

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this _ day of December, 2024, by and between the City of Westfield (“City”) as the employer by and through its duly authorized Mayor and the Westfield Municipal Employees Association (“WMEA”), through its duly authorized President, agree as follows:

WHEREAS, the City and the WMEA are parties to a Successor Agreement effective from July 1, 2022 through June 30, 2025; and,

WHEREAS, the Successor Agreement in Section 4.f. states that “if a current job description requires a specific license...any new hires shall obtain any required license within 6 months of their hire date”; and,

WHEREAS, the Parties have since recognized that the licensure for Water Treatment Operators may take longer than the above noted timeframes to complete due to the testing dates and length of time for results.

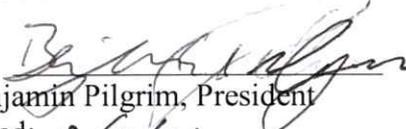
NOW THEREFORE, the Parties agree that, notwithstanding the language in the Successor Agreement to the contrary, any new hires or transfers to a Water Treatment Operator position will be required to obtain the necessary licensure for the position of Water Treatment Operator within eighteen (18) months of their hire date.

The parties agree that all other provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings beyond this agreement, either verbal or written, between the parties.

The City of Westfield:

Westfield Municipal Employees Association

By: 
Michael A. McCabe, Mayor
Dated: 12.17.24

By: 
Benjamin Pilgrim, President
Dated: 12/17/24

Approved as to form:
Law:

 12/13/24
Shanna Reed, Esq., First Assistant City Solicitor

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 21st day of November, 2024, by and between the City of Westfield, hereinafter "City," as the employer by and through its duly authorized Mayor and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, agree as follows:

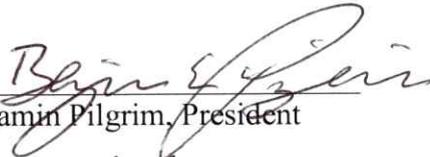
1. Brian Hazlett (hereinafter "Employee") was hired on November 4, 2024, as a park maintenance man within the Land and Natural Resources Division of the Department of Public Works.
2. Notwithstanding Article XIII: Vacations, subsection (3)(f), Employee shall be eligible to use one (1) week of vacation between the six (6) month anniversary of hire and the one (1) year anniversary as long as he remains in pay status during said time. The City agrees to disregard the non-pay status from November 4, 2024 through December 15, 2024 as Employee had informed City of a planned vacation prior to his hire date.

It is understood that this agreement will not be deemed a course of dealing between the parties nor shall it be considered precedent setting or held out as such in any future grievance, arbitration or any legal proceeding of any kind. The parties agree and acknowledge that this Agreement may not be used in any type of litigation, including grievances. It shall not be considered a "past practice." The parties agree that all other provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings beyond this agreement, either verbal or written, between the parties.

The City of Westfield:

Westfield Municipal Employees
Association

By: 
Michael A. McCabe, Mayor

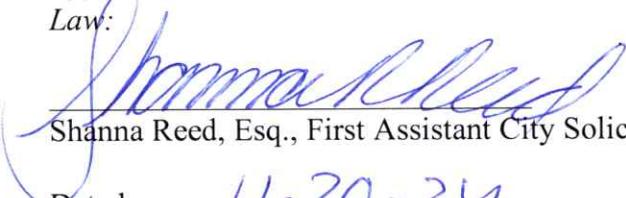
By: 
Benjamin Pilgrim, President

Dated: 11.21.24

Dated: 11/19/24

Approved as to form:

Law:


Shanna Reed, Esq., First Assistant City Solicitor

Dated: 11-20-24

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this the 17th day of October, 2024 by and between the City of Westfield, hereinafter "City," as the employer by and through its duly authorized Mayor and the Westfield Municipal Employee Association, hereinafter "WMEA," through its duly authorized President, for the purpose of entering into an agreement to the below named employee as follows:

1. Matthew Hayes has been hired as Park Maintenance Man, compensation shall start at Grade 9, Step 2 effective October 21, 2024. 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 WMEA 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.

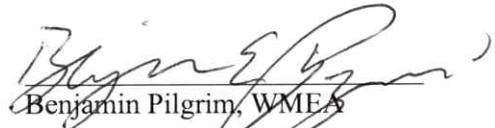
FOR THE CITY OF WESTFIELD



Michael McCabe, Mayor

Date: 10-17-24

FOR THE WMEA



Benjamin Pilgrim, WMEA

Date: 10/17/24

Approved as to form



Law Department

Date: 10-15-24

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 17th day of October, 2023, by and between the City of Westfield, hereinafter "City," as the employer by and through its duly authorized Mayor and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, agree as follows:

WHEREAS the parties agree as follows.

1. The Massachusetts Department of Environmental Protection ("DEP") has required as part of their annual report, that when the City of Westfield Water Treatment Plants are operational, they must be staffed for a minimum of two (2) hours per day;
2. This requirement could potentially result in employees working additional hours at additional facilities beyond their regular eight (8) hour shift;
3. If said additional hours are required on any given day, each employee shall be required to clock in and clock out at each facility and spend the minimum of seven hours at the Granville Road facility and two (2) hours at each the Shaker Road facility, the Owen District Road facility and the Dry Bridge Road facility when each of said facilities are operational;
4. Effective July 1, 2023 each clock in/clock out will be deemed a call back pursuant to Article XII: Overtime, of the Collective Bargaining Agreement and will entitle the employee to a four (4) hour minimum. This Agreement is meant to be temporary in nature and will expire upon the signing of a permanent Memorandum of Agreement or December 31, 2023, whichever is sooner.
5. The parties acknowledge that for a period after March of 2023, the employer stopped paying employees according to an oral agreement with management that provided for the same pay structure described above. Therefore, to honor that agreement and to address any unpaid wages, the parties agree that any on-call employees who have covered the above additional hours required by the DEP shall be paid according to the pay schedule described herein for all on-call periods after March of 2023.
6. 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.
7. The parties understand and further agree that should the directive from the DEP change that this Memorandum of Agreement shall be deemed null and void.

It is understood that this agreement will not be deemed a course of dealing between the parties nor shall it be considered precedent setting or held out as such in any

grievance, arbitration or any legal proceeding of any kind as it relates to the subject matter of this Agreement. The parties agree that all other provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings beyond this agreement, either verbal or written, between the parties.

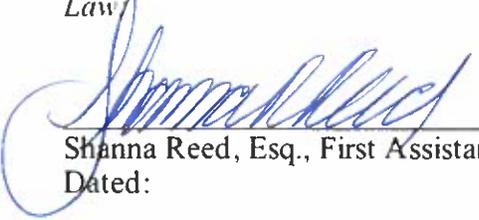
The City of Westfield:

Westfield Municipal Employees Association

By:  10-17-23
Michael A. McCabe, Mayor
Dated:

By: 
Nicholas Melo, President
Dated: 10/12/23

Approved as to form:
Law

 10-13-23
Shanna Reed, Esq., First Assistant City Solicitor
Dated:

MEMORANDUM OF AGREEMENT
(Senior Building Custodian)

This Agreement is entered into this the ___ day of July, 2022, by and between Westfield Municipal Employees Association, 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 an out of grade pay level for Christopher Cesare, as follows:

1.) Change to Appendix A:

Due to the retirement of the Senior Building Custodian (Foreman), Christopher Cesare has been temporarily fulfilling the duties of the position in the absence of contract verbiage allowing for a permanent hire. The parties agree to:

1. The Union agrees amend Appendix A (City of Westfield Job Classification and Wage Schedule), to include the job title of Senior Building Custodian at Grade 12.
2. Effective January 3rd, 2022, Christopher Cesare shall be paid at Grade 12 Step 6 of the WMEA unit pay scale.

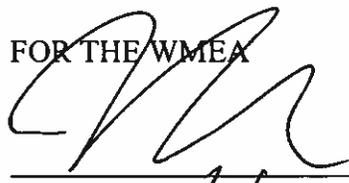
This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect. The Parties acknowledge that this Agreement shall not be precedent setting and will not be raised nor be cited by it or used involving any labor dispute, and / or for any grievance, or arbitration. This agreement is for the benefit of the above-named position(s) / employee (s) and no other employee in the Union or any other City employee excepting those referenced above. Further the WMEA agrees that it will not grieve nor seek Arbitration except as to disputes arising out of the subject matter of this Agreement.

FOR THE CITY OF WESTFIELD



Michael McCabe, Mayor
Dated: 8-3-22

FOR THE WMEA



Nicholas Melo, President
Date: 8/1/22

Approved as to Form:



Law Department
7-28-22

MEMORANDUM OF AGREEMENT.

This Agreement is entered into this the ^{2^{SA}}~~1st~~ day of June 2022, by and between the City of Westfield, a municipal corporation (hereinafter referred to as the "City"), by the Mayor of the City of Westfield and the Westfield Municipal Employees Association (hereinafter referred to as the "Union"), acting through their duly authorized President. Collectively, the City and Union shall hereinafter be referred to as the "Parties."

WHEREAS the Parties seek to resolve a grievance filed by the Union on behalf of their members concerning the compensation amount received for working on Saturday, December 25, 2021. The Union understands and acknowledges that the City believes it was appropriate to deny payment of "double time" in the aggrieved situation based on the plain language of the Collective Bargaining Agreement.

WHEREAS the Parties seek harmonious relations between each other and both desires to resolve this dispute in an amicable manner and agree to the following terms:

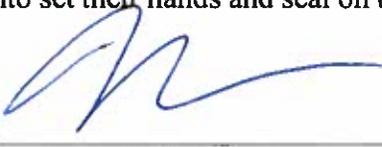
- 1.) *The City shall compensate the employees from the Union who worked on December 25, 2021, at the rate of "double-time" their regular rate rather than what they were compensated (time and one half)..*
- 2.) *The Parties specifically and expressly acknowledge and agree that this Agreement shall have no impact on the interpretation of contract provisions for compensation for any future "holidays" which arguably could be grieved under a similar circumstance. Each Party reserves the right to litigate and / or defend future disagreements pursuant to the terms of the collective bargaining agreement. This agreement shall have no impact or change the terms of the current governing contract.*
- 3.) *It is expected that the Union will request alternate language to remedy this potential situation from occurring in the future during upcoming collective bargaining negotiations.*

This agreement shall not constitute a past practice between the Parties. The Union specifically agrees 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 any union employee(s) and 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 settlement Agreement. Further, the Union and all its members agree to hold harmless, and / or expressly waive any and all claims, civil or otherwise, against the City of Westfield relating to this agreement.

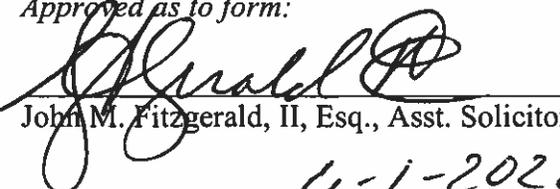
IN WITNESS WHEREOF, the Parties hereunto set their hands and seal on this the _____ day of March 2022.



Michael A. McCabe, Mayor
Dated: 6-3-22



Nicholas Melo, President
Dated: 6/2/22

Approved as to form:


John M. Fitzgerald, II, Esq., Asst. Solicitor / Labor Specialist
6-1-2022

MEMORANDUM OF AGREEMENT
(Out of Grade – Senior Building Custodian)

This Agreement is entered into this the 23rd day of May 2022, by and between Westfield Municipal Employees Association, 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 amending an out of grade pay level for Christopher Cesare, as follows:

1.) Out of Grade:

Due to the retirement of the Senior Building Custodian (Foreman), Christopher Cesare has been temporarily fulfilling the duties of the position in the absence of contract verbiage allowing for a permanent hire. The parties agree to:

1. Effective retroactively to January 3, 2022, Christopher Cesare shall be paid at Grade 12, Step 6 of the WMEA unit pay scale.
2. This temporary out of grade status will cease on August 31, 2022 with the expectation that the WMEA will bargain the Senior Building Custodian position into their contract during negotiations.

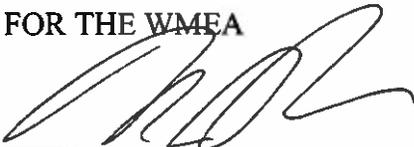
This agreement shall modify the current agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect. The Parties acknowledge that this Agreement shall not be precedent setting and will not be raised nor be cited by the union or used involving any labor dispute, and / or for any grievance, and / or arbitration. This agreement is solely for the benefit of the above-named position(s) / employee (s) and no other employee in the Union or any other City employee excepting those referenced above. Respective of paragraph two, the parties acknowledge that any separation of the incumbent from this position shall make this Agreement null and void. Further the Union agrees that it will not grieve nor seek Arbitration except as to disputes arising out of the subject matter of this Agreement.

FOR THE CITY OF WESTFIELD



Michael McCabe, Mayor
Dated: 5-24-22

FOR THE WMEA



Nicholas Melo, President
Date: 5/18/22

Approved as to Form:



Law Department
Dated: 5-23-2022

MEMORANDUM OF AGREEMENT.

This Agreement is entered into this the 21st day of March 2022, by and between the City of Westfield, a municipal corporation (hereinafter referred to as the "City"), by the Mayor of the City of Westfield and the Westfield Municipal Employees Association (hereinafter referred to as the "Union"), acting through their duly authorized President. Collectively, the City and Union shall hereinafter be referred to as the "Parties."

WHEREAS the Parties seek to resolve a grievance filed by the Union on behalf of their members concerning the compensation amount received for working on Saturday, December 25, 2021. The Union understands and acknowledges that the City believes it was appropriate to deny payment of "double time" in the aggrieved situation based on the plain language of the Collective Bargaining Agreement.

WHEREAS the Parties seek harmonious relations between each other and both desires to resolve this dispute in an amicable manner and agree to the following terms:

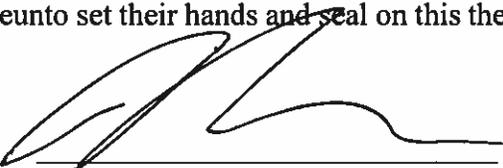
- 1.) *The City shall compensate the employees from the Union who worked on December 25, 2021, at the rate of "double-time" their regular rate rather than what they were compensated (time and one half) which amounts to \$1,129.00 for the affected 12 workers.*
- 2.) *The Parties specifically and expressly acknowledge and agree that this Agreement shall have no impact on the interpretation of contract provisions for compensation for any future "holidays" which arguably could be grieved under a similar circumstance. Each Party reserves the right to litigate and / or defend future disagreements pursuant to the terms of the collective bargaining agreement. This agreement shall have no impact or change the terms of the current governing contract.*
- 3.) *It is expected that the Union will request alternate language to remedy this potential situation from occurring in the future during upcoming collective bargaining negotiations.*

This agreement shall not constitute a past practice between the Parties. The Union specifically agrees 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 any union employee(s) and 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 settlement Agreement. Further, the Union and all its members agree to hold harmless, and / or expressly waive any and all claims, civil or otherwise, against the City of Westfield relating to this agreement.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seal on this the _____ day of March 2022.



Michael A. McCabe, Mayor
Dated: 3-22-22



Nicholas Melo, President
Dated: 3/16/22

Approved as to form:

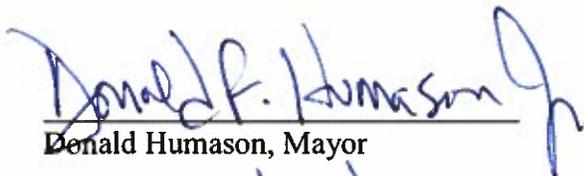

3-21-22
John M. Fitzgerald, II, Esq., Asst. Solicitor / Labor Specialist

MEMORANDUM OF AGREEMENT
(In the matter of Thomas Curran)

This Agreement is entered into this the _____ day of November 2021, by and between Westfield Municipal Employees Association, 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 terms and conditions of the employment of Thomas Curran, as follows:

1. It is understood and agreed between the parties that Thomas Curran, having been designated and appointed by the Building Superintendent, the appointing authority, shall hold the position of Custodian (Part-time non-union) and will now be up to nineteen (19) hours a week.
2. The hourly rate for this position will be \$21.00 per hour , effective upon the Thomas Curran's retirement date of December 31st, 2021.
3. ~~X~~ In no event will this change the duties, job descriptions, or obligations of the current custodians unless agreed to in writing by the parties.
- ~~X~~
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. Further, it is agreed that this Agreement shall expire upon the separation of Mr. Curran from employment with the City.
5. This agreement is for the benefit of the above-named employee and no other City employee. The City through the relevant appointing authority may at its sole discretion contemplate similar action for like suited situations in the future but is under no obligation to do so. This Agreement shall not constitute a past practice between the parties nor compel or require the City of Westfield to consider a similar arrangement for any like situated employee(s);
6. The Union agrees that this Agreement shall not be precedent setting and will not be raised or cited by it or used involving any labor dispute, and / or for any grievance or arbitration involving union employees. Further the Union agrees that it will not grieve nor seek Arbitration except as to disputes arising out of the subject matter of this Agreement.

FOR THE CITY OF WESTFIELD


Donald Humason, Mayor

Date: 11/29/21

FOR THE WMEA


Nicolas Melo, President

Date: 11-22-21

Approved as to Form:



Law Department

Dated: 11-29-21


Thomas Curran, Employee

Dated: 11/23/21

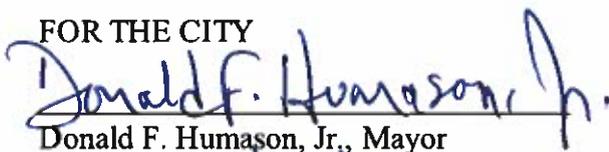
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this _____ day of May, 2021, by and between the City of Westfield, ("City") as the employer by and through its duly authorized Mayor, and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, for the purpose of clarifying the salary levels, terms and conditions of employment of Larry Darling, ("Employee"), as Maintenance Craftsman in the Water Department, as follows:

1. It is understood and agreed between the parties that Larry Darling, having been designated and appointed by the appointing authority, shall hold the position of Maintenance Craftsman and shall be at grade 11, step 4 according to the Collective Bargaining Agreement effective June 21, 2021.
2. Step movement within the Collective Bargaining unit will continue as follows:
Upon his anniversary on June 21, 2022: grade 11 step 5;
June 21, 2023: grade 11 step 6;
June 21, 2028: grade 11 step 7; and so forth.
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.

It is understood that this agreement will not be deemed a course of dealing between the parties nor shall it be considered precedent setting or held out as such in any future grievance, arbitration or any legal proceeding of any kind. The parties agree and acknowledge that this Agreement may not be used in any type of litigation, including grievances. It shall not be considered a "past practice". The parties agree that all other provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings beyond this agreement, either verbal or written, between the parties.

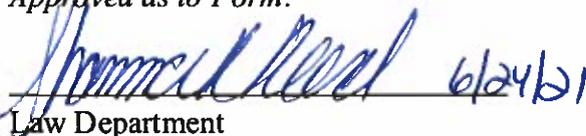
FOR THE CITY



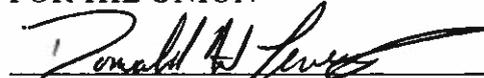
Donald F. Humason, Jr., Mayor

Dated: 6/24/21

Approved as to Form:

 6/24/21
Law Department

FOR THE UNION



Donald Levere, President

Dated: 06-17-2021



Larry Darling, Employee

Dated: 6/28/21

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 10th day of December, 2020, by and between the City of Westfield, hereinafter "City," as the employer by and through its duly authorized Mayor and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, agree as follows:

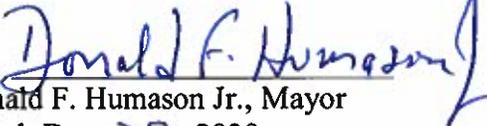
WHEREAS the parties agree as follows.

1. The requirements for the position of Motor Equipment Repairman in the Department of Public Works Highway Division include possession and retention of a CDL B with an X endorsement and all applicable hoisting engineers licensure;
2. The requirements include the opportunity for a qualified individual to attain the position without the required licensing, provided that they acquire the license(s) within twelve months of assuming the position;
3. Ben Pilgrim has applied for and been selected to fill the vacant Motor Equipment Repairman position;
4. Mr. Pilgrim will start in the position on Monday, December 21, 2020;
5. Should Ben Pilgrim fail to obtain the above mentioned license(s) within twelve months for any reason, the City may at the sole discretion of the appointing authority, allow additional time to obtain said license(s), or revert Mr. Pilgrim to his previous grade and step; and
6. 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.

It is understood that this agreement will not be deemed a course of dealing between the parties nor shall it be considered precedent setting or held out as such in any future grievance, arbitration or any legal proceeding of any kind. The parties agree and acknowledge that this Agreement may not be used in any type of litigation, including grievances. It shall not be considered a "past practice." The parties agree that all other provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings beyond this agreement, either verbal or written, between the parties.

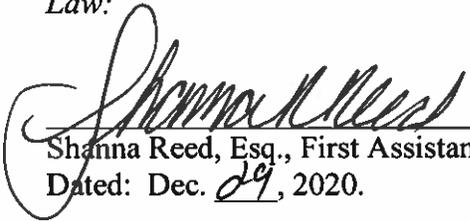
The City of Westfield:

Westfield Municipal Employees
Association

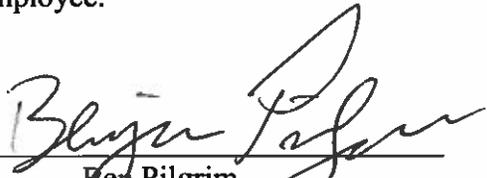
By: 
Donald F. Humason Jr., Mayor
Dated: Dec. 29, 2020

By: 
Donald Levere, President
Dated: Dec. 16, 2020

Approved (as to form only)
Law:


Shanna Reed, Esq., First Assistant Solicitor
Dated: Dec. 29, 2020.

Employee:


Ben Pilgrim
Dated: Dec. 16, 2020.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 16 day of December, 2020, by and between the City of Westfield, hereinafter "City," as the employer by and through its duly authorized Mayor and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, agree as follows:

WHEREAS the parties agree as follows.

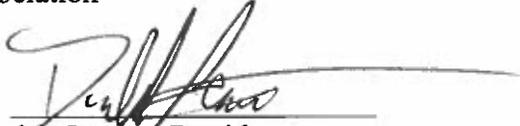
1. The requirements for the position of Special Motor Equipment Operator in the Department of Public Works Highway Division include possession and retention of a CDL A with an X endorsement and all applicable hoisting engineers licensure;
2. The requirements include the opportunity for a qualified individual to attain the position without the required licensing, provided that they acquire the license(s) within twelve months of assuming the position;
3. Robert Adelman has applied for and been selected to fill the vacant Special Motor Equipment Operator position;
4. Mr. Adelman will start in the position on Monday, December 3, 2020;
5. Should Robert Adelman fail to obtain the above mentioned license(s) within twelve months for any reason, the City may at the sole discretion of the appointing authority, allow additional time to obtain said license(s), or revert Mr. Adelman to a previous grade and step; and
6. 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.

It is understood that this agreement will not be deemed a course of dealing between the parties nor shall it be considered precedent setting or held out as such in any future grievance, arbitration or any legal proceeding of any kind. The parties agree and acknowledge that this Agreement may not be used in any type of litigation, including grievances. It shall not be considered a "past practice." The parties agree that all other provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings beyond this agreement, either verbal or written, between the parties.

The City of Westfield:

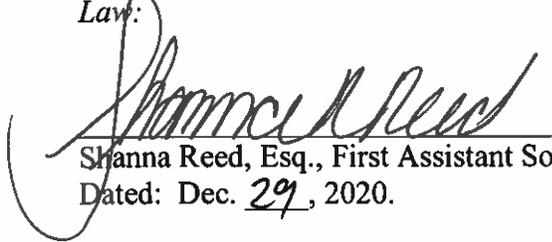
Westfield Municipal Employees
Association

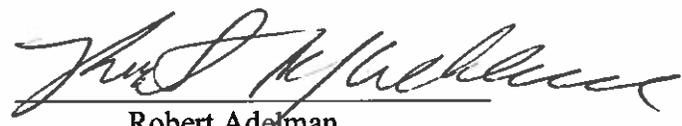
By: 
Donald F. Humason Jr., Mayor
Dated: Dec. 29, 2020

By: 
Donald Levere, President
Dated: Dec. 16, 2020

Approved (as to form only)

Employee:

Law:

Shanna Reed, Esq., First Assistant Solicitor
Dated: Dec. 29, 2020.


Robert Adelman
Dated: Dec. 16, 2020.

Memorandum of Agreement.

This Agreement is entered into by and between the City of Westfield (hereinafter referred to as the "City"), and the Westfield Municipal Employees Association (hereinafter referred to as "Union") and Kent Markel.

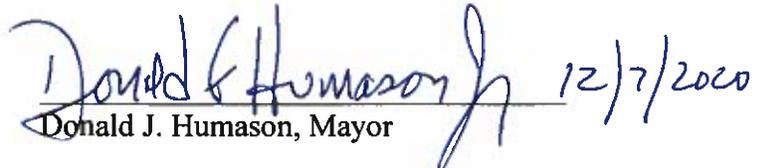
WHEREAS, the parties seek to resolve a grievance and arbitration filed by the Union on behalf of Mr. Kent Markel against the City. Specifically, this agreement is to resolve the dispute arising out of the discipline imposed and referred to in arbitration matter of AAA # 01-20-0010-8026.

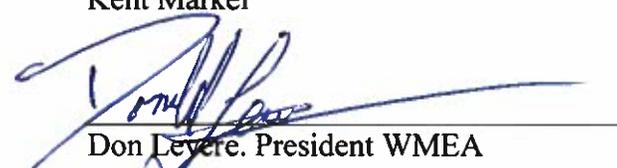
NOW THEREFORE, in consideration of the mutual agreement herein contained, the parties agree as follows:

- 1.) The parties agree that the discipline previously imposed against Mr. Markel be amended as follows: the 10 (ten) day suspension without pay will become a 3 (three) day suspension without pay, and the loss of compensation for the 7 days shall be restored to Mr. Markel on the next regular pay period after execution of this Agreement;
- 2.) The parties agree that the discipline, including but not limited to the suspension, resulting from the aforesaid incident, shall be removed from Mr. Markel's Personnel File on 4 p.m. on June 30, 2021;
- 3.) The Union agrees that this Agreement shall not be precedent setting and will not be raised or cited by it or used in any labor dispute, and / or for any grievance or arbitration involving union employees other than enforcement this Agreement; and
- 4.) Upon execution of this Agreement the Union will formally withdraw their demand for Arbitration.

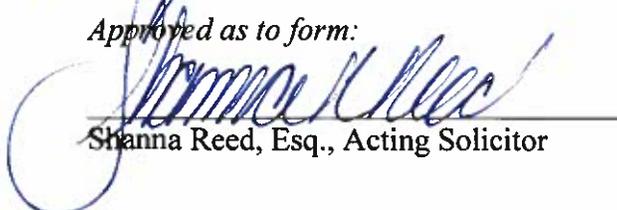
IN WITNESS WHEREOF, The parties hereunto set their hands and seal on this the 3rd day of ~~November~~ ^{December}, 2020.


Kent Markel


Donald J. Humason, Mayor


Don Levere, President WMEA

Approved as to form:


Shanna Reed, Esq., Acting Solicitor

Good One

DONE
11-06-2020

(8)

November

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 09 day of ~~October~~, 2020, by and between the City of Westfield, hereinafter "City," as the employer by and through its duly authorized Mayor and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, agree as follows:

WHEREAS the parties agree as follows.

1. The requirements for the position of Special Motor Equipment Operator in the Department of Public Works Highway Division include possession and retention of a CDL A with an X endorsement and all applicable hoisting engineers licensure;
2. The requirements include the opportunity for a qualified individual to attain the position without the required licensing, provided that they acquire the license(s) within twelve months of assuming the position;
3. Riley Garstka has applied for and been selected to fill the vacant Special Motor Equipment Operator position;
4. Mr. Garstka will start in the position on Monday, November 9, 2020;
5. Should Riley Garstka fail to obtain the above mentioned license(s) within twelve months for any reason, the City may at the sole discretion of the appointing authority, allow additional time to obtain said license(s), or revert Mr. Garstka to his previous grade and step;
6. The parties acknowledge that Mr. Garstka is a member of the United States Military and subject to being called to active duty and/or trainings. If Garstka is "activated" during the twelve-month provision referenced in paragraph five (5), the time to obtain said license(s) shall be "tolled" during such time that he is not actively working for the City of Westfield due to his military commitment. This shall include any time that he is not working for the City due to any injury, disability, or otherwise that results or resulted from his service while on active duty; and
7. 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.

It is understood that this agreement will not be deemed a course of dealing between the parties nor shall it be considered precedent setting or held out as such in any future grievance, arbitration or any legal proceeding of any kind. The parties agree and acknowledge that this Agreement may not be used in any type of litigation, including grievances. It shall not be considered a "past practice." The parties agree that all other

provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings beyond this agreement, either verbal or written, between the parties.

The City of Westfield:

By: Donald F. Humason Jr.
Donald F. Humason Jr., Mayor
Dated: Nov. 17, 2020

Westfield Municipal Employees Association

By: Donald Levere DML 11/17/2020
Donald Levere, President
Dated: Nov. 6, 2020

Approved (as to form only)

Law:

Shanna Reed
Shanna Reed, Esq., Acting City Solicitor
Dated: Nov. 17, 2020.

Employee:

Riley Garstka
Riley Garstka
Dated: Nov. 5, 2020.

MEMORANDUM OF AGREEMENT

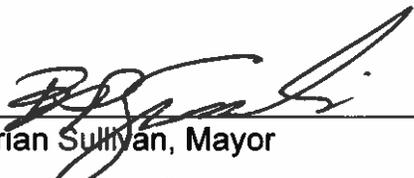
This Agreement is entered into this the ___ day of April 2019, by and between Westfield Municipal Employees Association, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels of Christopher Cesare, as follows:

Whereas, the parties are parties to a certain memorandum of agreement dated April 29, 2015 and

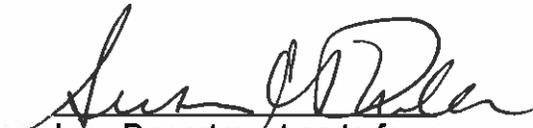
Whereas, the parties are desirous of clarifying said agreement as follows:

1. Effective February 23, 2019 Christopher Cesare's rate of pay shall increase to \$19.24, specified as a Grade 9 Step 6 with the WMEA Union wage scale.
2. All future steps will occur effective February 23rd each year following; reaching Grade 9 Step 7 (MUNIS Step 11) on February 23, 2024 and Grade 9 Step 8 (MUNIS Step 16) on February 23, 2029.
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
Date: 4-24-19



Law Department as to form

FOR THE WMEA



President
Date: 04-16-2019



Christopher Cesare
Date: 4/3/19

MEMORANDUM OF AGREEMENT

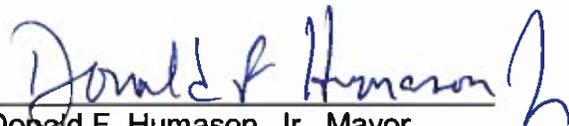
This memorandum of agreement is entered into this 7th day of February, 2020, by and between the City of Westfield, hereinafter "City", employer by and through its' duly authorized Mayor, and Westfield Municipal Employees Association, hereinafter "Union", the collective bargaining agent through its duly authorized President as follows:

1. The parties agree to amend the Successor Agreement between the parties dated January 31, 2020, by adding and amending Section 7b of said Successor Agreement by replacing the language "Employees in the Parks and Highways division who obtain their Sprayer/Fertilizer license shall receive a \$.50 hourly stipend" to "Employees in the Parks, Land and Natural Resources Department and Highway division who obtain their Sprayer/Fertilizer license shall receive a \$.50 hourly stipend."
2. Said agreement, consistent with the Successor Agreement, shall be effective as of July 1, 2019.

This agreement is made consistent with the current collective bargaining agreement between the parties and all remaining provisions shall stay in full force and effect.

FOR THE CITY OF WESTFIELD

FOR THE UNION


Donald F. Humason, Jr., Mayor


Michael Keier, President

Dated: 2/14/2020

Dated: 2/7/2020

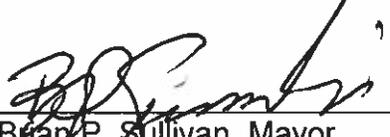
MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 31st day of July, 2019, by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, and Westfield Municipal Employees Association, hereinafter "Union", the collective bargaining agent through its duly authorized President as follows:

1. Pursuant to Article IX: Hours of Work, of the existing agreement the City seeks to modify the work hours of the custodian at City Hall to meet departmental needs including the ability to clean offices while vacant, and to accommodate late day closings on Friday's.
2. Pursuant to this request, the parties agree to modify the work hours for a custodian position in City Hall in order to meet departmental requirements as follows:
 - a. Effective on August 12, 2019, the work hours for Chris Cesare will be changed from 11:00 a.m. to 5:00 p.m. Monday through Friday to 6:00 a.m. to 12:00 Noon Monday through Thursday and from 11:00 a.m. to 5:00 p.m. on Friday's;
3. It is further recognized that these hours may be modified on an exception basis to meet departmental needs to accommodate days off for other employees within the department.

This agreement is made consistent with the current collective bargaining agreement between the parties and all remaining provisions shall stay in full force and effect.

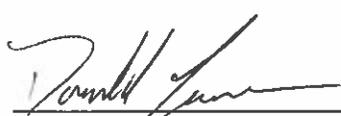
FOR THE CITY OF WESTFIELD



Brian P. Sullivan, Mayor

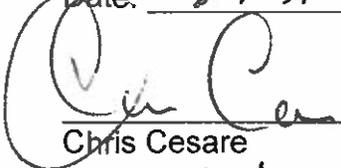
Date: 7-31-19

FOR WMEA



Don Leyer, Union President

Date: 7-31-2019



Chris Cesare

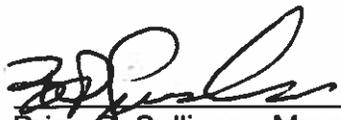
Date: 7/31-2019

MEMORANDUM OF AGREEMENT

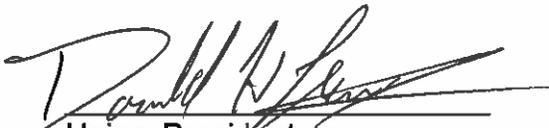
This memorandum of agreement is entered into this 23RD day of April, 2019, by and between the City of Westfield, hereinafter "City", employer by and through its duly authorized Mayor, and Westfield Municipal Employees Association, hereinafter "Union", the collective bargaining agent through its duly authorized President as follows:

1. The parties wish to amend Article XIV: Working Out of Classification, Section 1. Specifically, "Employees working out of grade in the supervisory ranks will be paid at step 1 for the rank they are working out of grade." Effective January 1, 2019, the supervisory "ranks" were removed from the contract language for the AFSCME, Council 93, Local 1676, therefore nullifying the above mentioned language.
2. Updated contract language for Article XIV shall replace the sentence referenced in paragraph 1 of this agreement with the following: "Employees working out of grade in the supervisory role will be paid at step 1."
3. This language change shall be made retroactive effective January 1, 2019.
4. 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

By: 
Brian P. Sullivan, Mayor
04-29-19
Date

FOR WMEA


Union President
04-23-2019
Date


Law Department as to form

Memo

To: Christopher Cesare
From: Joanne Lemelin, Acting Personnel Director
Date: April 26, 2019
Re: Memorandum of Agreement

Attached please find a copy of the fully executed Memorandum of Agreement. If you have any questions, please let me know.

Personnel Department

Attachment

MEMORANDUM OF AGREEMENT

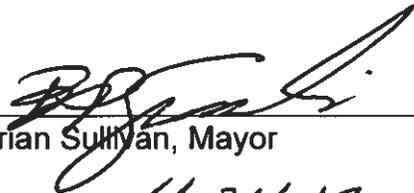
This Agreement is entered into this the ___ day of April 2019, by and between Westfield Municipal Employees Association, acting through their duly authorized President, and the City of Westfield, a municipal corporation, by the Mayor of the City of Westfield for the purpose of clarifying the salary levels of Christopher Cesare, as follows:

Whereas, the parties are parties to a certain memorandum of agreement dated April 29, 2015 and

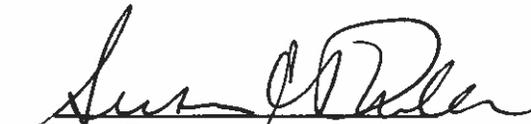
Whereas, the parties are desirous of clarifying said agreement as follows:

1. Effective February 23, 2019 Christopher Cesare's rate of pay shall increase to \$19.24, specified as a Grade 9 Step 6 with the WMEA Union wage scale.
2. All future steps will occur effective February 23rd each year following; reaching Grade 9 Step 7 (MUNIS Step 11) on February 23, 2024 and Grade 9 Step 8 (MUNIS Step 16) on February 23, 2029.
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
Date: 4-24-19



Law Department as to form

FOR THE WMEA



President
Date: 04-16-2019



Christopher Cesare
Date: 4/3/19

Memo

To: Don Levere
From: Jane F. Sakiewicz, Personnel Director
cc: Lynn Robienciezak and Joanne Lemelin
Date: December 27, 2018
Re: Memorandum of Agreement

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

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 21st day of December, 2018, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, for the purpose of clarifying working expectations for certain Unit employees expected to report to work on Monday, December 24, 2018:

1. The parties agree to allow unit members engaged in refuse collection to work Monday, December 24, 2018, which the Mayor has closed City Offices, and to be excused from work Sunday, December 30, 2018, which would be required to keep the refuse collection near schedule.
2. Said employees ordinarily receive Sunday pay for eight (8) hours at two (2) times their regular rate of pay under the collective bargaining agreement of the parties (hereinafter "Sunday overtime").
3. The parties agree to pay the "Sunday overtime" rate, pursuant to paragraph 2 of this agreement, for the eight (8) hours to be worked on Monday, December 24, 2018.
4. The explicit intent of this agreement is to allow the employees to work Monday December 24, 2018 and to have the same rate of pay they would have otherwise been entitled to if they had worked Sunday December 30, 2018.
5. Employees must report to work and perform their working duties to collect the two times regular pay per this agreement.
6. Employees scheduled to work under this agreement and using sick, vacation and/or any other accrued time shall receive straight time and shall not be entitled to the "Sunday overtime" rate.
7. It is understood 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.
8. 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.

The City of Westfield:

By: _____

Brian P. Sullivan, Mayor

Date: _____

12/21/18

Westfield Municipal Employees Association

By: _____

Don Levere, President

Date: December 21, 2018

Gerri Riga

From: Gerri Riga <g.riga@cityofwestfield.org>
Sent: Friday, November 16, 2018 1:43 PM
To: Jeff Krok (j.krok@cityofwestfield.org); Donald Levere (do.levere@cityofwestfield.org)
Subject: Settlement Agreement
Attachments: Settlement Agreement Hewins, Annino.pdf

Jeff/Don:

Attached please find a fully executed Settlement Agreement by and Among the City of Westfield, Charles Hewins, Louis Annino and the Westfield Municipal Employee Association.

Thank you for your attention to this matter.
Gerri

Gerri Riga
Personnel Assistant
City of Westfield
59 Court Street
Westfield, MA 01085
(413) 642-9313
g.riga@cityofwestfield.org

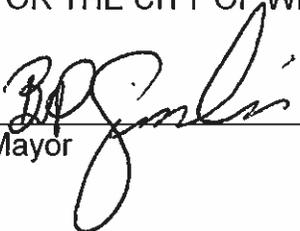
SETTLEMENT AGREEMENT
BY AND AMONG
THE CITY OF WESTFIELD, CHARLES HEWINS, LOUIS ANNINO
AND THE WESTFIELD MUNICIPAL EMPLOYEE ASSOCIATION

The City of Westfield (hereinafter referred to as "City"), Charles Hewins ("Mr. Hewins"), Louis Annino ("Mr. Annino") and the Westfield Municipal Employee Association (hereinafter referred to as "Union") (collectively the "Parties") hereby agree to the following terms, conditions, and understandings.

1. The Union filed two grievances, one on behalf of Mr. Hewins for the alleged failure of the City to consider an internal application for promotion in violation of the collective bargaining agreement, and one on behalf of Mr. Annino alleging the City did not have just cause to suspend Mr. Annino for five (5) days. Both grievances were not satisfactorily resolved in the opinion of the Union and arbitration was filed on behalf of each (Hewins – AAA docket No. 01-17-0004-7231; Annino – AAA docket No. 01-18-0002-2577).
2. The Union, Mr. Hewins, and Mr. Annino collectively agree to withdraw their respective demands for arbitrations as listed in Paragraph 1 of this agreement, with prejudice.
3. The City agrees to promote Mr. Hewins to the position of working foreman at Sanitary Landfill effective upon execution of this agreement.
4. The City agrees Mr. Hewins has served in an out-of-grade capacity since the former foreman vacated the position. Consequently, the Parties agree Mr. Hewins shall be paid out-of-grade pay from September 3, 2018, and until he is formally promoted to the position for which he is serving out-of-grade. The Parties understand the out-of-grade payment will be made by the Health Department.
5. The City simultaneously agrees to transfer Mr. Annino to the Special Heavy Motor Equipment Operator position at the Transfer Station vacated by Mr. Hewins pursuant to paragraph 3 of this agreement. The transfer of Mr. Annino to the SHMEO position shall occur effective the same day Mr. Hewins is promoted.
6. The City agrees to reduce Mr. Annino's suspension from five (5) days to three (3) days, and to consequently reimburse Mr. Annino for two days of pay to offset time served in suspension.
7. The City agrees to reimburse Mr. Annino for the sick time he lost due to being in no-pay status while serving his suspension. The 1.5 days of sick time shall be attributed to his accrued leave time upon execution of this agreement.

8. The Parties agree that the incident that is the subject of the grievance does not set precedent for any same or similar circumstance in the future.

FOR THE CITY OF WESTFIELD



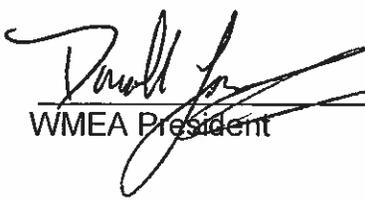
Mayor

EMPLOYEE



Charles Hewins

FOR THE UNION



WMEA President

EMPLOYEE



Louis Annino

Effective date of execution November 2, 2018



City of Westfield, Massachusetts

Personnel Department

Jane F. Sakiewicz, PHR
Personnel Director

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

59 Court Street, Westfield, MA 01085
j.sakiewicz@cityofwestfield.org

September 19, 2018

Donald Levere, President
Westfield Municipal Employees Association
Westfield, MA 01085

RE: Memorandum of Agreement

Dear Don:

Attached is a copy of the fully-executed Memorandum of Agreement regarding the grievance of Michael Keier and amendment of Collective Bargaining Agreement language.

Mr. Keier's four (4) hours of overtime will be a prior year so we will present to City Council for funding as soon as possible.

If you have any questions, please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jane F. Sakiewicz".

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

CC: John Connor, Esq.
Jeffrey Krok, Esq.
David Billips
Audit
Payroll

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 11th day of September, 2018, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, amend language in the Collective Bargaining Agreement:

WHEREAS the parties wish to amend Article XII: Overtime, effective upon execution of this Agreement, as follows.

1. Amend Paragraph 7 as follows:

7. Three (3) hours and under of sick time on a given day, and any vacation or personal time does not affect overtime eligibility on that day; this does not apply to call-ins (See paragraph 2 of this Article). Sick leave use on Friday will not disqualify an employee for overtime on the subsequent weekend. If the employer so desires, the employer may reopen negotiations regarding this paragraph prior to January 1, 2016.

2. Add Paragraph 9 as follows:

9. The rate paid for call-ins shall be the rate at the time the overtime starts, up to four (4) hours. Any time after the four (4) hours, the rate would change to the rate of that day.

3. The City of Westfield agrees to pay Michael Keier the equivalent of four (4) hours of overtime for a January 15, 2018 call-in.

4. The WMEA and Mr. Keier will withdraw with prejudice their grievance dated January 23, 2018. Both WMEA and Mr. Keier further waive any

claims, grievances or causes of action of any kind relating to Mr. Keier's grievance dated January 23, 2018 concerning the employer's decision to previously pay Mr. Keier at straight time for time worked on January 5, 2018.

5. The parties agree that the terms of this agreement do not constitute precedent for any future matter and that this agreement as well as its terms may not be admitted as evidence in any subsequent proceeding including any grievance, Charge of Prohibited Practice or cause of action before any court or administrative agency.
6. 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.

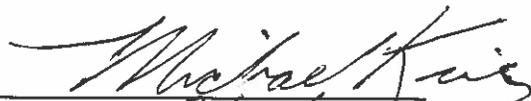
The City of Westfield:

By: 
Brian P. Sullivan, Mayor
Date: 9-19-18

Westfield Municipal Employees
Association

By: 
Don Levere, President
Date: 9-19-18

Employee – Michael Keier


Date: 9/19/18



City of Westfield, Massachusetts

Personnel Director

Jane Sakiewicz, PHR, IPMA-CP
Personnel Director

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

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

Date: November 27, 2017

To: Donald Levere, WMEA Union President

From: Jane Sakiewicz

Re: Memorandum of Understanding

Attached for your files, please find an original copy of the memorandum of understanding regarding the appointment of Richard Pike to the Laborer position once vacated by Tom Dubriel.

/aec

Attachment

cc: Audit
Payroll

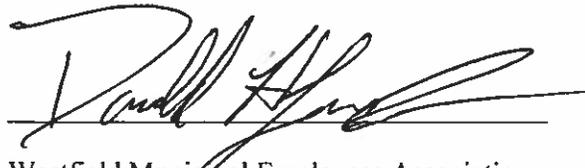
**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF WESTFIELD and THE WESTFIELD
MUNICIPAL EMPLOYEES ASSOCIATION**

The City of Westfield (hereinafter "City") and the Westfield Municipal Employees Association (hereinafter "WMEA"), hereby agree to the following terms, conditions, and understandings:

1. The City of Westfield will agree to appoint Richard Pike into the position currently held by Tom Dubriel upon Dubriel's retirement. The appointment will be designated permanent under Civil Service.
2. The WMEA and Mr. Pike will withdraw with prejudice their pending grievance. Both WMEA and Mr. Pike further agree to waive any further claims, grievances or causes of action of any kind relating to the employer's failure to previously award Mr. Pike a laborer's position in the Sewer Department.
3. The WMEA further agrees that it hereby waives any claim that the position to which Mr. Pike will be permanently assigned must be posted or otherwise offered to the general membership prior to awarding the position to Mr. Pike.
4. The parties agree that the terms of this agreement do not constitute precedent for any future matter and that this agreement as well as its terms may not be admitted as evidence in any subsequent proceeding including any grievance, Charge of Prohibit Practice or cause of action before any court or administrative agency.
5. By their respective signatures below, both parties acknowledge that they have had the opportunity to consult with their respective attorneys and are knowingly, freely and willingly entering into this agreement.



City of Westfield
Date: 11-27-17



Westfield Municipal Employees Association
Date: 11-27-17



Richard Pike
Date: 11-27-17



City of Westfield, Massachusetts Personnel Director

Jane Sakiewicz, PHR, IPMA-CP
Personnel Director

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

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

Date: November 27, 2017

To: Donald Levere, WMEA Union President

From: Jane Sakiewicz

Re: Memorandum of Understanding

Attached for your files, please find an original copy of the memorandum of understanding regarding the reimbursement for Class A & Class B licenses.

/aec

Attachment

cc: Audit
Payroll

MEMORANDUM OF UNDERSTANDING

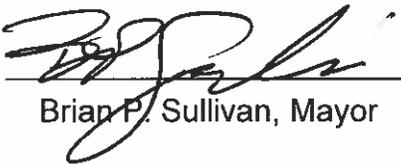
This Memorandum of Understanding is entered into this 27 day of November, 2017, by and between the City of Westfield, hereinafter "City", as the employer by and through its duly authorized Mayor and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, clarifying language in the Collective Bargaining Agreement:

WHEREAS the parties wish to clarify the Article XXVI: Mileage and Special Licenses, second paragraph.

1. It was the intent of the parties while in negotiations to have language regarding reimbursement for Class A and B licenses, but that language is not clear.
2. The City has agreed to pay the difference between the cost of a Class A or Class B license and the cost of a Class D or lower license.
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.

The City of Westfield:

Westfield Municipal Employees Association

By: 
Brian P. Sullivan, Mayor

By: 
Don Levere, President

Date: 11-22-17

Date: 11-22-2017



City of Westfield, Massachusetts Personnel Director

Jane Sakiewicz, PHR, IPMA-CP
Personnel Director

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

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

Date: November 27, 2017

To: Donald Levere, WMEA Union President

From: Jane Sakiewicz

Re: Memorandum of Understanding

Attached for your files, please find an original copy of the memorandum of understanding regarding the appointment of Nicholas Melo to the Tree Climber/Trimmer.

/aec

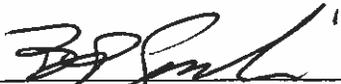
Attachment

cc: Audit
Payroll

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF WESTFIELD and THE WESTFIELD
MUNICIPAL EMPLOYEES ASSOCIATION**

The City of Westfield (hereinafter "City") and the Westfield Municipal Employees Association (hereinafter "WMEA"), hereby agree to the following terms, conditions, and understandings:

1. The City of Westfield agrees to appoint Nicholas Melo in the existing vacant Tree Climber/Trimmer position effective November 27, 2017. The appointment will be designated permanent under Civil Service.
2. The Parties agree the position change meets the definition of a promotion; however, the parties explicitly agree Mr. Melo shall carry all prior progressive discipline in his Personnel file into the new position. The position change is an opportunity for Mr. Melo to change workplace environments in the explicit interest of complying with workplace rules and protocols, specifically including working harmoniously with coworkers.
3. The WMEA and Mr. Melo will withdraw with prejudice their grievance and demand for arbitration which was filed with the American Arbitration Association (Case Number: 01-17-0004-7232). Both WMEA and Mr. Melo further waive any claims, grievances or causes of action of any kind relating to Mr. Melo's grievance concerning the employer's decision to previously deny him a tree trimmer position with the City.
4. The WMEA further agrees that it hereby waives any claim that the position to which Mr. Melo will be permanently assigned must be posted or otherwise offered to the general membership prior to awarding the position to Mr. Melo.
5. The parties agree that the terms of this agreement do not constitute precedent for any future matter and that this agreement as well as its terms may not be admitted as evidence in any subsequent proceeding including any grievance, Charge of Prohibit Practice or cause of action before any court or administrative agency.
6. By their respective signatures below, both parties acknowledge that they have had the opportunity to consult with their respective attorneys and are knowingly, freely and willingly entering into this agreement.



City of Westfield
Date: 11-22-17



Westfield Municipal Employees Association
Date: 11-22-2017



Nicholas Melo
Date: 11-22-17



City of Westfield, Massachusetts

Jane Sakiewicz
Personnel Director

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

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

Date: March 13, 2017

To: Donald Levere, Westfield Municipal Employees Union President

From: Jane Sakiewicz

Re: Memorandum of Agreement

Attached for your files, please find a copy of the memorandum of agreement regarding the on call for the Treatment Plant employees and an update to language regarding snow plowing for MEOs.

/aec

Attachment

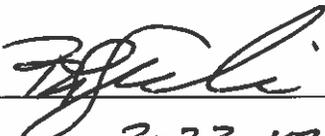
cc: Mary Daley, Interim City Auditor
Jeffrey Krok, Labor Counsel
David Billips, Superintendent
Robin Richard, Payroll
John Connor, Union Attorney

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this ____ day of February, 2017 by and between the Westfield Municipal Employees Association and the City of Westfield, acting by and through its duly authorized Mayor, for the dual purpose of codifying on-call payment rates under the parties' Collective Bargaining Agreement and codifying agreement on motor equipment operator job responsibilities. Both parties agree to the following:

1. Parties agree to adjust all on-call payments throughout the entire Collective Bargaining Agreement from \$25 per day to \$35 per day, including specifically Appendix C (the Water Treatment Plant Personnel Appendix), Article VII.
2. Parties agree the protocol of payments delineated under Article VII of Appendix C shall remain on the per diem basis as per the second paragraph of Article VII – as opposed to the outdated ten (10) day payment total of \$175.00 as referenced in the first paragraph.
3. Parties agree payment increase from \$25 to \$35 as delineated in Paragraphs 1 and 2 of this agreement shall be effective retroactive to July 1, 2016.
4. Parties agree to remove “During winter months, if plows or spreaders are added to 5-ton dump trucks (or larger class), employees may be paid at heavy motor equipment grade,” from the job description of grade 11 Motor Equipment Operator/Laborer and to replace with the following: “Performs snow plowing and snow removal services, including but not limited to operating 5-ton dump truck (or larger class) with plows and/or spreaders.”
5. This Memorandum of Agreement is only intended to resolve the matters connected with on-call pay and MEO snow plowing duties and is not designed to nor otherwise shall alter the terms and conditions of the Collective Bargaining Agreement. This constitutes full and complete settlement between all of the parties.

For the City:



Date: 2-23-17

For the Union:



Date: 02-23-2017

MOTOR EQUIPMENT OPERATOR/LABORER

Grade 11

Nature of Work in this Class

This is semi-skilled work in operating medium duty motor equipment.

Work involves responsibility for the safe and efficient operation of trucks, and other motor equipment from light to moderate tonnage and for performing assigned manual and semi-skilled tasks in connection with these duties.

Work is performed under supervision with well-established procedures in accordance with all Massachusetts and Department of Transportation rules and regulations.

Work can include routine manual laboring tasks requiring considerable strength and endurance.

Illustrative Examples of Work

Operates dump trucks, refuse and recycling trucks, platform trucks, rack body trucks, utility trucks, wheeled tractors and any and all equipment below this class or of less difficulty.

Loads and unloads trucks and other vehicles by hand or with material handling equipment.

In addition to the above, must perform all laboring duties of the host department in its daily activities.

Services equipment with fuel, oil or coolants, makes minor adjustments and repairs.

During winter months, if plows or spreaders are added to 5-ton dump trucks (or larger class), employees may be paid at heavy motor equipment grade. Performs snow plowing and snow removal services including but not limited to operating 5-ton dump truck (or larger class) with plows and spreaders.

No equipment shall be included in this class where the operation requires other than a CDL class B licenses.

Performs related work as required.

Desirable Knowledge, Abilities and Skills

Considerable knowledge of hazardous and safety precautions in operating equipment in this class.

Ability to make minor repair and adjustments to equipment operated.

Ability to operate two-way radio communications equipment.

Working knowledge of the Geography of the City.

Climbing

Forestry operation can require minimal climbing but mostly to load and unload a vehicle.

Work may involve entry into confined spaces such as excavations, manholes, vaults and pits and may require significant time spent in each.

Climbs safety ladder in and out of excavation.

Stooping

There is a frequent degree of stooping especially in the area of sidewalk and road repair. Workers must maintain a static stooped position while trying to spread and pack down different areas under repair.

Kneeling

Kneeling may be performed in lawn and landscaping construction.

Crouching

See above.

Weather

95% of work performed is outside in varying degrees of temperature.

May be required to immerse hands in water with temperature of 40°F or less. Clothing may become saturated with water in the course of installation or repair.

Training and experience

Must possess valid CDL license Class B with endorsement required by equipment in this class (including hazardous materials and tanker).



City of Westfield, Massachusetts

Jane Sakiewicz
Personnel Director

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

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

Date: January 4, 2017

To: Donald Levere, Westfield Municipal Employees Union President

From: Jane Sakiewicz

Re: Memorandum of Agreement

Attached for your files, please find a copy of the memorandum of agreement regarding the removal of the Animal Control Officer from the WMEA Bargaining Unit.

/kal

Attachment

cc: Mary Daley, Acting City Auditor
Jeffrey Krok, Labor Counsel
Robin Richard, Payroll
John Connor, Union Attorney

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made between the City of Westfield ("Employer"), through its duly elected Mayor and Westfield Municipal Employees Association ("WMEA"). Together Employer and WMEA are referred to as the "Parties".

In consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1) The parties agree that, effective January 1, 2017, the position of Animal Control Officer shall be removed from the WMEA bargaining unit.
- 2) Any and all references to the position of Animal Control Officer shall be removed from the WMEA Collective Bargaining Agreement, including but not limited to Appendix A.
- 3) This constitutes full and complete agreement between the parties on the issue of removal from the bargaining unit.

Executed this 3rd day of January, 2017

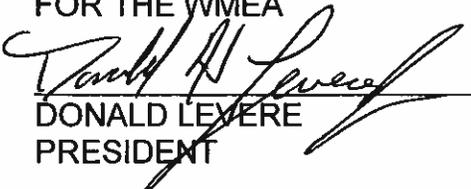
FOR THE CITY OF WESTFIELD



BRIAN P. SULLIVAN
MAYOR

DATE: 1-3-17

FOR THE WMEA



DONALD LEVERE
PRESIDENT

DATE: 01-03-2017



City of Westfield, Massachusetts

Jane Sakiewicz
Personnel Director

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

59 Court Street
Westfield, Massachusetts 01085-3577

MEMORANDUM

Date: December 12, 2016

To: Donald Levere, Westfield Municipal Employees Union President

From: Jane Sakiewicz 

Re: Memorandum of Agreement

Attached for your files, please find a copy of the memorandum of agreement regarding mutual covenants and promises set forth in the agreement in regards to Kerri Francis including her job change from the Westfield Municipal Employees Union to the AFSCME 35 Clerical Union.

/aec

Attachment

cc: Mary Daley, Interim City Auditor
Jeffrey Krok, Labor Counsel
John Camerota, Chief
Kerri Francis, Employee
Robin Richard, Payroll
John Connor, Union Attorney

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made by and between the City of Westfield ("Employer"), through its duly elected Mayor, the Westfield Municipal Employee Association ("Union") and Ms. Kerri Francis ("Ms. Francis" or "Employee"). Together, Employer, Union, and Employee are referred to as the "Parties."

In consideration of the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Employee worked for the Employer as an Animal Control Officer in the Westfield Animal Shelter under the auspices of the Westfield Police Department. Employee was responsible for operating a City owned vehicle in the performance of the Animal Control Officer duties.
2. Employee was terminated from her position on or around November 14, 2016, based essentially on failure to follow specific job duties related to the feeding of animals and reckless and dangerous operation of a motor vehicle. The infractions cited which form the basis of the November 14, 2016, termination decisions were only the most recent in a progressive and escalating corrective action history.
3. The Union contended the termination of Ms. Francis was without just cause, in violation of the Union/Employer collective bargaining agreement.
4. In light of the considerable experience, training, and knowledge Employee has obtained through working for the Employer, the Parties agree to reclassify the termination to a suspension which shall span from the effective date of termination (on or around November 14, 2016), until the date of return to work, on or around Monday, December 12, 2016.
5. The Parties hereby agree that Ms. Francis separation from employment will be considered a suspension and further that her disciplinary record will remain a part of her personnel file and subject to consideration in the future should additional disciplinary issues arise.
6. In exchange for the agreement of reclassification contained in Paragraph #4 of this agreement, the Employer will transfer Employee to a separate and currently (at the time of execution of this agreement) vacant position: File Clerk with the Westfield Police Department.
7. In consideration for the terms and conditions set forth herein, the Union and Employee hereby withdraw any grievances filed on behalf of Employee relative to her employment prior to the date of this agreement and forever waive the right to file a grievance or any other matter in any forum concerning her employment with the Employer or her termination as an Animal Control Officer prior to the date of this agreement. In addition, Employee on behalf of herself, her heirs, administrators, successors and assigns hereby unconditionally and irrevocably releases, acquits and forever discharges Employer, its beneficiaries, predecessors, successors, assigns, subsidiaries, affiliates, departments, and their past, present and future, directors, officers, members, employees, staff, supervisors, agents, insurers and attorneys both individually and in their capacities as directors, officers, members, employees, staff, supervisors, agents, insurers and attorneys (collectively "Releasees") from any and all debts, actions, causes of action, suits, accounts, covenants, contracts, agreements, controversies, judgments, obligations, promises, damages, and losses, attorneys' fees and costs, and any and all claims, demands and liabilities whatsoever of

every name and nature, whether directly or indirectly, personally or derivatively through others, whether known or unknown to, or whether suspected or unsuspected by her (collectively, "claims"), both in law and in equity, which Employee has, or ever had, or ever may have, against the Releasees, through the date of execution of the Agreement.

Such claims include, but are not limited to, any claim that has been, could have been or could be alleged under the following statutes, as amended:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1866;
- The Civil Rights Act of 1991;
- Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA");
- Equal Employment Opportunity Act of 1972;
- Fair Credit Reporting Act;
- Fair Labor Standards Act;
- Equal Pay Act of 1963;
- The Family and Medical Leave Act;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Americans with Disabilities Act of 1990;
- The Massachusetts Fair Employment Practice Law, M.G.L. c. 151B;
- The Massachusetts Civil Rights Act, M.G.L. c. 12 § 11;
- The Massachusetts Equal Rights Act, M.G.L. c. 93;
- The Massachusetts Privacy Statute, M.G.L. c. 214 § 1B, M.G.L. c. 214 § 1C;
- The Massachusetts Wage and Hour Laws, M.G.L. c. 151;
- The Massachusetts Wage Payment Statute, M.G.L. c. 149;
- The Massachusetts Labor and Industries Act, M.G.L. c. 149 § 1 et seq.;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any common law or other statutory claim including without limitation, wrongful termination in violation of public policy;
- Any public policy, express or implied contract, tort, or common law; and/or,
- Any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters.

This release of claims also includes, but is not limited to, all common law claims including, but not limited to, intentional or negligent infliction of emotional distress, loss of consortium, wrongful discharge, and all claims for severance pay, punitive damages, interest, attorneys' fees, and costs, or any other claim arising out of, or otherwise related to Employee's employment and separation of employment with the Employer.

Employee acknowledges that she may later discover facts different from, or in addition to, what she now knows to be true for matters released in this Agreement; notwithstanding any such different or additional facts, Employee agrees that this Agreement will remain in effect as to all claims released hereunder.

8. The Employee and Union explicitly accept Employee did engage in the conduct which forms the basis of Paragraph #2 of this agreement, and Employee is no longer qualified, and shall remain unqualified, to hold the position of ACO in the City of Westfield under the Administration of either Police Chief John Camerota, Director of Animal Control Operations Lori Charette, or Mayor Brian Sullivan.

9. The Parties agree and/or explicitly acknowledge the following implications of transfer in Paragraph #7 of this agreement:
- A. Employee has suffered no break in employment status for Employer seniority.
 - B. As a result of the position transfer, the Parties acknowledge Employee will switch representation from the WMEA Laborers Union to the AFSCME 35 Clerical Union. Employee will be subject to all rights duties and obligations of the AFSCME 35 collective bargaining agreement (including but not limited to AFSCME 35 pay grades and work schedules) upon the effective date of position transfer, and representation of Employee by the WMEA will cease on the effective date of the transfer.
 - C. Parties understand the Employee shall be entitled to accrue benefits under the AFSCME 35 collective bargaining agreement upon commencement of work as a file clerk.
 - D. Employee shall be subject to AFSCME 35 CBA Article XXXIII: Transfers (2) and (4)(a).
 - I. Parties understand Article XXXIII (2) is interpreted to mean Employee shall begin her service in the file clerk position with no Civil Service seniority, but shall obtain all Civil Service seniority forfeited from the ACO position after one (1) year of service as the file clerk.
 - II. Parties understand Article XXXIII (2) is interpreted between the City and AFSCME 35 to mean the employee is considered a probationary employee for one (1) year from the date of transfer to file clerk.
 - III. Parties understand Article XXXIII (4)(a) requires Employer to consider ACO service of Employee for determination of benefits, including but not limited to annual vacation accrual and step placement on the salary schedule.
 - E. Parties understand the personnel file of the Employee remains fully intact, meaning all disciplinary history remains in existence.
 - F. Employee shall have all accrued but unused sick time and personnel time restored to the levels she possessed prior to the now-reclassified termination.
 - G. The Parties recognize the Employee had been paid for all accrued but unused vacation time. The Employee shall be eligible to accrue vacation under the terms of the AFSCME CBA. The Employee is not eligible to "buy-back" vacation time.
10. The Parties agree to respond to inquiries concerning the terms of this Agreement by stating only that a settlement has been reached and the parties cannot discuss the terms of the Agreement, excepting specifically any disclosures which are required by law.
11. Employee represents that she had a right to consult an attorney prior to signing this Agreement and that Employer has encouraged her to do so. Employee further acknowledges that she has had an adequate and sufficient opportunity to discuss all aspects of this Agreement and General Release with an attorney of her own choosing and she has either consulted an attorney of her choice or voluntarily elected not to consult legal counsel. Employee acknowledges that she understands, and by her signature below, she agrees to all the terms and conditions of this Agreement and Release;

and represents that she has not instituted any actions or proceedings against any Releasee. Employee understands that she is waiving all potential claims against Employer.

- 12. This instrument contains the entire agreement of the Parties. It may not be changed orally, but only by an agreement in writing signed by the Parties against whom enforcement of any waiver, change, modification, extension or discharge is sought.
- 13. Employee, Ms. Francis, acknowledges that she has carefully read this Agreement and understands all of the terms, conditions, limitations and expectations enumerated herein.
- 11. The Parties to this Agreement agree that the terms of this Agreement are without prejudice or precedent to any other present or future matter between the Union and the Employer and that the circumstances leading to this Agreement and the Agreement itself cannot be introduced in any forum except as necessary to enforce its terms.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed by **KERRI FRANCIS, THE WESTFIELD MUNICIPAL EMPLOYEES ASSOCIATION, and THE CITY OF WESTFIELD** as of the date written below.

By: 
Kerri Francis

Date: 12/9/16

Employee

By: 
Donald Levere

Date: 12-09-2016

President, Westfield Municipal Employee Association

By: 
Brian Sullivan

Date: 12-11-16

Mayor, City of Westfield



City of Westfield, Massachusetts

Karin Decker
Personnel Director

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

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

MEMORANDUM

DATE: June 17, 2016
TO: Donald Levere, Union President
FROM: Karin Decker, Personnel Director
SUBJECT: Memorandum of Agreement

For your files, attached please find a fully executed original copy of the settlement agreement between the City of Westfield and the Westfield Municipal Employees Union in regards to the Nick Melo and John Patterson arbitration.

Thank you.

/aec

Attachment

cc: Jeffrey Krok, Labor Counsel
David Billips, Superintendent
John Connor, Union Representative
Nick Melo, Employee
John Patterson, Employee

SETTLEMENT AGREEMENT BY AND AMONG THE CITY OF WESTFIELD, NICK MELO, AND THE WESTFIELD MUNICIPAL EMPLOYEES UNION

The City of Westfield (hereinafter referred to as "City"), Nick Melo ("Mr. Melo"), John Patterson ("Mr. Patterson") and the Westfield Municipal Employees Union (hereinafter referred to as "Union") hereby agree to the following terms, conditions, and understandings.

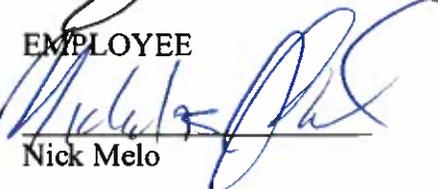
1. Mr. Melo was issued a Notice of Disciplinary Action and suspension without pay for three days on October 20, 2015 (hereinafter "October 2015 discipline").
2. The Union filed a grievance on behalf of Mr. Melo and a demand for arbitration with the American Arbitration Association (AAA Case No.: 01-16-0000-1227).
3. The City agrees to reduce its October 2015 discipline to a written warning, and the Union and Mr. Melo agree to accept the written warning without contest and withdraw with prejudice the demand for arbitration, AAA Case No.: 01-16-0000-1227.
4. On or about March 21, 2016, Mr. Melo and John Patterson ("Mr. Patterson") engaged in conduct the City alleged warranted significant disciplinary action (hereinafter "March 2016 incident").
5. In accordance with the principles of progressive discipline, the City will issue a three-day suspension to Mr. Melo for the March 2016 incident.
6. The Union and Mr. Melo agrees not to grieve the three-day suspension for the March 2016 incident.
7. The City agrees to issue Mr. Patterson a written warning for the March 2016 incident and the Union agrees not to grieve the written warning.
8. There are no other agreements, either verbal or written, regarding the subject matter of this Agreement.
9. This Agreement is not precedent setting for any same or similar circumstance in the future.

FOR THE CITY OF WESTFIELD



Mayor or his designee

EMPLOYEE



Nick Melo

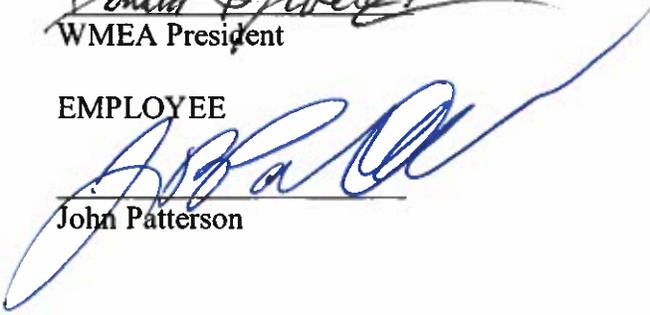
June 15, 2016

FOR THE UNION



WMEA President

EMPLOYEE



John Patterson

MEMORANDUM OF AGREEMENT

This Agreement is entered into this 12th day of June, 2015, by and between Westfield Municipal Employees Association, 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 working expectations for certain Unit employees expected to report to work on Saturday, July 4, 2015, as follows:

1. The parties agree to allow unit members engaged in refuse collection to work Friday, July 3, 2015, which is an observed holiday in the Commonwealth of Massachusetts, and to be excused from work Saturday, July 4, 2015, which is the actual Independence Day holiday.
2. Said employees are currently expected receive holiday pay for July 3, 2015, at eight (8) hours straight time and work an eight (8) hour shift July 4, 2015, at time and a half (1.5x) their regular rate of pay.
3. Under the collective bargaining agreement, working on an observed holiday entitles the employee to holiday pay plus double time equating to triple time for time worked. Therefore, working July 3, 2015, should ordinarily entitle the effected employees to triple time (3x) for time worked.
4. The parties agree to waive triple time (3x) and to explicitly and exclusively work for a total of two and a half time (2.5x) the regular rate on Friday, July 3, 2015, in order to excuse work on Saturday, July 4. The two and one half (2.5x) is equivalent rate to be expended for holiday on July 3 and overtime on July 4.
5. The explicit intent of this agreement is to allow the employees to work July 3, 2015, and to have off July 4, 2015, for the same rate of pay they would have otherwise been entitled to if they had off July 3, 2015, and were required to work July 4, 2015.
6. Employees must report to work and perform their working duties to collect the two and one half time (2.5x) per this agreement. Employees required to work under this agreement and using sick, vacation and/or any other accrued time shall receive straight time (1x) and holiday pay (1x) for July 3, but shall remain subject to paragraph 7 of this agreement.

7. With the intention to prevent abuse of the schedule, any unit member subject to this agreement who fails to complete their refuse collection route/duties on July 3, 2015, and is required to complete their route/duties on July 4, 2015, shall do so for straight time (1x), and shall receive a one (1) day unpaid suspension along with corresponding disciplinary letter placed in their personnel file.
8. Discipline issued under paragraph 7 of this agreement shall not apply to any employee who was prevented from completing their route/duties for reasons which were out of their own personal control.
9. 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.
10. All remaining provisions of the agreement shall remain in full force and effect.

FOR THE CITY OF WESTFIELD

FOR THE WMEA



Daniel Knapik, Mayor



President

Date: 6-15-15

Date: 6/12/15

MEMORANDUM OF AGREEMENT

This Agreement is entered into this 4 day of September, 2015, by and between Westfield Municipal Employees Association ("WMEA" or "Union"), acting through their duly authorized President, and the City of Westfield ("City"), a municipal corporation, by the Mayor of the City of Westfield or his designee, for the following purposes:

WHEREAS the City and Union have already agreed to maintain a drug free work place through the collective bargaining process;

NOW, WHEREFORE the City and Union have agreed to negotiate over the implementation of a drug testing policy within the following negotiation parameters:

1. The City and Union have agreed to meet and formally negotiate into existence a drug testing policy for non-DOT drug and alcohol testing.
2. As of the date of this agreement, the City agrees to suspend sending non-DOT drivers for drug/alcohol testing until either an agreed upon policy for drug/alcohol testing has been executed or until negotiations for the implementation of a drug testing policy have reached impasse.
3. As of the date of this agreement, the Union agrees to hold in abeyance or to postpone the filing of any and all grievances and/or lawsuits, including but not limited to disciplinary grievances, unfair labor practices, or arbitrations, regarding non-DOT drug testing until either an agreed upon policy for drug/alcohol testing has been executed or until negotiations for the implementation of a drug testing policy have reached impasse.
4. As of the date of this agreement, the City agrees to reduce Union member, Bruce Langtange's, discipline, issued on April 10, 2015, from a three-day suspension to a one-day suspension, and make him whole for lost compensation. In addition, the City agrees to remove all references to Mr. Langtange's disciplinary action arising from the incident(s) on March 20, 2015 from his personnel record and issue him written disciplinary notice of a one-day suspension for failure to follow safety regulations on said date.
5. Nothing in this agreement is intended to alter or otherwise affect the DOT requirements placed on the City and/or Union members.
6. This agreement shall not set precedent and shall not be used in any subsequent action.

FOR THE CITY OF WESTFIELD

FOR THE WMEA

Daniel Knapik
Daniel Knapik, Mayor OR Designee

Charles A. Downing
President

Date: Sept. 4, 2015

Date: Sept. 4, 2015

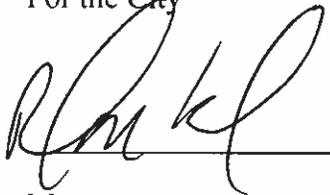
Memorandum of Understanding

This memorandum of understanding is entered into this 20 day of February, 2015, by and between the City of Westfield acting by and through its Mayor and the Westfield Municipal Employees Association, acting by and through its duly authorized President, for the purpose of clarifying the intended dates of the most recent successor collective bargaining agreement referenced below:

1. The parties understand the successor agreement as voted and approved by Westfield City Council on or around February 5, 2015, was intended to run as a three year contract from **July 1, 2013, through June 30, 2016**. The parties inadvertently left the dates of the successor agreement off the body of the document, and the omission was not noticed by any parties involved until after ratified and approved. The parties do not intend to amend any other parts of the successor agreement or collective bargaining agreement through this understanding, other than to articulate the mutual intention of the three year agreement beginning on July 1, 2013.
2. All remaining provisions of the successor agreement and/or collective bargaining agreement shall remain in full force and effect.

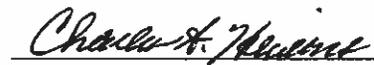
IN WITNESS WHEREOF, this agreement is signed this 20 day of February, 2015.

For the City

 Date: 2/23/15

Mayor

For the Union

 Date: 2/20/15

President

Treasurer - (President is actively
Acting Forman)

MEMORANDUM OF AGREEMENT

This Agreement is entered into this 12th day of June, 2015, by and between Westfield Municipal Employees Association, 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 working expectations for certain Unit employees expected to report to work on Saturday, July 4, 2015, as follows:

1. The parties agree to allow unit members engaged in refuse collection to work Friday, July 3, 2015, which is an observed holiday in the Commonwealth of Massachusetts, and to be excused from work Saturday, July 4, 2015, which is the actual Independence Day holiday.
2. Said employees are currently expected receive holiday pay for July 3, 2015, at eight (8) hours straight time and work an eight (8) hour shift July 4, 2015, at time and a half (1.5x) their regular rate of pay.
3. Under the collective bargaining agreement, working on an observed holiday entitles the employee to holiday pay plus double time equating to triple time for time worked. Therefore, working July 3, 2015, should ordinarily entitle the effected employees to triple time (3x) for time worked.
4. The parties agree to waive triple time (3x) and to explicitly and exclusively work for a total of two and a half time (2.5x) the regular rate on Friday, July 3, 2015, in order to excuse work on Saturday, July 4. The two and one half (2.5x) is equivalent rate to be expended for holiday on July 3 and overtime on July 4.
5. The explicit intent of this agreement is to allow the employees to work July 3, 2015, and to have off July 4, 2015, for the same rate of pay they would have otherwise been entitled to if they had off July 3, 2015, and were required to work July 4, 2015.
6. Employees must report to work and perform their working duties to collect the two and one half time (2.5x) per this agreement. Employees required to work under this agreement and using sick, vacation and/or any other accrued time shall receive straight time (1x) and holiday pay (1x) for July 3, but shall remain subject to paragraph 7 of this agreement.

7. With the intention to prevent abuse of the schedule, any unit member subject to this agreement who fails to complete their refuse collection route/duties on July 3, 2015, and is required to complete their route/duties on July 4, 2015, shall do so for straight time (1x), and shall receive a one (1) day unpaid suspension along with corresponding disciplinary letter placed in their personnel file.
8. Discipline issued under paragraph 7 of this agreement shall not apply to any employee who was prevented from completing their route/duties for reasons which were out of their own personal control.
9. 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.
10. All remaining provisions of the agreement shall remain in full force and effect.

FOR THE CITY OF WESTFIELD

FOR THE WMEA



Daniel Knapik, Mayor



President

Date: 6-16-15

Date: 6/12/15

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF WESTFIELD
AND THE WESTFIELD MUNICIPAL EMPLOYEES ASSOCIATION
SEPTEMBER 23, 2014**

Subject to ratification by the Westfield Municipal Employees Association (WMEA) and the Westfield City Council, the parties agree to the following amendments to the current collective bargaining agreement:

1. ARTICLES I through V- Housekeeping- Make necessary name changes to reflect the new exclusive bargaining unit representative (WMEA) including replacing union dues forms.
2. ARTICLE V- CIVIL SERVICE- Insert choice of exclusive remedy under the grievance and arbitration procedure as an alternative to Civil Service Commission.
3. ARTICLE X -REST PERIODS and ARTICLE XI- OVERTIME – Make changes to articles as attached as exhibit "A"
4. ARTICLE VIII- VACATIONS- Amend to allow accumulation of five (5) carryover vacation days at any one time.
5. ARTICLE XVI-SICK LEAVE
 - a. Limit sick leave accrual to one (1) day per month for new hires;
 - b. Limit maximum number of sick days accrued to 250 for new hires;
 - c. Limit severance payment to maximum of 40 sick days for new hires;
 - d. Severance payments to all employees may be made in two equal annual installments at the employer's discretion.
6. ARTICLE XXI-BEREAVEMENT LEAVE- allows postponement of a portion of bereavement leave in the event of a delayed burial.
7. ARTICLE XXV-PROTECTIVE CLOTHING- Increase foot wear allowance to \$225.00.
8. ARTICLE XXIX-WAGES AND PAY-
 - a. Effective January 1, 2014, 1% increase to wage rates (retroactive);
 - b. Effective July 1, 2014, 2% increase to wage rates (retroactive);
 - c. Effective July 1, 2015, 3% increase to wage rates;
 - d. Increase shift differential for Water Treatment personnel from 12% to 15% effective July 1, 2014;
 - e. Implement bi-weekly pay and direct deposit;
 - f. Implement electronic pay stubs as of July 1, 2015;



9. ARTICLE XXXIV- TRANSFERS- The employer will be required to interview lateral transfer applicants.

10. ARTICLE XXXVI-MICELLEANOUS-

- a. The parties agree to the creation and involvement in a Other Post-Employment Benefits (OPEB) working group;
- b. The parties agree to involvement in reconstituted safety committee (no language change needed).
- c. The parties agree to clarify their previous GPS Monitoring agreement to recognize the employer's right to locate a vehicle for corroborative purposes;
- d. The Parties agree that negotiations concerning an "on-call procedure" for the Highway Division shall remain open during the life of this agreement or until a suitable agreement is reached.
- e. New hires or promotion to the position of Craftsman or Senior Craftsman will be subject to on call duties and requirements. Current employees in these positions may participate in on-call procedures on a voluntary basis.
- f. The parties have amended the following job descriptions which shall not be effective unless signed by the Union President: Airport Mechanic, Water Treatment Plant Operator, and Wastewater Mechanic

11. Appendix A of the CBA- The language regarding landfill employees with Class A licenses will be deleted, however, Walter Clark will be grandfathered.



City of Westfield

Date: 10/22/14



Westfield Municipal Employees Union

Date: 10/22/14

City of Westfield

And

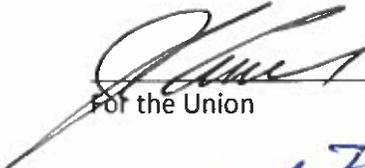
Westfield Municipal Employees Association

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 5 day of December 2013 by and between the above referenced parties, the City of Westfield, acting by and through its Mayor (or his designee), and the Westfield Municipal Employees Association, by their duly authorized representatives. All parties agree to the following:

1. The parties agree a mutual desire exists to modify the current clothing practice, commonly referred to as the "Boot Voucher System," as existing on page 29 of the July 1, 2010-June 30, 2013 collective bargaining agreement between the City of Westfield and AFSCME Council 93, Local 1676. The current practice allows a member of the Unit to obtain work-related protective boots from a local vendor, at a value not to exceed \$140.00, based on proof provided to the company that the unit member is an employee of the City of Westfield.
2. The parties are currently engaged in negotiations over a new collective bargaining agreement with the Westfield Municipal Employees Association and have a desire to modify the current voucher practice. However, the contract with the "local vendor" of protective boots has expired.
3. The parties agree to instate a reimbursement system whereby employees in the unit will be entitled to purchase work related, protective boots and submit original receipts for payment of the amount expended on the footwear. Only original receipts will be accepted. The reimbursement allowed shall remain capped at one hundred forty dollars (\$140.00) per employee. It shall be the discretion of the Personnel Department whether items qualify as protective boots and are entitled to reimbursement for purchase.
4. Disagreements over whether a purchase qualifies for reimbursement shall be subject to the grievance process.
5. The parties agree the reimbursement system shall be effective from the date of signing until June 30, 2014, unless an alternative system is agreed to prior to the date of expiration.

6. This constitutes the full and complete agreement between the parties.



For the Union

12/5/13

Date



Witness

12/5/13

Date



For the City

12/5/13

Date

MEMORANDUM OF AGREEMENT

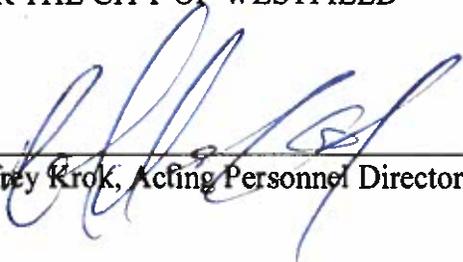
This memorandum of agreement is dated this 27th day of June, 2012 by and between the City of Westfield and AFSCME Council 93 Local 1676 (40 hour unit). Both parties agree to as follows:

Wherefore it has become the will of the City Council that the City's transfer station change the hours of operation on Saturdays from 7 a.m. until 12 noon to 7 a.m. until 3 p.m

In recognition of AFSCME 40 hour employees having the right to sign up for overtime based on a previous memorandum of agreement , and that nothing in this agreement shall change the established process of AFSCME 40 hour employees in signing up or accepting overtime positions at the transfer-station;

The City and the Union agree the hours of change, which will now be 7 a.m. until 3 p.m. on Saturdays, are acceptable and the overtime process will remain in place.

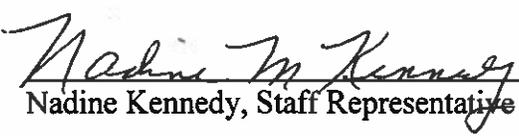
FOR THE CITY OF WESTFIELD



Jeffrey Krok, Acting Personnel Director

Date: 6/27/12

FOR AFSCME, LOCAL 1676



Nadine Kennedy, Staff Representative

Date: 6/27/2012

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this _____ day of May, 2021, by and between the City of Westfield, ("City") as the employer by and through its duly authorized Mayor, and the Westfield Municipal Employees Association ("WMEA"), through its duly authorized President, for the purpose of clarifying the salary levels, terms and conditions of employment of Larry Darling, ("Employee"), as Maintenance Craftsman in the Water Department, as follows:

1. It is understood and agreed between the parties that Larry Darling, having been designated and appointed by the appointing authority, shall hold the position of Maintenance Craftsman and shall be at grade 11, step 4 according to the Collective Bargaining Agreement effective June 21, 2021.
2. Step movement within the Collective Bargaining unit will continue as follows:
Upon his anniversary on June 21, 2022: grade 11 step 5;
June 21, 2023: grade 11 step 6;
June 21, 2028: grade 11 step 7; and so forth.
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.

It is understood that this agreement will not be deemed a course of dealing between the parties nor shall it be considered precedent setting or held out as such in any future grievance, arbitration or any legal proceeding of any kind. The parties agree and acknowledge that this Agreement may not be used in any type of litigation, including grievances. It shall not be considered a "past practice". The parties agree that all other provisions contained in the collective bargaining agreement shall remain in full force and effect. There are no other understandings beyond this agreement, either verbal or written, between the parties.

FOR THE CITY

Donald F. Humason, Jr.
Donald F. Humason, Jr., Mayor
Dated: 6/24/21

Approved as to Form:

[Signature] 6/24/21
Law Department

FOR THE UNION

Donald H. Levere
Donald Levere, President
Dated: 06-17-2021

Larry Darling, Employee
Dated: _____