

MEMORANDUM OF AGREEMENT
("Re-Hire")

The City of Westfield (hereinafter referred to as the "City") and the United Public Service Employees Union (UPSEU) (hereinafter referred to as the "Union"), the collective bargaining agent through its duly authorized President, in consideration of the mutual covenants contained herein agree as follows:

WHEREAS, the City seeks to rehire a former full-time dispatcher (Jailyne Claudio). The Union and the City seek to have the "rehired" employee receive certain benefits she would not be entitled to under the current Collective Bargaining Agreement.

ACCORDINGLY, in consideration of the mutual agreement herein contained and to promote good and harmonious relations among the parties, the parties agree the following:

- 1.) The employee's start date will be: 01 / 19 / 2021 ;
- 2.) The employee will be given credit for time of service to one year and ten months;
- 3.) The employee will be paid at a Step 2 (\$1,607.05 bi-weekly) and have two (2) weeks vacation;
- 4.) On 03 / 19 / 2021 the employee will reach her two (2) year anniversary and move to a Step 3 (\$1,671.53 bi-weekly);
- 5.) The employee's artificial hire date shall be 03 / 19 / 2019.

This Agreement shall not constitute a past practice between the parties. The parties acknowledge that this Agreement shall not be precedent setting and will not be raised or cited by it or used involving any labor dispute, and / or for any grievance, arbitration, or civil service litigation involving union employees. This agreement is for the benefit of the above named party and no other employee in the WPMEA or any other City employee. This Agreement shall not constitute a past practice between the parties nor compel or require the City of Westfield to consider a similar arrangement for any like situated employee(s). Further, the Union expressly agrees that it will not grieve nor seek Arbitration except as to disputes arising out of the subject matter of this Agreement.

IN WITNESS WHEREOF, The parties hereunto set their hands and seal on this the 14th day of December, 2020.

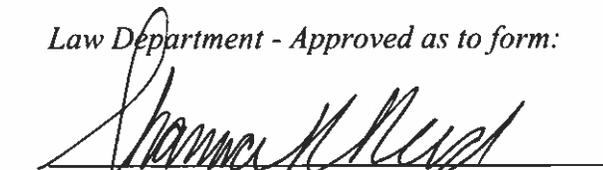
FOR THE CITY OF WESTFIELD

FOR UPSEU


Donald F. Humason, Jr., Mayor
Date: 12/29/2020


Christine Gustafson, President
Date: 12/16/20

Law Department - Approved as to form:


Date: 12-29-2020

Memo

To: Christine Gustafson, Union President
From: Jane F. Sakiewicz, Personnel Director
Date: February 13, 2019
Re: Memorandum of Agreement

Attached for your files, please find an original copy of the fully executed Memorandum of Agreement - Use of Per Diem Dispatchers.

If you have any questions, please let me know.

Jane F. Sakiewicz, PHR, IPMA-CP
Personnel Director

Attachment

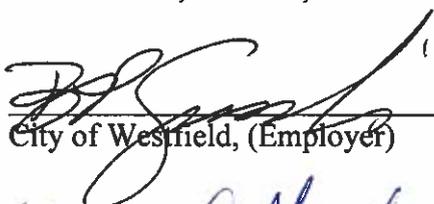
Cc: Nina Barszcz
Joanne Lemelin
Lynn Robienciezak
Jeffrey Krok, Labor Counsel

MEMORANDUM OF AGREEMENT
Use of Per Diem Dispatchers

This Agreement is entered into this 4th day of February, 2019, by and between United Public Service Employees Union ("Union"), acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield or his designee ("City"), for the following purposes:

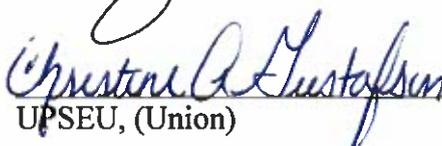
1. The Employer will offer unit members overtime hours as they emerge according to the current practice as described in the parties' collective bargaining agreement under "Article X: Overtime," except that in the case where all full-time dispatchers have voluntarily declined an overtime opportunity, the employer may proceed to its per diem roster to fill these work hours. In the event no per diem employees are available, the shift will be filled by forced overtime as prescribed under the collective bargaining agreement.
2. Once a per diem has agreed to accept a shift assignment, the per diem cannot be removed or "bumped" from the assignment by a dispatcher seeking to work voluntary overtime.
3. Pursuant to the already existing collective bargaining agreement under "Article X: Overtime, Section 5: Per Diems," the City will be allowed to replace a full-time dispatcher with a per diem during a long term absence (defined as twenty (20) calendar days) without first offering the vacant shifts to unit members as described in paragraph 1 of this agreement.
4. Parties agree with the following wage effective on January 1, 2019:
 - a. Per diem dispatcher in the training program: \$18.00/hour
 - b. Per diem dispatcher completed training: \$20.00/hour
5. Parties agree to meet and discuss updating this agreement as needed upon advanced written notice in the future.
6. This constitutes the full agreement of the parties. Nothing contained herein shall alter or effect any other terms and conditions of the current Collective Bargaining Agreement between the City and the Union.

EXECUTED, DATED, AND SEALED BY THE PARTIES AS FOLLOWS:



City of Westfield, (Employer)

2-12-19
Date



UPSEU, (Union)

2/8/19
Date



City of Westfield, Massachusetts

Karin Decker
Personnel Director

Tel : (413) 572-6207
Fax : (413) 562-3466

59 Court Street
Westfield, Massachusetts 01085-3577
E-Mail: k.decker@cityofwestfield.org

MEMORANDUM

DATE: May 24, 2016
TO: Christine Gustafson, Union President
FROM: Karin Decker, Personnel Director
SUBJECT: Memorandum of Agreement

Enclosed for your files, please find an original copy of the fully executed memorandum of agreement regarding the temporary procedures in order to address the staffing shortages. This agreement shall expire on August 1, 2016 unless extended by mutual agreement.

/aec

Enclosure

cc: Jeffery Krok, Labor Counsel
Deborah Strycharz, City Auditor
John Medley, Communications Administrator
John Connor, Union Representative
Robin Richard, Payroll

MEMORANDUM OF AGREEMENT

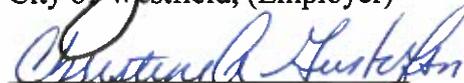
This Agreement is entered into this 24 day of ~~April~~^{May}, 2016, by and between United Public Service Employees Union, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield or his designee, for the following purposes:

1. The parties hereby recognize that there is a shortage of dispatchers and as such agrees to the following temporary procedures in order to address staffing shortages on a short term basis. The Employer will expedite hiring of dispatchers with a target number of the 10 currently funded full-time dispatchers. The term of this agreement shall expire on August 1, 2016 unless extended by mutual agreement.
2. The employer will continue to be able to fill shift vacancies caused by the current FMLA leave on the 3rd shift by use of per diem employees in accordance with Article 10 of the parties CBA.
3. For all other vacancies, the employees may voluntarily sign up for any vacancies for the week following next from Sunday to Saturday. For example: on Friday April 29th, selections shall be made for the week of Sunday May 8th through Saturday May 14th. This process will continue on a weekly basis thereafter. On Saturday, the vacant shifts will be filled by the employer based upon seniority by the director or senior employee on duty in accordance to the CBA.
4. Any full-time employee who volunteers for and is awarded a shift may not subsequently withdraw his or her selection and must work the shift.
5. Any shift not filled by a full-time employee may then be offered to a per diem employee. In the event a shift is still vacant, the shift shall be filled through a "force" in accordance with past practice and the terms of the CBA. Once a per diem accepts a job, they cannot withdraw his/her selection. If they do need to withdraw, they must attempt to find a replacement or they will have to work the shift.
6. Once a per diem has agreed to accept a shift assignment, the per diem cannot be removed or "bumped" from the assignment by a dispatcher seeking to work voluntary overtime.
7. The Employer shall pay per diem at rates of 1.25x the base rate of a dispatcher for time worked. Current ETD base hourly rate is \$17.3943; therefore, per diem rate shall be \$21.7429/hour or \$173.94/full shift.

EXECUTED, DATED, AND SEALED BY THE PARTIES AS FOLLOWS:


City of Westfield, (Employer)

5-24-16
Date


UPSEU, (Union)

5/24/16
Date

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF WESTFIELD
AND THE UNITED PUBLIC SERVICE EMPLOYEES UNION (DISPATCHERS)
November 14, 2014**

Subject to ratification by the United Public Service Employees Union - Massachusetts Division (UPSEU) and the Westfield City Council, the parties agree to the following amendments to the current collective bargaining agreement for the period July 1, 2014 through June 30, 2016.

1. Housekeeping- Make necessary name changes to reflect the new exclusive bargaining unit representative (UPSEU).
2. Article 3-Union Dues- insert UPSEU Agency service fee and Union Dues deduction forms.
3. Article 9-Meal periods- Meal periods shall be paid, however, dispatchers will be required to respond to emergencies during lunch period.
4. Article 10- Overtime- add the following language:

Forced Overtime:

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

The first five (5) overtime shifts worked by an employee during a calendar month, whether "voluntary" or "forced," shall be paid at time and one half. After the first five (5) overtime shifts, any subsequent "forced" overtime worked by an employee shall be paid at double time. Voluntary overtime worked during a calendar month shall be paid at time and one half. "Forced" overtime shall mean any work the employee is required to perform outside the employee's regularly scheduled work hours.

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

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

5. Article 11-Vacations- add the following language:

Vacation Selection

Employees will pick vacation twice per year on November 1st for the period January 1-June 30 and May 1st for the period July 1 - December 31. There shall be two (2) rounds of vacation picks during the selection period. During the first round, the order of vacation picks shall be by seniority with the employees with the greatest seniority picking first. Each employee shall be limited to twelve (12) vacation days during the first round. Once all employees have completed their first round selections, a second round will commence by seniority and the employee may, if they so choose, pick additional vacation days without limitation. Any vacation not chosen after the second round may be scheduled on a first come first serve basis until the next vacation selection date. No more than two (2) employees may be on vacation on any given day. Vacation leave may not be converted to time coming once the vacation day is selected.

6. Article 13 –Sick Leave-

- a. Limit sick leave accrual to one (1) day per month for new hires after ratification of this agreement;
- b. Limit maximum number of sick days accrued to 250 days for new hires after ratification of this agreement;
- c. Limit severance payment to maximum of 40 sick days for new hires after ratification of this agreement;
- d. *Beginning July 1, 2014, the City may decide on a case-by-case basis determined by the City and based on budgetary considerations, that severance amounts under this article can be made over a period of three (3) successive years following retirement. In the event that the City makes such a determination, the affected employee will be notified in writing by February 1st of the calendar year in which notice of retirement is made under this Article. In the event that the City triggers this provision, a payment can be made in the calendar year of retirement, as long as the requirements of this Article are satisfied. The Parties further agree that any unit member may elect to spread the severance payments under this Article over a period not to exceed three years, provided written notice of this intention is given to the City's Chief Financial Officer [Auditor] by February 1st (assuming the City does not notify the unit member of an intention to spread the severance payment over three fiscal years).*

7. Article 24- Wages-

- a. Wages shall be increased retroactively as follows:

2% July 1, 2014;
3% July 1, 2015;

- b. **Lead Dispatcher-** The parties hereby agree to the establishment of a "Lead Dispatcher" classification. Up to three (3) Lead Dispatchers (1 per shift) (Subject to employer's discretion and funding) will be compensated with a stipend of \$3500.00 per year payable in 26 installments in addition to their hourly pay rate. The Lead Dispatchers shall perform functions as described in the agreed posting and job descriptions. Lead Dispatchers will not cover open shifts on a shift they are working. A Lead Dispatcher may voluntarily or be forced to cover an open shift when they are not regularly scheduled to work in the same manner as other dispatchers.
8. **Article 26-Scope of Agreement-** delete the following "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."
9. **Article 27- Miscellaneous-**
- a. Amend paragraph "4" to state as follows: "Unit members may request compensatory time off, vacation leave or personal leave subject to the following limitation: voluntary time off (excluding sick leave) shall be limited to one (1) absence per shift and no more than two (2) absences per twenty-four (24) hour day. Written requests for leave above the 'one per shift, two per day' formula, may be approved in the sole discretion of the Public Safety Communication Center Administrator."
 - b. Amend paragraph "12" to reflect reimbursement of mileage at the IRS rate;
 - c. Add a paragraph "13" and insert "Indemnification Rights" language from UPSEU proposal;
 - d. The parties agree to the creation and involvement in a Other Post-Employment Benefits (OPEB) working group;
 - e. The parties agree to involvement in reconstituted safety committee (no language change needed).
 - f. Unless staffing levels dictate it necessary; no shift grouping may be staffed with more than one (1) employee who has less than one (1) year of certified ETD experience. In the event a vacancy requiring a transfer of an employee from one shift to another is required, the employee with the least seniority but with at least one year of certified ETD experience, shall be transferred to cover the vacant shift from the shift on a temporary basis. Once the least



senior employee has obtained 1 year of certified ETD experience, the transferred employee will revert back to their original shift if they so desire.

10. Article 31-Training Stipends- Effective upon ratification of this agreement, the EMT training stipend will be eliminated for new hires only.

Kenneth Decker
City of Westfield

Date: 3/17/15

Christopher A. Stefano
United Public Service Employees Union

Date: 3/17/15

[Signature]
Mayer

**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS,
LOCAL No. 727
And
CITY OF WESTFIELD**

Memorandum of Agreement

The City of Westfield (Employer), the International Brotherhood of Police Officers, Local No. 727 (Union) have arrived at the following settlement agreement, regarding the dispute concerning overtime distribution.

1. The Employer hereby recognizes that, at present, there is a dire shortage of dispatchers. The Employer also recognizes that the recent absence of two (2) dispatchers supplements this shortage, causing even a greater deficiency.
2. As a result, the Employer hereby agrees that it will hire at least one (1) permanent dispatcher as soon as possible. The Union and Employer agree the hiring shall be contingent upon approval and funding by both the Mayor and City Council.
3. Until January 15, 2013, the Employer and the Union jointly recognize that the current critical shortage of dispatchers amounts to an emergency situation, requiring a temporary yet urgent resolution. In recognition the state of emergency may last beyond the above stated the date, the Union and Employer agree an extension may be in order and will be renegotiated on or before January 15, 2013, if necessary.
4. To respond to the above-stated state of emergency, the Employer and the Union agree to fulfill dispatch hours as follows:

The Employer will offer dispatchers, as members of IBPO No. 727, overtime hours as they emerge according to the current practice of first, per "days off" and next, per "least money earned." If, after following this process, there is more than one employee eligible for overtime, the employer will offer the overtime to the more senior employee.

In the event the Employer has called dispatchers according to the above-stated process and said dispatchers have refused overtime work hours, the Employer will proceed to its per diem roster to fulfill these work hours.

In the event no employee from the per diem roster fulfill these work hours, then the Employer will "force" those overtime work hours back on to the bargaining unit via the above-stated current practice.

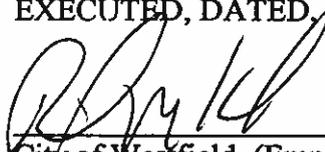
5. Either upon January 15, 2013 or if the Employer has hired, trained and certified at least one (1) permanent new hire, or renegotiated extension of this agreement,

whichever comes first, the Union will work fervently to resolve pending grievances concerning this overtime issue.

6. The Parties agree that this agreement is not for publication, nor shall it serve as precedent for any other case pending for any subsequent claims made in the future. To be clear, this agreement does not constitute a practice in any way, but is merely a prompt and amicable response to the emergency situation at hand. Certainly, this agreement remains enforceable in the appropriate forum in the event of breach.

7. The Parties further agree that the purpose of this settlement is to fully resolve the controversy between the parties.

EXECUTED, DATED, AND SEALED BY THE PARTIES AS FOLLOWS:



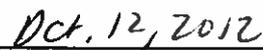
City of Westfield, (Employer)



Date



IBPO, (Union)



Date



City of Westfield, Massachusetts

Jeffrey R. Krok, Esq
Assistant Personnel Director

Tel : (413) 572-6207
Fax : (413) 562-3466

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

Date: July 10, 2012

To: Cathy Zinnack, Union President

From: Jeffrey Krok, Assistant Personnel Director



Re: Negotiation Proposal

Attached for your files, please find an original copy of the Negotiation Proposal for the Three Year Contract (July 1, 2011 – June 30, 2014).

/aec

Attachment

cc: Deborah Strycharz, City Auditor
Robert Dickson, Union Representative
Daniel M. Knapik, Mayor
John Medley, Communication Administrator



City of Westfield, Massachusetts

Jeffrey R. Krok, Esq.
Assistant Personnel Director

Tel : (413) 572-6207
Fax : (413) 562-3466

59 Court Street
Westfield, Massachusetts 01085-3577
E-Mail: j.krok@cityofwestfield.org

MEMORANDUM

DATE: October 17, 2012
TO: Christine Gustafson, Acting Union President
FROM: Jeffrey R. Krok, Assistant Personnel Director 
SUBJECT: Memorandum of Agreement

Enclosed for your files, please find an original copy of the fully executed memorandum of agreement regarding the dispute concerning overtime distribution.

JRK/aec

Enclosure

cc: Daniel M. Knapik, Mayor
Deborah Strycharz, City Auditor
John Medley, Communications Administrator
Robert Dickson, Union Representative

June 10, 2010
ETD's
City of Westfield
Agreement

Revised 6-10-2010

ARTICLE X: OVERTIME

5th paragraph, starting with: The standard work schedule---delete one hundred twenty eight (128) and replace with two hundred (200)
Add: and will be paid 100% value upon retirement or separation.

6th paragraph, add: time coming can be taken in one hour increments, with one hour being the minimum.

City Request:

Add: section #4: If a dispatcher has been absent for five (5) days and it has been determined that it will be a long term absence(defined as twenty (20) calendar days and not including vacation); the city will be allowed to replace the full-time dispatcher with a per diem dispatcher during that period of absence.

ARTICLE XIII: SICK LEAVE

City Request:

Section 10: Add: With advanced retirement notification and the severance pay out plan the employee will have the ability to buy back an additional ten (10) days (if you have the days on the books) of severance pay upon separation.

ARTICLE XXIV: CALSSIFICATION PLAN AND PAY RATES

2nd paragraph delete: after giving the Association a sixty (60) day notice of its intent.
Replace with: and direct deposit.

City Request:

Add paragraph 4: The Union agrees to a three (3) day furlough plan (2011 furlough plan), three days of pay for five (5) days of severance pay upon separation. Because of the Public Safety nexus the three days pay will be taken from the first three holidays of the 2011 fiscal year (Independence Day, Labor Day and Columbus Day.)

Add paragraph 5: The City is requesting advanced retirement notice (by December 31 of the previous fiscal year) and the option to pay severance over a three year period. In return the City will allow employees to buy back an additional ten (10) days (must have the days on the books) of severance pay upon separation.

ARTICLE XXVII: MISCELLANEOUS PROVISIONS

Section 14: Add: The parties also agree that when a dispatcher attends an authorized training outside of the city for which he/she has been approved by the Chief or the Chief's designee to spend at least one over night away from home, that dispatcher is entitled to thirty-five (\$35) dollars per day for meal expenses without receipts.

Section 15: Add: Extend the agreement for Daniel Lorenzatti (lay-off)

Section 16: Add: The City agrees to no lay-offs in FY 2011.

Section 17: Add: The City agrees that all step raises will be granted.

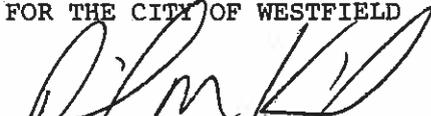
Section 18: Add: In the event that a dispatcher must work an entire shift alone, that dispatcher will be given an additional three (3) hours of time coming.

Three year contract: 1st year 0%, second year economic opener in February, third year economic opener in February.

Furlough defined: For Public Safety purposes actual time off can not be allowed. The furlough (loss of pay) will be tied into Holiday Compensation.

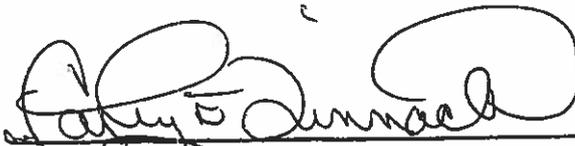
G.L. c. 32 section 4(1)(c), when a member takes an unpaid leave or furlough, the retirement board has the option of granting up to one month of creditable service to that member.

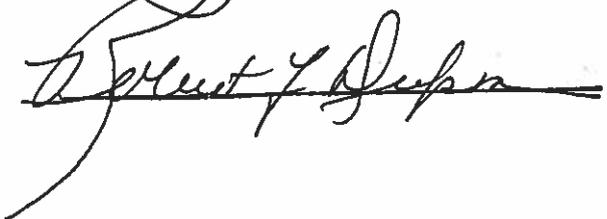
FOR THE CITY OF WESTFIELD



Daniel M. Knapik, Mayor

FOR THE WESTFIELD EMERGENCY TELECOMMUNICATION DISPATCHERS







City of Westfield, Massachusetts

Richard A. Merchant
Personnel Director

Tel : (413) 572-6207
Fax : (413) 562-3466

59 Court Street
Westfield, Massachusetts 01085-3577
E-Mail: r.merchant@cityofwestfield.org

MEMORANDUM

DATE: July 9, 2010
TO: Cathy Zinnack, Union President
FROM: Richard A. Merchant, Personnel Director
SUBJECT: Personal Service Agreement

Attached please find your copy of the Westfield Emergency Telecommunications Dispatchers' Memorandum of Agreement effective July 1, 2010.

RAM/aml

Attachment

cc: Daniel M. Knapik, Mayor
Deborah Strycharz, City Auditor
John Camerota, Police Chief
Robert Dickson, Union Representative

June 10, 2010
ETD's
City of Westfield
Agreement

Revised 6-10-2010

ARTICLE X: OVERTIME

5th paragraph, starting with: The standard work schedule----delete one hundred twenty eight (128) and replace with two hundred (200) Add: and will be paid 100% value upon retirement or separation.

6th paragraph, add: time coming can be taken in one hour increments, with one hour being the minimum.

City Request:

Add: section #4: If a dispatcher has been absent for five (5) days and it has been determined that it will be a long term absence(defined as twenty (20) calendar days and not including vacation); the city will be allowed to replace the full-time dispatcher with a per diem dispatcher during that period of absence.

ARTICLE XIII: SICK LEAVE

City Request:

Section 10: Add: With advanced retirement notification and the severance pay out plan the employee will have the ability to buy back an additional ten (10) days (if you have the days on the books) of severance pay upon separation.

ARTICLE XXIV: CALSSIFICATION PLAN AND PAY RATES

2nd paragraph delete: after giving the Association a sixty (60) day notice of its intent. Replace with: and direct deposit.

City Request:

Add paragraph 4: The Union agrees to a three (3) day furlough plan (2011 furlough plan), three days of pay for five (5) days of severance pay upon separation. Because of the Public Safety nexus the three days pay will be taken from the first three holidays of the 2011 fiscal year (Independence Day, Labor Day and Columbus Day.)

Add paragraph 5: The City is requesting advanced retirement notice (by December 31 of the previous fiscal year) and the option to pay severance over a three year period. In return the City will allow employees to buy back an additional ten (10) days (must have the days on the books) of severance pay upon separation.

ARTICLE XXVII: MISCELLANEOUS PROVISIONS

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

- a. Up to three (3) Lead ETD positions (hereinafter "Lead") may be offered. Positions are contingent on funding, staffing needs, and employee qualifications.
- b. Any Lead will be active for, and limited to, a one (1) year term. Leads will be eligible for renewal each year, but renewal will need approval of the Director. Appointment of a Lead will be subject to the appointment process as if it were a newly created Lead vacancy.
- c. Lead dispatcher positions will only be offered depending on staffing levels. A minimum of nine (9) full time ETDs must be on staff and operational prior to a Lead position being utilized. Once awarded as a Lead, employee maintains the Lead status regardless of staffing levels, subject to terms of paragraph b.
- d. Specifically for, but not limited to, this Article, newly hired ETDs who are completing necessary training are not considered as eligible minimum staffing for the purposes of calculating Lead vacancies. An ETD must complete any/all new hire training to be considered one (1) of the nine (9) minimum staffers necessary to allow Lead positions to open.
- e. The parties understand the Lead dispatcher is an added designation, meaning the Lead dispatcher is still considered an ETD for all intents and purposes and will retain their M.G.L. c. 31 (Civil Service) rights, duties and privileges regardless of the addition or subtraction of Lead designation.
- f. Lead Dispatcher positions will be offered based on seniority of ETDs with proper qualifications. Leads will be limited in staff to one (1) per shift (day, evening, overnight). The parties have reviewed and approved the Lead Dispatcher Job Description as of the signing of the 2014 collective bargaining agreement. Any amendments to the Lead Dispatcher job description must be approved by the Union prior to becoming effective. Lead bidding will ordinarily be offered in conjunction with ETD bidding.
- g. Lead positions are limited to one (1) per group (A, B, and C) and will operate following the ETD 4-2 schedule. Leads will ordinarily be staffed in the following priority: evening shift first, day shift second, overnight shift third. As additional lead positions become available, the Lead positions may be re-bid on the basis of seniority. Lead Dispatchers are prohibited from working with other Lead Dispatchers on other shifts (for example, if first lead is on Group A, only Groups B or C is available for the second lead).
- h. Assigned Lead Dispatcher Responsibilities (per job description) will be dispersed amongst the total number of leads. For example: One responsibility is training records. With one lead, all of the training records responsibilities fall on that lead, with two or three leads, those responsibilities are dispersed as fairly and equitably as possible within the discretion of the Director.
- i. Leads shall be eligible for overtime (forced and voluntary) for any vacancy not on the regular shift. The Lead working on overtime shall be responsibility for call taking responsibilities only; however, nothing shall prohibit the Lead from working on Lead duties while working on ETD overtime, provided the Lead is acting as a fully functioning during that shift.



- j. Any ETD with the Lead Dispatcher shall obtain a \$3,500.00 stipend, annualized on a fiscal year basis. The stipend shall be prorated for time served in the Lead position.

CTK
(10)



City of Westfield, Massachusetts

Helen M. Bowler
Personnel Director

Tel : (413) 572-6207
Fax : (413) 562-3466

59 Court Street
Westfield, Massachusetts 01085-3577
E-Mail: h.bowler@mail.ci.westfield.ma.us

MEMORANDUM

DATE: July 19, 2006
TO: Cathy Zinnack, Union President
FROM: Helen M. Bowler, Personnel Director *HMB*
SUBJECT: Memorandum of Agreement

For your files, enclosed please find the fully executed memorandum of agreement regarding ETD's working as Special Officers.

HMB/aml

Enclosure

cc: Richard K. Sullivan, Jr., Mayor
John Camerota, Police Chief
Deborah Strycharz, City Auditor
Jonathan Tuttle, Union Representative

MEMORANDUM OF AGREEMENT

This memorandum of agreement is dated this _____ day of July, 2006 by and between the City of Westfield and AFSCME Council 93 Local 346 (Emergency Telecommunication Dispatchers) for the purpose of amending the current 2004-07 collective bargaining agreement, as follows:

1. It is agreed to by the parties that, to the extent it does not interfere with their regular job responsibilities, employees hired as Emergency Telecommunication Dispatchers, who are otherwise qualified to perform the job, may be hired as Special Police Officers by the Westfield Police Department.
2. Such employees shall be compensated at the hourly rate so authorized for others similarly situated performing outside details.
3. This constitutes full and complete settlement of this issue and shall be incorporated into any successor agreement between the parties, unless modified or changed by mutual agreement of the parties in writing.

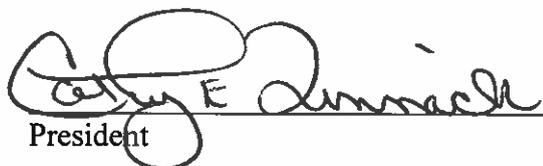
FOR THE CITY OF WESTFIELD



Mayor

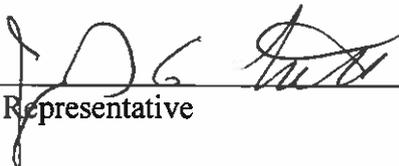
Date: _____

FOR AFSCME, LOCAL 346 (Dispatchers)



President

Date: 7-18-06



Staff Representative

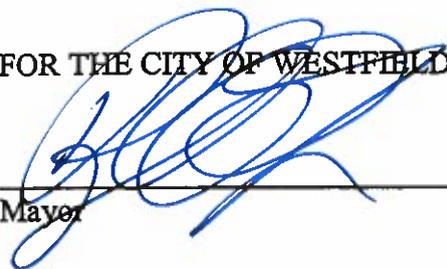
Date: 07.05.06

MEMORANDUM OF AGREEMENT

This memorandum of agreement is dated this _____ day of August, 2006 by and between the City of Westfield and AFSCME Council 93 Local 346 (Emergency Telecommunication Dispatchers) for the purpose of amending the current 2004-07 collective bargaining agreement, as follows:

1. It has been agreed to by the parties that members of the bargaining unit may be assigned as special police officers. In further clarification of that agreement, the parties have discussed the applicability of certain sections of the General Laws to the
2. If any bargaining unit member is assigned as a special police officer, pursuant to this agreement, and is injured as a result of performance of the duties of a special officer, he/she shall be eligible for benefits under the provisions of M.G.L. c. 41 Section 111F. In all other instances, the provisions of the Workers Compensation Law shall apply to any injury of a bargaining unit member arising out of and in the course of employment with the City of Westfield.
3. This constitutes full and complete settlement of this issue and shall be incorporated into any successor agreement between the parties, unless modified or changed by mutual agreement of the parties in writing. Should a court or tribunal of competent jurisdiction reach a contrary conclusion to the above interpretation of the General Laws, then the provisions of paragraph two shall be rendered null and void.

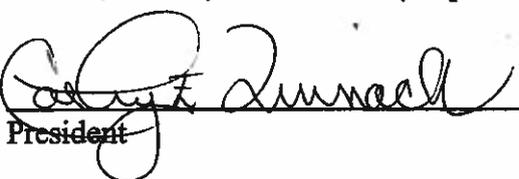
FOR THE CITY OF WESTFIELD



Mayor

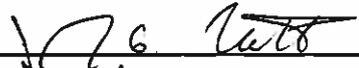
Date: _____

FOR AFSCME, LOCAL 346 (Dispatchers)



President

Date: 8-7-06



Staff Representative

Date: 08.03.06