



**AGREEMENT BETWEEN**

**CITY OF WESTFIELD, MASSACHUSETTS**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO  
STATE COUNCIL 93  
LOCAL. 346**

**(35 Hour Unit)**

**July 1, 2025 - June 30, 2028**

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**CITY OF WESTFIELD, MASSACHUSETTS**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL #346  
(35 Hour Unit)**

This agreement entered into by the City of Westfield, hereinafter referred to as the Employer, and Local 346, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution for differences; and the establishment of rates of pay, hours of work and other conditions of employment. The word "his" or "he" appearing in this Agreement shall apply to all employees regardless of sex.

**ARTICLE I: RECOGNITION - MANAGEMENT RIGHTS**

A. The employer 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 and included in the classification list in Appendix A, attached hereto and incorporated herein.

The parties have agreed to exclude the Emergency Telecommunication Dispatchers from the bargaining unit and they will also not be considered "Unit B" after July 1, 2007.

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

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

Nothing in this Agreement shall be interpreted to prohibit management from (1) 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. If any new positions are created by the Employer that perform the same or similar type of work, the new positions will be bargained with the Union to determine if they should be added/included into the bargaining unit. If the Employer and the Union agree, then the new position will be added to the bargaining unit and the wages will be negotiated by the parties.

## **ARTICLE II: UNION REPRESENTATIVES**

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

The above representatives 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 Employer shall allow up to one-half (1/2) hour for the Union Steward/ Representative to perform a new employee orientation to include reviewing the benefits of union membership and any related membership forms as well as reviewing the current contract and any applicable union benefits therein.

The Employer agrees to notify the Union of any changes in membership status via email. Once notified, the Union must maintain its own listing and shall not make additional requests for duplicate information other than dues paying status.

**ARTICLE III: UNION DUES**

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

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

**AUTHORIZATION FOR PAYROLL DEDUCTION**

BY:

(Name of Employee)

TO:

(Name of Employer)

Effective, I hereby request and authorize you to deduct from my earnings each the amount of \$ . This amount shall be paid to the Treasurer of Local Union No. and represents payment of my Union dues. These deductions may be terminated by me during the sixty (60) day period prior to the termination of this Agreement by my giving written notice in advance or upon termination of my employment.

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

(Employee's signature)

(Employee's address)

#### **ARTICLE IV: AGENCY SERVICE FEE**

The City agrees to deduct from wages of any bargaining unit employee a voluntary deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the City and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to indemnify and hold harmless the City for any matters related to this deduction.

Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in an amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

#### **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 City and the Union agree that each employee shall be treated with respect and dignity by all employees. Verbal abuse, threats, derogatory comments and 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.

## **ARTICLE VI: CIVIL SERVICE**

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

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

The Parties agree all Union members, regardless of civil service status, shall not be discharged or disciplined without just cause.

## **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 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 either party may request the arbitrator to issue their decision within sixty (60) 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 upon the filing with the Civil Service Commission.

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 written 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 a substitute arbitration service as an arbitrator. Time limits remain unchanged.

#### **ARTICLE VIII: SENIORITY**

The length of service of the employee as a member of this collective bargaining agreement shall determine the seniority of the employee. Except in cases where physical condition, or license, or classification requirements necessitate, the principle of seniority shall govern and control in cases within the department of the bargaining unit work force as to preference in assignments to vacancies, choice of vacation periods, and choice of work shift.

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

The work- week shall consist of five (5) consecutive seven (7) hour days, excluding lunch periods, Monday through Friday, inclusive, for all full-time employees in the clerical, accounting, and administrative groups.

The normal work-day shall consist of seven (7) consecutive hours, excluding lunch periods, within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times.

By mutual consent of the department head and an individual employee, an individual employee's regular hours of work may be set for any period of time between 7:00 A.M. and 5:00 P.M. Once established, these hours shall not be changed except by mutual

agreement of the department head and the individual employee or pursuant to negotiations between the City and the Union. This is not intended to change the City's policy that City Hall offices shall be open to the public between the hours of 9:00 A.M. and 5:00 P.M. Upon a change of department heads, the new department head shall have 30 days from his/her first regular work day as department head to require a return of employees to a work schedule which matches the City Hall hours as referred to, above. Notice of a mutual agreement to set alternate hours shall be delivered, in writing, to the City Personnel Director who shall, thereafter, provide that information to the Union. Existing practices with respect to work at evening meetings are not altered by the foregoing. Work schedules may be changed due to emergency situations but shall return to the schedules as they existed prior to the emergency once the emergency has ceased.

The parties agree that due to varying requirements, the hours of work for the kitchen manager and the assistant kitchen manager may be outside those listed above and shall be agreed upon between the employee and the Council on Aging Executive Director.

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

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

As part of the performance of regular duties an employee may agree to be assigned duties of a clerical nature outside of his/her department or within his/her department at hours in addition to and at variance from his/her regular hours. Such practices of this nature as may presently exist may continue with compensation provided in accordance with the existing practice.

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

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

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

#### **ARTICLE XI: MEAL PERIODS**

All employees shall be granted a meal period of one (1) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

When an employee is working 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**

Clerical, accounting, and administrative employees 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 seven (7) hours in one day or thirty-five (35) hours in one week, whichever is sooner. In the event an employee is required to work Sunday and in the further event that said employee has already worked 35 or more hours during the customary seven (7) day pay period of which that Sunday is a part, employee shall be paid two (2) times his/her regular rate of pay for all Sunday hours worked (or those Sunday hours worked which cause employee to work in excess of 35 hours in the pay period). An employee who chooses to perform overtime work on a Sunday when otherwise allowed to do it at some other time shall be paid time and one half, not double time, for overtime hours worked on Sunday. Time not actually worked but which is credited to a payroll status (e.g., an employee's authorized vacation leave, sick leave, etc.) during the seven (7) day period in question shall count as time worked for purposes of calculating the said 35 hours above which the overtime premium must be paid.

Any employee called back to work on the same day after having completed his/her assigned work and who has left his/her place of employment and before his/her next regular scheduled starting time, shall be paid time and one-half (1 1/2) for all hours worked on recall. When an employee leaves his/her home or goes home from a call-back, he/she is in the employ of the City though pay shall be punch-in to punch-out.

The Parties agree attendance at any night meetings by a unit member shall be paid at overtime for time worked during the meeting and for a reasonable time subsequent to the meeting to finish meeting minutes when done outside the regular work day. The intent of this agreement was to eliminate use of stipends as payment for requiring attendance at night meetings/creating minutes. By mutual consent of the department head and the individual employee, a Unit member may adjust their regular daily hours when they must attend a night meeting.

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

Employees outside the department possessing skills necessary to deal with such an emergency may also be directed to perform mandatory overtime, provided in this Agreement. Volunteers will first be sought before assigning mandatory overtime. He/she will be guaranteed a minimum of four (4) hours pay at straight time or time and one-half (1.5) for all hours worked, whichever is greater. Except, however, on weekends, holidays or after 10:00 p.m. and before 7:00 a.m. he/she shall be guaranteed a minimum of six (6) hours pay at straight time or time and one-half (1 1/2) for all hours worked whichever is greater.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. 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 shall be released from their duties when the workload lessens.

The employer 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 of the Union Representative or the shop steward with the department head or his/her designee of the division involved.

Department heads and Union representatives at each location work out procedures for implementing this policy of distributing overtime work. Employer shall send out overtime checks (may be included with regular paycheck at employer's discretion) no

later than the second payroll pay period following the pay period when the overtime was worked provided that an overtime account is available and funded. In the event it is not available or not funded, immediate action shall be initiated to secure said funding. An employee may receive compensatory time in lieu of payment of overtime pay on a voluntary basis agreeable to both the employee and the employee's department head. Compensatory time shall be earned at one and one half hours of compensatory time for each hour worked in an overtime capacity. No employee shall be granted compensatory time in lieu of overtime pay if the award of compensatory time causes the employee to have a compensatory time balance of more than 70 hours. No more than three days may be used consecutively. At the end of each fiscal year, a maximum of thirty-five (35) hours may be carried over into the new fiscal year. In no event shall any employee have a compensatory balance which exceeds 210 hours and employee must be paid overtime pay for all hours in excess of 210 hours. An employee may take compensatory time off upon reasonable advance notice to the department head. The department head may refuse an employee's use only if its use creates a hardship on the department (e.g., another employee is already on vacation leave and use of compensatory time would leave insufficient counter staff). Nothing in this Agreement will prevent the creation of mutually agreeable flexible hours programs in areas where such a program may be initiated with the acceptance of the employer and the employee, based upon the recommendation of the Department Head and approved by the Personnel Director.

An employee who is called back subsequent to the end of the employee's regular work day shall be subject to the following provisions:

- a. Any employee called back to work on the same day after having completed his/her assigned work and who has left his/her place of employment and before his/her next regular scheduled starting time, shall be paid time and one-half ( $1\frac{1}{2}$ ) for all hours worked on recall. When an employee leaves his/her home or goes home from a call-back, he/she is in the employ of the City, though pay shall be punch-in to punch-out.

- b. Call-back shall be paid as follows: on weekdays and on Saturdays, four (4) hours minimum at time and one-half (1<sup>1/2</sup>) and on holidays and Sundays, three (3) hours minimum at double time.
- c. Each above amount shall be paid only if it is greater than the overtime amount an employee would receive. He/she shall receive call-back pay above, if not, he/she shall receive overtime, but not both.
- d. An employee shall not receive additional call-back pay if an additional callback is made within the times delineated in subparagraph (b) unless the subsequent call to work runs beyond the time listed above. If such employee has a subsequent call which runs beyond the time provided for the first call, he/she shall receive pay as outlined in (c) above.
- e. If the employee has completed one call-back and then receives a subsequent call-back, he/she shall be entitled to an additional call-back as outlined in paragraph (b). Should that call-back run over, the rules in paragraph (c) and (d) apply.

The rate of pay for employees who are on an on call basis shall be twenty-two dollars (\$22) per day (unless there is a previous agreement otherwise).

### **ARTICLE XIII: VACATIONS**

1. An employee covered by the terms of this Agreement shall receive vacation as provided herein.
2. All employees so employed shall be granted an annual vacation with pay under the following conditions:
3. Upon hire members will receive two (2) weeks' vacation pro-rated 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 on July 1 following their hire date, and each July 1 thereafter, 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.

a) 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.

b) 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.

c) Following the completion of ten (10) years of employment; and 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.

d) Following the completion of twenty (20) or more years of employment, a vacation of five (5) weeks (25 working days) each such year with pay will be credited the employee. Such vacation shall be posted as of July 1 each fiscal year except that the additional week shall be posted on the anniversary date following the twentieth year of employment.

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

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

6. Upon separation of employment, the employee shall receive payment equal to an amount of vacation pro-rated 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.

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 shall 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.

9. In the event that the employee is entitled to a qualified FMLA leave, the employee will be allowed to select use of sick time or vacation time to cover leave.

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

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

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

12. Time off taken as vacation leave shall be deducted from an employee's respective leave balances, if any, in increments of one-half hour for each portion of an hour taken. This constitutes a change from the predecessor agreement but such changes in no way limits the right of management to deny leave requests when such denial is otherwise within its lawful powers

13. Notice of use of vacation days will be given to the employee's supervisor/manager at least two (2) days in advance of absence. This provision shall be waived in the case of an emergency. If the request is made with more than two (2) weeks' notice, the request shall be responded to within five (5) business days, or it shall be deemed approved.

#### **ARTICLE XIV: WORKING OUT OF CLASSIFICATION**

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 promoted to a supervisory position, such employee shall receive the entrance rate of that class or one step above their present rate, whichever is higher, while so assigned, but not less than 5% above his/her regular rate.

"Regularly serves" shall be defined as:

The employee has consistently performed duties as directed by his/her supervisor for an absent employee in a higher labor grade and performed those duties in excess of four (4) consecutive working days. If the absence exceeds four (4) days, payment will be retroactive to the first day.

## **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
Juneteenth	Christmas Day
Independence Day	

1. (a) The discretion heretofore exercised by the employer to grant to employees full pay for one half day of work on the workday before the holidays of Thanksgiving, Christmas and the Friday before Easter Sunday (Good Friday) shall cease, i.e. these are normal workdays. This shall not be construed to limit the power of the Mayor to release employees from duty for reasons other than holiday good will, e.g. storm emergencies.

(b) Notwithstanding the foregoing, employees who work their regular morning hours the morning of December 24 shall be released at noon but shall be paid as if they worked their normal hours as scheduled.

(c) The Mayor shall continue to have discretion to grant to employees full pay for one half day of work on the workday before the holiday of New Years Day-but only if the day before New Years is a work day. Thus, the Mayor shall have three options with respect to a December 31 work day:

- i. Employees shall work that day as a normal work day:
- ii. For employees who work their regular morning hours the morning of December 31, the Mayor may release said employees at noon but shall pay said employees as if they worked their normal hours as scheduled;

- iii. For employees who work their regular morning hours the morning of December 31, the Mayor may require one or more departments to stay open with a skeleton crew the afternoon of December 31. Those employees who are required to staff the skeleton crew shall be entitled to select one afternoon off with pay to be taken between January 1 and the end of the fiscal year i.e. June 30.

2. Holidays shall usually be observed on the day selected by the Commonwealth of Massachusetts as the day of observance. In the event, however, that a listed holiday is observed by the Commonwealth on a Saturday, it shall be observed on the preceding Friday and if it is observed by the Commonwealth on a Sunday, it shall be observed on the succeeding Monday.

3. All employees on a 35-hour week shall receive 7 hours pay at straight time rate for holiday pay.

4. 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.

5. 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.

6. The following shall be considered paid holidays:

- a. In 2007, December 24, 2007 as a paid holiday.
- b. In 2008, December 26, 2008 as a paid holiday.
- c. In 2009, December 24, 2009 as a paid holiday.

7. Employees who are eligible for a step increase (steps 5 and below) and no other wage increase in the 2007-08 contract year, shall be eligible for a floating paid holiday during the month of their birthday. This paragraph shall be effective for one year only.

## **ARTICLE XVI: SICK LEAVE**

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

2. Each such employee shall earn one and one half days of sick leave for each full calendar month the employee is in a pay status the entire month. Employees hired after July 1, 2014 shall earn one day of sick leave for each full calendar month the employee is in pay status for the entire month. 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 (See Article XXXII Miscellaneous Provisions at Paragraph 10). In no event shall an employee absent from work due to on the job injury which has resulted in weekly workers compensation indemnity payments continue to accrue sick leave beyond six months after the date of the on the job injury. (See Article XIX Workers Compensation).

3. Employees hired prior to July 1, 2014 shall be entitled to accumulate unused sick leave without limit. Any accumulation which employees have at the effective date of this agreement shall be retained by the employee. Employees hired on or after July 1, 2014, shall be entitled to accumulate unused sick leave, but shall be capped at two-hundred fifty days (250).

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. Once a year the City will provide each employee a computer printout of his/her sick leave balance. (See Article XIII, Vacations).

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

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, which leave shall not be unreasonably denied by the department head. To be eligible to use this benefit the sick dependent child or sick spouse must actually reside with the member. In the case of a sick parent, the member must be the primary caregiver to the sick parent and/or the sick parent must reside with the member who seeks to use this benefit. The parties agree that the 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. At the end of each quarter, an employee who has used no more than seven (7) hours sick leave will earn four (4) hours to be used as vacation in the next fiscal year. Quarters shall be deemed to end September 30, December 31, March 31, and June 30 of each year. An employee, upon his/her retirement, resignation, layoff, or upon the death of an active employee, his/her estate, will be paid for such vacation time earned.

9. Employees retiring may donate up to thirty (30) remaining accrued sick days to a separate general sick bank. The employee must give written notice to both the City Personnel Director and the Union President sixty (60) days prior to retirement on a form proscribed by the Personnel Department. This sick bank's purpose of providing additional coverage and financial assistance after the exhaustion of individual annual and/or accumulated sick leave only in the event of debilitating illness or disease as evidenced by medical certification or quarantine by order of the Health Department or serious illness of a member of the employee's immediate family or permanent household

requiring the personal care of that member by the employee if allowed pursuant to Article XVI of the collective bargaining agreement. This sick bank will not provide financial assistance for voluntary medical conditions or procedures. This sick bank will be administered by the same committee listed above; the Union President, one other union member, the Personnel Director, and one other management member. All action including the granting of days must be by a majority vote (3 of 4). Decisions shall not be subject to the grievance procedure and are final. Any member who has been employed in the City and has been in the Union for six (6) months or more may be eligible for benefits provided by this sick bank. Each member approved by the committee may receive up to two (2) weeks annually of sick leave from the bank. The bank will have a cap of five hundred (500) days.<sup>9a</sup> The Parties have agreed to adopt a direct-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 D. The parties agree to re-open this clause during the life of the agreement should changes to this section of Appendix D be requested by either side, but no party shall be compelled to agree to make the requested changes.

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

Members who give advanced notice of retirement, thus allowing the City the opportunity to budget responsibly, will be allowed to buyback ten (10) additional days, in addition to above. 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.

A unit member hired after July 1, 2014, shall be entitled, upon retirement or his/her estate upon death, to be paid for accumulated sick leave days only according to the following scale:

- \$50 a day for zero (0) to sixty-four (64) accumulated sick leave days
- \$5,000 flat rate for sixty-five (65) to one hundred seventy-nine (179) accumulated sick days
- \$7,500 flat rate for one hundred eighty (180) or more accumulated sick days

The City, at its discretion, may choose to spread any member's severance package over one (1) to three (3) consecutive fiscal years.

11. Unit members shall be entitled to use five (5) days of sick leave as vacation days. Said time may only be utilized after exhausting all other vacation leave and is not eligible to be carried over as vacation time.

12. Time off taken as sick leave shall be deducted from an employee's respective leave balances, if any, in increments of one-half hour for each portion of an hour taken. This constitutes a change from the predecessor agreement but such changes in no way limits the right of management to deny leave requests when such denial is otherwise within its lawful powers.

13. If a sick day is used in combination with a personal, vacation or comp day, a medical provider note must be brought in stating a reference or the day will be taken unpaid. Nothing in this provision is intended to, or shall, infringe upon the legal rights afforded to employees, including but not limited to the Federal Family Medical Leave Act.

14. Nothing in this provision is intended to, or shall, infringe upon the legal rights afforded to employees, including but not limited to the Federal Family Medical Leave Act.

## **ARTICLE XVII: DISABILITY EXAMINATION**

The employer shall have the right to require the employee to undergo such physical or other job-related examinations at such times and places as the employer may reasonably and lawfully require. The cost of such examinations shall be at employer's expense. Employee shall cooperate as needed. This section is not to be construed as

requiring the employer to furnish such examination or to furnish any medical or other treatment that may be recommended by the doctor performing the examination.

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

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

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

#### **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 Workers' Compensation.

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

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

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

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

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

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

## **ARTICLE XX: MATERNITY LEAVE**

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

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

3. Maternity leave shall commence prior to the date of birth if the employee submits a written request to the Personnel Director in such form as is required together with a doctor's certificate stating that it is the doctor's judgment that the employee should cease her employment pending birth. In the event that the employee reports for work through the date of birth, maternity leave shall commence as of the first work day after the date of birth.

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

drawing her unused vacation leave. It is the employee's responsibility to make the necessary arrangements to use vacation leave for this purpose in advance.

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

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

7. **PATERNITY LEAVE** - The Parties agree to comply with the minimum requirement of MGL c. 149 s 108D, currently mandating up to eight (8) weeks of unpaid paternity leave following the birth or adoption of a child. Paternity leave shall be offered regardless of FMLA qualification; however, paternity leave shall run concurrent to FMLA leave, should the FMLA leave qualifications be met.

#### **ARTICLE XXI: BEREAVEMENT LEAVE**

Employees are entitled to bereavement leave with pay as enumerated herein upon the death of the following family members.

A. Current spouse, child, (including adoptive children and step-children), parent (including step-parent), domestic partner - five days.

B. Grandparent, brother or sister (including step-brother; step-sister, half brother and half-sister), current mother-in-law, current father-in-law, grandchild, brother-in-law, sister-in-law - three (3) days.

C. Grandparent of current spouse, aunt, uncle, aunt or uncle of current spouse, niece, nephew - one (1) day.

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

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

Employees shall be eligible to use accrued sick leave for the preparation, or attendance, of the funeral services of those listed under paragraph A above. This section shall not conflict with Article XVI, Section 6, such that employees who are out longer than five (5) business days under this provision shall be required to provide a medical notice. Sick leave shall not be used in lieu of bereavement leave, and sick leave shall not be used to extend a bereavement leave, unless the employee experiences a qualifying medical event under FMLA.

## **ARTICLE XXII: PERSONAL DAYS**

Upon two (2) 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. If the request is made with more than two (2) weeks' notice, the request shall be responded to within five (5) business days, or it shall be deemed approved.

It is expressly understood that such personal leave is to be granted only for such purposes listed herein, and which purposes cannot be accomplished by the employee during non-working hours. The 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.

Time off taken as personal leave shall be deducted from an employee's respective leave balances, if any, in increments of one-half hour for each portion of an hour taken. This constitutes a change from the predecessor agreement but such changes in no way limits the right of management to deny leave requests when such denial is otherwise within its lawful powers.

### **ARTICLE XXIII: OTHER LEAVE**

Unit members shall be eligible to take a day off with pay during the pay period within which the Unit member's birthday falls.

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 (1) time.

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

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

The City acknowledges that once each year, State Council 93 holds its state convention. The City agrees that the Local Union President and one other unit member may take up to two days off without loss of usual pay to attend the convention. In order to be entitled to this benefit, each employee must advise his/her respective department

head in writing no less than fourteen days in advance of the date that the convention is held.

Parties agree that employees can use time during the workday for union meetings but that reasonable notice must be given to the supervisor/manager and all reasonable efforts are made to not interfere with the work of the office.

The City agrees to credit the amount of time to those employees using sick, vacation or personal time in the event of a City Hall closure due to weather or holiday for those employees who would have been eligible to leave early should they have been at work.

#### **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 C.

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

#### **ARTICLE XXV: PROTECTIVE CLOTHING**

If any employee is required to wear protective clothing, 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 Employer: The cost of maintaining the uniform or protective clothing in proper working condition shall be paid by the Employer. Employees operating mimeo or typesetting equipment will be provided suitable protective clothing. Such items shall be replaced from time-to-time at the option of the

Employer, and at the request of the Employer, items so replaced shall be returned by the employee.

The Employer 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.

Cleaning allowance shall be forty-five (\$45.00) dollars per year for clerical personnel. Clothing allowance for kitchen manager and assistant kitchen manager will be two hundred dollars (\$200) per year. If, for any reason, an employee is absent for more than one-fourth (1/4th) of the work year, his/her cleaning allowance shall be reduced proportionately.

#### **ARTICLE XXVI: 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 XXVII: LABOR-MANAGEMENT MEETINGS**

The Union shall designate a standing committee of three (3) employees of the departments whose rates and conditions of employment are covered by this Agreement, which committee shall meet with the Mayor, and/or his designated representative, from time to time at the request of either party, for the purpose of discussing matters coming within, or out of the scope, of this Agreement. Such meetings shall be held in the office of the Mayor, at the convenience of both parties, if possible within ten (10) days from the date upon which such request is received.

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

The union shall designate representatives to serve on an Other Post-Employment Benefits (OPEB) working group. The OPEB group shall be composed of representative members of each municipal union and supervisory personnel. The group is tasked with understanding, analyzing and strategizing ways to decrease the existing unfunded OPEB liabilities facing the City of Westfield. As currently constituted, the group members shall not have the authority to bind the union members s/he represents regarding changes in working conditions necessary to resolve the liabilities; however, nothing shall prohibit the union and employer from mutually agreeing to re-open the contract to negotiate acceptable changes which have been generated by the group.

### **ARTICLE XXVIII: CLASSIFICATION PLAN AND PAY RATES**

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.

Unit members shall be paid bi-weekly via direct deposit and shall receive pay information electronically.

Only employees who are on the payroll as of the date of payment of the retroactive wage increase will receive any retroactive payment.

### **ARTICLE XXIX: 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 their 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. Any Unit member, regardless of whether they hold Civil Service rights, shall not be discharged or disciplined except for just cause.

### **ARTICLE XXX: 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 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 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.

During the first year of this Agreement, the parties will utilize the provisions of Article XXVII (Labor-Management Meetings) to discuss rules of the workplace, which discussion shall include, but not be limited to, codification of existing and mutually understood custom and practice.

#### **ARTICLE XXXII: MISCELLANEOUS PROVISIONS**

1. Bulletin Boards - Announcements shall be emailed or posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

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

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

4. Access to Premises - The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Local 346, 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.

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

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

7. Positions may not be eliminated or downgraded unless the job duties are no longer reflective of the grade.

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

9. 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.

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

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

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

(D) Disciplinary action in the personnel file which is more than three (3) years old, shall not be used to accelerate discipline to the next step as listed in the employee handbook. Exceptions to this article include disciplinary actions involving harassment, violence, and substance abuse. Additional exceptions may be made by mutual consent of the City and Union.

11. A Non-Civil service employee newly hired by the City shall be probationary for the first ninety (90) days of service and shall not be covered by the Agreement until completion of such probationary period. Probationary employees shall be paid at the rate determined by the City (which shall not exceed union scale) and shall become part of the bargaining unit on the ninety-first (91st) working day of service. (Civil Service probationary period = one hundred eighty (180) days).

12. Employees who are required to use their personal motor vehicle to conduct business for the City shall be entitled to mileage reimbursement at the rate in accordance with the City Auditor's policy. Reimbursement shall be provided within a reasonable period of time following the employee's submission of such materials as are reasonably required pursuant to uniform City procedure.

### **ARTICLE XXXIII: TRANSFERS**

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

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

3. Employees entering the bargaining unit with prior service within the City of Westfield (e.g., school department, G&E), shall meet with a union representative and the Personnel Director or designee regarding the transfer of any/all benefits for the employee entering the unit. It is understood that transferring into the bargaining unit does not necessarily entitle transfer of all benefits possessed at the time of transfer by the new bargaining unit member.

4. Employees in the unit may not seek a lateral transfer or demotion until holding their position for one (1) year. Nothing shall prohibit an employee from applying for and accepting a promotional opportunity in the unit, if said promotion is offered. The Employer reserves the right to transfer or demote employees when necessary for disciplinary reasons.

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

(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 year at which time he/she regains his/her original civil service seniority date.

(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.

(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.

6. 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.

7. Notwithstanding any above provision to the contrary, every effort will be made to fill vacancies with bargaining unit members before accepting applicants from outside the bargaining unit.

8. If a position becomes vacant in a unit member's department and the job duties are disbursed to said member(s), the compensation for any additional duties shall be negotiated prior to those duties being implemented. In the case of an emergency (to be declared by the Personnel Director and with immediate notice given to the Union) duties may be added prior to the negotiation of an agreement for a period not to exceed two (2) weeks. In the case of said emergency, there will be retroactive pay for the additional duties equal to the contemplated agreement.

#### **ARTICLE XXXIV: PROMOTIONS**

A promotion shall be an advancement within an employee's department from a unit position to another unit position with a higher salary grade.

A. Civil Service Department. Vacancies in a civil service department shall be filled in conformity with civil service rules. Upon a vacancy in other than an entry level position in a unit position within a civil service department, the Appointing Authority shall post Notice of the vacancy within the department for no less than five (5) work days. Vacancies of less than 30 work days may be filled by appointment of an employee from a lower grade position to the higher position on an "Acting" basis (to be paid "working out of classification" pay as may be applicable) but vacancies in excess of said 30 work days, even if of a temporary nature, shall be filled as set forth herein. Notice of vacancies above entry level not filled by appointment of a departmental unit member shall be posted for no less than five (5) work days on the bulletin board outside the Personnel Department office so as to inform non-departmental unit members of the transfer opportunity.

B. Non Civil Service Department. Upon a vacancy in other than an entry level position in a unit position within a non-Civil Service Department, the Appointing Authority shall post Notice of the vacancy within the department for no less than five (5) work days. Vacancies of less than 30 work days may be filled by appointment of an employee from a lower grade position to the higher position on an "Acting" basis (to be paid

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

Vacant promotional positions not filled after the foregoing postings have expired shall be filled in conformity with applicable legal requirements and customary municipal management prerogatives. Position qualifications shall be those established by the Appointing Authority prior to a vacancy posting. Notice of vacancies posted by the Appointing Authority shall state the department, the job title and the rate of pay. It shall also state that a complete job description and application are available at the Personnel Department. The Personnel Department shall expeditiously deliver to the Appointing Authority all applications received after the date the posting is removed. The Appointing Authority shall then undertake such selection process as it requires. If a position is not filled within six months of posting, the original applications may not be used and the relevant process shall be followed again. An employee who moves from one department to another takes all city seniority rights he/she holds at that time. Civil Service seniority is controlled by Civil Service rule.

A copy of the budget will be provided annually to the Union President at the time of submission of the proposed budget by the Mayor to the City Council.

#### **ARTICLE XXXV: EDUCATION REIMBURSEMENT**

Parties agree to create an education reimbursement program. Parties agree no more than three (3) unit members per fiscal year shall be entitled to a reimbursement of half of the cost of a college level course which is taken in relation to further the abilities to perform the duties of the position currently held by the employee. Only one course per employee per fiscal year is allowed. The parties agree to a unit member must receive a "B" (80%)

grade or better to receive reimbursement. In order to be eligible for the reimbursement, the employee shall seek, and must be approved by a committee of representatives (one from Personnel, one from Audit, one from the Union leadership), advance approval before taking the course to receive reimbursement. The intent of this provision is to provide a cost incentive for an employee to obtain useful training, who is otherwise unable to obtain the useful trainings provided within the City of Westfield. Denial by the education reimbursement committee shall not be subject to the grievance procedures of Article VII.

The employer shall provide training on any required programs or processes which unit members subject to, which shall be considered time worked, including travel when necessary.

The parties agree to set up a mechanism for job related training or education requests, outside of the City, and such mechanism shall include employer discretion but written notice and timely deliver if such request is denied.

#### **ARTICLE XXXVI: DRUG AND ALCOHOL FREE WORKPLACE**

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

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

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

4. Employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must abide by this policy as a condition of employment and, in addition, must report to the City Personnel Director any convictions under any criminal drug law within five (5) days after the conviction. As required by the

Drug-Free Workplace Act of 1988, the City must thereafter transmit this information to the contracting agency within ten (10) days.

5. To the extent that it applies to these employees, the parties incorporate herein by reference the terms of the Memorandum of Agreement executed by the parties on October 2, 1995 regarding U. S. Department of Transportation mandated drug and alcohol testing.

## **ARTICLE XXXVII: EVALUATION**

### Section 1:

Performance evaluations are designed to serve the needs of both the employee and employer. An organized program for employee performance evaluation will:

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

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

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job related strengths and weaknesses and 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 February 1st, with the exception of a probationary employee who shall be evaluated at completion of the first two (2) months of probationary service and within one (1) month prior to the completion of the probationary period. Such evaluation will be recorded in writing on the form attached hereto, and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;
- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others;
- E. Supervisory ability (if employee supervises others).

Section 3:

- A. To the extent practicable, an employee who may be nearing a "Does Not Meet Standards" rating shall be counseled by his/her supervisor at least three (3) months in advance of the final stage of the evaluation as to the specific areas that must be improved and what he/she must do to attain a "Meets Standards" rating.
- B. Each employee shall receive a written copy of his/her evaluation at least two (2) days prior to meeting to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.

- C. Upon receipt of a "Does Not Meet Standards" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Standards" rating.

#### Section 4: Evaluation Appeal Process

- A. If a "Does Not Meet Standards" rating is received, the employee has the following choices:

- 1. a one-time appeal option to a Tripartite Evaluation Appeal Panel (either before or after the re-evaluation period) or;
- 2. a ninety (90) day re-evaluation period.

- B. An appeal of the original evaluation shall be initiated at the Personnel Director's level within twenty-one (21) days. Appeals shall be held by a Tripartite panel consisting of one (1) person designated by the Union, one (1) person designated by Management, and one (1) mutually agreed upon neutral third party. Prior to the implementation of this Section, the Union and Management will meet and agree on a list of "third party neutrals".

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

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

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

- D. Whether or not an employee receives a "Does Not Meet Standards" rating during the re-evaluation process, his/her anniversary date for Step purposes shall not be retarded.
- E. Job duties and performance criteria shall be observable and measurable to the extent practicable.

#### Section 5:

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

#### Section 6:

- A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
- B. Employees may grieve the evaluation procedure, as set out in the preceding Sections of this Article, to step three (3) of the grievance procedure.

#### Section 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 XXXVIII: EFFECTIVE DATE**

This Agreement shall become effective July 1, 2025 and shall expire June 30, 2028.

**ARTICLE XXXIX: 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.

**ARTICLE XXXX: CHANGES**

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

THE CITY OF WESTFIELD

COUNCIL 93, AFSCME, LOCAL 346  
35 Hour Unit

By:  1.14.26  
Michael A. McCabe, Mayor

By:   
Kimberly Sienkiewicz, President

**APPENDIX A**

**CITY OF WESTFIELD JOB CLASSIFICATIONS  
AND WAGE SCHEDULE EFFECTIVE**

**JULY 1, 2025- JUNE 30, 2028**

**35 HOUR EMPLOYEES**

**GRADE 9**

Principal Clerk Typist  
Senior Clerk

**GRADE 10**

Senior Clerk (DPW only)  
Principal Clerk  
Chief Clerk  
Principal Data Entry Clerk  
Sr. Account Clerk  
Buyer  
Assistant Kitchen Manager

**GRADE 11**

Head Clerk  
Secretary  
Principal Clerk Stenographer  
Principal Account Clerk  
Principal Clerk Typist (DPW only)

**GRADE 12**

Head Administrative Clerk

**GRADE 13**

Office Manager  
Kitchen Manager

**GRADE 14**

Administrative Assistant  
Assistant Purchasing Agent

## APPENDIX A: WAGE SCHEDULES

Grade 9	1 Year Each	FY26 (2%)	FY27 (2%)	FY28 (2%)
	Step 1	\$ 20.03	\$ 20.43	\$ 20.84
After 1 year	Step 2	\$ 20.81	\$ 21.23	\$ 21.65
After 2 years	Step 3	\$ 21.60	\$ 22.03	\$ 22.47
After 3 years	Step 4	\$ 22.41	\$ 22.86	\$ 23.32
After 4 years	Step 5	\$ 23.22	\$ 23.68	\$ 24.15
After 5 years	Step 6	\$ 23.99	\$ 24.47	\$ 24.96
After 6 years	Step 7	\$ 24.82	\$ 25.32	\$ 25.83
After 7 years	Step 8	\$ 25.61	\$ 26.12	\$ 26.64
After 8 years	Step 9	\$ 26.42	\$ 26.95	\$ 27.49
After 9 years	Step 10	\$ 26.66	\$ 27.19	\$ 27.73
After 10 years	Step 10	\$ 26.66	\$ 27.19	\$ 27.73
After 11 years	Step 10	\$ 26.66	\$ 27.19	\$ 27.73
After 12 years	Step 10	\$ 26.66	\$ 27.19	\$ 27.73
After 13 years	Step 10	\$ 26.66	\$ 27.19	\$ 27.73
After 14 years	Step 10	\$ 26.66	\$ 27.19	\$ 27.73
After 15 years	Step 11	\$ 27.61	\$ 28.16	\$ 28.72
After 16 years	Step 11	\$ 27.61	\$ 28.16	\$ 28.72
After 17 years	Step 11	\$ 27.61	\$ 28.16	\$ 28.72
After 18 years	Step 11	\$ 27.61	\$ 28.16	\$ 28.72
After 19 years	Step 11	\$ 27.61	\$ 28.16	\$ 28.72
After 20 years	Step 12	\$ 28.59	\$ 29.16	\$ 29.74
After 21 years	Step 12	\$ 28.59	\$ 29.16	\$ 29.74
After 22 years	Step 12	\$ 28.59	\$ 29.16	\$ 29.74
After 23 years	Step 12	\$ 28.59	\$ 29.16	\$ 29.74
After 24 years	Step 12	\$ 28.59	\$ 29.16	\$ 29.74
After 25 years	Step 13	\$ 29.65	\$ 30.24	\$ 30.84
After 26 years	Step 13	\$ 29.65	\$ 30.24	\$ 30.84
After 27 years	Step 13	\$ 29.65	\$ 30.24	\$ 30.84
After 28 years	Step 13	\$ 29.65	\$ 30.24	\$ 30.84
After 29 years	Step 14	\$ 30.54	\$ 31.15	\$ 31.77

Grade 10	1 Year Each	FY26 (2%)	FY27 (2%)	FY28 (2%)
	Step 1	\$ 20.92	\$ 21.34	\$ 21.77
After 1 year	Step 2	\$ 21.73	\$ 22.16	\$ 22.60
After 2 years	Step 3	\$ 22.53	\$ 22.98	\$ 23.44
After 3 years	Step 4	\$ 23.33	\$ 23.80	\$ 24.28
After 4 years	Step 5	\$ 24.12	\$ 24.60	\$ 25.09
After 5 years	Step 6	\$ 24.93	\$ 25.43	\$ 25.94
After 6 years	Step 7	\$ 25.76	\$ 26.28	\$ 26.81
After 7 years	Step 8	\$ 26.53	\$ 27.06	\$ 27.60
After 8 years	Step 9	\$ 27.36	\$ 27.91	\$ 28.47
After 9 years	Step 10	\$ 27.61	\$ 28.16	\$ 28.72
After 10 years	Step 10	\$ 27.61	\$ 28.16	\$ 28.72
After 11 years	Step 10	\$ 27.61	\$ 28.16	\$ 28.72
After 12 years	Step 10	\$ 27.61	\$ 28.16	\$ 28.72
After 13 years	Step 10	\$ 27.61	\$ 28.16	\$ 28.72
After 14 years	Step 10	\$ 27.61	\$ 28.16	\$ 28.72
After 15 years	Step 11	\$ 28.54	\$ 29.11	\$ 29.69
After 16 years	Step 11	\$ 28.54	\$ 29.11	\$ 29.69
After 17 years	Step 11	\$ 28.54	\$ 29.11	\$ 29.69
After 18 years	Step 11	\$ 28.54	\$ 29.11	\$ 29.69
After 19 years	Step 11	\$ 28.54	\$ 29.11	\$ 29.69
After 20 years	Step 12	\$ 29.55	\$ 30.14	\$ 30.74
After 21 years	Step 12	\$ 29.55	\$ 30.14	\$ 30.74
After 22 years	Step 12	\$ 29.55	\$ 30.14	\$ 30.74
After 23 years	Step 12	\$ 29.55	\$ 30.14	\$ 30.74
After 24 years	Step 12	\$ 29.55	\$ 30.14	\$ 30.74
After 25 years	Step 13	\$ 30.60	\$ 31.21	\$ 31.83
After 26 years	Step 13	\$ 30.60	\$ 31.21	\$ 31.83
After 27 years	Step 13	\$ 30.60	\$ 31.21	\$ 31.83
After 28 years	Step 13	\$ 30.60	\$ 31.21	\$ 31.83
After 29 years	Step 14	\$ 31.52	\$ 32.15	\$ 32.79

Grade 11	1 Year Each	FY26 (2%)	FY27 (2%)	FY28 (2%)
	Step 1	\$ 21.62	\$ 22.05	\$ 22.49
After 1 year	Step 2	\$ 22.43	\$ 22.88	\$ 23.34
After 2 years	Step 3	\$ 23.24	\$ 23.70	\$ 24.17
After 3 years	Step 4	\$ 24.03	\$ 24.51	\$ 25.00
After 4 years	Step 5	\$ 24.84	\$ 25.34	\$ 25.85
After 5 years	Step 6	\$ 25.63	\$ 26.14	\$ 26.66
After 6 years	Step 7	\$ 26.44	\$ 26.97	\$ 27.51
After 7 years	Step 8	\$ 27.21	\$ 27.75	\$ 28.31
After 8 years	Step 9	\$ 28.05	\$ 28.61	\$ 29.18
After 9 years	Step 10	\$ 28.32	\$ 28.89	\$ 29.47
After 10 years	Step 10	\$ 28.32	\$ 28.89	\$ 29.47
After 11 years	Step 10	\$ 28.32	\$ 28.89	\$ 29.47
After 12 years	Step 10	\$ 28.32	\$ 28.89	\$ 29.47
After 13 years	Step 10	\$ 28.32	\$ 28.89	\$ 29.47
After 14 years	Step 10	\$ 28.32	\$ 28.89	\$ 29.47
After 15 years	Step 11	\$ 29.31	\$ 29.90	\$ 30.50
After 16 years	Step 11	\$ 29.31	\$ 29.90	\$ 30.50
After 17 years	Step 11	\$ 29.31	\$ 29.90	\$ 30.50
After 18 years	Step 11	\$ 29.31	\$ 29.90	\$ 30.50
After 19 years	Step 11	\$ 29.31	\$ 29.90	\$ 30.50
After 20 years	Step 12	\$ 30.35	\$ 30.96	\$ 31.58
After 21 years	Step 12	\$ 30.35	\$ 30.96	\$ 31.58
After 22 years	Step 12	\$ 30.35	\$ 30.96	\$ 31.58
After 23 years	Step 12	\$ 30.35	\$ 30.96	\$ 31.58
After 24 years	Step 12	\$ 30.35	\$ 30.96	\$ 31.58
After 25 years	Step 13	\$ 31.48	\$ 32.11	\$ 32.75
After 26 years	Step 13	\$ 31.48	\$ 32.11	\$ 32.75
After 27 years	Step 13	\$ 31.48	\$ 32.11	\$ 32.75
After 28 years	Step 13	\$ 31.48	\$ 32.11	\$ 32.75
After 29 years	Step 14	\$ 32.42	\$ 33.07	\$ 33.73

Grade 12	1 Year Each	FY26 (2%)	FY27 (2%)	FY28 (2%)
	Step 1	\$ 22.27	\$ 22.72	\$ 23.17
After 1 year	Step 2	\$ 23.10	\$ 23.56	\$ 24.03
After 2 years	Step 3	\$ 23.94	\$ 24.42	\$ 24.91
After 3 years	Step 4	\$ 24.75	\$ 25.25	\$ 25.76
After 4 years	Step 5	\$ 25.59	\$ 26.10	\$ 26.62
After 5 years	Step 6	\$ 26.40	\$ 26.93	\$ 27.47
After 6 years	Step 7	\$ 27.23	\$ 27.77	\$ 28.33
After 7 years	Step 8	\$ 28.03	\$ 28.59	\$ 29.16
After 8 years	Step 9	\$ 28.89	\$ 29.47	\$ 30.06
After 9 years	Step 10	\$ 29.17	\$ 29.75	\$ 30.35
After 10 years	Step 10	\$ 29.17	\$ 29.75	\$ 30.35
After 11 years	Step 10	\$ 29.17	\$ 29.75	\$ 30.35
After 12 years	Step 10	\$ 29.17	\$ 29.75	\$ 30.35
After 13 years	Step 10	\$ 29.17	\$ 29.75	\$ 30.35
After 14 years	Step 10	\$ 29.17	\$ 29.75	\$ 30.35
After 15 years	Step 11	\$ 30.19	\$ 30.79	\$ 31.41
After 16 years	Step 11	\$ 30.19	\$ 30.79	\$ 31.41
After 17 years	Step 11	\$ 30.19	\$ 30.79	\$ 31.41
After 18 years	Step 11	\$ 30.19	\$ 30.79	\$ 31.41
After 19 years	Step 11	\$ 30.19	\$ 30.79	\$ 31.41
After 20 years	Step 12	\$ 31.26	\$ 31.89	\$ 32.53
After 21 years	Step 12	\$ 31.26	\$ 31.89	\$ 32.53
After 22 years	Step 12	\$ 31.26	\$ 31.89	\$ 32.53
After 23 years	Step 12	\$ 31.26	\$ 31.89	\$ 32.53
After 24 years	Step 12	\$ 31.26	\$ 31.89	\$ 32.53
After 25 years	Step 13	\$ 32.42	\$ 33.07	\$ 33.73
After 26 years	Step 13	\$ 32.42	\$ 33.07	\$ 33.73
After 27 years	Step 13	\$ 32.42	\$ 33.07	\$ 33.73
After 28 years	Step 13	\$ 32.42	\$ 33.07	\$ 33.73
After 29 years	Step 14	\$ 33.39	\$ 34.06	\$ 34.74

Grade 13	1 Year Each	FY26 (2%)	FY27 (2%)	FY28 (2%)
	Step 1	\$ 23.58	\$ 24.05	\$ 24.53
After 1 year	Step 2	\$ 24.37	\$ 24.86	\$ 25.36
After 2 years	Step 3	\$ 25.18	\$ 25.68	\$ 26.19
After 3 years	Step 4	\$ 25.98	\$ 26.50	\$ 27.03
After 4 years	Step 5	\$ 26.81	\$ 27.35	\$ 27.90
After 5 years	Step 6	\$ 27.58	\$ 28.13	\$ 28.69
After 6 years	Step 7	\$ 28.37	\$ 28.94	\$ 29.52
After 7 years	Step 8	\$ 29.18	\$ 29.76	\$ 30.36
After 8 years	Step 9	\$ 29.97	\$ 30.57	\$ 31.18
After 9 years	Step 10	\$ 30.27	\$ 30.88	\$ 31.50
After 10 years	Step 10	\$ 30.27	\$ 30.88	\$ 31.50
After 11 years	Step 10	\$ 30.27	\$ 30.88	\$ 31.50
After 12 years	Step 10	\$ 30.27	\$ 30.88	\$ 31.50
After 13 years	Step 10	\$ 30.27	\$ 30.88	\$ 31.50
After 14 years	Step 10	\$ 30.27	\$ 30.88	\$ 31.50
After 15 years	Step 11	\$ 31.33	\$ 31.96	\$ 32.60
After 16 years	Step 11	\$ 31.33	\$ 31.96	\$ 32.60
After 17 years	Step 11	\$ 31.33	\$ 31.96	\$ 32.60
After 18 years	Step 11	\$ 31.33	\$ 31.96	\$ 32.60
After 19 years	Step 11	\$ 31.33	\$ 31.96	\$ 32.60
After 20 years	Step 12	\$ 32.45	\$ 33.10	\$ 33.76
After 21 years	Step 12	\$ 32.45	\$ 33.10	\$ 33.76
After 22 years	Step 12	\$ 32.45	\$ 33.10	\$ 33.76
After 23 years	Step 12	\$ 32.45	\$ 33.10	\$ 33.76
After 24 years	Step 12	\$ 32.45	\$ 33.10	\$ 33.76
After 25 years	Step 13	\$ 33.63	\$ 34.30	\$ 34.99
After 26 years	Step 13	\$ 33.63	\$ 34.30	\$ 34.99
After 27 years	Step 13	\$ 33.63	\$ 34.30	\$ 34.99
After 28 years	Step 13	\$ 33.63	\$ 34.30	\$ 34.99
After 29 years	Step 14	\$ 34.64	\$ 35.33	\$ 36.04

Grade 14	1 Year Each	FY26 (2%)	FY27 (2%)	FY28 (2%)
	Step 1	\$ 24.63	\$ 25.12	\$ 25.62
After 1 year	Step 2	\$ 25.42	\$ 25.93	\$ 26.45
After 2 years	Step 3	\$ 26.22	\$ 26.74	\$ 27.27
After 3 years	Step 4	\$ 27.03	\$ 27.57	\$ 28.12
After 4 years	Step 5	\$ 27.80	\$ 28.36	\$ 28.93
After 5 years	Step 6	\$ 28.63	\$ 29.20	\$ 29.78
After 6 years	Step 7	\$ 29.42	\$ 30.01	\$ 30.61
After 7 years	Step 8	\$ 30.23	\$ 30.83	\$ 31.45
After 8 years	Step 9	\$ 31.02	\$ 31.64	\$ 32.27
After 9 years	Step 10	\$ 31.33	\$ 31.96	\$ 32.60
After 10 years	Step 10	\$ 31.33	\$ 31.96	\$ 32.60
After 11 years	Step 10	\$ 31.33	\$ 31.96	\$ 32.60
After 12 years	Step 10	\$ 31.33	\$ 31.96	\$ 32.60
After 13 years	Step 10	\$ 31.33	\$ 31.96	\$ 32.60
After 14 years	Step 10	\$ 31.33	\$ 31.96	\$ 32.60
After 15 years	Step 11	\$ 32.40	\$ 33.05	\$ 33.71
After 16 years	Step 11	\$ 32.40	\$ 33.05	\$ 33.71
After 17 years	Step 11	\$ 32.40	\$ 33.05	\$ 33.71
After 18 years	Step 11	\$ 32.40	\$ 33.05	\$ 33.71
After 19 years	Step 11	\$ 32.40	\$ 33.05	\$ 33.71
After 20 years	Step 12	\$ 33.50	\$ 34.17	\$ 34.85
After 21 years	Step 12	\$ 33.50	\$ 34.17	\$ 34.85
After 22 years	Step 12	\$ 33.50	\$ 34.17	\$ 34.85
After 23 years	Step 12	\$ 33.50	\$ 34.17	\$ 34.85
After 24 years	Step 12	\$ 33.50	\$ 34.17	\$ 34.85
After 25 years	Step 13	\$ 34.69	\$ 35.38	\$ 36.09
After 26 years	Step 13	\$ 34.69	\$ 35.38	\$ 36.09
After 27 years	Step 13	\$ 34.69	\$ 35.38	\$ 36.09
After 28 years	Step 13	\$ 34.69	\$ 35.38	\$ 36.09
After 29 years	Step 14	\$ 35.73	\$ 36.44	\$ 37.17

## **APPENDIX B: PUBLIC EMPLOYEE COMMITTEE 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:**

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

**Effect of Agreement:**

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

**Savings Clause:**

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

**Scope and Modification:**

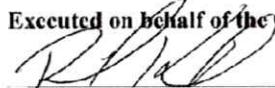
5. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

**Authorization to Sign Agreement:**

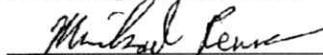
6. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

Dated: 3/7/12

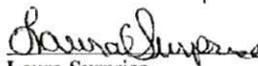
**Executed on behalf of the City of Westfield:**

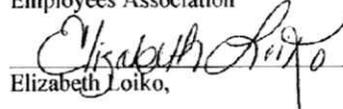
  
\_\_\_\_\_  
Daniel Knapik, Mayor

**Public Employee Committee:**

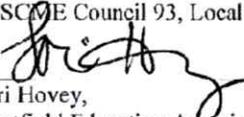
  
\_\_\_\_\_  
Michael Reuss,  
Westfield Public School Custodian Association

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

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

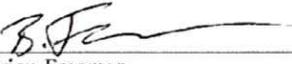
  
\_\_\_\_\_  
Elizabeth Loiko,

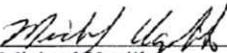
AFSCME Council 93, Local 346

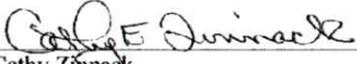
  
Lori Hovey,  
Westfield Education Association

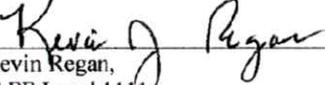
  
Patricia Maher,  
Westfield Lunch Association

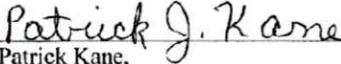
  
Geana Delisle,  
Westfield Cafeteria Managers Association

  
Brian Freeman,  
Westfield Patrol Officers Coalition (Patrolmen)

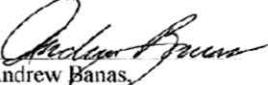
  
Michael Ugolik,  
IBPO, Local 574S (Supervisors)

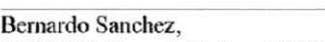
  
Cathy Zinnack,  
Westfield Emergency Telecommunications  
Dispatchers

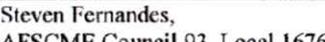
  
Kevin Regan,  
IAFF Local 1110

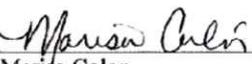
  
Patrick Kane,  
Westfield Fire Department Supervisors  
Association

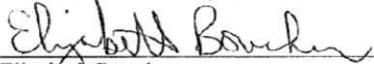
IBEW AFL-CIO & CFL Local 455

  
Andrew Banas,  
Westfield Gas & Electric Management Guild

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

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

  
Marisa Colon,  
AFSCME Council 93, Local 1676

  
Elizabeth Boucher,  
Retiree Representative

## **APPENDIX C: VOLUNTARY DONATION OF SICK LEAVE**

### **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.
2. The donating employee shall specify the employee to receive the value of the donation.
3. 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 he/she becomes ineligible to participate in the program.
4. 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 no income and incurs no tax deductible expense or loss, either upon donation or payment to the recipient.
5. The City will not inform the recipient of the names of those donating days or the number of days donated.
6. 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. his/her 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.
7. Once a donation has been processed, neither the donor nor the recipient may revoke the transaction, even if it has not yet been paid.
8. 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 return to the donor.

**ADMINISTRATIVE RESPONSIBILITY:** The Personnel Department shall be responsible for implementing and maintaining this program.

**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 the employee I have identified below:

**EMPLOYEE TO RECEIVE DONATION:**

Name:	Department:

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):

\_\_\_\_\_  
(Last, First)

Donor's Social Security Number:

\_\_\_\_\_

Donor's Department:

\_\_\_\_\_

Donor's Signature:

\_\_\_\_\_

***Return Form to Personnel Office***

**APPENDIX D: PERFORMANCE EVALUATION**

**PERFORMANCE EVALUATION FOR AFSCME-35 HOUR EMPLOYEES**

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

<u>RATING:</u>	<u>DEFINITION FOR RATING TO BE APPLIED:</u>
*Superior	Accomplished all goals or performed tasks and excels in a substantial manner
Above Standard	Performs all tasks above departmental standards
Good (Standard)	Average performance; meets departmental needs
*Fair	Below average performance needing improvement
*Unsatisfactory	Many goals unrealized or many tasks not performed
Not Applicable	Not applicable to the job

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

	S U P E R I O R	A B O V E  S T A N D A R D	G O O D	F A I R	U N S A T I S F A C T O R Y	N O T  A P P L I C A B L E
QUALITY AND QUANTITY OF WORK						
A. Demonstrates knowledge of the job						
B. Amount of work accomplished						
C. Performs work with accuracy						
D. Work is neat and presentable						
E. Work is thorough						
F. Organizes work appropriately						

SUPERVISOR'S COMMENTS:
EMPLOYEE'S COMMENTS:

		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
<b>WORK HABITS</b>							
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
<b>WORK ATTITUDES</b>							
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

