorize the City of Westfield to deduct from my wages each week the current union dues of the Westfield Professional Municipal Employees Association (W.P.M.E.A.) and to transmit this amount to the treasurer of the Westfield Professional Municipal Employees Association (W.P.M.E.A.). I understand that this authorization is voluntary and that I may revoke this authorization by giving notice to the City with a copy to the treasurer of the Association.

(Employee's signature)

Employee's address

ARTICLE V: DISCRIMINATION

This article has intentionally been deleted.

ARTICLE VI: CIVIL SERVICE

The City and the Association agree to recognize and follow the appropriate Civil Service Law (Massachusetts General Law, Chapter 31, as amended from time to time), rules and regulations relative to civil service seniority, promotions, transfers, discharges, removals, and suspensions, as such law, rules or regulations may apply to unit members who now are under civil service status. Unit members not under Civil Service shall only have recourse to the grievance procedure contained herein. Unit members eligible to proceed under civil service hearing as provided in Chapter 31, Section 41 of the Massachusetts General Laws, as amended from time to time on employment matters, and who so elect, shall not have available to them the right to utilize the grievance procedure on the same matters.

ARTICLE VII: MANAGEMENT RIGHTS

The City, by becoming a signatory party to this agreement, retains all authority it had prior to this agreement, except where such authority is specifically abrogated by the language of the agreement. The City's rights include, but are not limited to, the right to assign and transfer employees, direct employees in their service, and discipline or discharge employees continues to exist except where an individual clause of this agreement, by clear language, specifically controls a given power.

ARTICLE VIII: GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute between any WPMEA members or any WPMEA member and management, including all boards, commissions and city council employee and management as to the interpretation, application, or administration of the provisions of the collective bargaining agreement.

STEP 1: Whenever a unit member believes a grievance has arisen, they shall discuss the matter informally with their immediate supervisor with the view of reaching a resolution consistent with the terms of the agreement. The matter must be brought to the supervisor within ten (10) business days of the employee becoming aware of the matter. No agreement or resolution by or between the unit member and the immediate supervisor which shall be in conflict with the collective bargaining agreement shall be considered valid and of any standing, and, no such agreement or resolution which shall not have received the approval of the City and the Association shall be valid or of any standing. The supervisor will provide a response within ten (10) business days after the matter is brought to the supervisor's attention.

STEP 2: If the member or the WPMEA is not satisfied with the supervisor's response, the unit member or the WPMEA shall reduce the grievance to writing and submit the grievance to the Mayor or their designee. The written grievance must be submitted within ten (10) business days of receipt of the supervisor's response.

STEP 3: The Mayor and/or their designee shall meet with the grievant or Association within ten (10) business days of receipt of the written grievance. The Association shall be entitled to representation at this stage and all subsequent stages of the grievance procedure. The Mayor or their designee shall, within ten (10) days following the meeting, render the City's response to the grievance in writing.

STEP 4: If the answer received at 3 above is unsatisfactory to the Association, the Association may submit the grievance to binding arbitration within twenty (20) calendar days of receipt by the grievant of the written response or twenty (20) calendar days following the date when said response should have been received. The Association shall initiate arbitration by filing a demand for arbitration with the American Arbitration Association (AAA) in accordance with its current rules and procedures. Said arbitration, including the selection of the arbitrator, shall be conducted under the auspices of the AAA, and in accordance with its rules. The decision of the arbitrator shall be final and binding upon the parties. The fee for filing or docketing arbitration with the AAA shall be split between the parties. Each party shall be responsible for payment of fees associated with the presentation of the arbitration to the designated arbitrator. The expenses and fee of the arbitrator shall be borne in equal portions by the City and by the Association.

Any grievance that is not processed pursuant to the deadlines set forth herein shall be deemed waived. Time limits in the article may be waived or extended only by mutual agreement of the parties.

In consideration of the giving of this grievance procedure, the Association agrees that neither it nor its unit members shall, during the pendency of this agreement, or until the ratification of a successor, engage in strikes of any kind, slow downs, work stoppages, withholding of services, or other concerted job action of any sort whose purpose shall be to coerce or influence the City, and the employees who engage in such activity may be subject to disciplinary action, including discharge.

The City and the Association agree that each employee shall be treated with respect and dignity. Verbal abuse, threats, or harassment will not be tolerated. The parties are committed to a work atmosphere characterized by "professional courtesy" and believe that it is the responsibility of all to treat everyone involved with dignity and respect. No derogatory comments shall be made to or about any employee. Failing the aforesaid appropriate recourse shall be provided.

ARTICLE IX: HOURS OF WORK

1. The parties agree that each bargaining unit member is a professional employee,

and as such must fulfill the requirements of their position in as much time as they must work in order to perform the duties of their position.

2. Such work requirements include, but are not limited to:

- a) Work during business hours of the City;
- b) Attendance and participation at required night meetings;
- c) Attendance and participation at meetings of their respective boards or commissions;
- d) Meetings called by the City Council when such meetings are part of the process of budget formation, or when the presence at a meeting is requested by the City Council or the Mayor;
- e) Evening and/or weekend work in cases of emergency or at the discretion of the Mayor for good cause.

3. The parties recognize that each employee covered by this agreement is subject to municipal ordinance(s) on the availability and attendance of department heads. The parties, further agree, as a matter of contract agreement, that assistant department heads shall follow the terms of any such ordinance(s) as apply to department heads on availability and attendance.

4. All job-related circumstances which call for the attendance of, and performance of duties by such unit members, and which heretofore have resulted in the awarding of compensatory time, shall continue to be a responsibility and duty incumbent upon the unit members in fulfilling their responsibilities.

5. Under no circumstances will compensatory time or overtime be awarded any unit member.

6. The City recognizes and agrees that, due to the professional nature of the employment duties of unit members, hours of work cannot be predicted with certainty and, as a result, the definition of full-time is susceptible to modification. However, in no event shall any unit member work less than the heretofore thirty-five (35) hour minimum work week, subject to allowable vacation time and other absences as are permitted by the terms of the collective bargaining agreement. It is acknowledged that time worked and heretofore considered as compensatory time hours, will

perforce add to the total weekly hours worked, which additional time worked is reflected as a trade-off in the salary schedule as adopted and included herein as Appendix "B".

7. Meal Times - Except in cases of emergency, employees who work a full day will be entitled to one (1) hour for meal purposes. Such meal time shall be scheduled during the hours most administratively convenient for that department.

8. Unit members shall work hours as provided herein. However, should a department head desire to work said hours in variance with the normal, recognized business hours of the City, they may make application to the City, provided such hours comply with the following restrictions:

- a) Work is performed between 7:00 A.M. and 6:00 P.M. of the work day.
- b) The employee follows a schedule once it is determined and approved by the Employer.
- c) Approval of this option is solely at the discretion of the City.

9. The City and the Association agree that Association members serve in professional roles and are compensated on a salary basis reflecting that professional status. A regular work week requires an Association member work a minimum of thirty-five (35) hours and members agree that certain job requirements will result in working additional hours beyond the minimum without any compensation beyond salary. The City and the Association further agree that an "Extended Work Circuit Breaker" may be warranted in certain rare circumstances, including but not limited to pandemic response or emergency where Association members are required to work greater than forty-five (45) hours per week for an extended period.

10. The City and the Association agree when an Association member documents that they have been required to work greater than forty-five (45) hours per week for eight (8) consecutive weeks due to certain emergency circumstances the City will 1) provide three and a half (3.5) hours of compensatory personal time to be retroactive back to the beginning of the extended period of time and 2) accrue weekly in such circumstances where additional hours were worked. The department head must notify Personnel that this situation is occurring and shall keep complete records on this additional time, including the reason behind and how the department will work to

rectify the situation. This compensatory personal time will not be lost and shall be carried forward.

ARTICLE X: HEALTH AND WELFARE

1. The City agrees to make available to unit members the opportunity to participate in the group insurance 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 PEC/32B Committee, incorporated into this agreement and referenced as Appendix F.

2. Tax Annuity - The City agrees it shall maintain in effect during the term of this agreement the tax deferred annuity program heretofore instituted.

3. The parties agree to create and mandate participation in an Other Post Employment Benefits (OPEB) working group. Similar to IAC of health insurance matters, the OPEB group shall be composed of representative members of each municipal union and supervisory personnel. The committee is tasked with understanding, analyzing and strategizing ways to decrease the existing unfunded OPEB liabilities facing the City of Westfield. As currently constituted, the committee members shall not have the authority to bind the union members they represent regarding changes in working conditions necessary to resolve the liabilities; however, nothing shall prohibit the union and employer from mutually agreeing to re-open the contract to negotiate acceptable changes which have been generated by the Committee.

ARTICLE XI: PROTECTIVE CLOTHING, LICENSE FEES, AND MILEAGE

1. Protective Clothing:

A. If any employee is required to wear protective clothing, which shall include but is not necessarily limited to boots and other requirements of OSHA compliance, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the City, at the City's sole cost and expense. The cost of maintaining the uniform or protective

clothing in proper working condition shall also be paid by the City and shall not be unreasonably withheld. The requirement of the protective clothing shall not be limited to a set job description but instead shall be a requirement to do the job, i.e., if a unit member visits construction sites where the contractor is governed by OSHA then this shall apply. In addition, if a unit member supervises employees that are required to wear protective clothing, then that unit member shall also be afforded protective clothing.

B. Protective footwear shall be furnished to each unit employee in the amount up to two hundred dollars (\$200) per fiscal year. Protective footwear, equipment/devices/uniforms shall be funded as needed in each department's budget.

These shall include but are not limited to:

- a) Hard hats
- b) Reflective vests/jackets
- c) Rain gear
- d) Hearing protection
- e) Eye protection
- f) Uniforms (if required)
- g) Lab coats
- h) Gloves

C. This shall include members of Engineering, Conservation, Weights & Measures, Assessors, Health, Building, DPW, Water and Wastewater. The WPMEA shall at any time modify the above departments if requirements of the job change or are modified.

3. The parties agree to rededicate and recommit to safety standards. The parties agree to the implementation of new safety standards by, through and in conjunction with the Personnel Department, and agree to participate in a safety committee established with the goal of updated safety rules and policy to ensure a safe working environment for the employees of the City of Westfield. The committee shall be tasked with updating safety policies and procedures for all municipal employees. The committee shall also create enforcement and disciplinary protocol for effected members.

4. 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.

5. Employees who use their personal vehicle on City business shall be entitled to reimbursement as provided by City ordinance, provided there is no City vehicle available, and such travel is not between their home and their principal work site.

ARTICLE XII: SALARY

1. The Grade Placement and the Classification and Wage schedules for bargaining unit members are attached as, respectively, Appendix A and Appendix B, and each is incorporated herein by reference.

2. Step increases for all current unit members shall take place on July 1st beginning on July 1, 2023. New bargaining unit members shall progress on steps in the salary schedule on the anniversary date of employment. Increases, including but not limited to step increase, base wage increases, or cost of living increases, will only be processed for unit members with valid appointment or reappointments pursuant to City Charter or Ordinance who are duly sworn in by the City Clerk.

3. Vacancies in all full-time positions, except those of department head, shall be posted in a prominent place in each department within the City for a minimum of five (5) business days before an external posting with the status of "until filled".

4. Individuals employed by the City who receive promotions which cause them to become unit members shall be placed on the Classification and Wage Schedule at a step that is at least ten percent (10%) above their current salary; or in accordance with the following guidelines for salary placement, whichever is higher. Current unit members who receive promotions which cause them to move to a different wage scale will be placed at the lowest step that will offer an increase in their salary.

The department will submit a notification of candidate selection along with the recommended salary placement to the personnel department for confirmation. New hires are normally placed at step one (1) of the classification and wage schedule and may be placed as high as step three (3) with documentation of previous experience as follows. Experience used to meet minimum qualifications shall not also be used for

step placement. Any additional years of experience that would be qualifying for meeting minimum qualifications would then be used as the basis for recommending that the candidate be placed on a higher step using a 2-year:1-step approach. Any initial step placement above step three (3) may only be requested for highly unusual or extenuating circumstances and requires approval of the Mayor.

Individuals may move into succeeding steps on their anniversary date. Anniversary date, for the purposes of step movement, shall mean the date of entrance into the Association.

5. The parties agree that employment offer letters will be generated from the Personnel Office.

6. Four (4) months prior to the end of any department head's appointment term, the Personnel Office will notify the department head and Mayor in writing of the upcoming appointment renewal for said department head. The department head may solicit letters of support and have them submitted to the Personnel Office. Three (3) months prior to the appointment, renewal letters of requested re-appointment shall go to City Council for confirmation. Personnel shall submit all letters of support received for each appointment.

7. No new stipends shall be paid to unit members except as may be created through the collective bargaining process. The duties for which stipends are now paid shall be merged into the job duties of the individual who now performs them if not already considered part of those duties. This shall not, however, preclude a department from seeking funding for an alternate individual or contractor to perform the tasks for which the individual who receives the stipend is paid the stipend. The City does not assure that such funding would be forthcoming.

8. Each unit member that is employed as of June 30, 2010 and currently receiving benefits effective July 1, 2010 will give back three (3) days compensation to the City in an effort to balance the FY11 budget. (See FY11 WPMEA Salary Table with Three Day Give Back). The understanding is "no work, no pay" for three (3) days. The City agrees to compensate each participating member with five (5) additional days at the time of retirement/separation from the City. A mechanism utilizing "Personal Days" will be implemented to track the three (3) days during FY11. See Appendix C with

employee list.

9. Employees shall be enrolled in a bi-weekly payroll system along with mandatory direct deposit and electronic pay information distribution.

10. The parties agree that stipends for extra work or responsibilities, which are not already part of a written agreement, are not subject to collective bargaining. This does not preclude the Association from seeking a salary adjustment for a bargaining unit member based upon increased workload or added responsibilities.

11. The parties agree that the personnel in the Technology Center Network Technician positions (primary) and Network Administrator positions (secondary) will receive per diem payment in the amount of thirty-five dollars (\$35) for each day the employee is assigned and provides 24/7 on-call coverage for public safety departments. Coverage will be assigned by management on a rotating schedule. This per diem payment shall only be paid to the employee who provides the contemplated coverage for the day assigned. The language in this paragraph shall not be interpreted to provide a stipend for those days not assigned on-call coverage.

ARTICLE XIII: WORKING OUT OF CLASSIFICATION

1. The parties agree that acceptance of an assistant department head level position inherently includes within its pay structure, a certain amount of responsibility when a department head is temporarily unavailable. However, in a case where a department head is unavailable for more than thirty (30) days, the Mayor shall follow the provisions of M.G.L. c. 41, section 61A and appoint a temporary officer for a term not to exceed sixty (60) days. In such case, the temporary officer shall receive a ten percent (10%) increase in their base pay during the sixty (60) day appointment. The first thirty (30) days shall not include any increase in the base pay.

2. In any case when an employee is qualified for and is temporarily required to accept responsibility for work at a higher class or position, such employee shall receive one step above their present rate or five percent (5%), whatever is higher.

ARTICLE XIV: VACATION

1. Vacation eligibility is based upon full-time service in the employ of the City of Westfield, which service for purposes of this Article shall include all time worked for the City of Westfield, including, but not limited to, prior service as City Councilor.
2. Upon hire, new non-department head unit members will receive two (2) weeks' vacation prorated at six (6) hours for each full month from their initial date of hire through June 30, to a maximum of seventy (70) hours. Beginning July 1 following their hire date and each July 1 thereafter, new non-department head unit members shall receive two (2) weeks vacation. The employee shall be eligible to use this vacation after successfully completing ninety (90) calendar days of employment.
3. Upon request and approval of the department head, vacation time may be taken prior to completion of the aforesaid ninety (90) days. Denial of use may be appealed to the Personnel Director.
4. This policy shall specifically exclude those employees who 1) are transfers and/or promoted from within the City to the Unit, and 2) are carrying over vacation. Those employees shall be allowed to use their vacation in accordance with the policies, procedures, and collective bargaining agreement covering their position and department.
5. All permanent employees with five (5) or more years of such accumulated service will be entitled to three (3) weeks (fifteen [15] working days) vacation annually each work year as described in 2, above.
6. All permanent employees with ten (10) or more years of such accumulated service will be entitled to four (4) weeks (twenty [20] working days) vacation annually in each work year as described in 2, above; and, after twenty (20) years, five (5) weeks (twenty-five [25] working days).
7. In order to qualify for vacation leave, an employee must have worked thirty (30) weeks or more during the twelve (12) months preceding the first day of June of each year.
8. Upon separation of employment, the employee shall receive payment equal to

an amount of vacation prorated based on full months of employment from July 1 through their date of separation. If separation is caused by death, such payment shall be made to the employee's surviving spouse, if any, and if none, to their estate.

9. Upon hire, new department head unit members will receive four (4) weeks' vacation prorated at twelve (12) hours for each full month from their initial date of hire through June 30, to a maximum of one hundred forty (140) hours. Beginning July 1 following their hire date and each July 1 thereafter, new department head members shall receive four (4) weeks vacation. The employee shall be eligible to use this vacation after successfully completing ninety (90) calendar days of employment.

10. Upon request and approval of the Personnel Director, vacation time may be taken prior to completion of the aforesaid ninety (90) days. Denial of use may be appealed to the Mayor.

11. This policy shall specifically exclude those employees who 1) are transfers and/or promoted from within the City to the Unit, and 2) are carrying over vacation. Those employees shall be allowed to use their vacation in accordance with the policies, procedures, and collective bargaining agreement covering their position and department.

12. Vacation time accrued by a department head will be utilized in that fiscal year accrued or will be forfeited. Two (2) weeks may be carried over into the following fiscal year by Association members. . One (1) week of vacation time carried over must be used by December 31. All other vacation time carried over must be used by end of the fiscal year or it will be forfeited.

13. In the event that a department head shall be absent from departmental duties for a period of five (5) or more consecutive weekdays (inclusive of legal holidays) due to the use of their vacation leave then the department head shall advise the Mayor in writing no less than ten (10) calendar days prior to the first day of absence that they will be on vacation, setting for the anticipated dates of vacation leave and input said vacation leave on the shared calendar maintained by the Mayor's office. Said calendar shall be available for the reference of the Association members who seek to schedule appointments with one another.

ARTICLE XV: LONGEVITY

1. Effective July 1, 2024 in addition to the salary or wage paid an employee under the terms of this agreement, individuals shall receive additional lump sum compensation as follows:

Years of Service	Amount
5	\$500
10	\$800
15	\$1,200
20	\$1,600
25	\$2,000
30	\$2,500
35	\$3,000
40	\$3,500

2. Years of service is calculated on continuous years of service as a member of the Association. Interruption of continuous employment for the purpose of performing military service shall not be deemed to break the continuity of service within the City in calculating benefits payable under this Article, provided that no full-time employment other than military service is entered into by the employee during the period of said interruption.

3. Longevity plan payments shall be made to each such qualified employee on their anniversary date of employment.

ARTICLE XVI: HOLIDAYS

1. The following days shall be considered to be paid holidays:

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Christmas |
| Washington's Birthday | Columbus Day |
| Patriots Day | Veterans Day |
| Memorial Day | Thanksgiving |
| Juneteenth | Day after Thanksgiving |
| Independence Day | Employee's Birthday |

2. Holidays occurring on Sunday will be celebrated on Monday. Holidays occurring on Saturday will be celebrated on Friday. For the purpose of this Article, the "celebrated" day, i.e. Friday or Monday, becomes the holiday rather than the actual holiday.
3. Unit members shall take the employee's birthday holiday within the pay period which the calendar birthday date falls.
4. Holiday pay shall be at the employee's regular rate of pay.

ARTICLE XVII: SICK LEAVE

1. Each employee shall be credited with sick leave pay at the rate of one and one-half (1½) days for each month of service. Sick leave credit will be given the first working day of the month following each month in which the employee is employed. Sick leave shall be accumulated without limit. New hires after January 1, 2014 shall be credited with sick leave pay at the rate of one (1) day per month of service. Sick leave, for employees hired after the date of the signing of this agreement, shall be capped at a maximum of three hundred (300) days per employee.
2. An employee may use up to five (5) unused sick days for vacation in the next fiscal year. Said time may only be utilized after exhausting all other vacation leave and is not eligible to be carried over as vacation time.
3. Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.
4. Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family imposed by the Board of Health. A unit member can also use up to ten (10) accrued sick days per fiscal year for the express purpose of attending to the needs of a sick dependent child, spouse, or parent of such member. The parties agree that the personnel office 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. In addition, if the leave is covered by and approved FMLA application to care for an immediate family member,

then the employee may use an additional five (5) days of their accumulated sick leave. This time may also be used for the birth of a child.

5. A unit member who separates from City employment with seven (7) or more consecutive years of creditable service for the City of Westfield, or the surviving spouse of such a unit member upon the death of the unit member while an active employee of the City, will be paid for all accumulated unused sick leave to a maximum of seventy-five (75) days. In the event of the death of a unit member who is not survived by a spouse, any such payment as is due shall be paid to the deceased's estate. As a severance benefit in lieu of the foregoing, and for so long as unit members accrue sick leave at the rate of one and one-half (1½) sick days per month of service, a unit member who separates from City service in order to retire and who, on the date of his/her retirement, has a sick leave balance shall be paid according to the chart below. For purposes of this benefit, the terms "retire" and "retirement" mean separation from City employment in order to begin the receipt of a pension allowance from the Westfield Retirement Board to which they are entitled under M.G.L. ch. 32. The rate used to calculate the base weekly salary as in effect at the time of retirement divided by five (5). Longevity plan payments, even if paid per Article XIV, paragraph 3 on a weekly basis, are excluded from the calculation. An employee who is discharged for cause forfeits the benefits specified herein.

SICK BUY BACK @ SEPARATION/RETIREMENT FROM THE CITY

<u>WITHOUT ADVANCE*</u>			<u>WITH ADVANCE* NOTICE</u>				
	<u># of Sick</u>		<u># of Sick</u>				
	<u>Days</u>	<u>Buy</u>	<u>Days</u>	<u>Buy Back</u>	<u>Additional</u>	<u>Buy</u>	
	<u>Accrued</u>	<u>Back</u>	<u>Accrued</u>	<u>Buy Back</u>	<u>Days</u>	<u>Back</u>	
Up To	75 days	100%	Up to	0-149	up to 85	0	max 85
Greater Than or Equal To	150 days	90	Greater Than or Equal To	150	90	10	100
Greater Than or Equal To	200	100	Greater Than or Equal To	200	100	20	120
Greater Than or Equal To	300	130	Greater Than or Equal To	300	130	25	155

* Advance notice designates that the employee gives written notice to their hiring authority with their date of separation/retirement before December 31st of the prior fiscal year. Severance can be paid over one (1) to three (3) years at the discretion of the City.

6. At the end of each quarter, an employee who has used no sick leave will earn four (4) hours to be used as vacation in the next fiscal year. Quarters shall be deemed to end September 30, December 31, March 31, and June 30, of each year.

ARTICLE XVIII: JURY PAY

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, exclusive of travel allowance.

ARTICLE XIX: WORKER'S COMPENSATION

1. Any employee when disabled by an accident or injury arising out of and in the course of their employment, may file for benefits under Worker's Compensation.

2. Any such injury must be immediately reported to the City.

3. The report of injury shall be completed in triplicate and one copy shall be retained in the employee's personnel file and one copy forwarded to the Worker's Compensation Agent as soon as practicable.

ARTICLE XX: MILITARY LEAVE

1. Military leave of absence without pay shall be granted to any employee called to serve active duty with the United States Armed Forces.

2. United States military service incurred by an employee after the onset of their employment shall be credited as time served with the City, provided the employee applies for reinstatement with the City within ninety (90) days of discharge or release to inactive duty.

ARTICLE XXI: MATERNITY & PATERNITY LEAVE

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

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

3. A leave without pay may be granted upon written request by the employee accompanied by a physician's certificate. Such leave request shall be made to the Personnel Director on such forms as required. Prior to granting or disapproving same, the Personnel Director shall consult with the department in which the employee is employed. Leave may be granted for any period of time up to six (6) consecutive calendar months. Such leave may be requested to commence before the date of birth, but in no event shall it extend six (6) months from the date first granted. A unit member with accumulated sick leave may draw sick leave during maternity leave as granted, but only for so long as the employee's physician certifies that the employee is disabled from job duties. An employee with accumulated vacation leave may request to draw vacation leave during the maternity leave as granted if otherwise ineligible to draw sick leave. In no event shall the use of sick leave or vacation leave extend maternity leave beyond the period of time as granted.

ARTICLE XXII: FUNERAL LEAVE

1. In the event of death in the immediate family of an employee, the employee will be granted at their request, reasonable necessary time off with pay as a funeral leave for the purpose of arranging for and attending the funeral. They will be compensated at their regular rate for hours lost from their regular schedule on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, with a maximum of five (5) days compensation. This time shall not be charged to sick leave. For the purpose of this Article, the immediate family shall be husband, wife, children, father, mother, sister, or brother.

2. One (1) day off will be granted for attending the funeral of a brother-in-law, sister-in-law, uncle, aunt, or grandparent of an employee or their spouse.

3. Three (3) days off will be granted for attending the services for mother-in-law, father-in-law, or any other member of the family living in the immediate household.

ARTICLE XXIII: PERSONAL DAYS

1. Upon three (3) days written request, (except in an emergency) and subject to the approval of the City, which shall not be unreasonably withheld, an employee may receive two (2) days off to handle such personal, legal, religious, business, household, or family matters which require absence during working hours. Such personal days are non-cumulative.

ARTICLE XXIV: OTHER LEAVE

1. 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 in the funeral in Massachusetts of a veteran dead. This leave, however, shall be limited to no more than two (2) employees at any one time.

2. Employees shall be entitled to a leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. Since payment after 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. The City will provide Workers' Compensation as required by law.

3. In the event of building closure due to weather or other emergency, employees who had taken vacation or personal time during the period of closure shall be given credit for time the building was closed. This provision shall only apply to non-essential employees.

ARTICLE XXV: PERFORMANCE EVALUATION

The parties agree all bargaining unit members' job performance is subject to such annual evaluation process as utilized by the City. To that end, the parties agree to form a committee to develop a performance evaluation system to meet the specific needs of the bargaining unit. Such evaluation system must be initiated prior to June 30, 2028.

ARTICLE XXVI: EDUCATION INCENTIVE AND CONTINUING EDUCATION

1. Course Reimbursement

A. An employee may be entitled once in each fiscal year to a reimbursement for the cost of tuition and related required course materials up to the actual costs of same or two thousand, five hundred dollars (\$2,500), whichever is less, plus travel mileage reimbursement at the mileage reimbursement rate as agreed upon at Article XI, not to exceed one hundred dollars (\$100.00) in any fiscal year, when an employee is required to use their personal vehicle to attend class. Proof of costs satisfactory to employer to be provided by employee in such fashion and at such times as required.

B. Such reimbursement shall be paid only for courses taken at an institution of higher learning by the New England Association of College and Secondary Schools or by the Board of Higher Education of the Commonwealth of Massachusetts in a field or subject directly related to the employee's actual job duties.

C. To be eligible for reimbursement, an employee shall complete the course with a grade of "C" or above (or a pass in pass/fail course) and shall provide evidence of such completion in the form of a transcript.

D. Application shall be made to and require approval by the Personnel Director. In the event that the Personnel Director denies the application the employee may, within ten (10) days of the Personnel Director's denial, make application to the Mayor whose decision shall be final and non-grievable.

E. An employee's separation from employment between date of approval of the application and payment of the reimbursement shall relieve the City of the obligation to pay same.

2. Educational Degree Incentive

A. Unit members who are employed by the City as of January 1, 1995 and who hold and any unit member who obtains, while in the City's employ within this unit, a bachelors degree from an institution of higher learning accredited by the New England Association of College and Secondary Schools or by the Board of Higher Education of the Commonwealth of Massachusetts, which degree is in a field or

subject directly related to the employee's actual job duties, shall be entitled to an annual payment of five hundred dollars (\$500.00) to be paid in a lump sum, once per fiscal year, and subject to all legally required tax withholdings and deductions, on the employee's annual hiring anniversary date. An employee with a Bachelor's degree in more than one field shall be entitled to only one five hundred dollar (\$500.00) annual payment hereunder. Non-grade unit members are not eligible for this payment.

B. Unit members who are employed by the City as of January 1, 1995 and who hold and any unit member who obtains, while in the City's employ within this unit, a Masters Degree from an institution of higher learning accredited by the New England Association of College and Secondary Schools or by the Board of Higher Education of the Commonwealth of Massachusetts, which degree is in a field or subject directly related to the employee's actual job duties, shall be entitled to an annual payment of five hundred dollars (\$500.00) in addition to the five hundred dollars (\$500.00) accorded for a Bachelors degree and to be paid in the same fashion as the payment for attainment of a Bachelors degree. An employee with a Masters Degree in more than one field shall be entitled to only one five hundred dollar (\$500.00) annual payment hereunder. Non-grade unit members are not eligible for this payment.

C. Application for educational degree incentive shall be made to the Personnel Director. In the event that the Personnel Director denies the application the employee may, within ten (10) days of the Personnel Director's denial, make application to the Mayor, whose decision shall be final and non-grievable. The employee applying for educational degree incentive shall submit proof of degree award in such fashion, at such time and with such documents as required so as to provide proof, satisfactory to the City, of degree award.

D. An employee's separation from employment on a date prior to their hiring anniversary date (which is, once approved, the educational degree incentive payment date) in a fiscal year in which they are entitled to such a payment shall relieve the City of the obligation to pay same.

3. Continuing Education

A. Each unit member shall participate in no less than four (4) hours of continuing education per fiscal year. Continuing education is defined as participation in a course

or seminar designed to educate professionals in new developments within the field of endeavor specific to that group of professionals. Thus, each unit member shall attend such a course or seminar directly relevant to their professional job duties. Attendance at a course or seminar (not a social event) sponsored by a Massachusetts professional association of which the employee is a member shall qualify as a continuing education event as shall attendance at a Commonwealth of Massachusetts sponsored event required by the State for the employee to maintain current job-required licenses or certifications. The taking of a course within a field directly related to the employee's job duties at an accredited institution of higher learning shall also qualify. Other events must be pre-approved by the Personnel Director.

B. The City will pay to the sponsoring organization or reimburse the employee the actual cost of each seminar or course taken which qualifies to meet the continuing education requirement up to a maximum of five hundred dollars (\$500) in each fiscal year. The City shall allow each employee leave with pay from their regular job duties to attend such continuing education events up to a maximum of fourteen (14) hours of leave per fiscal year. The City shall reimburse at the mileage reimbursement rate according to the City Auditor's reimbursement and travel policy, and the travel costs associated with attendance at a qualified continuing education event not to exceed fifty dollars (\$50.00) per fiscal year for each employee but only in the event that the employee uses their personal motor vehicle to attend the event(s). Proof satisfactory to the employer of attendance at such events and compliance herewith shall be submitted as required. In the event that the employee has good reason to exceed the maximums stated herein, application shall be made in advance to the Personnel Director with such supporting documentation as they may require.

C. Re-licensure and renewal fee for any unit member mandated to maintain a license in their position which requires a yearly fee are reimbursable to the employees up to a maximum of five hundred dollars (\$500) per employee per fiscal year. Such coursework is subject to the same paperwork and advance approvals as any other position in the bargaining unit.

ARTICLE XXVII: SICK LEAVE BANK

The parties have agreed to adopt a blind sick leave donation process in lieu of

implementing a sick leave bank. The parties have agreed to adopt both sick leave donation protocols and a sick leave donation form, attached and incorporated as Appendix E. The parties agree to re-open this clause during the life of the agreement should changes to this section be requested by either side, but no party shall be compelled to agree to make the requested changes.

PROCEDURES FOR VOLUNTARY DONATION OF SICK LEAVE BENEFITS

1. Donations of accrued sick leave must be in whole days, with a minimum of one (1) day per donation and will go into a blind sick bank to be issued by the Personnel Department to any Association member that is of need, such need will be determined by the Personnel Department.

2. Prior to proceeding the first donation(s) to an employee, the Personnel Department will verify the eligibility of the named recipient (i.e., employee status, family member with serious health condition, and exhaustion of all accrued time, including but not limited to compensatory time, personal, vacation, and sick days) and request the individual's' written consent to receive donations. No donations will be processed until this written authorization is received. The authorization will remain valid until the individual revokes it or they become ineligible to participate in the program.

3. Under a similar program, the IRS has ruled that these payments are to be considered wages, and therefore taxable income to the recipient. As a result, the payments will be included in the annual Form W-2 prepared for the recipient and State and Federal income tax and FICA/Medicare tax and Supplemental Retirement contributions depending on the eligibility of the recipient, will be withheld by the payroll at the time of payment. The IRS has also ruled that the donating employee realizes that no income and incurs no tax deductible expense or loss, either upon donation or payment to the recipient.

4. The donations processed for a recipient each pay period shall be limited to the amount equal to that individual's regular gross earnings per pay period (i.e., their current base rate per pay period). In the event donations exceed this limit, they will be processed in order of the date on the donation authorization form, with the earliest date processed first. Excess donations will be held until the following pay period(s)

and processed at that time.

5. Once a donation has been processed, neither the donor nor the recipient may revoke the transaction, even if it has not yet been paid.

6. Donated sick days which are not used by the recipient for any reason whatsoever shall be forfeit and are not entitled to transfer to another employee nor returned to the donor.

ARTICLE XXVIII: DRUG AND ALCOHOL FREE WORKPLACE

1. The parties recognize substance abuse as a potential health, safety and security problem.

2. The parties shall strive to make all City workplaces free of illegal drug use and free of alcohol use so as to provide a healthy, safe and secure work environment for all employees.

3. No employee shall report to work under the influence of alcohol or illegal drugs, nor shall any employee manufacture, distribute, possess or use an illegal drug or an alcoholic beverage while on duty.

4. Employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must abide by this policy as a condition of employment and, in addition, must report to the City Personnel Director any convictions under any criminal drug law within five (5) days after the conviction. As required by the Drug-Free Workplace Act of 1988, the City must thereafter transmit this information to the contracting agency within ten (10) days.

ARTICLE XXIX: DISABILITY EXAMINATION

1. 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.

2. If a unit member is ordered to undergo an Independent Medical Exam (hereinafter referred to as an "IME") or a "Fitness for Duty" (hereinafter referred to as the "FFD") by the Employer, the parties agree that the exam(s) will be conducted by a duly licensed medical professional with a proficiency in the area relevant to the examination. The City shall bear the burden of any cost(s) associated with any exam or tests.

3. The selection of the examiner shall be made by the City using the criteria provided by the City's consultant.

4. Only information relevant or germane to the perceived need for the exam shall be shared with the examiner. The Unit member/employee shall be required to bring any pertinent information.

5. Testing protocols are to be determined only by the medical professional performing the exam.

6. The results shall only be shared with those City employees who are necessary for the purpose of the examination (i.e., unit member's direct supervisor and Department Head, Personnel Department, Retirement Department, etc.). Those employees shall keep the results of the exam strictly confidential.

ARTICLE XXX: PART TIME EMPLOYEES

Department heads, subject to appropriation, may hire part time help for the purposes of advancing departmental projects. The job responsibilities are subject to review and approval from the Personnel Director so as not to conflict with job responsibilities of any other municipal employee or with collective bargaining agreements with units including but not limited to unionized clerical staff. Part time employees may be paid at a rate not to exceed the state mandated minimum wage.

ARTICLE XXXI: 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 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 of the 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, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the City and the Association. Any prior agreements covering any employees covered by this agreement shall be terminated and of no effect, upon the effective date of this agreement and shall be superseded by this agreement.

The Association certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

ARTICLE XXXII: 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 sent or 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 Association from modifying any previous proposals during the course of negotiations.

ARTICLE XXXIII: SAVINGS CLAUSE

Should any provisions 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, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE XXXIV: EFFECTIVE DATE

The contract shall be of three (3) year duration, running from July 1, 2025 through June 30, 2028.

ARTICLE XXXV: TERMINATION

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

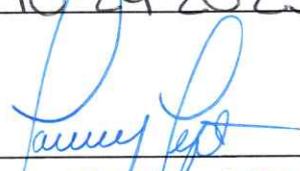
IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by the undersigned this the 28th day of October, 2025.

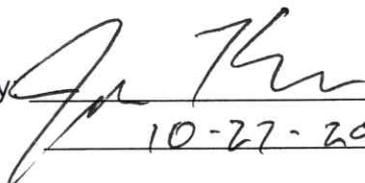
CITY OF WESTFIELD

WESTFIELD PROFESSIONAL
MUNICIPAL EMPLOYEES
ASSOCIATION

By:  10.28.25
Michael A. McCabe, Mayor

By: 
10-24-2025

By: 
10-27-2025

By: 
10-27-2025

By: _____

**APPENDIX A JOB CLASSIFICATIONS
W.P.M.E.A. BARGAINING UNIT**

Position	Scale	Tier
City Engineer	DH	1
Community Development Director	DH	1
IT Manager	DH	1
Superintendent of Public Works	DH	1
Superintendent of Water Resources	DH	1
Public Safety Administrator	DH	1
Superintendent of Buildings	DH	1
Council on Aging Executive Director	DH	1
Purchasing Director	DH	1
Chief Assessor	DH	1
City Clerk	DH	1
Director of Public Health	DH	1
Veteran Agent/Director	DH	4
Director of Licensing and Permitting/Parking Clerk	DH	1
Deputy Superintendent of Public Works	DEP	
Deputy Water Superintendent	DEP	
Deputy Park & Rec	DEP	
Deputy Sewerage & Wastewater	DEP	
Assistant Engineer	AD	
Assistant Public Health Director	AD	
Assistant IT Manager	AD	
Assistant City Clerk	AD	
Assistant Assessor	AD	
Assistant Collector	AD	
Assistant Director of Planning & Development	AD	
Assistant Council on Aging Director	AD	
Assistant Health Director	AD	
Assistant Dispatch Director	AD	
Water Systems Engineer	DIR	
Supervisor of Public Health Nurses	DIR	

IPP Coordinator	DIR	
Utility Engineer	DIR	
Assistant Civil Engineer	DIR	
Recycling Coordinator	DIR	
Data Assessor	PF	1
Local Building Inspector	PF	1
Stormwater Coordinator	DIR	
Lead Technician	PF	1
IT Communications Specialist	PF	1
Network Admin	DIR	
Database Admin	DIR	
Conservation Agent	DIR	
Budget Analyst	DIR	
Accountant	DIR	
Public Health Inspector (Code Enforcement Officer)	PF	1
Public Health Nurse	PF	1
GIS Coordinator	PF	1
Sealer of Weights & Measures	PF	1
Elder Service Program Director	PF	2
Network Technician	PF	2
Water Engineering Aide	PF	2

APPENDIX B WAGE SCALE

WPMEA Wage Scale FY26						
7/1/25-6/30/26						
26.1 pay periods						
	1	2	3	4	5	6
<u>Department Head (DH)</u>						
Tier 1	\$ 78,768	\$ 85,229	\$ 91,687	\$ 96,809	\$ 100,705	\$ 103,997
Tier 4	\$ 68,270	\$ 70,795	\$ 74,330	\$ 78,565	\$ 85,229	\$ 91,687
<u>Deputy (DEP)</u>						
	\$ 71,300	\$ 77,758	\$ 84,219	\$ 87,385	\$ 90,677	\$ 93,969
<u>Assistant Department Head (AD)</u>						
	\$ 60,156	\$ 65,530	\$ 70,307	\$ 73,892	\$ 76,879	\$ 79,865
<u>Director (DIR)</u>						
	\$ 57,126	\$ 63,984	\$ 69,724	\$ 72,735	\$ 75,265	\$ 77,863
<u>Professional (PF)</u>						
Tier 1	\$ 55,611	\$ 61,948	\$ 65,850	\$ 69,143	\$ 70,569	\$ 73,894
Tier 2	\$ 49,030	\$ 56,222	\$ 60,731	\$ 63,170	\$ 65,850	\$ 67,931

WPMEA Wage Scale FY27						
7/1/26-6/30/27						
26.1 pay periods						
	1	2	3	4	5	6
<u>Department Head (DH)</u>						
Tier 1	\$ 80,343	\$ 86,934	\$ 93,521	\$ 98,745	\$ 102,719	\$ 106,077
Tier 4	\$ 69,635	\$ 72,211	\$ 75,817	\$ 80,136	\$ 86,934	\$ 93,521
<u>Deputy (DEP)</u>						
	\$ 72,726	\$ 79,313	\$ 85,903	\$ 89,133	\$ 92,491	\$ 95,848
<u>Assistant Department Head (AD)</u>						
	\$ 61,359	\$ 66,841	\$ 71,713	\$ 75,370	\$ 78,417	\$ 81,462
<u>Director (DIR)</u>						
	\$ 58,269	\$ 65,264	\$ 71,118	\$ 74,190	\$ 76,770	\$ 79,420
<u>Professional (PF)</u>						
Tier 1	\$ 56,723	\$ 63,187	\$ 67,167	\$ 70,526	\$ 71,980	\$ 75,372
Tier 2	\$ 50,011	\$ 57,346	\$ 61,946	\$ 64,433	\$ 67,167	\$ 69,290

WPMEA Wage Scale FY28						
7/1/27-6/30/28						
26.2 pay periods						
	1	2	3	4	5	6
<u>Department Head (DH)</u>						
Tier 1	\$ 81,950	\$ 88,673	\$ 95,391	\$ 100,720	\$ 104,773	\$ 108,199
Tier 4	\$ 71,028	\$ 73,655	\$ 77,333	\$ 81,739	\$ 88,673	\$ 95,391
<u>Deputy (DEP)</u>						
	\$ 74,181	\$ 80,899	\$ 87,621	\$ 90,916	\$ 94,341	\$ 97,765
<u>Assistant Department Head (AD)</u>						
	\$ 62,586	\$ 68,178	\$ 73,147	\$ 76,877	\$ 79,985	\$ 83,091
<u>Director (DIR)</u>						
	\$ 59,434	\$ 66,569	\$ 72,540	\$ 75,674	\$ 78,305	\$ 81,008
<u>Professional (PF)</u>						
Tier 1	\$ 57,857	\$ 64,451	\$ 68,510	\$ 71,937	\$ 73,420	\$ 76,879
Tier 2	\$ 51,011	\$ 58,493	\$ 63,185	\$ 65,722	\$ 68,510	\$ 70,676

**APPENDIX C FURLOUGH PAYOUT
W.P.M.E.A. UNIT MEMBERS ELIGIBLE FOR FIVE (5) DAYS COMPENSATION @
SEPARATION/RETIREMENT – DUE TO GIVE BACK FY11 BUDGET**

Supervisor of Public Health Nurses

Debra Mulvenna

APPENDIX D CITY OF WESTFIELD PEC AGREEMENT

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:

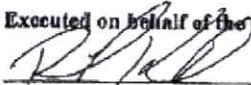
- This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

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.

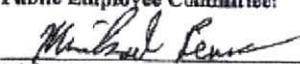
Dated: 3/7/12

Executed on behalf of the City of Westfield:

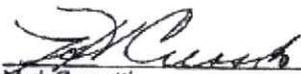


Daniel Knapik, Mayor

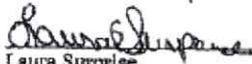
Public Employee Committee:



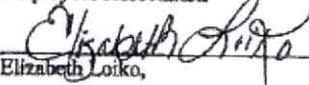
Michael Reuss,
Westfield Public School Custodian Association



Mark Cressotti,
Westfield Professional Municipal
Employees Association

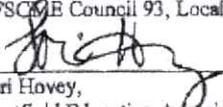


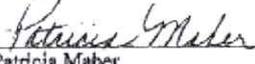
Laura Surprise,

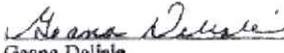


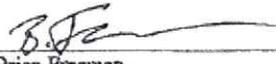
Elizabeth Loiko,

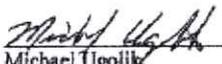
AFSCME Council 93, Local 346

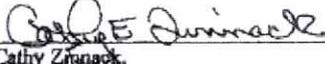

Lori Hovey,
Westfield Education Association

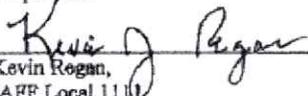

Patricia Maher,
Westfield Lunch Association

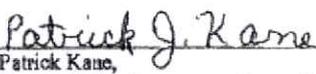

Geena Delisle,
Westfield Cafeteria Managers Association


Brian Freeman,
Westfield Patrol Officers Coalition (Patrolmen)

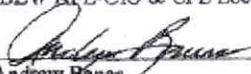

Michael Ugoikie,
IBPO, Local 574S (Supervisors)


Cathy Zimack,
Westfield Emergency Telecommunications
Dispatchers


Kevin Rogan,
IAFF Local 1111

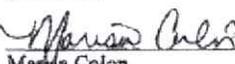

Patrick Kane,
Westfield Fire Department Supervisors
Association

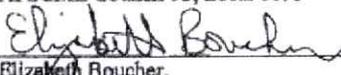
IBEW AFL-CIO & CFL Local 455


Andrew Panas,
Westfield Gas & Electric Management Guild

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

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


Maria Colon,
AFSCME Council 93, Local 1676


Elizabeth Boucher,
Retiree Representative

APPENDIX E SICK LEAVE VOLUNTARY DONATION FORM

Sick Leave Waiver & Donation Authorization Form

Having read and understood the City procedures for voluntary donation of sick leave benefits and subject to the terms and conditions set forth herein, I hereby voluntarily waive my entitlement to and donate day(s) of my accrued sick leave on the condition that the equivalent number of day(s) I donate is paid by the City to an employee within the WPMEA that has a legitimate need.

I understand that upon submission of this form, I cannot control the time of the deduction of the donated day(s) from my sick leave balance and that, while I will not be specifically notified when the donation is processed, I may determine this by monitoring the sick leave balance reported to the Personnel Department, **I understand donated but unused sick leave shall be forfeit, and I am not entitled to a return of unused time.**

Donor's name (print): _____

Donor's Social Security number: _____

Donor's department: _____

Donor's signature: _____

Return form to Personnel Office