

AGREEMENT

BETWEEN THE

TOWN OF WEST SPRINGFIELD

AND

**UNITED MUNICIPAL EMPLOYEES OF
WEST SPRINGFIELD, MA, INC.**

JULY 1, 2019 - JUNE 30, 2022

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**AGREEMENT BETWEEN THE TOWN OF WEST SPRINGFIELD AND
UNITED MUNICIPAL EMPLOYEES OF WEST SPRINGFIELD, INC.**

This Agreement entered into by the Town of West Springfield, hereinafter referred to as the Employer or Town and United Municipal Employees of West Springfield (UMEWS), hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – RECOGNITION

SECTION I: The Employer recognized the United Municipal Employees of West Springfield (UMEWS), hereafter referred to as the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, standard of productivity and performance, and any other terms and conditions of employment for all full-time and regular part-time Clerical Employees employed by the Town of West Springfield including Water service inspectors, police department records, Clerks/Matrons, Civilian Dispatchers, Council on Aging Cook and excluding the Executive Assistant to the Mayor, Engineers, Supervisors and all managerial confidential; casual and other employees.

The Bargaining Agent for the Town is the Mayor under the provisions of Massachusetts General Laws, Chapter 150E.

SECTION II: The Bargaining Agent for the Town specifically represents that it will in good faith seek from an appropriate Town Council the necessary appropriation and ordinance changes necessary to accomplish the terms of this Agreement. It is understood by the parties that all provisions of this Agreement which require that necessary appropriations be made and authorized by the Town Council are subject to said authorization by the Town Council, and in the event that said necessary authorization is not given by the Town Council, said matters shall be returned to the parties for further bargaining without any obligation to conform to the earlier Agreement in their regards.

ARTICLE 2 – UNION DUES/AGENCY SERVICE FEES

The portions of this Article relating to the payment of Agency Service Fees on a compulsory basis shall be suspended for as to as long as the U.S. Supreme Court’s decision in Janus v. AFSCME remains effective.

Employees shall tender the monthly membership dues by signing the Authorization of Dues Form, a copy of which is set forth herein. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of Employees who have had said dues deducted. Such remittance shall be made by the tenth (10) day of the succeeding month except where mutually agreeable to the parties.

The form below "Authorization for Payroll Deduction of Union Dues" shall be used for authorizing weekly payroll deduction of union dues/Agency Fee.

UNITED MUNICIPAL EMPLOYEES OF WEST SPRINGFIELD, INC.
26 Central Street, West Springfield, MA 01089

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES AGENCY FEE

I, _____ authorize the Treasurer of the Town of West Springfield, to deduct from my earnings each week the amount of _____ which represents payment of my (circle one) Union Dues/Agency Fee, effective week ending _____.

I further authorize any change in the amount to be deducted, which is certified by the above-named employee organization as a uniform change in its Organization Dues structure.

This authorization shall remain in effect unless terminated by me upon sixty days advance written notice to the Organization and the Employer or upon termination of my employment.

Employee Payroll # _____ Signature _____

In accordance with Chapter 1078 of the Acts of 1973, (MGL c 150E, Sec 12), EFFECTIVE THIRTY (30) DAYS AFTER the effective date of this Agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service Fee to defray the costs of Collective Bargaining and Contract Administration. Such fee shall be paid weekly commensurate with the periodic charges by UMEWS to its members.

The Union will indemnify, defend and hold the Town harmless against any and all claims made, and against any suite instituted against the Town on account of any check off of Union dues or Agency Fee provision. The Union agrees to refund the Town any amount paid to it in error on account of the check off and Agency Fee provision upon presentation of proper evidence thereof. The Union certified that this Collective Bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting of November 18, 1993

ARTICLE 3 – THE TOWN AND THE UNION

SECTION I: The Union and the Town agree that the Town retains all management rights and functions, except as are relinquished or restricted in this Agreement. Such management rights shall include but not be limited to the following: the right to manage the applicable Town Departments and to direct their working forces; the right to determine services to be rendered; the right to hire, to discharge or otherwise discipline Employees for just cause, and the right to lay off because of lack of work or lack of the necessary funds.

SECTION II: The Union and the Town agree that they will not, during the term of this Agreement cause, permit or participate in any strike, lockout, walkout slowdown, work stoppage, refusal to work or interfere with the operations of the Town and its Departments by such a strike, lockout, walkout, slowdown, work stoppage or refusal to work.

SECTION III: In the event any Employee engages, participates in or any way is responsible for any of the unauthorized conduct covered in Section II of this article, the Union agrees that it will immediately publicly disavow the same as being unlawful and shall forthwith and in good faith endeavor to cause the immediate return to work by said Employee or Employees. If the Union in good faith endeavors to cause the immediate return to work, the Union shall be relieved of any and all liability.

ARTICLE 4 – DISCIPLINARY PROCEDURE

SECTION I: WORK PERFORMANCE: When an Employee's work is considered by the Town to fall below normal standards of his/her department or his/her work unit, the Employee, the President of the union, and the Steward concerned will be notified in writing, and the Employee will be given an opportunity to bring his/her work up to the proper standards. The Employee's shortcomings regarding his/her work will be stated in the written notice. Following such notice, the Employee will be expected to bring his/her work up to the proper standards within one week and continue it at that level.

In the event the Employee should fail to do so, or in the event that he/she again falls back in his/her work within one year from the date of such notice, he/she will be subject to discipline. However, nothing in this Section shall limit the Town's right to discharge an Employee immediately for just cause.

SECTION II: DISCIPLINE: No employee who has completed the probationary period will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Before discipline is given, there shall be a discussion with the Employee and a Union representative.

ARTICLE 5 – DISCRIMINATION AND COERCION

There shall be no discrimination by Department Heads or other agents of the Employer against any Employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any Employee for his/her adherence with any provision of this Agreement or his/her refusal to comply with any order which would violate this Agreement.

There shall be no discrimination by Representative of the Employer against any Employee covered by the terms of this Agreement because of race, creed, color, sex, religion, sexual orientation, gender identity, age or handicap, and that such Employee shall receive the full protection of this Agreement.

ARTICLE 6 – PROBATION PERIOD

The first one hundred eighty days (180) of employment of an Employee shall constitute such Employee's trial period during which no transfer, layoff, suspension, discharge or other disciplinary action shall be cause for or subject to the grievance procedure except for discrimination and/or coercion because of such an Employee's Union activities. Part time employment in a position within the Union shall be counted as part of the probationary employment period relative to the time needed to receive paid holidays only.

ARTICLE 7 – HOURS OF WORK

SECTION I: The Full-time Clerical Employees' and Water Service Inspector's work schedule each day shall be consecutive except for interruptions for lunch periods. The work week shall consist of five (5) consecutive 7 ½ hour working days, Monday through Friday inclusive, except for employees in continuous operations, discussed below.

The Part-time Employee's weekly work schedule shall be established by the Department Head.

SECTION II: The normal work day for Full-time Clerical, Custodial and Water Service Employees shall consist of 7 ½ consecutive working hours, exclusive of lunch periods, and office breaks within the twenty-four (24) hour period with an interruption for lunch periods. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for an emergency situation, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

SECTION III: Records Clerk/Matrons and night Civilian Dispatchers shall be assigned a four (4) and two (2) day (rotating) work schedule assigned to one of three shifts. The day Civilian Dispatcher shall work a four (4) and two (2) shift assigned to the 8:00 a.m. to 4:00 p.m. shift.

8:00 a.m. to 4:00 p.m.

4:00 p.m. to 12:00 a.m.

12:00 a.m. to 8:00 a.m.

SECTION IV: If a manager requires certain employees to remain at work when Town Hall has been closed due to an emergency, said employee(s) will receive an equivalent amount of time off which must be taken within the next ten (10) working days. This provision does not apply to individuals who are employed in 24/7 operations (e.g., dispatchers, etc.)

SECTION V: The Animal Control Officer (ACO) will work thirty-seven and one-half (37.5) hours per week, and seven and one-half (7 ½) hours per day. The ACO's work schedule each day is 8:00 A.M. to 4:30 P.M. Other incidents that occur outside of the ACO's normal work day will be handled by non-bargaining unit contracted personnel.

ARTICLE 8 – MEAL PERIODS

Meal periods shall be a one (1) hour duration, except for Record Clerks/Matrons and Civilian Dispatchers. Any meal period for less than thirty minutes shall not be considered time off. Record Clerks/Matrons work through their ½ hour meal period. They are compensated for this time. Civilian Dispatchers receive one-half (1/2) hour paid meal periods to be taken at a reasonable time. Civilian Dispatchers must remain at their work station during their meal periods.

ARTICLE 9 – OFFICE BREAKS

All Employees' work schedules shall provide for a fifteen (15) minute break during each one-half shift. The break shall be scheduled at the middle of each one-half shift, or whenever this is feasible. An Employee may not defer their breaks for the purpose of extending the lunch period or shortening the work day, without the permission of their Department Head.

ARTICLE 10 – OVERTIME

SECTION I: Any full-time Employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the hourly rate of time and one-half for a minimum of four (4) hours, until the beginning of their normal shift. Scheduled meetings and/or events beyond employees' regular work schedule are not considered call-backs. Employees shall be paid at the hourly rate of time and one half for a minimum of one (1) hour for attendance at such scheduled meetings and/or events.

Employees called in prior to their assigned work day shall be paid the hourly rate of time and one half until the beginning of their normal shift.

An Employee shall not be required to take time off for any overtime work performed.

Employees required to work overtime by department heads shall be paid overtime, unless the employee elects to receive compensatory time off.

SECTION II: Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. In the event that there is more than one employee who ordinarily performs such related work in the normal course of their work week, the overtime opportunity shall be offered to the most senior employee on a rotating basis. If the employee declines the overtime opportunity, then the employee shall be placed at the bottom of the overtime rotation list.

SECTION III: For Civilian Dispatchers, the parties agree that in the event a vacancy occurs on the desk on any of the shifts which they are assigned, the vacancies will be covered in the following order:

1. Remove a trained officer from the detail (so long as it doesn't fall below the minimum manning coverage);
2. Call from the civilian dispatcher roster for an overtime coverage;

3. Offer overtime opportunity to dispatcher then on-duty; and
4. Call from the Patrolman roster for an Overtime coverage.
5. The distribution of overtime will be administered by the Police Department's automated overtime distribution system currently entitled the Police Detail Tracking System ("DTS") according to the following rules:
 - a. Upon implementation, each dispatcher will begin with zero (0) overtime hours regardless of the total amount of voluntary overtime worked from January 1, 2018 until the implementation of this agreement.
 - b. The total amount of voluntary overtime hours for each dispatcher will be reset to zero (0) on January 1st, May 1st, September 1st and the last day of the BIG E of each year.
 - c. Non-scheduled overtime will be distributed on a voluntary basis to the dispatcher with the least amount of overtime hours to their credit at the time the overtime is offered by the employer.
 - d. In the event that two (2) or more dispatchers have the same amount of accumulated voluntary overtime hours, the overtime opportunity shall be first offered to the dispatcher(s) with the greater seniority.
 - e. Scheduled overtime such as training, 911 continuing education, matron duty, special police officer extra details (e.g. Big E jobs or details, etc.), and the like will be excluded from DTS for purposes of determining the distribution of voluntary overtime opportunities.
 - f. Forced or involuntary overtime due to weather related emergencies or extreme exigency will be excluded from DTS for purposes of determining the distribution of overtime opportunities (note: under current practice, dispatchers may not be forced to perform overtime due to normal staffing shortages or manpower issues. This practice will not be affected by this agreement).
 - g. Dispatchers who elect to continue on duty beyond their scheduled shift because no other dispatchers have claimed an overtime opportunity will be charged in the DTS as voluntary overtime for those extra hours worked.
 - h. Overtime vacancies of eight (8) hours or more may be split into four (4) hour shifts. Any overtime vacancy of less than eight (8) hours cannot be split. In the event a dispatcher is awarded a vacancy and wishes to split it into to four (4) hour shifts, the awarded dispatcher will be charged four (4) hours in DTS and the remaining four (4) hours will be sent out for bid.

SECTION IV: The Town will track overtime on a weekly time sheet basis.

SECTION V: Overtime work shall be voluntary unless an emergency situation is declared by the Mayor, in which case overtime shall be mandatory. There shall be no discrimination against any employee who declines to work overtime.

SECTION VI: Compensatory Time-Off – if compensatory time-off is used as the method of paying Employees for overtime work, the Employee shall receive one and one-half (1 ½) hours compensatory time off for each hour of overtime worked. Compensatory time off may be accumulated to a maximum number of eighty (80) hours on a rolling basis.

ARTICLE 11 – HOLIDAYS

SECTION I: The following days shall be considered to be paid holidays on the days said holidays are to be observed in accordance with Massachusetts Law:

New Year’s Day	Martin Luther King Day
Washington’s Birthday – President’s Day	Patriot’s Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran’s Day	Thanksgiving
Day after Thanksgiving	Christmas

SECTION II: All eligible Full-time employees shall receive straight time rate for Holiday Pay.

SECTION III: Eligible part-time employees shall receive holiday pay if they are regularly scheduled to work on the day on which a holiday falls, based on the amount of hours they are scheduled to work.

SECTION IV: Any Full-time employee obliged to work any of the above Holidays, shall receive compensation for the Holiday, at the rate of time and one-half (1 ½) for the number of hours worked.

SECTION V: Should any Holiday fall on a Saturday or Sunday, Employees will be released on either the preceding Friday or the following Monday, or whichever day the Town Hall is closed. Holiday pay shall be seven and one half hours (7 ½) pay at straight time rate. If a Holiday occurs within an Employee’s vacation period, he/she shall receive an additional day’s vacation with pay.

SECTION VI: It is understood by the parties that any employee transferring into the bargaining unit from another town department shall retain accumulated sick leave, vacation and personal time up to the maximum amount of each allowed by the UMEWS collective bargaining agreement.

ARTICLE 12 – VACATIONS

SECTION I: The vacation year shall be the period from January 1 to December 31.

SECTION II: Full-time employees who have completed the following one year or more of service shall receive vacation according to the following schedule:

1 year-10 days	2 years-11 days	3 years-12 days
4 years-13 days	5 years-15 days	6 years-16 days
7 years-17 days	8 years-18 days	9 years-20 days
21 years-21 days	22 years-22 days	23 years-23 days
24 years-24 days	25 years-25 days	

Vacation time shall be credited on January 1. Employees shall be credited with the amount of vacation time that they would have been credited with on their anniversary date during the time period of January 1 – December 31. For example, if an employee’s fifth anniversary is on July 1, 2016, said employee will be credited with fifteen (15) days of vacation on January 1, 2016. Upon ratification of the 2016-2019 collective bargaining agreement, new hires will receive one (1) vacation day at the

beginning of each full month of service up to ten (10) vacation days until January 1, at which time the employee will be credited with ten (10) vacation days. For example, if an employee is hired on September 15, the employee would be credited with one (1) vacation day on October 1, November 1, and December 1, and then would receive ten (10) days on January 1.

All such vacation leave shall be credited only if the employee has actually worked at least one (1) day in each of the twelve (12) months preceding January 1; the employee's vacation leave shall be adjusted downward by one-twelfth (1/12) for each month that an employee did not actually work at least one (1) day in the preceding twelve (12) months.

In extenuating circumstances and upon written request of the Department Head, the mayor may allow in his/her discretion the carryover of vacation time into the following calendar year.

SECTION III: For Part-time employees, the previous two (2) sections shall apply, but on a prorated basis as defined in Article 11, Section III. Upon termination of employment, both full-time and part-time employees shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the Employee's estate.

SECTION IV: The Town agrees that if a member of the Union has taken a vacation day and the Mayor closes the Town Hall early on that day in connection with a Holiday, the Employee shall not be charged vacation time for the period of time that the Town Hall closed early (i.e. Employee takes the day before New Years as a vacation day and the Town Hall is closed at noon, he would only be charged for half a vacation day).

SECTION V: For employees hired after November 1, 2016 only, upon separation from employment, said employees will be paid at their per diem rate for a prorated amount of vacation time. For example, if an employee is credited with twenty (20) vacation days on January 1 and separates from employment on July 1 and has not used any vacation days, said employee will be paid for ten (10) vacation days.

ARTICLE 13 – SICK LEAVE

SECTION I: Each full-time employee shall be credited with sick leave with pay at the rate of one and one fourth days for each month of service. Sick leave will be credited on the first day of each month after the completion of one month's service. Sick leave shall be accumulated without limit under this Article. Sick leave shall only be credited for months in which an employee works at least one (1) day.

SECTION II: Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave. Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.

SECTION III: The head of each department shall investigate and ascertain the validity of any request for sick leave made by an employee of his department, and shall approve the same if he is satisfied as to the validity of such request. A physician's certificate may be required by the Department Head or Mayor if there is a pattern of sick leave usage, abuse of sick leave is suspected, in accordance

with the Family and Medical Leave Act, and/or the employee uses three (3) or more consecutive sick days.

Sick leave without pay may be granted to any temporary employee or replacement, but no such employee shall be entitled to non-occupational sick leave.

SECTION IV: Part-time employees, who work a minimum of 18-3/4 hours per week on a regularly scheduled basis will have their sick leave credited on a pro-rated basis as defined in Article II, Section III.

SECTION V: If the period of sick leave granted under this article exceeds fifteen (15) days in a calendar year, the employee may be sent to a doctor selected by the Town for evaluation of the illness.

SECTION VI: When an employee finds it necessary to be absent because of accident or illness; he/she shall report the fact to his immediate supervisor as soon as possible, either in person or by agent. Sick leave will not be granted, unless such report is made. Such notice should be given, if possible, before the starting time of the employee's normal work schedule or no later than one (1) hour after starting time.

SECTION VII: Emergency leaves due to serious illness in the immediate family may be charged against sick leave with full pay at the discretion of the Department Head. This is limited to seven (7) days within a calendar year with an allowance of not more than three (3) working days for each case. Immediate family shall include husband, wife, children, step-children, parents, brothers, sisters, or members of the immediate household of an eligible employee.

SECTION VIII: The Mayor may require such procedures as he/she deems necessary for the proper administration of these sick leave provisions. No allowance for sick leave may be granted, unless an adequate register showing records of sick leave both accrued and granted in such form as may be approved by the Human Resources Director is maintained in each office which records shall be available to the Employer, the Union and the Human Resources Director upon request. An employee may request from the Human Resources Director the status of their sick leave record.

SECTION IX: Sick leave buy-back – On retirement, death, or resignation; after ten (10) years of service but less than twenty (20) years of service; an employee may have the Town buy-back sick days at the following rate: \$25.00 per day up to a maximum of \$1,500.00. On retirement, death, or resignation; after twenty (20) years of service; an employee may have the Town buy-back sick days at the following rate: \$25.00 per day up to a maximum of \$2,000.00. In order to be eligible for sick leave buy-back, the Employee must give at least thirty (30) calendar days' notice in advance of his or her planned retirement or resignation date, unless extenuating circumstances beyond the employee's control preclude the employee from providing thirty (30) days' notice, in which case it must be provided with as much advance notice as possible.

SECTION X: Leaves of Absence for cause other than set forth in this Agreement shall be without pay and subject to the approval of the Department Head.

SECTION XI: Employees having sick leave credits who are injured on the job and are receiving Workers' Compensation shall, upon request, be granted such sick leave allowance payments as well, when added to the amount of Workers' Compensation, result in the payment to them of their full

salary or wages. The total dollar value of such sick leave payments shall be computed to its equivalent in work days and charged against sick leave credits accordingly.

SECTION XII:

1. **Purpose:** The purpose of the Sick Leave Bank is to provide a means to obtain sick leave days to avoid loss of compensation due to prolonged illness or injury, substantiated by satisfactory medical evidence.
2. **Eligibility:** All employees represented by United Municipal Employees of West Springfield are eligible to voluntarily participate in the Sick Leave Bank.
3. **Membership:** Membership is open to all employees represented by United Municipal Employees of West Springfield who satisfy the following criteria:
 - A. To qualify for participation and receipt of any benefits hereunder, there must be an initial deposit of four (4) sick days by each participating employee and each employee shall have not less than fifteen (15) sick days after their initial donation.
 - B. Each year, from July 1 to June 30, a participant must contribute at least one (1) sick day.
 - C. Newly hired employees will be able to participate after they acquire the minimum number of days set forth in subsection 3A.
 - D. Membership may be revoked by the Sick Leave Bank Approval Committee. (SLBAC)
4. **Withdrawal:**
 - A. An employee or his/her designee may submit a request, in writing, for sick leave from the bank to the SLBAC. The employee must have used his/her accrued sick leave or submit satisfactory evidence that it will shortly be used due to the current illness or injury before any request of withdrawal may be considered.
 - B. All requests must be accompanied by a physician's statement that includes, at a minimum, a beginning date of the current condition, a description of the illness or injury, a prognosis that the illness or injury is of a prolonged nature, a time frame for recovery, and other such information as requested by SLBAC.
 - C. SLBAC will render a written decision to the employee within five (5) working days after receipt of the written request and required information. The approval of any request shall require a majority vote of the entire SLBAC, i.e. three (3) votes.
 - D. The amount of sick leave granted for each request will be determined by the SLBAC, but in no case will exceed more than thirty (30) working days and one-third the balance in the bank, whichever is less.
 - E. If the recipient returns to work before the granted sick leave is exhausted, the remaining sick leave will be returned to the bank.

F. No grants shall be made to an employee receiving worker's compensation or disability payments of any sort.

5. Administration:

A. The Sick Leave Bank will be governed by the SLBAC comprised of five (5) members, three (3) appointed by United Municipal Employees of West Springfield and two (2) appointed by the Mayor.

B. Operating procedures, other than those set forth herein, may be adopted by the SLBAC subject to the approval by the Mayor.

C. No dispute regarding interpretation, application, or administration of the sick leave bank shall be subject to the grievance/arbitration procedure, and the decision of the SLBAC shall be final

D. Employees may allocate up to twenty-five percent (25%) of accumulated sick leave days to the Sick Leave Bank upon their separation from employment.

E. All meetings and administrative matters shall be performed during non-working hours.

SECTION XIII: Employees who leave the service of the Town shall be compensated at their final daily rate for any and all credited unused personal days.

SECTION XIV: Effective upon the first July 1 or January 1 after ratification of the 2013-2016 agreement, if any employee does not use any sick leave between January 1 and June 30, or July 1 and December 31 of any calendar year, an employee will receive an attendance bonus of two hundred and fifty dollars (\$250) for each six (6) month period when no sick leave is used.

ARTICLE 14 – JURY DUTY

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

ARTICLE 15 – BEREAVEMENT LEAVE

SECTION I: Employees will be granted leave with pay in the amount of five (5) working days and leave will not be charged to sick leave, vacation leave, or any other personal leave in the event of death of the following: spouse, children, parents, or relatives in the immediate household.

SECTION II: Employees will be granted leave with pay in the amount of three (3) working days and leave will not be charged to sick leave, vacation leave, or any other personal leave in the event of death of the following: grandchildren, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, spouse's parents, current step-children, or others in the immediate household.

SECTION III: Employees may use accrued vacation time or personal leave in the event of death of other relatives or other relationships not specifically listed above.

Five (5) working days:	Three (3) working Days:
Spouse	Grandchildren
Children	Grandparents
Parents	Spouse's grandparents
Relatives in the immediate household	Brothers
Current step-parent	Sisters
	Brothers-in-law
	Sisters-in-law
	Son-in-law
	Daughter-in-law
	Spouse's parents
	Current step-children
	Others in the immediate household

SECTION IV: Bereavement leave must be taken for the funeral and/or memorial service within six months of the date of death.

ARTICLE 16 – HEALTH AND WELFARE

The Town agrees to provide health insurance in accordance with the Town's health insurance Memorandum of Agreement.

ARTICLE 17 – REDUCTION IN FORCE

SECTION I: In the event it becomes necessary to reduce the number of Employees in the bargaining unit, the Town will consider ability, qualifications and length of service, and when the factors that constitute ability and qualifications are relatively equal, length of continuous service shall prevail. Part-time Employees shall be laid off first. The laid-off Employee(s), or the Employee(s) whose position is/are eliminated shall:

- A. Be transferred to an "open position" for which he/she is qualified.
- B. Replace an Employee with the lowest seniority within the system whose job he/she has the ability and qualifications to perform satisfactory.
- C. Thirty (30) days prior to any decision to lay off any Employee covered by this Agreement, the Town agrees to notify the union and meet immediately with the Union, if so requested. The Town agrees to lay off emergency/temporary Employees, then, Part-time Employees, then Full-time Employees. The Town further agrees to eliminate emergency/temporary jobs first, then Part-time positions, before eliminating Full-time employment. If it is necessary for good

and sufficient business reasons to maintain the services of the Part-time positions, such positions shall be consolidated to provide Full-time employment.

“ABILITY” means normal capacity for the job.

“SENIORITY” means an employee’s continuous length of service for the Town of West Springfield. Employees who have been laid off shall be entitled to recall for a period of time equal to the continuous service on the effective date of the respective layoffs, but under no circumstances more than two (2) years. The factors of ability, qualifications and seniority which determined the order of layoff will determine the order of recall. Failure of an Employee to return to work within twenty-one (21) calendar days after recall will be cause for removal of his/her name from the recall list. All benefits to which an Employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

Laid off Employees may continue group health and dental insurance coverage as provided by the Town to members of the bargaining unit by reimbursing the Human Resources Department for the premium cost for the period of time allowed by COBRA.

SECTION II: During any time that the Town is under a hiring freeze or a member of the bargaining unit is on lay off and scheduled for recall, the Town will not utilize or employ an intern or senior help greater than 10 accumulated hours per work week in any department.

ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURE

SECTION I: Any grievance or dispute, hereinafter grievance, which may arise between the Town and any Employee or the union regarding the application, meaning or interpretation of this agreement, shall be settled in the following manner:

1. Any employee having a grievance shall, within five (5) working days from the date of the event or the employee’s knowledge of the event giving rise to the grievance, discuss the grievance with the employee’s immediate supervisor.
2. If the grievance is not resolved as a result of said discussion, the employee, within five (5) working days from the date of the discussion, shall submit the grievance in writing to the employee’s department head. The grievant should make a good faith effort to reference the provisions of the agreement believed to be violated; provided, however, this sentence shall not affect the validity or viability of the grievance.
3. The department head shall respond to the grievance in writing within five (5) working days from the receipt of the written grievance.
4. If the grievance is still not resolved, the employee may, within ten (10) working days from the department head’s response or the date it was due, whichever is earlier, submit the written grievance to the Mayor containing a copy of the original grievance and the department head’s response.

5. Within ten (10) working days from the Mayor's receipt of the grievance, the Mayor or his designee shall meet with the Union and the employee and the Mayor will render a written decision.
6. Within thirty (30) days from the receipt of the Mayor's written decision or from the close of the hearing, whichever is earlier, either party may notify the other in writing of party's intent to take the matter to arbitration.
7. If the parties do not agree on an arbitrator or after thirty (30) days from the date of the letter of intent to arbitrate, the matter may be submitted to the Board of Conciliation and Arbitration.

The authority of the Arbitrator shall be limited to the question or questions which were submitted. The Arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

The decision of the Arbitrator shall be final and binding on the parties except as provided by law, and the Arbitrator shall issue this decision within thirty (30) days after the conclusion of testimony and argument.

The expense of the Arbitrator's service and the proceeding shall be borne equally by the Employer and the Union. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

Parties may, by agreement, waive the time frames set forth herein.

Working days shall be defined as days when Town Hall is open for business.

SECTION II: No Employee of the Town shall leave his/her job to present, discuss or investigate a grievance without first obtaining the consent of his immediate Supervisor, and such consent shall not be unreasonable denied in light of the functions and duties of the particular Employee and his department.

SECTION III: Union Representative may receive, discuss and handle grievances and may attend disciplinary meetings on the premises of the Town or elsewhere where mutual agreed upon during working hours, except where any such activities unreasonably interfere with their work. No deduction shall be made for regularly scheduled working time lost by Union Representative(s) in performing their duties as provided for grievance or negotiation meeting. No other union business shall interfere with the regular duties of the Employee. The Union at its sole discretion may use a tape recorder at these meetings if it notifies the Town in advance.

SECTION IV: The Arbitrator shall not have the authority to award punitive damages.

ARTICLE 19 – SOLICITATION

There shall be no solicitation of Employees for Union membership or collection of Union dues during actual working hours. It is agreed that actual working hours shall not include lunch periods and rest periods.

ARTICLE 20 – VACANCIES

SECTION I: Whenever any vacancy or new position occurs during the year, it will be adequately publicized by the Town by means of a notice placed on the Central Bulletin Board as far in advance as possible; but, in no event less than five (5) working days. The notice of vacancy will be accompanied by the qualifications for the position, its duties, and the rate of compensation. Employees interested in the position posted shall apply, in writing, within the five day period. The Parties agree the Town may implement an electronic notice posting method to notify all bargaining unit employees in lieu of a physical bulletin board posting.

SECTION II: If a position is to be filled with reduced qualifications, because the original ones were not met, the position will again be posted with a change in requirements.

SECTION III: The Employer agrees to give due weight to the length of service each has been employed by the Town, and other relevant factors. In filling such vacancies, employees presently employed by the “S” group will be given preference.

SECTION IV: It is the Town’s practice to promote from within whenever possible when filling a vacancy. When a current member of the unit is equally qualified, as established by the testing and interview procedure described below, he/she shall be offered the position. Selection and appointment for positions will be based solely on job related requirements and the applicant’s demonstration that he or she possesses the skill, knowledge, abilities and characteristics necessary for successful job performance and career development. The Human Resources Director shall determine which test or combination of tests will be used to evaluate the relative ability and fitness of each candidate for the position. The test(s) selected and interviews of candidates will relate to the duties and responsibilities of the particular position for which candidates are being examined, and shall fairly appraise and determine the merit, fitness, ability, and qualifications of the candidates to perform the essential functions of the position.

After recommendation of the Department Head and Human Resources Director, supported by written evidence of special reasons and/or exceptional circumstances, the Mayor may authorize an entrance rate higher than the minimum rate for a particular position.

SECTION IV A: A current employee of the Town who transfers from one town department to another, and the new department’s employees are members of this bargaining unit and said position is the same grade as that which the employee held in the prior department, shall retain the same step level he/she held in the prior position.

SECTION IV B: Deleted effective July 1, 2002. For employees promoted after July 1, 2002 see Article 23, section XI.

SECTION V: Positions will be filled as soon as possible, but in no event will they be filled if an adequate applicant is not obtained. Appointments will be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, gender identity, age, marital status, or physical disability.

SECTION VI: Job descriptions, responsibilities, qualifications, and grade for any position within the bargaining unit, whether it is vacant or not, may not be altered unless and until the employer complies with the requirements of M.G.L. c. 150E (e.g., impact or mandatory subjects of bargaining, as applicable).

ARTICLE 21 – REGULAR AND EMERGENCY TEMPORARY EMPLOYEES

SECTION I: Part-time employees having a regular work schedule of less than eighteen and three quarters (18 ³/₄) hours per week, and their employment is more than six (6) months, will be eligible for salary increase only. No other benefits shall be provided.

SECTION II: Emergency or Temporary Part-time and Full-time Employees shall be subject to the condition that they be assigned for six (6) months or less. The Department Head will inform the Union of any request for an Emergency or Temporary Employee assignment. After the assignment has expired, and the Department Head has the need to extend the temporary assignment, the Town will discuss the validity of the request at a scheduled Labor/Management Session. The status of the position will be determined by both parties.

SECTION III: The Union and the Town will discuss and determine the starting salary of Part-time employees who work less than eighteen and three quarter (18 ³/₄). Any request to change an Emergency Part-time Temporary Employee's pay rate shall be discussed with the Union and the Town. Emergency Part-time Temporary Employees are not to receive any benefits whatsoever.

SECTION IV: The Union recognizes that the Town has adopted a senior and veteran tax rebate program. Hours will not exceed one hundred (100) per year for seniors and one hundred and twenty-five (125) hours per year for veterans, as set by Town ordinance. The Town and Union agree that the work performed through this program will not supplant union work.

ARTICLE 22 – GENERAL

SECTION I: There shall not be reprisals of any kind against any Employee by reason of his/her membership in the Union or participation in its activities.

SECTION II: Employees will be entitled to full rights of citizenship, and no race, religious, political activities or physical disability of any Employee or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Employee.

SECTION III: Each of the parties acknowledges the rights, responsibilities and dignity of the other party and agrees to discharge its responsibilities in accordance with this Agreement and the desire for harmonious relations.

SECTION IV: If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to the law or Civil Service Laws and Rules; than such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. If such occurrence happens, then the parties have a right to negotiate.

SECTION V: The Mayor and the Union both recognize that efficient communication is an effective one and leads to a smoother dialogue between the parties involved. In order to achieve this goal, the Mayor and the Union agree that all written communications will be acknowledged in writing as received to the originator within a period of ten (10) business days.

SECTION VI: The Employer shall provide each Employee in the bargaining unit with a copy of this and subsequent Agreements.

SECTION VII: “Previous Privilege” means any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement which shall remain in full force and effect and if proper notice is given by either party as to be the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

SECTION VIII: No discrimination – the parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, age, religion, political activities or physical disability (handicapped individuals), and that such persons shall receive the full protection of this Agreement.

SECTION IX: Access to the Premises – The Employer agrees to permit Representative of the United Municipal Employees of West Springfield (UMEWS) to enter the premises at any time for individual discussions of working conditions with Employees, provided care is exercised by such Representative that they do not interfere with the performance of duties assigned to the Employees and only after determining with the Department Head or his/her assistant what time would be the most suitable.

SECTION X: A current record of accumulated sick leave, personal days, and vacation days is included on each employee’s weekly paycheck.

The Town recognizes the provisions of the Fair Labor Standards Act and agrees to include Longevity into the base rate for the purpose of computing overtime, for so long as required by law.

SECTION XI: Promotions: Employees given permanent promotions after July 1, 2002 shall receive pay adjustments in the manner used to compensate employees who are temporarily assigned to positions with a higher minimum rate of pay. (See examples 1 and 2 in Article 30 Working Out of Grade)

SECTION XII: The memorandum of agreement in settlement of the Board of Conciliation and Arbitration case no ARB-179-2000 dealing with procedures for review of job classification reviews (paragraph 3 of said memorandum) shall be revised and shall hence forward read as follows:

The Town of West Springfield, Massachusetts will maintain the following procedure for job classification review:

1. The Department Head will submit a request for job classification review and upgrade to the Mayor;
2. The Department Head will provide with such request, justification and specific reasons therefore including, the specific new duties if applicable for the requested review and upgrade and the informational form supplied by the Human Resources Director;
3. The Mayor will immediately forward such request and documentation to the Human Resources Director;
4. The Human Resources Director will review the request and documentation and will forward his/her recommendation to the Mayor;
5. The Mayor will forward the Mayor's recommendation to the Department Head;
6. If appropriate and upon request of either party, the Mayor and representatives of the United Municipal Employees of West Springfield will meet to review the Mayor's recommendation;
7. If the Mayor and the United Municipal Employees of West Springfield mutually agree to implement the Mayor's recommendation, such agreement will be implemented according to its terms and subject, if necessary, to appropriate Town Council action.
8. Nothing in this agreement shall be construed as restricting, in any manner, the method the Human Resources Director uses to conduct the review including calling the parties to a meeting to present oral information or further written documentation.

SECTION XIII: An employee directed to perform duties of and work of another employee will receive notice and training as determined by the Department Head.

SECTION XIV: Town agrees professional development or seminars and tuition fees and other directly related expenses for said professional development or seminars that an employee is required in writing to take by his department head shall be paid by the employer.

SECTION XV: Dispatchers, Records Clerks/Matrons, Firearms Clerks and Animal Control Officers will receive five hundred dollars (\$500.00) annually for the purchase and maintenance of uniforms approved by the Town. The employees shall be required to wear the uniforms at all times.

SECTION XVI: Ambulance billing to be outsourced to an independent contractor as determined by the Mayor.

SECTION XVII: The Town agrees that the employees may set aside a portion of the bulletin board currently in the employee lounge that is to be used by members of the United Municipal Employees of West Springfield, and may use a portion of the bulletin boards located in the Van Deene Fire Station and Council on Aging to post union notices in areas approved by the department head.

ARTICLE 23 – SMOKE FREE WORKING ENVIRONMENT

It is the desire of the Town and the Union to provide employees with a smoke free working environment. Because of the harmful effects of secondary smoke, smoking in the office or entry ways is not allowed in Public Buildings according to MA General Laws. The Town will enforce this policy, making sure it is upheld.

ARTICLE 24 – LABOR-MANAGEMENT MEETING

The Town and the Union agree to the formation of a Joint Labor-Management Committee to be composed of Union and Management Employee to discuss matters pertaining to Employees Relations, which may be of mutual concern to the Union and the Town. There shall be a minimum of two (2) meetings held annually; one (1) on or about April 1st, and the other on or about October 1st. This article is not to be considered part of the grievance procedure hereinbefore described.

ARTICLE 25 – SAFETY COMMITTEE

The Town and the Union agree to the formation of a Management-Employee Safety Committee to be composed of Union and Management Employees to discuss safety matters, which may be of mutual concern to the Union and the Town. Such committee shall meet regularly to review safety practices. It may draw up safety recommendations to the Mayor, which when approved, both parties to this Agreement agree to enforce.

ARTICLE 26 – SUB-CONTRACTING/EMERGENCY TEMPS

RESCINDED THROUGH NEGOTIATIONS APRIL 28, 1995

ARTICLE 27 – LONGEVITY

Full time Employees who attain the required years of service shall be paid according to the following schedule:

- A. Upon completion often (10) years (but less than 15) of service: \$300.00
- B. Upon completion of fifteen (15) (but less than 20) years of service: \$600.00
- C. Upon completion of twenty (20) (but less than 25) years of service: \$1200.00
- D. Upon completion of twenty- five (25) years of service: \$1800.00

Effective July 1, 2014, the longevity benefits above were rolled into the salary schedule as new longevity steps. In order to reach said steps, employees must meet the continuous years of service requirements above by July 1st of any year and have reached step XI on the pay scale. An employee who has not reached step XI on the pay scale will not be placed on the longevity step, but will instead receive a weekly equivalent of the current longevity benefit added to the weekly base pay. For example, an employee who was on step IX on July 1, 2015 and had sixteen (16) years of service as of said date would receive the weekly equivalent of the \$600 longevity benefit (or \$11.54) added to the base pay for step IX.

ARTICLE 28 – UNION BUSINESS LEAVE

The Union to attend MA State Labor conventions (two (2) members, two (2) days in any one fiscal year) and settle grievances and to attend negotiation and labor management meetings, shall be granted

leave from their work, with no loss of pay, under the following terms and conditions during the term of this Agreement.

It is understood and agreed that although they may be paid for this time, they are not to be considered as being within the scope of their employment while traveling to, attending or returning from any meeting.

ARTICLE 29 – WORKING OUT OF GRADE

An Employee may be temporarily assigned to a position in a classification with a higher minimum rate of pay with the written approval of the Human Resource Director. In such an event, the Employee shall receive compensation at the lowest step of the higher pay grade that results in an increase in compensation. In no event shall an employee be paid at a lower grade than their current position for work performed during their regularly scheduled work hours. If the work is performed outside of their regularly scheduled work hours, then the regular rate associated with the position shall apply even if it is a lower grade.

If the Employee has completed cross-training for the assignment, then the Employee shall receive compensation at the Employee's current step but at the higher pay grade. Employees who have completed cross-training will be offered opportunities for overtime in the applicable positions. If there are no employees who wish to be cross-trained for a particular position and /or the cross-trained employee(s) do not wish to be temporarily assigned to the position, then the Town shall have the right to cover the position with a non-bargaining unit member. Employees will receive their usual rate of compensation for any time participating in cross-training.

ARTICLE 30 – PROTECTION

SECTION 1: Employees will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor, who will submit it to the Mayor.

SECTION II: The Town will comply with any reasonable request from the Employee for information in its possession relating to the incident or the persons involved.

SECTION III: If civil proceeding are brought against an Employee alleging that he/she committed an assault in connection with his/her employment, the Town will furnish legal counsel to defend him/her in such proceeding if he/she requests it.

The parties further agree that if a Town employee is provided a criminal defense, UMEWS has a right to reopen negotiations over this issue.

ARTICLE 31 – WORK AREA CONDITIONS

SECTION I: Clean, well lit, air conditioned and well ventilated work area shall be provided for all employees.

SECTION II: Lounge area, first aid provision, rest rooms, ergonomically correct office equipment in good working order will be provided by the Employer.

ARTICLE 32 – SENIORITY

SECTION I: Seniority is defined as the last date of continuous service with the Town, including temporary service, or in the bargaining unit, as the case may be. An employee who resigns, in writing, or is discharged for just cause, shall lose their seniority. Employees who are on sick leave, leave of absence including suspension, worker’s compensation, layoffs for a two (2) year period or less shall not be considered to have lost their seniority, unless by some specific provision of this Agreement.

SECTION II: Seniority where used in this Agreement shall be applied as follows:

- A. For promotions, seniority in the bargaining unit shall be used in accordance with the provisions of Article 21 on Vacancies.
- B. For days off, shift assignments, holidays, and choice of vacation period, seniority in the bargaining unit in the classification concerned shall be used.
- C. For transfer or re-assignment, seniority in the classification shall be used within the bargaining unit in accordance with Article 21 on Vacancies.
- D. For decrease or increase (lay-off and recall) of the working force, seniority in the classification within the bargaining unit shall be used.

SECTION III: In the event an employee leaves the bargaining unit and subsequently returns to work within one year to a bargaining unit position, he/she shall be restored to the step he or she was at prior to leaving, provided, if the employee returns to a higher classification the pay shall be established in accordance with Article 23, Section XI, and said employee shall be restored to the same benefits, including seniority in the bargaining unit, he or she was entitled to at the time he or she left the unit, as if he or she had never left. Any employee who returns after said one year period will begin his or her employment as any other new hire.

In the event a current employee of the town is hired to fill a UMEWS union position, the employee shall retain his or her accrued sick leave up to the maximum allowed under the UMEWS collective bargaining contract and shall retain his or her accrued vacation and personal days. Provided, however, that in all subsequent years the employee shall accrue vacation, sick leave and personal days as provided in the UMEWS collective bargaining agreement; provided further than the employee’s continuous length of time in the employ of the town shall be used to determine the vacation to which said employee is entitled to under the bargaining agreement in subsequent years and his/her seniority date in the union shall be used only for the purpose of any reductions in force. Such an employee shall be required to serve a probationary period, but shall be entitled to benefits, such as holiday pay, during said period.

ARTICLE 33 – ANNUAL STEP RAISE

The Employer agrees that each Employee will receive a Step Raise within the first pay period of each fiscal year up to Step Nine Maximum, provided, however, that the Initial Step Raise shall begin July 1st, if an Employee has completed the ninety (90) calendar days probationary period.

ARTICLE 34 – PERSONAL DAYS

SECTION I: Effective after serving ninety (90) days of employment, three (3) personal days per year shall be allowed to each Employee to be used for purposes they deem proper.

SECTION II: Ninety (90) days shall mean ninety (90) working days and not calendar days; provided it is understood by the parties that any employee transferring into the bargaining unit from another town department shall retain accumulated sick leave, vacation, and personal time up to the maximum amount of each allowed by the UMEWS collective bargaining agreement.

SECTION III: Effective July 1, 2014, personal days shall be credited on a calendar year basis and personal days shall be credited as follow: On July 1, 2014, eligible Employees as defined above shall be credited with two (2) personal days which must be used prior to January 1, 2015. On January 1, 2015, eligible Employees shall be credited with three (3) personal days for use in the calendar year. Thereafter, eligible Employees shall be credited with three (3) personal days on January 1st of each year.

ARTICLE 35 – STATUTORY LEAVE

The Town shall offer leave in accordance with the requirements of the Family and Medical Leave Act (FMLA), Domestic Violence Leave Act (DVLA), Small Necessities Leave Act (SNLA) and the Parental Leave Act (PLA) provided the employee is eligible for leave pursuant to said laws.

ARTICLE 36 – APPROPRIATE DRESS

The clothing apparel we wear to work has a major impact on the level of professionalism we display to the members of the public with whom we conduct business on a daily basis. Employees shall dress and present themselves in a professional manner for the type of position to which they are assigned. Supervisors have discretion to determine employees' appropriate dress, based upon work performed.

ARTICLE 37 – CELL PHONES

The Town will provide Town owned cell phones for all employees who regularly must be available 24/7 to respond to Town business.

ARTICLE 38 – GPS

The Association understands that some or all of the Town's vehicles may be monitored by the Town using GPS technology, or other similar electronic monitoring system. Any information gathered from said monitoring system may be used as evidence for progressive discipline.

ARTICLE 39 – FLEXIBLE HOURS

Section A. The Town and Union agree that a flexible hours **pilot program** will occur in the following offices: Assessor's, Council on Aging, Collectors, and Clerk's. The flexible hours shall consist of the following:

1. Collector's Office: The hours of work shall be 9:30 a.m. – 6:00 p.m. on one or two days per week. On said days, there shall be at least one staff member and one supervisor present.
2. Assessor's Office: The hours of work shall be 9:30 a.m. – 6:00 p.m. on one or two days per week. On said days, there shall be at least one staff member and one supervisor present.
3. Clerk's Office: Evening hours will be scheduled during election and voter registration periods on one or two days per week. On said days, there shall be at least one staff members and one floating supervisor.
4. Council on Aging: Evening hours will be scheduled on Thursday, and Saturday hours may be scheduled.

In the event of scheduled absences, the supervisor shall make arrangements to cover the flexible hours. In the event of an unscheduled absence, the employee who covers the flexible hours will receive compensatory time or overtime for any time worked outside the employee's normal work schedule. The flexible hours are mandatory for the departments listed above, but employees are not mandated to work the flexible hours.

Flexible hours will be scheduled to ensure that the employee works his/her regular number of hours per week, and shall not cause overtime. The pilot program will be implemented for a six month period. An additional six month extension may occur subject to both parties agreeing to continue the pilot program. A Joint Labor Management Committee will be formed, and will meet on a monthly basis to monitor and review the program. At the conclusion of the pilot program, the parties will determine whether to continue flexible hours.

Section B. The Town and Union agree that a flexible hours **pilot program** will occur, which allows employees to request flexible hours for a set period of time or on an intermittent basis subject to the following requirements. Requests must be made in writing in advance to the Department Head. The Department Head will either grant or deny the request in writing within ten (10) working days of receipt of the written request. A record of requests and Department Head responses shall be kept at the personnel department (note: the request form shall indicate that the forms are kept in the personnel department). An employee's work hours can be adjusted up to one (1) hour before and/or

one (1) hour after the employee's normal work day. An employee's lunch break can be reduced to accommodate the flexible hours request, but shall be no less than thirty (30) minutes. Flexible hours are not allowed in departments where only one (1) bargaining unit member works. Flexible hours are not allowed for civil dispatchers or records matrons due to the need for continuous coverage.

Flexible hours will be scheduled to ensure that the employee works his/her regular number of hours per week, and the agreed upon schedule shall not cause overtime. The pilot program will be implemented for a six month period. An additional six month extension may occur subject to both parties agreeing to continue the pilot program. A Joint Labor Management Committee will be formed, and will meet on a monthly basis to monitor and review the program. At the conclusion of the pilot program, the parties will determine whether to continue flexible hours.

ARTICLE 40-WAGE INCREASES

See wage scale, attached hereto and incorporated herein by reference, increased as follows:

- Effective retroactive to July 1, 2019: two percent (2.0%) wage increase;
- Effective July 1, 2020: two percent (2.0%) wage increase; and
- Effective July 1, 2021: two percent (2.0%) wage increase.

ARTICLE 41 – DURATION

SECTION I: Effective date – This Agreement shall be in full force and effective from July 1, 2019 to and including, June 30, 2022.

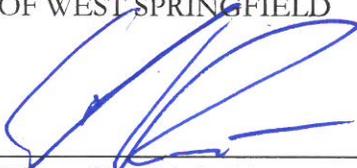
SECTION II: The Employees and the Union agree that this Agreement shall automatically renew itself for successive terms of one (1) year each, unless subsequent to January 1, of any such renewal year, either the Employer or the Union shall have given the other written notice terminating this Agreement, upon expiration of the initial or renewal term or requesting modification to the existing Agreement, in which case, not later than thirty (30) days following receipt of either of the aforesaid notices, the parties shall enter into negotiations for formation of a new Agreement or modification which shall be for the period commencing the next succeeding July 1. If no new Agreement or modification has been signed prior to said date, this Agreement will remain in full force and effect until such signing.

SECTION III: Should negotiations looking toward a new Agreement or modification continue beyond the termination date of this Agreement or any extension of the Agreement or any automatic renewal period, all economic benefits and equity adjustments contained in this Agreement shall continue until superseded by provisions negotiated as part of the new Agreement or supplement to the then – existing Agreement and such superseding provisions may, to the extent permitted by Law, be retroactive to July 1, of the fiscal year in which such new Agreement or supplement to an existing Agreement is effective.

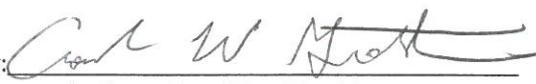
SECTION IV: Unless specifically agreed upon, Employees who separate employment from the Town of West Springfield except for termination for cause or an Employee who voluntarily resigns, shall receive retroactivity to the date of their separation from employment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and sealed by their agents hereunto duly authorized on this 14 day of February, 2020.

TOWN OF WEST SPRINGFIELD

By: 
William C. Reichelt, Mayor

UNITED MUNICIPAL EMPLOYEES OF
WEST SPRINGFIELD, INC.

By: 
Andrew Gonthier, President

APPENDIX A

All bargaining unit members are required to receive their compensation through direct deposit.

The Association agrees that the Town may implement bi-weekly paychecks provided that no bargaining unit members will be laid off for lack of work as a result of the conversion to bi-weekly pay.

2020 FISCAL YEAR PAY SCHEDULE

APPENDIX B - WAGE SCALE

GRADE LEVEL	V	VI	VII	VIII	IX	X	XI	10-14 Yrs	15 -19 Yrs	20 - 24 Yrs	25+ Yrs
S-1	16.5517	16.9616	17.3829	17.8152	18.2563	18.7104	19.3764	19.5303	19.7162	20.0559	20.3957
S-2	17.3128	17.7424	18.1827	18.6341	19.0976	19.5717	20.2592	20.4131	20.5989	20.9387	21.2784
S-3	17.6144	18.0515	18.5000	18.9603	19.4301	19.9128	20.6088	20.7627	20.9488	21.2885	21.6283
S-4	18.8373	19.3048	19.7848	20.2755	20.7797	21.2963	22.0267	22.1805	22.3664	22.7061	23.0461
S-5	19.7179	20.2072	20.7093	21.2240	21.7517	22.2925	23.0477	23.2016	23.3875	23.7272	24.0669
S-6	20.6091	21.1213	21.6456	22.1837	22.7355	23.3005	24.0811	24.2349	24.4208	24.7605	25.1003
S-7	21.0080	21.5307	22.0656	22.6131	23.1771	23.7544	24.5461	24.7000	24.8859	25.2259	25.5656
S-8	22.4947	23.0528	23.6269	24.2152	24.8176	25.4347	26.2685	26.4224	26.6083	26.9480	27.2877
S-9	23.5003	24.0864	24.6843	25.2992	25.9291	26.5739	27.4363	27.5901	27.7760	28.1157	28.4557
S-10	24.5533	25.1643	25.7893	26.4320	27.0901	27.7640	28.6565	28.8104	28.9963	29.3360	29.6757
S-11	25.6525	26.2909	26.9445	27.6171	28.3037	29.0085	29.9317	30.0856	30.2715	30.6112	30.9512
S-12	26.1632	26.8141	27.4816	28.1661	28.8680	29.5864	30.5243	30.6781	30.8640	31.2040	31.5437

2021 FISCAL YEAR PAY SCHEDULE

GRADE LEVEL	V	VI	VII	VIII	IX	X	XI	10-14 Yrs	15 -19 Yrs	20 - 24 Yrs	25+ Yrs
S-1	16.8828	17.3008	17.7305	18.1715	18.6213	19.0847	19.7639	19.9209	20.1105	20.4571	20.8036
S-2	17.6591	18.0972	18.5463	19.0068	19.4796	19.9632	20.6644	20.8213	21.0109	21.3574	21.7040
S-3	17.9667	18.4125	18.8700	19.3395	19.8188	20.3111	21.0210	21.1779	21.3678	21.7143	22.0608
S-4	19.2141	19.6909	20.1805	20.6809	21.1953	21.7221	22.4672	22.6241	22.8137	23.1603	23.5071
S-5	20.1123	20.6113	21.1235	21.6485	22.1868	22.7384	23.5087	23.6656	23.8552	24.2017	24.5483
S-6	21.0212	21.5437	22.0785	22.6275	23.1901	23.7665	24.5627	24.7196	24.9092	25.2557	25.6023
S-7	21.4281	21.9613	22.5069	23.0653	23.6407	24.2295	25.0371	25.1940	25.3836	25.7304	26.0769
S-8	22.9445	23.5139	24.0995	24.6995	25.3140	25.9433	26.7939	26.9508	27.1404	27.4870	27.8335
S-9	23.9703	24.5681	25.1780	25.8052	26.4476	27.1053	27.9850	28.1419	28.3315	28.6780	29.0248
S-10	25.0444	25.6676	26.3051	26.9607	27.6320	28.3193	29.2297	29.3866	29.5762	29.9227	30.2692
S-11	26.1656	26.8168	27.4835	28.1695	28.8699	29.5887	30.5304	30.6873	30.8769	31.2234	31.5702
S-12	26.6864	27.3504	28.0312	28.7295	29.4453	30.1781	31.1348	31.2917	31.4813	31.8281	32.1746

2022 FISCAL YEAR PAY SCHEDULE

GRADE LEVEL	V	VI	VII	VIII	IX	X	XI	10-14 Yrs	15 -19 Yrs	20 - 24 Yrs	25+ Yrs
S-1	17.2204	17.6468	18.0852	18.5349	18.9937	19.4664	20.1592	20.3193	20.5127	20.8662	21.2197
S-2	18.0123	18.4592	18.9172	19.3869	19.8692	20.3624	21.0777	21.2378	21.4311	21.7846	22.1380
S-3	18.3260	18.7808	19.2475	19.7263	20.2152	20.7173	21.4414	21.6015	21.7951	22.1486	22.5020
S-4	19.5984	20.0848	20.5841	21.0945	21.6192	22.1565	22.9165	23.0766	23.2700	23.6235	23.9772
S-5	20.5145	21.0236	21.5460	22.0815	22.6305	23.1932	23.9789	24.1389	24.3323	24.6858	25.0392
S-6	21.4416	21.9747	22.5201	23.0800	23.6540	24.2419	25.0539	25.2140	25.4074	25.7609	26.1143
S-7	21.8567	22.4005	22.9571	23.5267	24.1135	24.7140	25.5378	25.6979	25.8913	26.2450	26.5985
S-8	23.4035	23.9841	24.5815	25.1935	25.8203	26.4623	27.3298	27.4899	27.6832	28.0367	28.3902
S-9	24.4497	25.0595	25.6816	26.3213	26.9765	27.6475	28.5447	28.7048	28.8982	29.2516	29.6053
S-10	25.5453	26.1809	26.8312	27.4999	28.1847	28.8857	29.8143	29.9743	30.1677	30.5212	30.8746
S-11	26.6889	27.3532	28.0332	28.7328	29.4472	30.1804	31.1410	31.3011	31.4944	31.8479	32.2016
S-12	27.2201	27.8975	28.5919	29.3040	30.0343	30.7817	31.7574	31.9175	32.1109	32.4646	32.8181