City of Westfield

and

WPMEA

Successor Agreement

1. Three year contract, with a cost of living adjustment of 1% effective July 1, 2019, 2% effective July 1, 2020, and 2% effective July 1, 2021.

2. Effective July 1, 2019, the following positions will be reclassified. The parties agree step movement for the positions listed below shall be amended to July 1, 2019, at the step specifically listed, and unit members holding the positions listed on the grid shall not obtain step movement until July 1, 2020 and then following the collective bargaining agreement thereafter. The following chart contains the positions, old grade, new grade, and current step of the unit member in the position, but is exclusive of the 1% cost of living adjustment represented in paragraph 1 of this agreement:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Old Grade</th>
<th>New Grade</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Assessor (D.L.)</td>
<td>ADH-E</td>
<td>ADH-C</td>
<td>4</td>
</tr>
<tr>
<td>Assistant Assessor (A.F.)</td>
<td>ADH-E</td>
<td>ADH-C</td>
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<td>Assistant City Engineer</td>
<td>ADH-B</td>
<td>AD-AA</td>
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<td>City Clerk</td>
<td>DH-C</td>
<td>DH-B</td>
<td>5</td>
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<tr>
<td>Superintendent of Buildings</td>
<td>DH-C</td>
<td>DH-B</td>
<td>5</td>
</tr>
<tr>
<td>City Assessor</td>
<td>DH-C</td>
<td>DH-B</td>
<td>5</td>
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<tr>
<td>COA Executive Director</td>
<td>DH-C</td>
<td>DH-B</td>
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<tr>
<td>Veterans Coordinator</td>
<td>DIR-B</td>
<td>DH-E</td>
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<tr>
<td>Water Systems Engineer</td>
<td>ADH-A</td>
<td>AD-AA</td>
<td>5</td>
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</tbody>
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3. Amend Article XIII, accrued vacation, as follows:
   a. Dept. Head shall receive 3 weeks' vacation upon hire;
   b. Non-Dept. Head WPMEA members shall be entitled to take 1 week of vacation after 6 months of hire;
   c. Not forgoing the above, the Mayor, at his discretion, may allow for a permanent increase of one additional week of vacation for any unit member in advance of their regular accrual allotment one time during the life of their employment. Thereafter a unit member shall not be eligible for additional vacation increases outside of the ordinary accrual increases.

4. Remove agency service fee language from CBA.

5. Amend Article XV Holidays to authorize unit members to take their birthday within the pay period which the calendar birthday date falls.

6. Amend Article VIII Grievance Procedure as follows:
   1. A grievance shall be defined as a dispute between any WPMEA members or any WPMEA member and management, including all Boards, Commissions and City Council
employee and management as to the interpretation, application, or administration of the provisions of the collective bargaining Agreement.

NEW 7. The City and the WPMEA agree that each employee shall be treated with respect and dignity. Verbal abuse, threats, or harassment will not be tolerated. The parties are committed to a work atmosphere characterized by "professional courtesy" and believe that it is the responsibility of all to treat everyone involved with dignity and respect. No derogatory comments shall be made to or about any employee. Failing the aforesaid appropriate recourse shall be provided.

7. Article XI Protective Clothing
1. If any employee is required to wear protective clothing, which shall include but is not necessarily limited to boots and other requirements of OSHA compliance, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the City, at the City’s sole cost and expense. The cost of maintaining the uniform or protective clothing in proper working condition shall also be paid by the City and shall not be unreasonably withheld. The Requirement of the protective clothing shall not be limited to a set job description but instead shall be a requirement to do the job, i.e., if a unit member visits construction sites where the contractor is governed by OSHA then this shall apply. In addition if a unit member supervises employees that are required to wear protective clothing than that unit member shall also be afforded protective clothing.

2. Reopener to solidify which protective clothing items are required of unit members, including potentially updating job description to clarify which clothing is necessary, to be completed by the parts no later than April 1, 2020

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

9. Amend Article XII Salary, Section 4:
   Individuals employed by the City who receive promotions which cause them to become unit members shall enter the Classification and Wage Schedule at a Step within the designated Grade which has been successfully negotiated between the employee, department head and Administration and may move into succeeding steps on their anniversary date. Anniversary date, for the purposes of step movement, shall mean the date of entrance into the Association.

10. Amend Article XXV, Section B:

   The City will pay to the sponsoring organization or reimburse the employee the actual cost of each seminar or course taken which qualifies to meet the continuing education requirement up to a maximum of five hundred dollars ($500.00) in each fiscal year. The City shall allow each employee leave with pay from his/her regular job duties to attend such continuing education events up to a maximum of fourteen (14) hours of leave per fiscal year. The City shall reimburse at the mileage reimbursement rate set forth in Article XI the travel costs associated with attendance at a qualified continuing education event not to exceed fifty dollars ($50.00) per fiscal
year for each employee but only in the event that the employee uses his/her personal motor vehicle to attend the event(s). Proof satisfactory to the employer of attendance at such events and compliance herewith shall be submitted as required. In the event that the employee has good reason to exceed the maximums stated herein, application shall be made in advance to the Personnel Director with such supporting documentation as he/she may require.

11. Strike Article XXV, Section C.
12. Parties agree to form a LMC to review the following items:
   a. Add PSA's to the WPMEA (with acknowledged possibility of unit members coming out of unit and onto PSA)
   b. Possible adoption of succession planning for some Departments, making true assistant department heads. Departments specifically to look at:
      i. Building
      ii. Assessor
      iii. City Clerk
      iv. Health
      v. Engineering
      vi. Community Development
   c. Article XXIV Evaluation, change this to become self-evaluations
   d. Review of Collins Center
   e. Potential Summer hours program – working to summer 2020 adoption, potential trial period during summer of 2019, agree to meet with City and Clerical Union (AFSCME 35) to negotiate implementation.

For the City:  

[Signature]
Brian Sullivan, Mayor

Dated 10-1-19

For the Union:

[Signature]
Ashle Felix, President

Dated 9-27-19
MEMORANDUM OF AGREEMENT

This Agreement is entered into this _______ day of June, 2019, by and between City of Westfield hereinafter “City”, a municipal corporation, as the employer by and through its duly authorized Mayor and The Westfield Professional Municipal Employee Association, hereinafter “WPMEA”, through its duly authorized President, for the purposes of amending the collective bargaining agreement between the parties as follows:

1. Pursuant to the previously executed successor agreement of 2016-2019, the parties hereby agree to move the following positions onto the WPMEA wage schedule, as follows, with effective dates for each position of July 1, 2019. The parties agree step movement for the positions listed below shall be amended to July 1, 2019, at the step specifically listed, and unit members holding the positions listed on the grid shall not obtain step movement until July 1, 2020 and then following the collective bargaining agreement thereafter. 
   a. Public Nurse (Cassandra Laverty): DC-C, Step 3 $54,893.00
   b. Water Engineer (William Mayne): DC-C, Step 2 $50,183.00
   c. Water Engineer (Edward Boucher): DC-C, Step 2 $50,183.00

2. Parties agree to reclassify Veterans Coordinator.
   a. Parties agree to move the position of Veterans Coordinator. Effective July 1, 2019, from Director B scale to Department Head E scale
   b. Also effective July 1, 2019, Parties agree to replace the Department Head E wage scale with the Direct A scale
   c. The end result is that the Veterans Coordinator, effective July 1, 2019, shall be reclassified as DH-E, with the DH-E wages mirroring the Dir-A wages of the 2016-2019 CBA, exclusive of Cost of living adjustments.

3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

[Signature]
Brian Sullivan, Mayor
Dated: 6-11-19

FOR THE WPMEA

[Signature]
Union President, Ashlie Felix
Dated: 6-11-19

Dated: __________________________

Employee
Dated: __________________________
AGREEMENT BETWEEN

THE CITY OF WESTFIELD, MASSACHUSETTS

AND

WESTFIELD PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION

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AGREEMENT BETWEEN
THE CITY OF WESTFIELD, MASSACHUSETTS
AND
WESTFIELD PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION

July 1, 2010 – June 30, 2013

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

ARTICLE I: RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees of the City of Westfield certified as the bargaining unit in accordance with the election conducted by the State Labor Relations Commission on June 18, 1981. The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with such group or individual for the purpose of undermining the Association or changing any condition in this Agreement.

ARTICLE II: UNION REPRESENTATIVES

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

ARTICLE III: UNION DUES

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

**ARTICLE IV: AGENCY SERVICE FEE**

During the life of this Agreement and in conformance with applicable law, (M.G.L.Ch. 150E, Sec. 12.), every member of the bargaining unit who is not also a member of the Association shall pay, or by payroll deduction, shall have paid to the Association an Agency Service Fee that shall be one hundred percent (100%) of the then current rate of dues payable by a member of the said Association, exclusive of any special assessments; the Association having herein stipulated and agreed that the sum so payable is proportionately commensurate with the cost to the Association of collective bargaining and contract administration. Such fee so required to be paid shall be payable on or after the thirtieth (30th) day next following the beginning of employment of such bargaining unit member, or on or after the thirtieth (30th) day next following the date of signing of this Agreement, whichever shall be later. Such fee may be paid by payroll deduction if so authorized pursuant to a payroll agency fee deduction authorization as set forth herein. Insofar as such Agency Fee requirement is not in conflict with applicable law, the payment of such Agency Fee by any member of the bargaining unit who is not a member of W.P.M.E.A. shall be a condition of employment during the term of this Agreement. The Association, (W.P.M.E.A.) will indemnify, defend and hold the City and its agents harmless against any suit or other action instituted against the City and its agents on account of any check-off of Association dues (W.P.M.E.A.) or Agency Fee as required under this Agreement. The Association agrees to refund to the City any amount paid to it in error on account of the check-off and Agency Fee provision upon presentation of proper evidence thereof.
AUTHORIZATION FOR AGENCY FEE DEDUCTION

BY: ____________________________
   (Name of Employee)

TO: TREASURER, CITY OF WESTFIELD

Effective, ________________, I hereby authorize the City of Westfield to deduct from my wages each week the current Agency Service Fee of the Westfield Professional Municipal Employees Association (W.P.M.E.A.) and to transmit this amount to the treasurer of the Westfield Professional Municipal Employees Association (W.P.M.E.A.). I understand that this authorization is voluntary and that I may revoke this authorization by giving notice to the City with a copy to the Treasurer of the Association; it being further understood that such termination by me of said deduction may result in termination of my employment with the City of Westfield.

__________________________
(Employee’s signature)

__________________________
Employee’s address

ARTICLE V: DISCRIMINATION

The parties to this Agreement agree 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.

Further, the parties hereto recognize that the City of Westfield is an Affirmative Action/Equal Opportunity employer (M/F/H) and the Association recognizes the obligations of the City under such stated commitment.

ARTICLE VI: CIVIL SERVICE

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

ARTICLE VII: MANAGEMENT RIGHTS

The City, by becoming a signatory party to this Agreement, retains all authority it had prior to this Agreement, except where such authority is specifically abrogated by the language of the Agreement. The City's right to assign and transfer employees, direct employees in their service, and discipline or discharge employees continues to exist except where an individual clause of this Agreement, by clear language, specifically controls a given power.

ARTICLE VIII: GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute between an employee and management as to the interpretation, application, or administration of the provisions of the collective bargaining Agreement.

2. Whenever a unit member believes a grievance has arisen, he/she shall discuss the matter informally with his/her immediate supervisor with the view of reaching a resolution consistent with the terms of the Agreement. No agreement or resolution by or between the unit member and the immediate supervisor which shall be in conflict with the collective bargaining Agreement shall be considered valid and of any standing, and, no such agreement or resolution which shall not have received the approval of the City and the Association shall be valid or of any standing. Within ten (10) days of first knowledge of the matter giving rise to the grievance, or within ten (10) days of when the unit member should have been reasonably aware of said matter; and when no satisfactory answer consistent with the requirements recited herein shall have been received from the immediate supervisor, the unit member shall reduce the grievance to writing and submit the grievance to the Mayor or his/her designee.
3. The Mayor and/or his/her designee shall meet with the grievant within ten (10) days of receipt of the written grievance. The Association shall be entitled to representation at this stage and all subsequent stages of the grievance procedure. The Mayor or his/her designee shall, within ten (10) days following the meeting, render the City's response to the grievance in writing.

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

5. Any grievance not brought to the attention of management within twenty (20) days of the occurrence of the incident from which it arises shall be deemed waived.

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

ARTICLE IX: HOURS OF WORK

1. The parties agree that each bargaining unit member is a professional employee, and as such must fulfill the requirements of his/her position in as much time as he/she must work in order to perform the duties of his/her position.
2. Such work requirements include, but are not limited to:

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

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

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

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

6. The City recognizes and agrees that, due to the professional nature of the employment duties of unit members, hours of work cannot be predicted with certainty and, as a result, the definition of full-time is susceptible to modification. However, in no event shall any unit member work less than the heretofore thirty-five (35) hour minimum work week, subject to allowable vacation time and other absences as are permitted by the terms of the collective bargaining Agreement. It is acknowledged that time worked and heretofore considered as compensatory time hours, will performce add to the total weekly hours worked, which additional time worked is reflected as a trade-off in the salary schedule as adopted and included herein as Appendix "B".
7. Meal Times - Except in cases of emergency, employees who work a full day will be entitled to one (1) hour for meal purposes. Such meal time shall be scheduled during the hours most administratively convenient for that department.

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

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

**ARTICLE X: HEALTH AND WELFARE**

1. The City agrees to make available to unit members the opportunity to participate in the group insurance plan of the City of Westfield in accordance with the provisions of said plan in force and effect from time to time for other employees of the City of Westfield. The City will pay sixty-five (65%) percent of the cost of medical and hospitalization insurance as is provided in the plan. The City will pay sixty-five (65%) percent of the cost of Optional Medicare Extension Plan designed to complement Parts A and B of Medicare for eligible active retired employees over age sixty-five (65).

2. Effective July 1, 2007 the parties agree that employees should contribute thirty percent (30%) of the HMO-Network Blue plan (individual or family), twenty percent (20%) for HMO Value Plus plan (individual or family), thirty-five percent (35%) for the Blue Choice plan, (individual or family), thirty-five percent (35%) for the HNF PPO plan (individual or family). Eligible employees who begin work on or after July 1, 2007 shall be offered two (2) options for health insurance: HNE PPO at the 65/35 percent split and HMO Value Plus at 80/20 percent split. The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. A trust account will be established for employees on HMO Value Plus for reimbursement for hospitalization (up to five hundred dollars [$500] for individual and
one thousand dollars [$1,000] for family), the amount to be established each fiscal year upon recommendation by the City’s insurance consultant sufficient to meet this obligation.

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

ARTICLE XI: PROTECTIVE CLOTHING, LICENSE FEES, AND MILEAGE

1. 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 City, at the City’s sole cost and expense. The cost of maintaining the uniform or protective clothing in proper working condition shall also be paid by the City.

2. The City agrees to provide all the material, equipment, tools and special license fees required to perform the duties assigned to the employees covered by this Agreement.

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

ARTICLE XII: SALARY

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

2. Bargaining unit members shall progress on steps in the salary schedule on the anniversary date of employment.
3. Individuals employed by the City who receive promotions which cause them to become unit members shall enter the Classification and Wage Schedule at Step One within the designated Grade and may move into succeeding steps on their anniversary date. Upon recommendation of the City Department into which or within which such an individual is promoted, the Mayor may approve an entry level step within the designated Grade above Step One, when the needs of the service make such action necessary and the individual possesses outstanding or unusual qualifications relevant to job performance in the position and which qualifications exceed the minimum qualifications specified for the position.

4. No new stipends shall be paid to unit members except as may be created through the collective bargaining process. Present stipends, excepting the City Clerk position, shall be reduced from present levels by one-third (1/3) as of the fiscal year 1999 budget and two thirds (2/3) as of the fiscal year 2001 budget. The duties for which stipends are now paid shall be merged into the job duties of the individual who now performs them if not already considered part of those duties. This shall not, however, preclude a department from seeking funding for an alternate individual or contractor to perform the tasks for which the individual who receives the stipend is paid the stipend. The City does not assure that such funding would be forthcoming.

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

6. Both parties (WPMEA and the City of Westfield) agree that at the discretion of the City a bi-weekly payroll system can be implemented along with mandatory direct deposit and electronic pay stub distribution.

   Notwithstanding the foregoing language, the following temporary stipends are in effect, but shall expire in accordance with the stated terms:

   The Director of Community Development, while serving as Executive Director of
the Westfield Redevelopment Authority, shall be paid the sum of fifty-seven dollars and sixty-nine cents ($57.69) per week as regular compensation to be added to all other sums he is owed for the week.

The Director of License/Off Street Parking Clerk shall be paid the sum of two thousand five hundred dollars ($2,500) annually for the duties of Hearing Officer.

The Planning Director while services as administrator of the Community Preservation Act shall be paid the sum of seven thousand two hundred dollars ($7,200) which shall be pro-rated on a monthly basis in the sum of six hundred dollars ($600).

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

ARTICLE XIII: VACATION

1. Vacation eligibility is based upon full-time service in the employ of the City of Westfield, which service for purposes of this Article shall include all time worked for the City of Westfield, including, but not limited to, prior service as City Councilor.

2. All bargaining unit employees (other than department heads) hired before October 1st will be eligible for two (2) weeks vacation during the current fiscal year once they have reached six (6) consecutive months of employment. Employees hired after October 1st can use vacation time posted on July 1st once they have reached six (6) consecutive months of employment.

3. All permanent employees with five (5) or more years of such accumulated service will be entitled to three (3) weeks (fifteen working days) vacation annually each work year as described in 2, above.

4. All permanent employees with ten (10) or more years of such accumulated service will be entitled to four (4) weeks (twenty working days) vacation annually in each work year as described in 2, above; and, after twenty (20) years, five (5) weeks (twenty-five working days).
5. In order to qualify for vacation leave, an employee must have worked thirty (30) weeks or more during the twelve (12) months preceding the first day of June of each year.

6. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's surviving spouse, if any, and if none, to his/her estate.

7. Notwithstanding the provisions of paragraphs 2 and 3 above, Department Heads shall be entitled to four (4) weeks each contract year, subject to higher limits based upon current agreement. Vacation time accrued by a Department Head after July 1, 2004 will be utilized in that contract year or will be forfeited. One (1) week may be carried over by WPMEA members. WPMEA members may also be allowed to carry over additional vacation in extraordinary circumstances at the discretion of the Mayor. All vacation carried over must be used by end of the fiscal year or it will be forfeited.

8. In the event that a department head shall be absent from departmental duties for a period of five (5) or more consecutive weekdays (inclusive of legal holidays) due to the use of his/her vacation leave then the department head shall advise the Mayor in writing no less than ten (10) calendar days prior to the first day of absence that he/she will be on vacation, setting for the anticipated dates of vacation leave and providing a copy of the writing to the Personnel Department upon delivery of the original to the Mayor. The Personnel Department shall note on the calendar kept for such purpose the dates of the respective vacations. Said calendar shall be available for the reference of the WPMEA members who seek to schedule appointments with one another.

**ARTICLE XIV: LONGEVITY**

1. In addition to the salary or wage paid an employee under the terms of this Agreement, individuals who were unit members as of January 1, 1995 and individuals who were continuously employed as City employees as of January 1, 1995 and who later receive a promotion to a position within the WPMEA unit shall receive additional compensation as follows:
a) The sum of one hundred thirty-five dollars ($135) after completion of five (5) years of continuous full time employment.

b) An additional sum of one hundred thirty-five ($135) dollars annually after completion of each and every additional five (5) years of continuous full-time employment up to the completion of thirty (30) years total continuous employment.

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

3. Longevity plan payments shall be made to each such qualified employee on his/her anniversary date of employment or weekly, at his/her option.

4. Individuals not employed as City employees as of January 1, 1995 are not eligible for longevity payments.

ARTICLE XV: HOLIDAYS

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

   New Year’s Day  
   Martin Luther King Day  
   Washington’s Birthday  
   Patriots Day  
   Memorial Day  
   Independence Day  
   Employee’s Birthday  
   Labor Day  
   Christmas  
   Columbus Day  
   Veterans Day  
   Thanksgiving  
   Day after Thanksgiving

2. Holidays occurring on Sunday will be celebrated on Monday. Holidays occurring on Saturday will be celebrated on Friday. For the purpose of this Article, the “celebrated” day, i.e. Friday or Monday, becomes the holiday rather than the actual holiday.

3. Should any holiday fall on an employee’s normal day off, the nearest scheduled
working day will be considered to be the holiday.

4. **Holiday pay shall be at the employee’s regular rate of pay.**

**ARTICLE XVI: SICK LEAVE**

1. Each employee shall be credited with sick leave pay at the rate of one and one-half (1½) days for each month of service. Sick leave credit will be given the first working day of the month following each month in which the employee is employed. Sick leave shall be accumulated without limit.

2. An employee may use up to five (5) unused sick days for vacation in the next fiscal year.

3. Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

4. Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family imposed by the Board of Health. A unit member can also use up to five (5) accrued sick days for dependent care annually. Dependent care is defined as “household member and parents.”

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

SICK BUY BACK @ SEPARATION/RETIREMENT FROM THE CITY

**WITHOUT ADVANCE**

<table>
<thead>
<tr>
<th>NOTICE</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Sick Days</td>
</tr>
<tr>
<td>Accrued</td>
</tr>
<tr>
<td>Up To</td>
</tr>
</tbody>
</table>

| Greater Than or Equal To | 150 days | 90 |
| Greater Than or Equal To | 200 | 100 |
| Greater Than or Equal To | 300 | 130 |

**WITH ADVANCE**

<table>
<thead>
<tr>
<th># of Sick Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accrued Buy Back</td>
</tr>
<tr>
<td>Up to</td>
</tr>
<tr>
<td>0-149</td>
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<tr>
<td>Greater Than or Equal To</td>
</tr>
<tr>
<td>Greater Than or Equal To</td>
</tr>
<tr>
<td>Greater Than or Equal To</td>
</tr>
</tbody>
</table>

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

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

**ARTICLE XVII: JURY PAY**

The City agrees to make up the difference in an employee’s wages between a normal week’s wages and compensation received for jury duty, exclusive of travel allowance.

**ARTICLE XVIII: WORKER’S COMPENSATION**

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

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

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

**ARTICLE XIX: MILITARY LEAVE**

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

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

**ARTICLE XX: MATERNITY & PATERNITY LEAVE**

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

2. In no event shall an employee absent from work due to the birth of her child be separated from service or otherwise subject to adverse personnel action provided said employee is absent from work due to the birth of a child no more than 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 the 12 week period which is addressed elsewhere herein.

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

**ARTICLE XXI: FUNERAL LEAVE**

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

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

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

**ARTICLE XXII: PERSONAL DAYS**

1. Upon three (3) days written request, (except in an emergency) and subject to the approval of the City, an employee may receive two (2) days off to handle such personal, legal, religious, business, household, or family matters which require absence during working hours. Such personal days are non-cumulative.

**ARTICLE XXIII: OTHER LEAVE**

1. Upon proper request of a veterans' organization, a leave of absence with pay will be granted to veterans who are members of firing squads, color details, pall bearers, buglers, or escorts participating in the funeral in Massachusetts of a veteran dead. This leave, however, shall be limited to no more than two (2) employees at any one time.

2. Employees shall be entitled to a leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. Since payment
after one week may come under Workers’ Compensation, pay shall cease after one
week, and the employee may initiate a claim for Workers’ Compensation immediately.
The City will provide Workers’ Compensation as required by law.

**ARTICLE XXIV: PERFORMANCE EVALUATION**

For purpose of this Article, the term Administrative Head of a Municipal
Department means that single individual who, by whatever designation, e.g.,
Superintendent, Director, etc., is appointed to serve as chief operating officer and day
to day administrative head of a municipal department.

Unit members are subject to performance evaluation. Reviews are to be
performed in accordance with Appendix D of the contract. That evaluation shall be
forwarded to the Personnel Department no later than June 15th so as to become a
part of employee’s personnel file. An employee may review all performance
evaluations concerning his/her performance at reasonable times during normal
business hours and may, if he/she wishes to comment on a performance evaluation,
submit to the Personnel Department a writing to be included in his/her personnel file.
Evaluations shall be performed on the form as attached hereto as Appendix D or
such other form as the City Personnel Director may in writing authorize the
Administrative Head of a Municipal Department to use in lieu of the one provided.

Unit members who serve as Administrative Head of a Municipal Department
shall be evaluated in accordance with Appendix C. In addition, each such employee
shall be responsible to prepare for the approval of his/her appointing authority the
annual report required of all City departments pursuant to Westfield Code of
Ordinances Section 2-9. The deadlines for submission of the annual report as set
forth in the ordinance shall be adhered to.

**ARTICLE XXV: EDUCATION INCENTIVE AND CONTINUING EDUCATION**

1. **Course Reimbursement**

   A. An employee may be entitled once in each fiscal year to a reimbursement for the
cost of tuition and related required course materials up to the actual costs of same or
one thousand dollars ($1,000), whichever is less, plus travel mileage reimbursement
at the mileage reimbursement rate as agreed upon at Article XI, not to exceed one
hundred dollars ($100.00) in any fiscal year, when an employee is required to use his/her personal vehicle to attend class. Proof of costs satisfactory to employer to be provided by employee in such fashion and at such times as required.

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

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

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

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

2. Educational Degree Incentive

A. Unit members who are employed by the City as of January 1, 1995 and who hold and any unit member who obtains, while in the City's employ within this unit, a bachelors degree from an institution of higher learning accredited by the New England Association of College and Secondary Schools or by the Board of Higher Education of the Commonwealth of Massachusetts, which degree is in a field or subject directly related to the employee's actual job duties, shall be entitled to an annual payment of five hundred dollars ($500.00) to be paid in a lump sum, once per fiscal year, and subject to all legally required tax withholdings and deductions, on the employee's annual hiring anniversary date. An employee with a Bachelors degree in more than one field shall be entitled to only one five hundred dollar ($500.00) annual payment hereunder. Non-grade unit members are not eligible for this payment.

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

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

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

3. Continuing Education

A. Each unit member shall participate in no less than four (4) hours of continuing education per fiscal year. Continuing education is defined as participation in a course or seminar designed to educate professionals in new developments within the field of endeavor specific to that group of professionals. Thus, each unit member shall attend such a course or seminar directly relevant to his/her professional job duties. Attendance at a course or seminar (not a social event) sponsored by a Massachusetts professional association of which the employee is a member shall qualify as a continuing education event as shall attendance at a Commonwealth of Massachusetts sponsored event required by the State for the employee to maintain current job-required licenses or certifications. The taking of a course within a field directly related to the employee's job duties at an accredited institution of higher
learning shall also qualify. Other events must be pre-approved by the Personnel Director.

B. The City will pay to the sponsoring organization or reimburse the employee the actual cost of each seminar or course taken which qualifies to meet the continuing education requirement up to a maximum of two hundred fifty dollars ($250.00) in each fiscal year. The City shall allow each employee leave with pay from his/her regular job duties to attend such continuing education events up to a maximum of fourteen (14) hours of leave per fiscal year. The City shall reimburse at the mileage reimbursement rate set forth in Article XI the travel costs associated with attendance at a qualified continuing education event not to exceed fifty dollars ($50.00) per fiscal year for each employee but only in the event that the employee uses his/her personal motor vehicle to attend the event(s). Proof satisfactory to the employer of attendance at such events and compliance herewith shall be submitted as required. In the event that the employee has good reason to exceed the maximums stated herein, application shall be made in advance to the Personnel Director with such supporting documentation as he/she may require.

C. Continuing Education Account The parties agree to establish a professional development committee to assist the Personnel Director in determining priorities for expenditure of continuing education funds. It is agreed that the funds, established by appropriation to the Continuing Education Account, will be expended on group activities rather than individual conference requests to the extent possible, recognizing the limitations on available funds.

D. Re-licensure and renewal fee for electrical inspector and plumbing inspector are reimbursable to the employees up to a maximum of five hundred dollars ($500) per employee per fiscal year. Such coursework is subject to the same paperwork and advance approvals as any other position in the bargaining unit.

ARTICLE XXVI: SICK LEAVE BANK

A sick leave bank for the participation of unit members is hereby established, subject to the minimum participation requirements as set forth herein. The sick leave bank shall hold no fewer than one (1) day for each employee ("member") who joins. Initially each member must contribute five days from his/her accumulated personal sick leave upon joining the bank. Thereafter, if the number of days falls to one or
fewer days per member, each member may be assessed up to three days per fiscal year to refill the bank. Employees employed on the date this agreement is executed shall have thirty (30) days from that date to join the bank by submitting a form to the Union or the Personnel Director. The Bank shall be administered by a committee consisting of the Union President and one other union member and the Personnel Director and the head of the City Law Department. All action including the granting of days must be by majority vote (3 of 4). Decisions shall not be subject to the grievance procedure and are final. Each July shall be the open enrollment month for the bank. Employees may join in July or may terminate their membership in July but at no other time except for the initial thirty (30) day period. Members who terminate do not get back the time they were assessed.

ARTICLE XXVII: DRUG AND ALCOHOL FREE WORKPLACE

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

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

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

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

ARTICLE XXVIII: DISABILITY EXAMINATION

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

**ARTICLE XXIX: SCOPE OF AGREEMENT**

The parties acknowledge that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, this Agreement shall constitute the total Agreement between the parties, and each voluntarily and unqualifiedly waives the right to reopen negotiations on any matter or subject covered by this Agreement, and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This shall not preclude the parties, however, from mutually agreeing to amend this Agreement at any time. No addition to, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the City and the Association. Any prior agreements covering any employees covered by this Agreement shall be terminated and of no effect, upon the effective date of this Agreement and shall be superseded by this Agreement.

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

**ARTICLE XXX: 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 Association from modifying any previous proposals during the course of negotiations.

The parties agree to a re-opener on non-economic issues only in the 2008-09 contract year, following the election of a new administration.

It is understood between the parties that the negotiations for the 2007-10 agreement were conducted in an expedited manner, given the time constraints of the Mayor’s departure. While this is intended to be all inclusive for a successor agreement, it is understood by the parties that each party may identify interests and clarification of items that can be discussed during the term of this agreement. Nothing in this document prohibits mutual agreement by the parties during the contract term.

**ARTICLE XXXI: SAVINGS CLAUSE**

Should any provisions of this Agreement be found to be in violation of any Federal or State law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XXXII: EFFECTIVE DATE**

The contract shall be of three (3) year duration, running from July 1, 2010 through June 30, 2013.

Negotiations regarding wages only will reconvene in February for FY12 and FY13 with the understanding new rates may be negotiated and reflected in the prospective budgets. It is also the understanding that “APPENDIX “B” WPMEA scale dated July 1, 201C” will be the starting point of wage negotiations for FY12. Once an agreement is reached for FY12 and again for FY13, a memorandum of agreement which will include a revised appendix B will be signed and implemented.

At the time wage negotiations are reopened for FY12 the City agrees to reopen negotiating the Sealer of Weights & Measures position to full time at DCC, Step 3 for FY12 budget.
ARTICLE XXXIII: TERMINATION

This Agreement will remain in effect until June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by the undersigned this the 30th day of June, __________, 2010.

CITY OF WESTFIELD

By: ________________________________

Daniel M. Knepik, Mayor

WESTFIELD PROFESSIONAL
MUNICIPAL EMPLOYEES
ASSOCIATION

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________

By: ________________________________
# APPENDIX A

## W.P.M.E.A. BARGAINING UNIT

<table>
<thead>
<tr>
<th>Title</th>
<th>Scale</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Engineer</td>
<td>DH</td>
<td>A</td>
</tr>
<tr>
<td>Superintendent of Public Works</td>
<td>DH</td>
<td>A</td>
</tr>
<tr>
<td>Community Development Director</td>
<td>DH</td>
<td>A</td>
</tr>
<tr>
<td>Superintendent of Water Resources</td>
<td>DH</td>
<td>A</td>
</tr>
<tr>
<td>Director of Public Health</td>
<td>DH</td>
<td>B</td>
</tr>
<tr>
<td>City Clerk</td>
<td>DH</td>
<td>C</td>
</tr>
<tr>
<td>Superintendent of Buildings</td>
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<td>C</td>
</tr>
<tr>
<td>City Assessor</td>
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<td>Community Services Director</td>
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<tr>
<td>Purchasing Director</td>
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<td>Director of Licensing and Permitting/Parking Clerk</td>
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<tr>
<td>Elder Services Program Director</td>
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<tr>
<td>Veteran Agent/Director</td>
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<tr>
<td>Water Systems Engineer*</td>
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<tr>
<td>Assistant City Engineer</td>
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<td>Assistant Director/Sanitary Inspector</td>
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<tr>
<td>Deputy Water Superintendent</td>
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<td>B</td>
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<tr>
<td>Deputy Superintendent of Public Works</td>
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<tr>
<td>Deputy Sewerage and Wastewater Superintendent</td>
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<tr>
<td>Assistant Assessor</td>
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</table>
Engineering Aide/GIS Coordinator  DC  C
Budget Analyst/Payroll Supervisor  DC  D
Budget Analyst/ Utility Billing Coordinator  DC  D
Conservation Coordinator  DC  D
Emergency Management Director  NG  EMD
Scaler of Weights and Measures  NG  SEAL

Mental Health Coordinator

*grandfathered at DH C until current person no longer holds the position.
# APPENDIX B

**WPMEA scale July 1, 2010**

<table>
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<tr>
<th>Department Heads</th>
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| Sealer of W&amp;M            | $25,984.21 | $26,763.63 | $27,567.08 |          |            |            |</p>
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APPENDIX C

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

City Engineer		Mark Cressotti
Superintendent of Public Works	James Mulvenna
Community Development Director	Lawrence Smith
Superintendent of Water Resources	David Billips
Director of Public Health	vacant
City Clerk	Karen Fanion
Superintendent of Buildings	Donald York
City Assessor	James Pettengill
Community Services Director	vacant
Purchasing Director	Tammy Teft
Director of Licensing and Permitting/Parking Clerk	Denise Carey
Elder Services Program Director	Christine Gorman
Veteran Agent/Director	Robert Callahan
Water Systems Engineer	Charles Darling
Principal Planner	vacant
Assistant Audtor	Mary Daley
Assistant City Engineer	vacant
Assistant Director/Sanitary Inspector	Barry Searle
Deputy Water Superintendent	vacant
Deputy Superintendent of Public Works	vacant
Deputy Sewerage and Wastewater Superintendent	Robert Pluta
Assistant Civil Engineer	Francis Case
Utility Engineer	Burton Whipple
Supervisor of Public Health Nurses	Debra Mulvenna
Assistant Treasurer/Collector	Christine Frappier
Plumbing Inspector	Thomas Broga
Electrical Inspector	Lawrence Gresty
Local Building Inspector	Jonathan Flagg
Assistant City Clerk	Donna Roy
Assistant Assessor	Robin Whitney
Assistant Assessor	Patsy Jarrett
Engineering Aide/GIS Coordinator	John Lobudek
Conservation Coordinator	Karen Leigh
Budget Analyst/Payroll Supervisor
Lynn Robienciezak

Budget Analyst/ Utility Billing Coordinator
Joanna Williams
(Ineligible: Does Not Receive Benefits)

Emergency Management Director
Robert Popko
(Due to Part Time-give back is 25 hrs)

Sealer of Weights and Measures
PERFORMANCE CYCLE FOR DEPARTMENT HEADS

BASED UPON A FOUR YEAR CYCLE

Year One: Establishing objectives and developing supervisory skills

- Goal setting with Appointing Authority or Designee. Employee will establish three to five goals by October 1st, reach agreement and participate in periodic goal review and coaching sessions throughout year.

- One goal must be a cost savings/and or streamlining of procedures in their department.

- Employee will participate in professional development training sessions throughout year with other like positions and attend a minimum of three sessions.

- Employee will serve on at least one committee which is designed to promote the city government as a whole, as opposed to individual department.

- Employee will present a narrative report of the successes and challenges for the year as well as a vision for the future by June 1st.

- Documentation will be the completion of a professional development plan including finalized goals and objectives and narrative report by June 1st.

- Employee will also participate in small group training involving skills/talents analysis and goal planning.

Year Two: Planning for professional growth and collaboration with other departments

- Employee, in conjunction with direct supervisor/appointing authority, will select an area of professional development he or she would like to learn more about and plan and obtain approval for training. Upon completion, employee will then bring back training to others and do a presentation on skills for other department heads/appointing authority/staff, as appropriate.

- A plan will be submitted by the Department Head/designee for approval and Personnel Director for funding sources by October 1st of year.

- Employee will continue to participate in professional development training sessions with other like positions a minimum of three times per year and serve on one committee as noted above.

- Employee will also establish one goal in conjunction which involves collaboration with another department. The mutual goal will be submitted to appointing
authorities or designees by November 1\textsuperscript{st} for approval. Final report back no later than April 15\textsuperscript{th}.

- Employee continues to work and develop Year One Goals.

- Documentation will be the completion of a professional development goal/training/report back and report back on collaborative goal by April 15\textsuperscript{th}.

Year Three: Formal review of goals and outcomes/Staff involvement

- Formal goal setting and portfolio review. Employee will review and update goals from year one and prepare a new goals statement as outlined in Year one and again define successful outcomes.

- Department Head will extend goals planning and achievement into his/her department as part of plan.

- Employee will continue to participate in professional development training sessions with other like positions a minimum of three times per year and serve on one committee as noted above.

- Employee will be responsible for submitting a portfolio to his/her appointing authority/designee/department head no later than April 15\textsuperscript{th}. A summative evaluation report will be returned by the appointing authority/designee no later than June 1\textsuperscript{st}. The evaluation will include a conference/meeting with the employee.

Year Four: Reflection and vision

- Reflection of vision, mission and goals which impact positively and negatively on goals, attitudes and beliefs and ability to improve the department. Develop strategies for addressing ways to change attitudes, etc. which have become stumbling blocks.

- Identify one best practice which the employee has instituted which has resulted in positive change and outcome.

- Employee will continue to participate in professional development training sessions with other employees of like titles a minimum of three times per year and serve on one committee as noted above.

- Report to appointing authority/designee/department head by June 1\textsuperscript{st}.  

2
| Performance Cycle for WPMEA/non-union | Who is involved                              | October 1<sup>st</sup>                                                                 | November 1<sup>st</sup> | April 15<sup>th</sup>                                                                 | June 1st                                                                 | June 15th                                                                 | Ongoing Responsibilities                                                                 |
|--------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Year One: Establishing objectives and developing supervisory skills | Appointing Authority Department Head Administrator | Three to five goals submitted and agreed on with Appointing Auth/DH (one goal to involve cost savings/ streamlining) | 12/15/02               | Narrative Report to DH/Appt Auth with appropriate documentation                           | Compliance Review by Personnel Director and Department Head completed      | • Review of goals<br>• Coaching sessions<br>• Prof dev training<br>• One city wide committee<br>• Sm. Group training on talents analysis and goal planning |
| Year Two: Planning for professional growth and collaboration with other departments | Appointing Authority Personnel Director Collaborative Department Department Head Administrator | Plan submission of professional development goal/funding sources Status report on Year one goals | 12/15/02               | Mutual collaborative goal to department head/appointing authority                         | Final Report on Year two to appointing authority with appropriate documentation | Compliance Review by Personnel Director and Department Head completed          | • Prof Dev training (3)<br>• One city wide committee<br>• Training on portfolio development |
| Year Three: Formal review of goals and outcomes | Appointing Authority Department Head Administrator | Review and update of year one goals/development expansion of goals Portfolios to Appointing Authority/Department Head | 12/15/02               | Portfolio to Appointing Authority/Department Head                                      | Formal Evaluation document completed                                      | Compliance Review by Personnel Director and Department Head completed      | • Presentation to staff/other dept heads on training<br>• Review of goals<br>• Coaching sessions<br>• Pd training<br>• One city wide committee |
| Year Four: Reflection and Vision     | Appointing Authority Department Head Administrator | Reflection of vision, mission and goals, attitudes/beliefs which improve the department/ | 12/15/02               | Report to Appointing Authority/Department Head Identification of stumbling blocks Identification of best practices of department | Compliance Review by Personnel Director and Department Head completed      | • Prof dev training (3)<br>• One city wide committee<br>• Development of strategies to remove stumbling blocks in Department<br>• Identify one best practice |
CHECKLIST FOR COMPLETION OF SUPERVISORS, COORDINATORS, 
ASST DEPT HEADS EVALUATION

An original of this report must be submitted along with accompanying evidence of 
completion to the Personnel Department no later than June 15th. Failure to comply 
with all requirements listed below will result in no step movement for the ensuing 
fiscal/contract year.

YEAR ONE

☐ GOAL SETTING BY OCTOBER 1ST
☐ COACHING SESSION ONE DATE: ________________
☐ COACHING SESSION TWO DATE: ________________
☐ THREE PROFESSIONAL DEVELOPMENT SESSIONS
LIST: _______________________________________
____________________________________________
____________________________________________

☐ SMALL GROUP TRAINING
☐ TRAINING ON PORTFOLIO DEVELOPMENT
☐ WRITTEN REPORT TO DEPARTMENT HEAD/APPT AUTHORITY ON GOALS

YEAR TWO

☐ THREE PROFESSIONAL DEVELOPMENT SESSIONS
LIST: _______________________________________
____________________________________________
____________________________________________

☐ COACHING SESSION ONE
☐ COACHING SESSION TWO
☐ PORTFOLIO SUBMISSION TO DEPARTMENT HEAD BY APRIL 15
☐ EVALUATION CONFERENCE DATE: ______________
☐ SUMMATIVE EVALUATION REPORT BY JUNE 1ST

I hereby certify that this information is complete and in compliance with written procedures of 
the City.

____________________________________ Date: ____________________
Department Head

____________________________________ Date: ____________________
Employee
## Action Plan

Name: 

Department: 

Date: 

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<tr>
<th>Goals</th>
<th>Action Steps</th>
<th>Time Required</th>
<th>Resources Needed</th>
<th>Success Factor</th>
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Additional Comments:

Review Period:

Signed: ______________________________ Signed: ______________________________

Date: ______________________________ Date: ______________________________
City of Westfield, Massachusetts

Administrative, Professional and Supervisory
Performance Appraisal Form

Name: ___________________________ Department: ___________________________

Position: ___________________________ Date of Hire: ___________________________

Date of Review: ___________________

To be completed by Employee/Department Head

Mission Statement of City Leadership Team: ___________________________________

Purpose/Vision Statement of Department: _____________________________________

Sections I and II to be completed by employee

I. Description of Major Work Assignments (Describe the duties and responsibilities of the position):

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II. Special Projects or Assignments and/or other accomplishments (attach goals plan document, if applicable):

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Section III to be completed by reviewers

III. Review

A. **Quality of Work** (Consider the employee’s work in terms of thoroughness, accuracy, appearance and consistency.)

Circle one:  Needs improvement  Meets expectations  Exceeds expectations

Comments:  
__________________________________________________________________________
__________________________________________________________________________
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__________________________________________________________________________
B. **Productivity** (Consider whether the employee has a consistently high level of output and uses his/her time effectively.)

Circle one:  Needs Improvement  Meets Expectations  Exceeds Expectations

Comments: 

________________________________________________________________________

________________________________________________________________________

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C. **Skills, Knowledge and Technical Ability** (Consider how the employee performs in acquiring and maintaining the skills necessary to perform his/her job. Consider whether or not he/she seeks new ways to perform job.)

Circle one:  Needs Improvement  Meets Expectations  Exceeds Expectations

Comments: 

________________________________________________________________________

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D. **Initiative** (Consider whether the employee is a self starter and seeks new challenges, anticipates problems and is proactive in managing his/her workforce. Consider how much urging and checking is needed.)

Circle one:  Needs Improvement  Meets Expectations  Exceeds Expectations

Comments: 

________________________________________________________________________

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E. **Interpersonal Skills and Customer Service** (Is the employee effective and professional in his/her interaction with other employees, the public and constituents? Does he/she respond positively to the public and the community?)

Circle one: Needs Improvement Meets Expectations Exceeds Expectations

Comments: ____________________________

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F. **Leadership** (Consider whether or not the employee assumes an appropriate role in the leadership of his/her department.)

Circle one: Needs Improvement Meets Expectations Exceeds Expectations

Comments: ____________________________

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G. **Ability to Communicate** (Consider both oral and written communication. How well does the individual communicate his/her ideas and how well does he/she listen?)

Circle one: Needs Improvement Meets Expectations Exceeds Expectations

Comments: ____________________________

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H. **Organizing and Planning** (Consider how well the employee organizes a task, resources and plans for accomplishment; consider whether goals are usually met.)

Circle one: Needs Improvement  Meets Expectations  Exceeds Expectations

Comments: ____________________________________________________________

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I. **Dependability** (Consider whether the employee accomplishes his/her tasks and is reliable, resourceful and has a sense of priorities. Does the employee inspire confidence in his/her supervisor to get the job done?)

Circle one: Needs Improvement  Meets Expectations  Exceeds Expectations

Comments: ____________________________________________________________

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J. **Attitude** (Consider how the employee reacts to supervision, to unexpected or unusual requests, how the employee exhibits enthusiasm, loyalty, boosts morale, exhibits a willingness to assist others.)

Circle one: Needs Improvement  Meets Expectations  Exceeds Expectations

Comments: ____________________________________________________________

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K. **Judgment/Maturity** (Consider how the employee reacts to problems. Are actions appropriate and judgments sound, thoughtful and objective?)

Circle one: Needs Improvement    Meets Expectations    Exceeds Expectations

Comments:__________________________

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L. **Versatility/Flexibility** (Consider whether the employee can handle a wide range of problems and assignments. Does he/she take a broad or narrow view of the job?)

Circle one: Needs Improvement    Meets Expectations    Exceeds Expectations

Comments:__________________________

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Section IV to be completed by *reviewer*

IV **Other Factors** (Are there any other factors which affect his/her professional standing or career growth?)

__________________________

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6 of 7
Section V to be completed by both reviewer and employee

V  **Looking Ahead** (Summarize the areas of performance needing attention in the coming months, based upon this review. Outline what steps should be taken by both parties as a follow-up to this review.)


Reviewer Signature  

Date: ____________________

Employee Signature  

Date: ____________________
PERFORMANCE CYCLE FOR SUPERVISORS, COORDINATORS, ASST DEPT HEADS

(BASED UPON A TWO YEAR CYCLE)

Year One: Establishing objectives/professional development training

- Goal setting with Appointing Authority, Department Head. Employee will establish three to five goals by October 1st, reach agreement and participate in periodic goal review and coaching sessions throughout year.

- Employee will participate in professional development training sessions throughout year with other like positions and attend a minimum of three sessions.

- Documentation will be the completion of a written report to the department head/appointing authority including finalized goals and objectives by June 1st.

- Employee will also participate in small group training involving skills/talents analysis and goal planning.

Year Two: Formal review of goals and outcomes

- Employee will continue to participate in professional development training sessions with other like positions a minimum of three times per year.

- Employee will be responsible for submitting a portfolio to his/her appointing authority/department head no later than April 15th. A summative evaluation report will be returned by the appointing authority/department head no later than June 1st. The evaluation will include a conference/meeting with the employee.

*Employees will alternate on year one and year two on a schedule to be developed.

*The department head/appointing authority reserves the right to maintain the employee on Year Two of the cycle until any deficiencies have been addressed.
<table>
<thead>
<tr>
<th>Performance Cycle for Asst Dept Heads/Coordinators</th>
<th>Who is involved</th>
<th>October 1&lt;sup&gt;st&lt;/sup&gt;</th>
<th>April 15&lt;sup&gt;th&lt;/sup&gt;</th>
<th>June 1st</th>
<th>June 15th</th>
<th>Ongoing Responsibilities</th>
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</thead>
</table>
| Year One: Establishing objectives and developing skills | Appointing Authority Department Head Administrator | Three to five goals submitted and agreed on with Appointing Authority/Dept Head | Narrative Report to Dept Head/Appoint Authority with appropriate documentation | Compliance Review by Personnel Director and Department Head completed | | • Review of goals  
• Coaching sessions  
• Prof Dev training  
• Sm. Group training on talents analysis and goal planning  
• Training on Portfolio Development |
| Year Two: Formal review of goals and outcomes | Appointing Authority Department Head Administrator | Review and update of year one goals/development expansion of goals | Portfolio to Appointing Authority/Dept Head | Formal Evaluation document completed | Compliance Review by Personnel Director and Department Head completed | | • Review of goals  
• Coaching sessions  
• Prof Dev training |
CHECKLIST FOR COMPLETION OF SUPERVISORS, COORDINATORS, ASST DEPT HEADS EVALUATION

An original of this report must be submitted along with accompanying evidence of completion to the Personnel Department no later than June 15th. Failure to comply with all requirements listed below will result in no step movement for the ensuing fiscal/contract year.

<table>
<thead>
<tr>
<th>YEAR ONE</th>
<th>DATE:</th>
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<tbody>
<tr>
<td>☐ GOAL SETTING BY OCTOBER 1ST</td>
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<tr>
<td>☐ COACHING SESSION ONE</td>
<td>DATE:</td>
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<tr>
<td>☐ COACHING SESSION TWO</td>
<td>DATE:</td>
</tr>
<tr>
<td>☐ THREE PROFESSIONAL DEVELOPMENT SESSIONS</td>
<td></td>
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<tr>
<td>LIST:</td>
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| SMALL GROUP TRAINING          |       |
| TRAINING ON PORTFOLIO DEVELOPMENT | | |
| WRITTEN REPORT TO DEPARTMENT HEAD/APPT AUTHORITY ON GOALS |

<table>
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<tr>
<th>YEAR TWO</th>
<th>DATE:</th>
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<tbody>
<tr>
<td>☐ THREE PROFESSIONAL DEVELOPMENT SESSIONS</td>
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<td>LIST:</td>
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| ☐ COACHING SESSION ONE        |       |
| ☐ COACHING SESSION TWO        |       |
| ☐ PORTFOLIO SUBMISSION TO DEPARTMENT HEAD BY APRIL 15 | |
| ☐ EVALUATION CONFERENCE       | DATE: |
| ☐ SUMMATIVE EVALUATION REPORT BY JUNE 1ST  |

I hereby certify that this information is complete and in compliance with written procedures of the City.

------------------------------------------ Date: _________________________
Department Head

------------------------------------------ Date: _________________________
Employee
# Action Plan

Name: 
Department: 
Date: 

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<tr>
<td>Goals</td>
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City of Westfield, Massachusetts

Administrative, Professional and Supervisory Performance Appraisal Form

Name: ___________________________  Department: ___________________________

Position: ___________________________  Date of Hire: ___________________________

Date of Review: ___________________________

To be completed by Employee/Department Head

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Purpose/Vision Statement of Department: _______________________________________

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Comments: 

3 of 7
E. **Interpersonal Skills and Customer Service** (Is the employee effective and professional in his/her interaction with other employees, the public and constituents? Does he/she respond positively to the public and the community?)

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4 of 7
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Comments: ____________________________________________________________

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6 of 7
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Reviewer Signature

Date: __________________________

Employee Signature

Date: __________________________