

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this the ___ day of March, 2022 by and between the City of Westfield, hereinafter "City," as the employer by and through its duly authorized Mayor and AFSCME, Council 93, Local 1676, hereinafter "Union", through its duly authorized President, for the purpose of entering into an agreement to the below named employee as follows:

- 1. Donald Levere has been appointed as Foreman – Land and Natural Resources, compensation shall start at Foremen-Step 3 effective September 27, 2021; future step increases will fall in line with the current negotiated bargaining agreement.*

These parties agree that this Memorandum of Agreement shall not constitute a "past practice" between the Union and City. The Parties agree that this Agreement shall not be precedent setting and will not be raised or cited by either Party or used involving labor dispute, and/or in any grievance or arbitration involving union employees. This agreement is for the benefit of the above-named position(s) and no other employee in the Union or any other City employee. The Union agrees that it will not grieve nor shall it seek Arbitration of this Agreement except as to disputes arising out of the subject matter of this Agreement.

FOR THE CITY OF WESTFIELD



Michael McCabe, Mayor

Date: 4-6-22

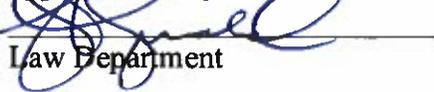
FOR AFSCME FOREMEN



President

Date: 03/22/22

Approved as to form



Law Department

Date: 3-31-22

Memo

To: WPMEA, AFSCME
From: Jane F. Sakiewicz, Personnel Director
cc: Lynn Robienciezak and Joanne Lemelin
Date: February 14, 2019
Re: Memorandum of Understanding

Attached is a fully executed copy of the Memorandum of Understanding.

If you have any questions, please let me know.

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

Attachment

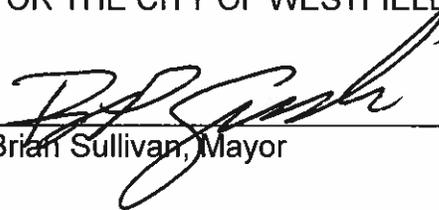
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this ⁰²⁻¹³⁻¹⁹ day of February, 2019, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor and the Westfield Professional Municipal Employee Association, hereinafter "WPMEA", through its duly authorized President, clarifying language in the Memorandum of Agreement:

1. The parties signed a Memorandum of Agreement dated January 28, 2019, wherein a new Grade Placement and Wage Schedule was established and listed hire dates of each foreman.
2. It was the intent of the parties while in negotiations to have the date of hire into a foreman's position placed into the Memorandum of Agreement, but due to a clerical error, four of the hire dates were listed incorrectly.
3. Those four Anniversary Dates as Foremen should read:

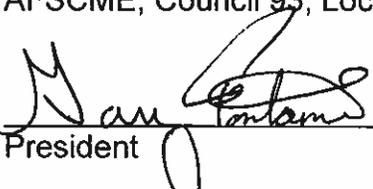
Gary Fontaine 5/23/2016
Eric Lacombe 8/20/2018
Brenda Lopez 8/20/2018
Mark Rogers 9/3/2018
3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD



Brian Sullivan, Mayor

AFSCME, Council 93, Local 1676



President

Memo

To: Gary Fontaine
From: Personnel Department
cc: Lynn Robienciezak and Joanne Lemelin
Date: March 14, 2019
Re: Memorandum of Agreement

Attached is a fully executed original of the Memorandum of Agreement.

Thank you.

gar:Attachment

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this _____ day of March, 2019, by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, and AFSCME, Council 93, Local 1646, hereinafter "Union", the collective bargaining agent through its duly authorized President as follows:

1. Parties adopted an MOA amending the wage scales of the Foremen on or around January 28, 2019 (attached and incorporated) which was subsequently amended February 20, 2019, to correct data entry errors (attached and incorporated).
2. The FY19 budget of the Building Department/Public Properties currently contains insufficient funds to amend the salary of unit member Tom Curran pursuant to the January 28, 2019 agreement.
3. In order to process the salary changes of the remaining unit members of the Public Works Department, the parties agree Tom Curran shall be paid a retroactive salary pursuant to the execution of the January 28, 2019 agreement, but that such funds shall not be owed until June 30, 2019. Parties agree Curran shall be owed the wages retroactively to January 1, 2019.
4. The intent of the agreement is to expedite the payment of the remaining foreman until the budget of the Building Department/Public Properties can be supplemented to effectuate the change for Tom Curran.
5. This agreement shall modify the current collective bargaining agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

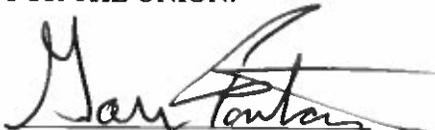
FOR THE CITY OF WESTFIELD:



MAYOR

DATE: 3-12-19

FOR THE UNION:



PRESIDENT

DATE: 3/12/19

EMPLOYEE:



Tom Curran

DATE: 3/12/19

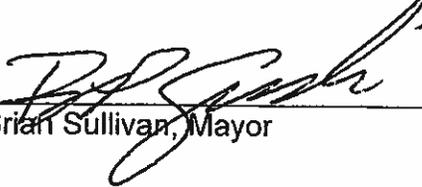
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 02-13-19 day of February, 2019, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor and the Westfield Professional Municipal Employee Association, hereinafter "~~AFSCME~~", through its duly authorized President, clarifying language in the Memorandum of Agreement:

02-20-19
MA
(JS)
AFSCME
LOCAL 1676

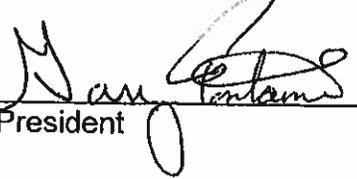
1. The parties signed a Memorandum of Agreement dated January 28, 2019, wherein a new Grade Placement and Wage Schedule was established and listed hire dates of each foreman.
2. It was the intent of the parties while in negotiations to have the date of hire into a foreman's position placed into the Memorandum of Agreement, but due to a clerical error, four of the hire dates were listed incorrectly.
3. Those four Anniversary Dates as Foremen should read:
 - Gary Fontaine 5/23/2016
 - Eric Lacombe 8/20/2018
 - Brenda Lopez 8/20/2018
 - Mark Rogers 9/3/2018
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



Brian Sullivan, Mayor

AFSCME, Council 93, Local 1676



President

Memo

To: WPMEA, AFSCME
From: Jane F. Sakiewicz, Personnel Director
cc: Lynn Robieniczak and Joanne Lemelin
Date: February 14, 2019
Re: Memorandum of Understanding

Attached is a fully executed copy of the Memorandum of Understanding.

If you have any questions, please let me know.

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

Attachment

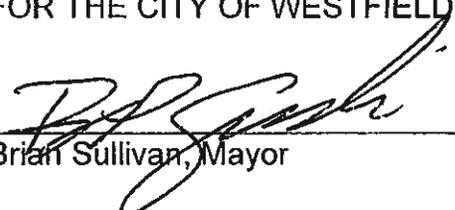
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 02-13-19 day of February, 2019, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor and the Westfield Professional Municipal Employee Association, hereinafter "WPMEA", through its duly authorized President, clarifying language in the Memorandum of Agreement:

1. The parties signed a Memorandum of Agreement dated January 28, 2019, wherein a new Grade Placement and Wage Schedule was established and listed hire dates of each foreman.
2. It was the intent of the parties while in negotiations to have the date of hire into a foreman's position placed into the Memorandum of Agreement, but due to a clerical error, four of the hire dates were listed incorrectly.
3. Those four Anniversary Dates as Foremen should read:

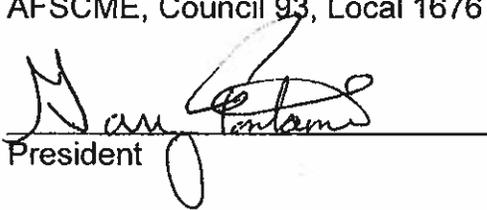
Gary Fontaine 5/23/2016
Eric Lacombe 8/20/2018
Brenda Lopez 8/20/2018
Mark Rogers 9/3/2018
3. This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD



Brian Sullivan, Mayor

AFSCME, Council 93, Local 1676



President

Memo

To: WPMEA, AFSCME

From: Jane F. Sakiewicz, Personnel Director

cc: Lynn Robienciezak and Joanne Lemelin

Date: February 14, 2019

Re: Memorandum of Understanding

Attached is a fully executed copy of the Memorandum of Understanding.

If you have any questions, please let me know.

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

Attachment

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 26th day of January, 2019, by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, and AFSCME, Council 93, Local 1676, hereinafter "Union", the collective bargaining agent through its duly authorized President as follows:

WITNESSETH

Whereas, the City and the Union are parties to a Collective Bargaining Agreement dated August 1, 2017 in present force and effect, and

NOW THEREFORE, the parties do agree as follows:

1. The parties wish to amend Article XXIX – Wages by replacing paragraph A with the following:

The Foremen group shall advance one step each year on the Grade Placement and Wage Schedule from their anniversary date (defined as entrance into the Foremen bargaining unit, as opposed to initial employment with the City as delineated by "DEFINITIONS" under Article VII: Seniority). The parties agree movement from original step to top step should take seven (7) years.

For the purpose of placement on the Grade Placement and Wage Schedule only, a newly promoted employee from with the city would gain one additional step on the grid for each five years of city employment.

The parties explicitly agree any and all other contractually guaranteed changes in pay above the base salary are no longer applicable, rendering pertinent provisions of certain articles, such as, but not limited to Article XI, Article XII, Article XIII, Article XV, Appendix B, Article III, void. Any and all other pay differentials or contractually guaranteed pay changes are forfeited by the employees and no longer applicable, such as, but not limited to, time and half, pay for holidays, any and all other overtime (whether time and half, double, triple, or any other combination of pay above the salaried rate), holiday pay, call back and/or stand-by pays and/or similar payments not specifically enumerated herein. The employees shall be entitled to their new yearly salaries only.

The parties agree Unit members will no longer be part of the regular on-call rotation in divisions where such on-call rotations exist. This agreement is intended simply to remove the unit member from such on-call rotations where they exist, not to alter, excuse, or otherwise absolve a unit member of job duties during on-call or outside of regular business hours.

The parties also agree to revisit and update job descriptions for members of the unit in order to ensure compliance with the "executive Exemption" to the Fair Labor

Standards Act and/or current M.G.L. c. 151, SIA. The positions meet the qualifications of the exemption in practice, but it is agreed the descriptions may need up-dating to ensure legal compliance. The parties agree to review the new job descriptions and understand compliance with the exemption is a necessary requirement of the move from hourly to salaried position. Should, for any reason whatsoever, it be determined the positions cannot qualify as exempt under the FLSA or any M.G.L., the parties agree to renegotiate the impact of moving from salary back to hourly.

The Grade Placement and wage schedule for unit members shall be as follows:

STEP	FOREMEN PAY
1	\$58,164
2	\$60,317
3	\$62,473
4	\$64,626
5	\$66,780
6	\$68,934
7	\$70,012

Anniversary dates as Foremen	Name	Step as of 1/1/19
4/8/1987	Tom Curran	7
7/13/1998	Dave Curran	7
5/4/2015	Steve Wingate	7
4/3/2006	Ken Gagnon	7
8/31/2013	Paul Mercadonte	5
5/22/2016	Gary Fontaine	2
8/18/2018	Eric Lacombe	1
8/18/2018	Brenda Lopez	1
8/18/2018	Mark Rogers	5

2. The above referenced wage schedule shall be effective January 1, 2019.
3. It is agreed that Mark Rogers' wage of \$66,780 will be retroactive to September 3, 2018.
4. The Union agrees to withdraw, with prejudice, their grievance and Demand for Arbitration regarding internal hires starting grade. (AFSCME Local #1676/93).
5. Foreman Mark Rogers agrees to withdraw, with prejudice, his grievance dated October 15, 2018, regarding starting wages.
6. This Memorandum of Agreement is intended to, and does, fulfill the obligations created between the parties which was codified under the FY19 Wage scales of the Collective Bargaining Agreement.

7. This agreement shall modify the current collective bargaining 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

Bill Rubin
MAYOR

DATE: Jan 28, 2019

AFSCME, Council 93, Local 1676

Ray Fontaine
PRESIDENT

DATE: 01-28-2019

Mark Rogers
Mark Rogers

Date: 1-28-19

MEMORANDUM OF AGREEMENT

This Agreement is entered into this _____ day of May, 2015, by and between AFSCME Foreman Union, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels, terms and conditions of employment of Stephan Wingate, as follows:

1. It is understood and agreed between the parties that Stephan Wingate, having been designated and appointed by the Superintendent, the appointing authority, shall hold the position of Foreman of Public Works – Land & Natural Resources Division and be placed at Grade 3, Step 15, \$62,310.00, effective May 4, 2015.
2. He shall be eligible for step movement on the anniversary of his appointment date. The position will be subject to the goals/evaluation process of other similarly situated foreman positions.
3. Mr. Wingate is entitled to the 1% wage increase on July 1, 2015 as was negotiated with the Foreman. Union.
4. 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



Daniel Knapik, Mayor

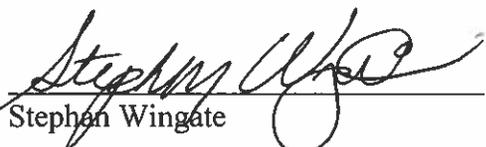
Date: 5-18-15

FOR THE AFSCME Foreman Union



President

Date: 15 May 2015



Stephan Wingate

Date: 5-14-15



City of Westfield, Massachusetts

Karin Decker
Personnel Director

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

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

DATE: May 22, 2015
TO: Steve Fernandes, Union President
FROM: Karin Decker
SUBJECT: Memorandum of Agreement

Attached please find your copy of the fully executed memorandum of agreement regarding Stephan Wingate entering your union at a Grade 3 Step 15.

/aec

Attachment

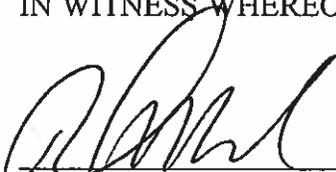
cc: Deborah Strycharz, Auditor
David Billips, Acting Superintendent
Susan Melo, Department of Public Works
Robin Richard, Payroll

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this day in December 2014, between AFSCME Local 1676 (Foreman) and the City of Westfield, for the purpose of ensuring consistency between base wage increases and longevity step increases. All parties agree to the following:

- 1) The parties agree the salary adjustment of \$2,000.00 every three (3) years as written in the second paragraph of Agreement #2 is inconsistent with adjust wages with cost-of-living-adjustments. The parties shall now adjust the \$2,000.00 by base wage adjustments agreed to in the 2013-2016 successor agreement. Therefore, step increases shall be adjusted in accordance with any base wage increases. As an example, a unit member who is due step movement of \$2,000.00 on 1/1/15 shall realize a step increase which include the 0.5% increase from 7/1/14 cost-of-living-adjustment, resulting in a step increase of $\$2000.00 \times .5\% = \2010.00 .
- 2) It is understood that this agreement shall not constitute precedent for the future by either party, nor does it constitute a waiver of rights to bargain over this issue in the future.
- 3) All remaining provisions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is signed this 23rd day of December, 2015.



For the City 12/23/14
Date



For the Union 29 Dec 2014
Date



Witness 12/23/2014
Date

emp # 66688
 Tommy
 Curran
 steps

emp # - 75271
 Al Keier
 step - 3

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CAIC	PERIODS	HRS/DAY	HRS/PERIOD	DAYS/PERIOD	HRS/YEAR	DAYS/YEAR	USE PCT
01/01/2014	FORM FOREMEN	1	CUSTODIAL FOREM A	ANNUAL	B BIWEEKLY	11	26.0000	8.00	80.00	10.00	.00	261.00	N
STEP/LEVEL	FORM FOREMEN	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00		0.0000	23.5578	187.7395	1,884.62	49,000.00	51,000.00	51,000.00	51,000.00	51,000.00	51,000.00	51,000.00	
01		0.0000	23.5578	187.7395	1,884.62	49,000.00	51,000.00	51,000.00	51,000.00	51,000.00	51,000.00	51,000.00	
02		0.0000	24.5193	195.4023	1,961.54	51,000.00	53,000.00	53,000.00	53,000.00	53,000.00	53,000.00	53,000.00	
03		0.0000	24.5193	195.4023	1,961.54	51,000.00	53,000.00	53,000.00	53,000.00	53,000.00	53,000.00	53,000.00	
04		0.0000	24.5193	195.4023	1,961.54	51,000.00	53,000.00	53,000.00	53,000.00	53,000.00	53,000.00	53,000.00	
05		0.0000	25.4808	203.0651	2,038.46	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	
06		0.0000	25.4808	203.0651	2,038.46	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	
07		0.0000	26.4423	210.7280	2,115.38	57,000.00	57,000.00	57,000.00	57,000.00	57,000.00	57,000.00	57,000.00	
08		0.0000	26.4423	210.7280	2,115.38	57,000.00	57,000.00	57,000.00	57,000.00	57,000.00	57,000.00	57,000.00	
09		0.0000	27.4039	218.3908	2,192.31	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00	
10		0.0000	27.4039	218.3908	2,192.31	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00	
11		0.0000	28.3654	226.0536	2,269.23	61,000.00	61,000.00	61,000.00	61,000.00	61,000.00	61,000.00	61,000.00	
12		0.0000	28.3654	226.0536	2,269.23	61,000.00	61,000.00	61,000.00	61,000.00	61,000.00	61,000.00	61,000.00	
13		0.0000	29.3269	233.7165	2,346.15	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	
14		0.0000	29.3269	233.7165	2,346.15	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	
15		0.0000	29.3269	233.7165	2,346.15	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	
16		0.0000	29.3269	233.7165	2,346.15	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	
17		0.0000	29.3269	233.7165	2,346.15	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	
18		0.0000	29.3269	233.7165	2,346.15	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	62,000.00	

01/01/2014 FORM FOREMEN 2 WASTE FOREMAN A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 .00 261.00 N



EMP#	DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
EMP# 62150	01/01/2014	FORM FOREMEN	3	HIGHWAY FOREMN	A ANNUAL	B BIWEEKLY	11	26.0000	8.00	80.00	10.00	.00	261.00	N
		STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
		00	0.0000	25.0000	199.2337	2,000.00	52,000.00							
		01	0.0000	25.0000	199.2337	2,000.00	52,000.00							
		02	0.0000	25.0000	199.2337	2,000.00	52,000.00							
		03	0.0000	25.9615	206.8966	2,076.92	54,000.00							
		04	0.0000	25.9615	206.8966	2,076.92	54,000.00							
		05	0.0000	25.9615	206.8966	2,076.92	54,000.00							
		06	0.0000	26.9231	214.5594	2,153.85	56,000.00							
		07	0.0000	26.9231	214.5594	2,153.85	56,000.00							
		08	0.0000	26.9231	214.5594	2,153.85	56,000.00							
		09	0.0000	27.8846	222.2222	2,230.77	58,000.00							
		10	0.0000	27.8846	222.2222	2,230.77	58,000.00							
		11	0.0000	27.8846	222.2222	2,230.77	58,000.00							
		12	0.0000	28.8461	229.8851	2,307.69	60,000.00							
		13	0.0000	28.8461	229.8851	2,307.69	60,000.00							
		14	0.0000	28.8461	229.8851	2,307.69	60,000.00							
		15	0.0000	29.8078	237.5479	2,384.62	62,000.00							
		16	0.0000	29.8078	237.5479	2,384.62	62,000.00							
		17	0.0000	29.8078	237.5479	2,384.62	62,000.00							
		18	0.0000	30.2885	241.3793	2,423.08	63,000.00							

Ed Wellgus
step - 18

EMP# 66085
David Curran
step - 18

01/01/2014 FORM FOREMEN

EMP#	DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
EMP# 8113	01/01/2014	FORM FOREMEN	4	HEAD TRT PLNT	A ANNUAL	B BIWEEKLY	11	26.0000	8.00	80.00	10.00	.00	261.00	N
		STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
		00	0.0000	25.4808	203.0651	2,038.46	53,000.00							
		01	0.0000	25.4808	203.0651	2,038.46	53,000.00							
		02	0.0000	25.4808	203.0651	2,038.46	53,000.00							
		03	0.0000	26.4423	210.7280	2,115.38	55,000.00							
		04	0.0000	26.4423	210.7280	2,115.38	55,000.00							
		05	0.0000	26.4423	210.7280	2,115.38	55,000.00							
		06	0.0000	27.4039	218.3908	2,192.31	57,000.00							
		07	0.0000	27.4039	218.3908	2,192.31	57,000.00							
		08	0.0000	27.4039	218.3908	2,192.31	57,000.00							
		09	0.0000	28.3654	226.0536	2,269.23	59,000.00							
		10	0.0000	28.3654	226.0536	2,269.23	59,000.00							
		11	0.0000	28.3654	226.0536	2,269.23	59,000.00							
		12	0.0000	29.3269	233.7165	2,346.15	61,000.00							
		13	0.0000	29.3269	233.7165	2,346.15	61,000.00							
		14	0.0000	29.3269	233.7165	2,346.15	61,000.00							
		15	0.0000	30.2885	241.3793	2,423.08	63,000.00							
		16	0.0000	30.2885	241.3793	2,423.08	63,000.00							
		17	0.0000	30.2885	241.3793	2,423.08	63,000.00							
		18	0.0000	30.7693	245.2107	2,461.54	64,000.00							

Ken Gagnon
step - 9

EMP# 74608
Peter McLaughlin
step - 6

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this _____ day of February, 2013, by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, and AFSCME, Council 93, Local 346, hereinafter "Union", the collective bargaining agent through its duly authorized President as follows:

WHEREAS the City and Union allow "Stand-by-Pay" for round-the-clock coordination of Public Works Services;

1. The Union and City both recognize Tommy Curran is not required in his position to provide round-the-clock coordination of building maintenance services, and, as such, Mr. Curran is not currently entitled to stand-by-pay.
2. Mr. Curran regularly does make himself available outside of working hours, and on weekends, holidays and vacations for the purposes of assisting in the opening and closing of the building in unique circumstances and to assist in building maintenance and construction after regularly scheduled hours without additional compensation.
3. The City and Union agree Mr. Curran would otherwise be ineligible for "Stand-by-Pay" under his current duties. Nonetheless, and in recognition of continued duties of assisting in building maintenance outside the regular working hours, the City agrees to pay Mr. Curran for two (2) additional hours of "Stand-by-Pay" per week in exchange for the continued practice.
4. This "Stand-by-Pay" agreement shall be effective as of the date of original discussion, September 10, 2012, and shall only apply to Tommy Curran in his current position of Senior Custodian. Once Tommy Curran vacates the position, the agreement shall be void. This agreement does not apply to any additional or subsequent Senior Custodian.
5. This constitutes a clarification of the existing terms of the agreement. Any modification to the above shall be by the parties in writing. All remaining terms shall be in full force and effect.

FOR THE CITY OF WESTFIELD



Mayor

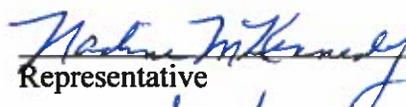
Date: 2/25/13

FOR AFSCME, LOCAL 346



President

Date: 14 Feb 2013



Representative

Date: 2/21/2013



City of Westfield, Massachusetts

Assistant Personnel Director

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

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

DATE: March 4, 2013
TO: Steve Fernandes, Union President
FROM: Jeffrey R. Krok, Assistant Personnel Director 
SUBJECT: Memorandum of Agreement

Attached please find your copy of the fully executed memorandum of agreement regarding Stand By Pay for Tommy Curran.

SAH/elb

Attachment

cc: Nadine Kennedy, Union Representative
Jonathan Flagg, Building Superintendent

City of Westfield
And
AFSCME Council 93, Local 1676 (Foremen Unit)

MEMORANDUM OF AGREEMENT

1. Duration: July 1, 2010 to June 30, 2013

2. Wages: July 1, 2010 to June 30, 2011 0% increase
 July 1, 2011 to June 30, 2012 Wage reopener in February 2012
 July 1, 2012 to June 30, 2013 Wage reopener in February 2013

3. Sick Leave: In FY12, the following will be included: "Prior to the start of a fiscal year, a member may elect to convert up to three (3) sick days to vacation days for the upcoming year, provided they have at least seventy-five days of accrued sick leave."

4. Sick Leave: Replace sick buyback with the following: "Up to 75 sick days accrued= 100% buyback of all", "200- 299 sick days accrued= 100 days buyback", "Over 300 sick days accrued= 125 days buyback."

5. Sick Leave: Insert the following incentive for retirement notification before January 1st of the previous fiscal year: "75- 199 sick days accrued= allowed to buyback 10 additional days", "200- 299 sick days accrued= allowed to buyback 20 additional days", "over 300 sick days accrued= allowed to buyback 25 additional days."

6. Sick Leave: All severance packages can be paid out over three fiscal years, at City's discretion.

7. Wages: The City can implement a program of bi-weekly payroll and/or mandatory direct deposit, with at least 90 days notification to unit.

8. Wages: Beginning 7/1/11, Step 12 (35 years) will be added at Step 11+ \$.10. Step 13 (40 years) will be added at Step 11+ \$.20.

9. Holidays: In 2012 only, Christmas Eve and New Years Eve will be a full-day holiday.

10. Wages: In FY11, members will participate in a three-day furlough program. Members will take three days (24 hours) off with no pay before January 31, 2011. The days may not be

taken in the same week. At separation, the City will pay all participants for five days (40 hours) at the separation rate of pay. Members will be eligible for overtime assignments on furlough days. Participants will be identified in an Appendix to the contract.

11. Meal Periods: With the implementation of the paid meal period program, members recognize that the meal period constitutes the total time that a member should be away from their job responsibilities. This includes eating time, travel time, preparation time, cleaning time, order time, etc.

12. Reopener Additions in February, 2011: In addition to a wage reopener in February 2011, the parties agree to discuss the following: Boiler pay during heating season for weekend and holiday checks; City-provided uniforms with clothing allowance being reduced; An increase in stand-by pay to \$24; An additional 15 minutes of pay at the beginning of each shift for opening and prep time.

Agreed to by both parties on this 25th day of June, 2010.

CITY OF WESTFIELD

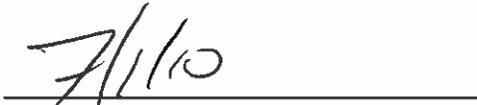
**AFSCME COUNCIL, LOCAL 1676
(Foremen Unit)**



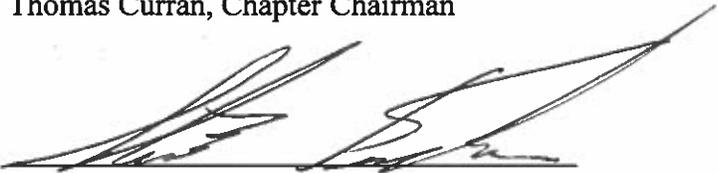
Daniel Knapik
Mayor



Thomas Curran, Chapter Chairman



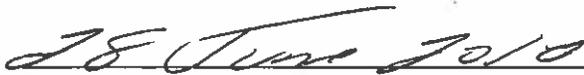
Date



Steven Fernandez, President



Nadine Kennedy, AFSCME Staff Representative



Date

Approved as to form:



Westfield Law Department

MEMORANDUM OF AGREEMENT

This memorandum of agreement is dated this _____ day of March, 2012 by and between the City of Westfield and AFSCME Council 93 Local 1676 (Foreman unit). Both parties agree to as follows:

- 1. Article XXIX – Classification Plan and Pay Rates:
 - Effective July 1, 2011 1% increase
 - Effective July 1, 2012 1% increase

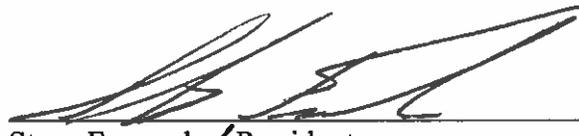
FOR THE CITY OF WESTFIELD



Daniel Knapik, Mayor

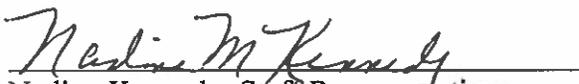
Date: 4/3/12

FOR AFSCME, LOCAL 1676



Steve Fernandez, President

Date: 20 March 2012



Nadine Kennedy, Staff Representative

Date: 3/26/2012

MEMORANDUM OF AGREEMENT

This memorandum of agreement is dated this _____ day of March, 2012 by and between the City of Westfield and AFSCME Council 93 Local 1676 (Foreman unit). Both parties agree to as follows:

- 1. Article XXIX – Classification Plan and Pay Rates:
 - Effective July 1, 2011 1% increase
 - Effective July 1, 2012 1% increase

FOR THE CITY OF WESTFIELD



Daniel Knapik, Mayor

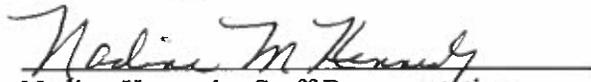
Date: 4/3/12

FOR AFSCME, LOCAL 1676



Steve Fernandez, President

Date: 20 march 2012



Nadine Kennedy, Staff Representative

Date: 3/26/2012



City of Westfield, Massachusetts

Personnel Director

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

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

DATE: April 4, 2012
TO: Steve Fernandes, Union President
FROM: Stephen Hagen, Acting Personnel Director *SH*
SUBJECT: Memorandum of Agreement

Attached please find your copy of the fully executed memorandum of agreement regarding the 1% wage increase.

SAH/elb

Attachment

cc: Nadine Kennedy, Union Representative ✓



SH

March 15, 2012

Mr. Steve Hagan
Acting Personnel Director
City of Westfield
59 Court St.
Westfield, MA 01085

Anthony J. Caso
Executive Director

Charles C. Owen, Jr.
President

Karla Mitchell
Recording Secretary

Joseph Geary
Treasurer

Kevin Hanley
Sgt. at Arms

Dear Mr. Hagen:

The AFSCME Foremen Unit has ratified the wage reopener language as proposed by the Mayor. The change is a 1% increase effective 7/1/2011 and an additional 1% increase effective 7/1/2012.

Please take any steps necessary to implement these changes as soon as possible.

Sincerely,

Nadine Kennedy
Staff Representative
AFSCME Council 93

RECEIVED
MAR 20 2012

PERSONNEL

City of Westfield
And
AFSCME Council 93, Local 1676 (Foremen)

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 1st day of December 2009 by and between the above referenced parties, the City of Westfield, acting by and through its Mayor, or his designee and AFSCME, Council 93, Local 1676 (Foremen), by their duly authorized representatives who have met and discussed the impact of implementing a schedule change for December 2009 only.

1. City departments will be closed on Thursday, December 24, 2008. Unit members will not be required to report for work, and will be paid their normally scheduled hours for that day. There will be no benefit for employees who do not normally work on Thursday, or if they utilize any personal, sick, compensatory, bereavement or vacation hours on this day.
2. Employees who are required to work during normal working hours on December 24th will be compensated with eight hours of pay plus straight time for all scheduled hours. This includes employees in Sanitation, Recycling, Health, and Water Departments.
3. Employees who work their regular morning hours the morning of December ~~31~~²⁴ shall be released at noon but shall be paid as if they worked their normal hours as scheduled. Employees will not receive this benefit if they utilize any personal, sick, compensatory, bereavement or vacation hours on this day.
4. Employees who are called-back during normal working hours on December 24th and/or 31st will only be eligible for eight hours of pay plus straight time for all hours actually worked. Note: Contract rules apply regarding emergencies.
5. This constitutes full and complete agreement between the parties. The terms of this agreement shall not constitute precedent for the future.

CITY OF WESTFIELD



Personnel Director

12/9/09
Date

**AFSCME COUNCIL, LOCAL 1676
(Foremen Unit)**



President

12/7/09
Date

City of Westfield
And
AFSCME Council 93, Local 1676, Foremen

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 16th day of December 2008 by and between the above referenced parties, the City of Westfield, acting by and through its Mayor, and AFSCME, Council 93, Local 1676, Foremen by their duly authorized representatives who have met and discussed the impact of implementing a schedule change for December 2008 only.

1. Employees who work their regular morning hours the morning of December 24 shall be released at noon but shall be paid as if they worked their normal hours as scheduled. Employees will not receive this benefit if they utilize any personal, sick, compensatory, bereavement or vacation hours on this day.
2. City departments will be closed on Friday, December 26, 2008. Unit members will not be required to report for work, and will be paid their normally scheduled hours for that day. There will be no benefit for employees who do not normally work on Friday, or if they utilize any personal, sick, compensatory, bereavement or vacation hours on this day.
3. Employees who are required to work during normal working hours on December 26th will be compensated with eight hours of pay plus straight time for all scheduled hours.
4. Employees who are called-back during normal working hours on December 24th and/or 26th will only be eligible for the above-mentioned pay plus straight time for all hours actually worked. Note: Contract rules apply regarding emergencies.
5. This constitutes full and complete agreement between the parties. The terms of this agreement shall not constitute precedent for the future.

CITY OF WESTFIELD

Michael Badaluzzi
Mayor

12/16/08
Date

**AFSCME COUNCIL, LOCAL 1676
(Foremen Unit)**

Thomas Curran
President

12/16/08
Date



City of Westfield, Massachusetts

Richard A. Merchant, SPHR
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: December 17, 2008
TO: Thomas Curran, Union President
FROM: Richard A. Merchant, Personnel Director *RAM*
SUBJECT: Memorandum of Agreement

For your files, enclosed please find a fully executed copy of the memorandum of agreement regarding the 2008 holiday schedule for the foreman.

RAM/aml

Attachment

cc: Michael Boulanger, Mayor
Deborah Strycharz, City Auditor
James Mulvenna, Superintendent
David Billips, Superintendent
Donald York, Superintendent

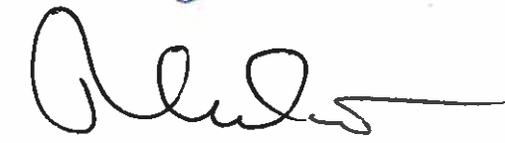
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this day in July 2008, between AFSCME Local 1676 (Foreman) and the City of Westfield. All parties agree to the following:

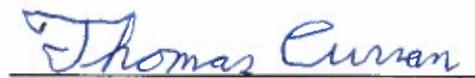
1. The current terms of the AFSCME 40-Hour Agreement (Dated July 1, 2007 to June 30, 2010) shall be fully applicable to this unit, until a successor agreement is reached. In addition to the above terms, all additional terms established by MOA between the parties shall also be in effect.
2. Effective August 29, 2008, Paragraph 8, Sentence 2 of Article XII: OVERTIME shall be changed to read, "For all members, the compensation for stand-by" service shall be one(1) hour straight time or \$22, whichever is greater, except for any department-specific rates that are established otherwise.
3. The City does not acknowledge any violation of the collective bargaining agreement or of any applicable law, regulation or ordinance. Nevertheless, in full resolution of Kenneth Gagnon's grievance, the City does offer and the union accepts the promise to pay three (3) hours of overtime pay to be paid as part of a regular payroll on or before September 30, 2008. Any additional compensation claims will be the responsibility of the bargaining unit.
4. Kenneth Gagnon will not be required to reimburse the City for its claim of excessive payment of "stand-by" duty pay (\$426).

Agreed to the 25 day of July, 2008.


Kenneth Gagnon


Richard Merchant
Personnel Director


Nadine Kennedy
AFSCME, Council 93


Thomas Curran
President, Local 1676 (Foreman)

June 29, 2007

City of Westfield
and
AFSCME, Foremen (Local 1676)

MEMORANDUM OF AGREEMENT

1. Duration

Three years July 1, 2007 – June 30, 2010

2. Wages (See attached)

2007-2008 – 2% increase effective July 1, 2007 for all employees. An additional 1% on January 1, 2008.

2008-2009 – 2% increase effective July 1, 2008 with additional 1% on January 1, 2009.

2009-2010 – 3% increase effective July 1, 2009.

3. Health Insurance

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 HNE 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.

4. The City agrees to give ten working days notice to a permanent change in hours.

5. Call backs- If an employee is notified the previous day for scheduled overtime the following day (due to inclement weather), and the employee then works a minimum of two hours prior to the start of his regular shift, he shall be eligible for four hours call back pay.

6. Call Backs- if an employee is called to report one hour or less prior to the start of the shift he shall be entitled to triple time (but no other premium pay).

7. The parties agree to revise the short in pay policy to eliminate automatic penalties for being in no pay status. However, nothing shall preclude disciplinary action for abuse of sick leave.
8. Bereavement-Increase to two days for brother-in-law and sister-in-law.
9. Work Day-The workday shall be defined as eight straight hours, including a half hour (paid) for lunch. The lunch period shall be established by each Department to start between 11:30 a.m. and 12:30 p.m. for the 7:00 a.m. to 3:00 p.m. shift, and may be staggered. Deviation may be allowed only on permission of supervisor. The second fifteen minute break shall be eliminated. Department heads may work out alternative schedule with their foremen, based on mutual agreement in writing and on file with the Personnel Department.
10. The City is discussing the issue of a four day schedule for curbside collection. The parties agree to meet and discuss this issue during the contract term.
11. Drop all remaining proposals/ retain all remaining provisions of current agreement.
12. This package is intended to be all inclusive for a successor agreement. It is understood by the parties that each party may identify interests and clarification items that can be discusses during the term of the agreement. Nothing in this document prohibits mutual agreement by the parties during the contract term.

NOTE: Final agreement is subject to supplemental appropriation by the City Council of sufficient monies to support the wage increase and evidence of demonstrated savings in the health insurance account sufficient to support the wage increase.

For the City of Westfield

Mayor

Date

For AFSCME Foremen

President

Date

Tommy Curran
Madeline M Kennedy

6/29/07

June 18, 2004

**City of Westfield
And
AFSCME Council 93, Local 1676 (Foremen Unit)**

“Tentative Agreement”*

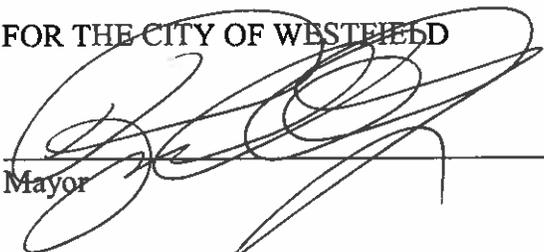
- 1. Three Year Contract – July 1, 2004 through June, 30, 2007.
 - 2. Wage increase July 1, 2004 2%
 July 1, 2005 3%
 July 1, 2006 3%
- (See attached for base wage proposal)

3. Health Insurance

Add: Effective July 1, 2004, the parties agree that the employees shall contribute twenty percent (20%) of the HMO rate (individual or family). The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. However, the parties agree to meet to review, consider and negotiate changes recommended by the c. 32B Committee and/or Health Care Task Force, no later than December 1, 2004.

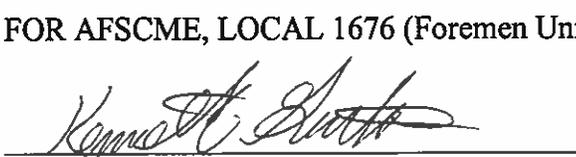
- 4. The parties agree that as a newly formed bargaining unit there are numerous issues to discuss at the bargaining table that are precluded from discussion, due to time constraints. The parties agree to the above interim agreement, with remaining language and economic issues to be discussed beginning forty-five (45) days after ratification of this and the AFSCME 40-Hour agreement. The current terms of the AFSCME 40-Hour Agreement shall be fully applicable to this bargaining unit with the above referenced modifications except for call back, which shall be at the new language in the AFSCME 40-Hour agreement, until a complete successor agreement is reached.

*** Final agreement is subject to receiving a recommendation from the 32B Committee regarding the Health Insurance proposal and positive ratification by all bargaining units in the City prior to June 30, 2004.**

FOR THE CITY OF WESTFIELD


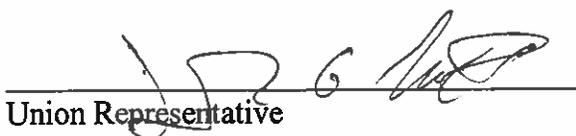
Mayor

Date: _____

FOR AFSCME, LOCAL 1676 (Foremen Unit)


President

Date: 6-29-04



Union Representative

Date: 6-29-04