

**AGREEMENT**

**BETWEEN THE**

**TOWN OF WEST SPRINGFIELD**

**AND**

**WEST SPRINGFIELD  
MUNICIPAL MANAGEMENT AND  
PROFESSIONAL ASSOCIATION (WSMMPA)**

**JULY 1, 2017 - JUNE 30, 2020**

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**AGREEMENT BETWEEN THE TOWN OF WEST SPRINGFIELD AND WEST  
SPRINGFIELD MUNICIPAL MANAGEMENT AND PROFESSIONAL ASSOCIATION  
(WSMMPA)**

This Agreement entered into by the Town of West Springfield, hereinafter referred to as the Employer or Town and the West Springfield Municipal Management and Professional Association (WSMMPA), hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer, the Association, and its members 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.

Any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties. It is noted that throughout this agreement the masculine and/or feminine designation denotes both genders.

**ARTICLE 1: RECOGNITION**

The Employer recognizes the West Springfield Municipal Management and Professional Association (WSMMPA), hereafter referred to as the Association 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 employees employed by the Town of West Springfield and holding a position listed on Appendix A. The Bargaining Agent for the Town is the Mayor under the provisions of Massachusetts General Laws, Chapter 150E.

The Bargaining Agent for the Town specifically represents that he/she will in good faith seek from the 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: THE TOWN AND THE ASSOCIATION**

The Association and the Town agree that the Town retains all management rights and functions; in accordance with state, and federal law and regulations, and existing charter and local ordinances; 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, the right to create and eliminate positions, to discharge or otherwise discipline Employees, the provisions of the Charter notwithstanding, only for good cause, and the right to lay off because of lack of work or lack of the necessary funds. For purposes of this Agreement, good cause is defined as any grounds that are put forth by the Town in good faith that are supported by reasonable facts.

The Association 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. In the event any Employee engages, participates in or any way is responsible for any of the unauthorized conduct by this article, the Association agrees that it shall 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 Association in good faith endeavors to cause the immediate return to work, the Association shall be relieved of any and all liability.

### **ARTICLE 3: MANAGEMENT RESPONSIBILITIES**

The Town and the Association recognize that the positions represented by the WSMMPA have always been management positions. Management responsibilities shall be apparent both in Association members' supervision and direction of subordinate employees and in their attention to the Town's mission of serving the residents and businesses of West Springfield. The Association is obligated to ensure that its members, as part of Management, actively support the efforts of the Town's administration to maintain essential Town services especially in times of emergency and to work to minimize the critical hardship that may otherwise befall the residents and businesses of the Town of West Springfield.

### **ARTICLE 4: ASSOCIATION DUES - AGENCY SERVICE FEES**

Employees shall tender the weekly 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 Association membership dues levied in accordance with the Constitution of the Association from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Association 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 in Appendix C "Authorization for Payroll Deduction of Association Dues" shall be used for authorizing weekly payroll deduction of Association dues/Agency Fee.

Effective thirty (30) days after execution of this agreement or the commencement of employment, whichever comes later, each employee, in accordance with G.L. c. 150E, s. 12, shall be required to pay a service fee to the Association.

The Association will be solely responsible for enforcing the provisions of this Article. The Town will not be responsible to enforce any provisions of this Article.

The Association will indemnify, defend and hold harmless the Town against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution or common law, made or instituted against the Town or its agents, employees or administrators, resulting from this Article. Specifically, the Association will have no right of actions,

by way of contribution, counterclaim or other basis against the Town. Should any administrative agency or court of competent jurisdiction find the Town liable for any damages as a result of this Article, the Association will pay any and all of those damages, including interest and charges.

If any court of competent jurisdiction determines that any part of this Article is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this Article, will be null and void.

#### **ARTICLE 5: DISCRIMINATION AND COERCION**

There shall be no discrimination by the Town, other agents of the Town, Association, or employees against any Employee covered by the terms of this Agreement because of race, creed, color, sex, sexual orientation, gender identity, union membership status, age, military/veteran status or disability, any other protected category, or activity or membership in the Association, and that such Employee shall receive the full protection of this Agreement.

#### **ARTICLE 6: HOURS OF WORK**

The parties agree that each bargaining unit member is a professional employee, and as such must fulfill the requirements of his/her position. The Full-time work schedule for Association members each day shall be consecutive except for interruptions for lunch periods. The work week shall consist of five (5) consecutive 7.5 hour working days, Monday through Friday inclusive, except for employees in the Library as listed below:

The parties agree to recognize the right of the Library Board of Trustees to set the opening and closing times for the public library (summer and winter), the hours of which, may change as needed. The work week for the Library Director and Assistant Director is a 37.5 hour week consisting of five (5) consecutive 7.5 hour working days, Monday through Friday. The Assistant Director works one evening per week, as designated by the Library Director; the starting hours on that day begin at 12:30 p.m. (11:30 a.m. in summer).

In the event a bargaining unit member is required to work additional hours beyond the normal expectation for the position (e.g., the Deputy DPW Director works through a thirty-six (36) hour snow event) in a particular pay period, then the bargaining unit member may request that the Supervisor grant additional time off.

Meal periods shall be one (1) hour duration. The meal period can be adjusted throughout the day at the request of the employee with approval of his Supervisor.

Each employee shall be permitted a fifteen (15) minute rest period during each half of the daily schedule.

Throughout this Agreement, Supervisor shall be defined as specified in this paragraph. Except for the following listed positions, the Mayor is considered the Supervisor. Council President is the Supervisor of the Clerk of the Council and the Town Clerk. The DPW Director is the Supervisor of

the Deputy Superintendent of Operations, Office Manager, Deputy Director of Water, Town Engineer, and Project Manager. The Chief Financial Officer is the Supervisor of the Principal Assessor, Deputy Assessor, Collector/Treasurer, Deputy Accountant/Procurement, and Deputy Collector/Treasurer. The Chief Technology Officer is the Supervisor of the Data Analyst, GIS / Applications Administrator, the Level 1 Help Desk Technician, Level II Help Desk Technician, Network Technician, and Systems Administrator. The Planning Director is the Supervisor of the Building Inspector, Building Commissioner, Community Development Administrator, Conservation Agent/ Grant Writer, and Planning Administrator. The Health Director is the Supervisor of the Public Health Nurse.

### **ARTICLE 7: OVERTIME**

Eligibility for overtime and call back pay shall be limited to the Project Manager, GIS Coordinator, PC Network Technician, and positions created after the execution of this Agreement that are determined by the Town to be subject to the Fair Labor Standards Act (FLSA).

In the event an eligible employee as defined above actually works in excess of forty (40) hours in a given work week, said employee shall be compensated at the rate of one and one-half (1.5) times his regular rate. For purposes of determining whether the employee has actually worked in excess of forty (40) hours in a given week, the Town agrees that up to eight (8) hours of paid leave time may be included in said calculation. For example, if an employee works four (4) eight (8) hour days, takes a paid sick day on the fifth (5th day), and works four (4) hours on the weekend; the employee would receive four (4) hours of compensation at the rate of one and one-half (1.5) times his regular rate. However, if the employee took two (2) paid sick days in a given week and worked four (4) hours on the weekend, the employee would not receive overtime pay.

An eligible employee shall be deemed to have been called back if at any time after being relieved from duty and at any time before such employee is next scheduled to report to work they are called to return to duty by their department head, the Mayor or their designee, and the employee does so return to work. Return to duty work should include remote access to town files and systems. Eligible employees called back to duty as defined above will be paid at the overtime rate applicable to the day of service and shall receive a minimum of four (4) hours pay. For hours worked in excess of four (4), eligible employees who are called back shall be compensated at overtime rates for the number of hours (or partial hours) actually worked.

The parties recognize that certain salaried non-Department Head positions covered by this Agreement which are not eligible for overtime may be required to work outside of and in excess of the position's regular work week or work day. In those cases, the Department Head may authorize, with mutual agreement of the member, a schedule adjustment (either in the form of an adjustment in hours or days of work) on an equal time basis to offset work performed outside of and in excess of the position's regular work week or work day. Any schedule adjustment must be made within the fiscal year during which the work outside of and in excess of the employee's regular work week or work day was performed.

The Town will track overtime (including compensatory time) on a weekly time sheet basis.

Overtime work shall be voluntary, unless an emergency is declared by the Mayor, in which case overtime shall be mandatory. There shall be no discipline against any employee who declines to work overtime, except in the case of an emergency.

### **ARTICLE 8: SALARY**

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

Any employee who believes his position is not properly classified may make a written request to his Supervisor to review such position. It is within the Supervisor's sole discretion to determine whether to conduct such a review. If the Supervisor determines that a review is appropriate, the Human Resources Director shall conduct a study to determine the facts and shall meet with the employee(s) and/or his Association representative(s) for the purpose of reviewing the finding of the study. The Supervisor shall render his decision in writing to the employee, the Association and the Department Head with fifteen (15) days after such meeting. A recommendation for reclassification is subject to approval and funding by the Mayor.

No new stipends shall be paid to unit members except as may be created through the collective bargaining process. Present stipends shall be limited to, and will continue to be paid, as follows:

- A. Educational Incentive - \$1000.00 paid on the first July payroll – to Collector / Treasurer and Town Clerk when all requirements are met.
- B. Clerk to the Board of Registrars
- C. Clerk of the Council (\$4,750)
- D. Health Director (at the Big E rate)

The current IT Director is currently being paid a weekly stipend for performing duties of the Emergency Management Director. These duties, and this stipend, are not part of this agreement and are not a part of the IT Director's position. This provision shall apply to any employee/position that takes on this responsibility in the future.

### **ARTICLE 9: LONGEVITY**

Employees shall be entitled to additional compensation for longevity at the following:

- A. Upon completion of five (5) years of service, as set forth below, the following annual amount: \$150.00
- B. Upon completion of ten (10) years of service, as set forth below, the following annual amount: \$300.00
- C. Upon completion of fifteen (15) years of service, as set forth below, the following annual amount: \$600.00
- D. Upon completion of twenty (20) years of service, as set forth below, the following annual amount: \$1200.00
- E. Upon completion of twenty-five (25) years of service, as set forth below, the following annual amount; \$1800.00

In determining longevity and the amount thereof, where the employment has not been continuous, all periods of permanent employment with the Town shall be added to each other except where the employment was terminated through fault, deficiency or act of the employee. Longevity plan payments shall be made to each such qualified employee annually on the first pay period of January.

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

## **ARTICLE 10: EDUCATION INCENTIVE AND CONTINUING EDUCATION**

### Course Reimbursement

- A. An employee may be entitled once in each fiscal year to a reimbursement for the cost of tuition and related required course materials up to forty dollars (\$40.00) for every three (3) credit hours up to a maximum of eight hundred dollars (\$800.00). Proof of costs satisfactory to employer to be provided by employee in such fashion and at such times as required.
- B. Such reimbursement shall be paid only for courses taken at an institution of higher learning accredited by the New England Association of College and Secondary Schools or by the Board of Higher Education of the Commonwealth of Massachusetts in a field or subject directly related to the employee's actual job duties.
- C. To be eligible for reimbursement, an employee shall complete the course with a grade of "B" or above (or a pass in pass/fail course) and shall provide evidence of such completion in the form of a transcript.
- D. Application shall be made to the Human Resources Director in advance of taking the course. In the event that the Human Resources Director denies the application the employee may, within ten (10) days of the Human Resources Director's denial, make application to the Mayor whose decision shall be final and non-grievable.
- E. An employee's separation from employment between date of approval of the application and payment of the reimbursement shall relieve the Town of the obligation to pay same.

### Continuing Education

The Town will pay to the sponsoring organization or reimburse the employee the actual cost of each seminar or course taken which qualifies to meet a continuing education requirement, subject to prior approval by the Supervisor. The Town shall allow each employee leave with pay from his/her regular job duties to attend such continuing education events. The Town shall reimburse at the mileage reimbursement rate set forth in Article 11 the travel costs associated with attendance at a qualified continuing education event but only in the event that the employee uses his/her personal motor vehicle to attend the event(s). Proof satisfactory to the employer of attendance at such events and compliance herewith shall be submitted as required.

### Professional Fees and Licenses

The Town shall pay the cost of work related and professional fees or licenses and the annual maintenance of such licenses if the Town requires them as a condition of employment.

**ARTICLE 11: MILEAGE REIMBURSEMENT**

Employees who use a privately owned automobile for the conduct of Town business shall be reimbursed for all mileage driven in the conduct of Town business, at the Town rate in effect when the mileage was incurred.

**ARTICLE 12: HOLIDAYS**

The following days shall be considered to be paid holidays:

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

Should any holiday fall on a Saturday or Sunday, employees will be released on either the preceding Friday or the following Monday, whichever day the Town Hall is closed. The Town shall provide notice of the holidays for the succeeding calendar year no later than November 1.

Holiday pay shall be at the employee's regular rate of pay.

**ARTICLE 13: VACATIONS**

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

Vacation eligibility is based upon full-time service in the employ of the Town of West Springfield, which service for purposes of this Article shall include all continuous full time employment for the Town of West Springfield. If the employee works part-time, vacation leave shall be prorated based upon the employee's FTE.

Employees who are transferred, promoted or demoted from a position in one department to a position in another department, without a break in continuity of service, shall carry their accrued vacation leave with them to their new position.

Full-time employees, other than Department Heads, who have completed the following service requirements shall receive vacation on their anniversary date (or January 1st) according to the following schedule:

<u>Period of Employment</u>	<u>Annual Vacation</u>
6 months	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
25 years	25 days

Department Heads shall receive fifteen (15) vacation days upon employment as a Department Head, and twenty (20) vacation days as of January 1 of the following year. After twenty-five (25) years of continuous employment, Department Heads shall receive twenty-five (25) vacation days.

Any employee who had been credited with twenty (25) days of vacation prior to July 1, 2014 shall be grandfathered at the twenty (25) vacation day level until separation from employment.

Vacation time must be taken in full hour increments if an employee is credited with twenty (20) or less vacation days. Vacation time must be taken in either half-day or full-day increments if an employee is credited with more than twenty (20) vacation days. No more than five (5) days of vacation may be taken during the month of December, unless an employee receives the prior written approval of the Supervisor.

All bargaining unit employees will be eligible for vacation once they have reached six (6) consecutive months of employment.

Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred and a prorated amount of the current calendar year's accrual (based on months worked). Upon termination of employment, an employee hired on or after December 1, 2017 shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred (i.e., the amount of vacation time the employee has remaining) and not the benefit contained in the preceding sentence. If termination is caused by death, such payment shall be made to the employee's surviving spouse, if any, and if none, to his/her estate.

If an employee's annual vacation accrual exceeds the above amounts prior to the implementation of this Agreement, the employee shall continue to earn the accrual that gives him/her the most time.

#### **ARTICLE 14: PERSONAL DAYS**

Three (3) personal days per year shall be allowed to each Employee to be used for purposes they deem proper. Eligible Employees shall be credited with three (3) personal days on January 1st of each year.

Upon termination of employment, the employee shall receive payment equal to the amount of personal leave time pay he/she would have received had the termination not occurred. If termination

is caused by death, such payment shall be made to the employee's surviving spouse, if any, and if none, to his estate.

### **ARTICLE 15: SICK LEAVE**

Each employee shall be credited with sick leave with pay at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each month of service. Sick leave credit will be given the first working day of the month following each month in which the employee is employed. Sick leave shall be accumulated without limit. Employees hired on or after December 1, 2017 will continue to accumulate sick leave up to a total of one hundred thirty-five (135) days.

Employees absent because of an incident covered by Workers Compensation shall be entitled to convert any unused vacation credit in that year to sick leave.

Employees may use their sick leave for sickness or injury and for absence because of quarantine in the family imposed by the Board of Health.

Sick leave may be taken for the purpose of attending a physician or dental appointment during normal hours of employment.

Emergency leaves due to serious illness in the immediate family may be charged against sick leave with full pay up to seven (7) days per year. Immediate family shall include husband, wife, children, step-children, parents, or members of the immediate household of an eligible employee. The Town may require verification that the individual lives in the immediate household. Said leave time may also count against an Employee's FMLA entitlement.

Employees having sick leave credits who are injured on the job and are receiving Worker's Compensation shall, upon request, be granted such sick leave allowance payments as well, when added to the amount of Worker's 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 charges against sick leave credits accordingly.

Upon retirement or death, the employee shall have one-quarter ( $\frac{1}{4}$ ) of his or her total accumulation of sick leave time transferred to vacation time for the purposes of separation pay at the current rate of pay (e.g.  $\frac{1}{4}$  of 120 days = 30 days,  $\frac{1}{4}$  of 200 days = 50 days). In the event of an employee's death, such payment shall be made to the employee's surviving spouse, if any, and if none, to his estate.

### **ARTICLE 16: SICK LEAVE INCENTIVE**

Effective upon the first July 1 or January 1 after ratification of this agreement, if an employee does not use any sick leave between January 1 and June 30, or July 1 and December 31 of any calendar year, said 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 17: JURY DUTY**

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

**ARTICLE 18: BEREAVEMENT LEAVE**

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, current step-parents, or relatives in the immediate household.

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, aunts, uncles, or others in the immediate household.

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

<u>Five (5) working days:</u>	<u>Three (3) working days:</u>
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
	Aunts
	Uncles
	Others in the immediate household

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

**ARTICLE 19: MILITARY LEAVE**

The Town agrees to abide by federal and state law regarding military leave.

**ARTICLE 20: STATUTORY LEAVE**

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

**ARTICLE 21: HEALTH, WELFARE, and SAFETY**

It is agreed that should any changes occur in the statutes affecting health and welfare plans or changes in the Group Health Insurance Plans, this agreement will be immediately re-opened for negotiations on this subject by written request.

The Town agrees to continue to provide its employees with HMO and PPO health insurance plans in accordance with the town-wide insurance Memorandum of Agreement. The Town reserves its right to select the self-funded or premium based option, which it determines to be in the collective best interest of the Town, and its employees. The Association understands that the plans and/or co-payments may change consistent with Massachusetts law and regulations upon the expiration of the Memorandum of Agreement.

The parties have agreed upon a Memorandum of Understanding regarding health insurance, which will expire on June 30, 2018. The City will comply with the Understanding through June 30, 2018.

The town agrees to provide a safe work environment for all employees.

The town will provide a privacy room for any employee to use for medical purposes. This room shall be a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public. The room will have at minimum a table, electrical outlet, and any doors will have locks. This room will be available to the employee at any time during working hours.

**ARTICLE 22: DISCIPLINARY PROCEDURE**

Any employee who has completed his/her six (6) month probationary period will only be subject to discipline and/or termination for good cause. Employees within their probationary period may be terminated without cause. Upon completion of the probationary period, the Town shall follow progressive discipline. However, this provision shall not supersede the provisions contained in Article 2 regarding good cause. More specifically, actions taken pursuant to Article 2 are for serious misconduct including but not limited to assault, battery, theft, dishonesty, insubordination, intentional damage to Town property (including the technology system), and/or criminal activity may result in termination.

**ARTICLE 23: RESIDENCY AS A REQUIREMENT FOR EMPLOYMENT**

There shall be no requirement that any member reside within West Springfield. Nor shall any restriction be imposed on the members of the Association for any purpose relating to their place of domicile.

**ARTICLE 24: REDUCTION IN FORCE**

In the event that a reduction in force or the elimination of a job classification covered hereunder is contemplated by the Town, the Town agrees to provide the Association with written notice of such reduction of force or elimination not less than 90 calendar days prior to such a contemplated change, unless financial exigencies require a shorter notice period. Such notice shall include the following:

- A. The department in which the change is contemplated
- B. The position/name of current employee(s) to be impacted by the change
- C. The proposed effective date of said change

During the period between the written notice and the proposed effective date the Town shall meet with the Association solely to bargain the impact of the reduction in force or elimination of a job classification.

In the event a member of the bargaining unit is removed from their position by a reduction in force or an elimination of a job classification they will be entitled to, but not limited to, any combination of the following remedies, to be decided in the negotiations of the Association and the Town associated with said removal or reduction:

- A. The employee(s) will be offered a transfer to an open position within the bargaining unit with no loss of benefits or seniority, but at the pay rate associated with said position. The employee must meet the minimum qualifications of the open position to which they will be moved.
- B. The employee(s) will be notified of any position within the bargaining unit that should become available, for which they meet the minimum qualifications, within 180 calendar days from the date of their separation from the Town as a result of a reduction in force or elimination of a job classification. If the employee is selected, the employee will be restored with no loss of seniority or benefits.
- C. The Town agrees to compensate the employee at their current hourly rate for all unused vacation time.

A reduction in force or elimination of a job classification shall not be used in lieu of the discipline procedures included with this agreement, and must be used in good faith by the Town.

**ARTICLE 25: REGULAR AND EMERGENCY TEMPORARY EMPLOYEES**

Regular Temporary Employees: Should the Town in conjunction with a Department Head determine the needs of a department require the use of a temporary employee for some certain project, which falls within the scope of work of a member of the Association, the Town shall notify the Association in writing the details of such circumstances no less than 10 working days prior to the start date of the temporary employee.

Emergency Temporary Employee: Should the nature of the work to be performed be of an emergency nature the Town will provide verbal notice to the Association President within 24 hours that an Emergency Temporary Employee will be utilized and then the Town will provide written notice to the Association within 5 days of the start date of the Emergency Temporary Employee.

No Temporary Employee, regular or emergency, shall be utilized by the Town for more than 90 calendar days without written consent from the Association.

#### **ARTICLE 26: WORKING OUT OF GRADE**

Any employee, who is assigned by their Supervisor to fill in a higher level position on a temporary basis for more than five (5) consecutive working days, will be temporarily paid at the corresponding pay rate for that grade.

The effective date of any pay increase shall be the sixth (6th) working day in the higher level position. At the end of the acting appointment employees shall return to the grade and salary previously held, plus any adjustments to salary that may have occurred in the meantime.

The provisions of this Article are not applicable when the job description reflects a fill-in role and the acting appointment is within the scope of such a role.

An employee of one classification called upon to perform duties in a lower classification shall be paid the rate of the higher classification.

#### **ARTICLE 27: SENIORITY**

Seniority shall mean an employee's length of service in a position covered by this Agreement measured in full calendar days from the first day of employment in a position covered by this Agreement. Should the preceding sentence result in two or more employees having the same seniority, the member whose length of service with the Town measured in full calendar days from the first day of employment shall be deemed more senior. In the event that two or more employees still have the same seniority, then a lottery shall be held.

Seniority will be taken into account and weighed, when all other factors are equal, in consideration of promotion, reassignment, overtime assignment, reduction in force and elimination of job classification, with preference going toward the more senior member in question.

#### **ARTICLE 28: VACANCIES AND PROMOTIONS FROM WITHIN**

When the Town determines that a vacancy or new position shall be filled, the vacancy or new position shall be posted for a period of seven (7) working days and filled within a reasonable time thereafter.

Seniority shall be a factor after the Town has assessed the skills and abilities of the candidates and when the skills and abilities of such candidates are equal, the Town shall appoint the most senior employee, if any, to the vacancy or new position.

## **ARTICLE 29: CHANGES TO JOB DESCRIPTION**

Each employee shall have a job description that is accurate as to title and grade, and clearly states essential duties that are reflected in performance elements. A job description is deemed to be accurate when the principal duties, knowledge requirements, and Supervisory relationships are described. Duties that require special training, performance, or credentials should also be reflected in the position description. The job description shall be reviewed annually by the employee and work Supervisor, normally during the performance evaluation process. Any modifications must be approved by the Mayor.

When an employee is assigned additional major, regular, and recurring duties, not reflected in their job description, the Town will revise the job description to reflect the changes in accordance with this Article. When a job description is revised, the Supervisor will discuss proposed changes and will consider feedback from the employee prior to submitting the new job description for classification. Management will communicate the classification determination to the employee within 45 days from the time the completed job review package was submitted for classification and the employee will be given a copy of the reclassified job description. No job description shall be changed without the written approval of the Mayor.

The employee may have Union representation during any discussions between the employee and Supervisor/management related to the review and classification.

## **ARTICLE 30: PERFORMANCE EVALUATIONS**

The philosophy of an evaluation is a periodic review for the purpose of improving the employee's effectiveness.

Evaluation by means of the new performance evaluation instrument agreed to by the parties and contained in this Agreement shall take place during the term of this Agreement commencing with the 2017-2018 contract year. The employee's indirect Supervisor shall be the Mayor. The employee's direct Supervisor shall be the Department Head in whose department he/she works. If the Department Head is covered by this Agreement, then said Department Head shall only provide input regarding the evaluation, but the primary evaluator shall be the Mayor. The preceding notwithstanding, the City Council President shall be the primary evaluator for the Town Clerk and the Clerk of the Council. All performance evaluations shall be subject to the approval of the Mayor. If an employee disagrees with the merit determination, the employee shall be given a meeting with the evaluator and the Mayor, if requested in writing, to review his/her merit determination, and may bring a union representative to the meeting.

Such evaluation system shall include, but not be limited to, the following general provisions:

1. All employees in the Association shall be given performance evaluations by their Supervisor's annually on a calendar year basis.
2. All performance evaluations shall be in writing and shall be maintained as part of the employee's records by the Human Resources Director. Prior to each evaluation period, the direct Supervisor shall inform the employee of the general performance dimensions and the procedures to be utilized in evaluating the employee's performance. The Supervisor shall also

inform the employee that such evaluation may be utilized by the department of the appointing authority in future personnel determinations.

3. After such evaluation has been conducted, the direct Supervisor shall review the evaluation with the employee. Upon completion of the employee's review of such evaluation, the employee shall sign the evaluation. The employee's signature does not necessarily indicate the employee's agreement with the content of the evaluation. The employee has the right to attach a response to the evaluation, which will be placed in the employee's personnel file.
4. An employee may review all performance evaluations concerning his/her performance at reasonable times during normal business hours and may, if he/she wishes to comment on a performance evaluation, submit to the Human Resources Department, a writing to be included in his/her personnel file.

Based upon the performance appraisal for calendar year 2017, which shall be completed by March 1, 2018, an employee who receives an overall rating of Exceptional (i.e., 31-45) will receive an additional 0.5% wage increase effective as of 11:59 p.m. on June 30, 2018. Any employee who receives an overall rating of Clearly Outstanding (i.e., 46 or greater) will receive an additional 1.0% wage increase effective as of 11:59 p.m. on June 30, 2018. All other employees will only receive the wage increase listed in Appendix B.

Based upon the performance appraisal for calendar year 2018, which shall be completed by March 1, 2019, an employee who receives an overall rating of Exceptional (i.e., 31-45) will receive an additional 0.5% wage increase effective as of 11:59 p.m. on June 30, 2019. Any employee who receives an overall rating of Clearly Outstanding (i.e., 46 or greater) will receive an additional 1.0% wage increase effective as of 11:59 p.m. on June 30, 2019. All other employees will only receive the wage increase listed in the Appendix B.

Based upon the performance appraisal for calendar year 2019, which shall be completed by March 1, 2020, an employee who receives an overall rating of Exceptional (i.e., 31-45) will receive a 0.5% wage increase effective as of 11:59 p.m. on June 30, 2020. Any employee who receives an overall rating of Clearly Outstanding (i.e., 46 or greater) will receive a 1.0% wage increase effective as of 11:59 p.m. on June 30, 2020.

The determination regarding merit shall not be subject to the grievance and arbitration procedure. However, if an employee disagrees with a merit determination, said employee may request a meeting with the Evaluator to review the merit determination, and may bring a union representative to the meeting.

### **ARTICLE 31: PROTECTION**

Employees will immediately report all cases of assault suffered by them in connection with their employment to their direct Supervisor, who will submit it to the Mayor. If the direct Supervisor is alleged to have committed the assault, then the report shall be directly to the Mayor. The Town will comply with any reasonable request from the Employee for information in its possession relating to the incident or the persons involved.

The provisions of indemnification set forth in M.G.L. Chapter 258 shall apply to members of the bargaining unit.

## **ARTICLE 32: GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance shall be defined as a complaint concerning working conditions, disciplinary action, or a claimed violation, misinterpretation or misapplication of this Agreement or an existing practice.

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

1. Any employee who has a grievance shall reduce the grievance to writing and shall submit the grievance within ten (10) calendar days of the event to his Department Head setting forth the facts of the grievance, the Agreement provisions, if any, in question and the remedy requested. Within ten (10) calendar days said Department Head receives such grievance, he or his designated representative shall give the Association his answer to the grievance in writing. If the employee filing the grievance is the Department Head or if the Department Head to whom the grievance would normally be submitted is a bargaining unit member, then employee will start the process at Step 2.
2. If the employee is dissatisfied with the Department Head's decision (or the employee is a Department Head or the Department Head to whom the grievance would normally be submitted is a bargaining unit member) he/she may appeal (or submit the grievance) to the Human Resources Director within ten (10) calendar days of the Department Head's decision or the date the answer was due (or the event). The Human Resources Director shall reply within ten (10) calendar days of receipt of such written complaint.
3. If the employee and his representative, if represented, are not satisfied with the decision rendered by the Human Resources Director, the employee may submit the grievance to the Mayor, in writing, within ten (10) calendar days of the date of the answer in Step 2 or the date the answer was due, and the Mayor shall render a written decision to the employee and his representative, if represented, with ten (10) calendar days of receipt of the grievance.
4. If the grievance is still unsettled in accordance with the procedure prescribed in Step 3 of this Section, the Town or Association may, within fifteen (15) calendar days of when the reply of the Mayor is due, by written notice to the other, take the case to arbitration.

An arbitrator shall be selected in accordance with the rules of the American Arbitration Association or the Department of Labor Relations at the discretion of the party filing for arbitration. The authority of the Arbitrator shall be limited to the question or questions which are submitted. The Arbitrator shall have no authority to add to, subtract from, or modify any provision of the agreement. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.

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

All grievances and answers thereto shall be set forth in writing. Nothing contained therein shall prevent any employee from presenting his own grievance and representing himself in these procedures up to, but not including arbitration.

Failure at any step to appeal shall be considered acceptance of the decision rendered. The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with

said resolution. Time extensions beyond those stipulated in the grievance procedure may be arrived at by mutual written agreement of the parties concerned.

Failure of the Town, the employees or the Association to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

### **ARTICLE 33: WORK AREA CONDITIONS**

Concerns regarding work area conditions shall be brought to the Safety Committee. The Safety Committee may make recommendations to the Mayor regarding work area conditions.

### **ARTICLE 34: SMOKE FREE WORKING ENVIRONMENT**

It is the desire of the Town and the Association to provide employees with smoke free working environment. Because of the harmful effect of secondary smoke, smoking in the office or any other interior area is not allowed in Public Buildings according to MA General Laws. The Town will enforce this policy, making sure it is upheld.

### **ARTICLE 35: LABOR-MANAGEMENT MEETING**

The Association shall designate a standing committee of three (3) employees who are members of the bargaining unit. The committee shall meet with the Mayor, or his designated representative, no more than four (4) times in one calendar year. Such meeting shall be held at the convenience of both parties within ten (10) days from the date upon which such request is received and the petitioning party will submit an agenda along with the request. The committee or Mayor may draw up recommendations which, when approved, both parties to this agreement may agree to enforce.

### **ARTICLE 36: ASSOCIATION BUSINESS LEAVE**

Association members shall be granted leave from their work to settle grievances and to attend negotiation and labor management meetings, with no loss of pay during the term of this Agreement.

### **ARTICLE 37: VEHICLE MONITORING**

The Association agrees to the installation and activation of a global positioning system (GPS) in any or all Town-owned vehicles and equipment for the purpose of further enhancing efficiency and quality of delivery of services to Town residents.

The GPS will be used to compile information for determining baseline data and any increases for purposes of casino mitigation amounts. It is understood that disciplinary actions against and excessive monitoring of Town employees is neither the primary purpose, nor the intended result of the

implementation of the GPS system. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based upon independent supporting facts, gathered before or after the GPS information, which comport with the good cause standard.

It is agreed that a "Chain of Command" shall be followed. Specifically, whoever is monitoring the GPS information in the Mayor's Office shall contact the Mayor whenever a question or concern is triggered by GPS. Further, the Mayor shall have the sole responsibility to make the initial determination as to whether an Employee's activity, which has been identified via GPS technology, is appropriate or not.

The use of GPS is not intended to result in any reduction in the bargaining unit. The Town shall not seek to eliminate positions, specifically as a result of the use of GPS.

The Association shall have access to any and all GPS reports and/or data that is directly related to a disciplinary action, upon written request. The requests are limited to reports generated within twenty-four (24) hours before and after the date/time of an applicable infraction, unless the Town is utilizing a longer time period for purposes of the discipline in which case the Association will be entitled to the reports generated within the applicable time period.

Attempts by members to mask, disable, or damage the GPS devices and/or equipment will be dealt with in accordance with the good cause standard.

The Town agrees to individually inform all employees within a specific department of the installation of GPS on any or all of its vehicles and/or equipment. Following this notice, both parties agree that no employee shall be allowed to contest an employment action based upon their lack of knowledge of the GPS installation.

#### **ARTICLE 38: APPROPRIATE DRESS**

The clothing apparel employees wear to work has a major impact on the level of professionalism we display to the members of the public with whom employees conduct business on a daily basis Monday through Friday. Employees shall dress and present themselves in a professional manner for the type of position to which they are assigned. A warning will be given prior to implementation of discipline, and a copy of said warning will be provided to the Union President. The purpose of this requirement is to establish unacceptable items of dress, and provide a method for employees to know specifically what has been determined inappropriate dress.

#### **ARTICLE 39: DURATION**

This agreement shall become effective on July 1, 2017 and shall remain in full force and effect to and including June 30, 2020 and shall continue in full force and effect from year to year thereafter, during contract negotiations for successor agreement, as well as the period of contested representation concerning the certified bargaining agent who is a party hereto.

This agreement may not be modified or amended except by the mutual written addendum of the parties. This contract cannot be re-opened unless mutually agreed upon by both parties.

Negotiations will reconvene at least 120 days prior to the expiration of this Agreement.

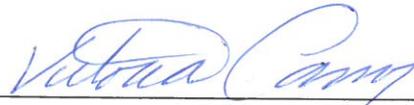
IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their agents hereunto duly authorized; and their signatures to be affixed hereto, as of the date written below.

FOR THE TOWN OF WEST SPRINGFIELD

By:   
\_\_\_\_\_  
William C. Reichert, Mayor

Date: 2 / 25 / 18

FOR THE WEST SPRINGFIELD  
MUNICIPAL MANAGEMENT AND  
PROFESSIONAL ASSOCIATION  
(WSMMPA)

By:   
\_\_\_\_\_

Date: 2/26/18

**APPENDIX A: WSMMPA BARGAINING UNIT – GRADE PLACEMENT**

Department	Title	Grade	Dept. Head
IT	Data Analyst	II	No
IT	Level I Help Desk Technician	II	No
Planning	Building Inspector	II	No
Town Council	Clerk of the Council	II	No

DPW	Office Manager	III	No
Finance	Deputy Assessor	III	No
IT	GIS / Applications Administrator	III	No
IT	Level II Help Desk Technician	III	No
IT	Network Technician	III	No
Planning	Conservation Agent / Grant Writer	III	No
Veterans	Director	III	Yes

Mayor	Community Cable Access Director	IV	Yes
COA	Deputy Director	IV	No
DPW	Project Manager	IV	No
Finance	Deputy Accountant / Procurement	IV	No
Finance	Deputy Collector / Treasurer	IV	No
Health	Public Health Nurse	IV	No
Library	Assistant Director	IV	No

CM	Deputy Director of Grounds	V	No
DPW	Deputy Director of Water	V	No
DPW	Deputy Superintendent of Operations	V	No
DPW	Town Engineer	V	No
Finance	Collector / Treasurer	V	No
Finance	Principal Assessor	V	No
IT	Systems Administrator	V	No
Planning	Building Commissioner	V	No
Planning	Community Development Administrator	V	No
Planning	Planning Administrator	V	No
Town Clerk	Town Clerk	V	Yes

COA	Director	VI	Yes
Health	Director	VI	Yes
Library	Director	VI	Yes
Park & Rec.	Director	VI	Yes

Planning	Director	VII	Yes
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**APPENDIX B: WSMMPA BARGAINING UNIT – SALARY SCHEDULE**

Effective July 1, 2017, 2.0% increase (this amount is inclusive of the amount listed in the prior contract).

Effective July 1, 2018, 2.0% increase.

Effective July 1, 2019, 2.0% increase.

The Town does not agree to implement steps.

Effective July 1, 2017, the Hiring Ranges for positions in the bargaining unit shall be:

<u>Grade</u>	<u>Hiring Range</u>
I	\$27,227 - \$42,891
II	\$37,452 - \$54,121
III	\$43,364 - \$59,033
IV	\$52,738 - \$70,388
V	\$58,109 - \$80,007
VI	\$64,103 - \$85,588
VII	\$80,390 - \$107,154
VIII	\$90,445 - \$117,962

Effective July 1, 2018, the Hiring Ranges for positions in the bargaining unit shall be:

<u>Grade</u>	<u>Hiring Range</u>
I	\$27,772 - \$43,749
II	\$38,201 - \$55,203
III	\$44,231 - \$60,214
IV	\$53,793 - \$71,796
V	\$59,271 - \$81,607
VI	\$65,385 - \$87,300
VII	\$81,998 - \$109,297
VIII	\$92,254 - \$120,321

Effective July 1, 2019, the Hiring Ranges for positions in the bargaining unit shall be:

<u>Grade</u>	<u>Hiring Range</u>
I	\$28,327 - \$44,624
II	\$38,965 - \$56,307
III	\$45,116 - \$61,418
IV	\$54,869 - \$73,232
V	\$60,456 - \$83,239
VI	\$66,693 - \$89,046
VII	\$83,638 - \$111,483
VIII	\$94,099 - \$122,727

The hiring range does not impose a salary limit on employees.

**APPENDIX C: WSMMPA BARGAINING UNIT – AUTHORIZATION FOR PAYROLL  
DEDUCTION OF ASSOCIATION DUES**

**West Springfield Municipal Management and Professionals Association  
(WSMMPA)  
26 Central Street, West Springfield, MA 01089**

**AUTHORIZATION FOR PAYROLL DEDUCTION OF ASSOCIATION DUES /  
AGENCY FEE**

I, \_\_\_\_\_ authorize the Treasurer of the Town of West Springfield to deduct from my earnings each week the amount of \$\_\_\_\_\_, effective with the week ending \_\_\_\_\_, which represents payment of my:

Association Dues                       Agency Fee     *(check one)*

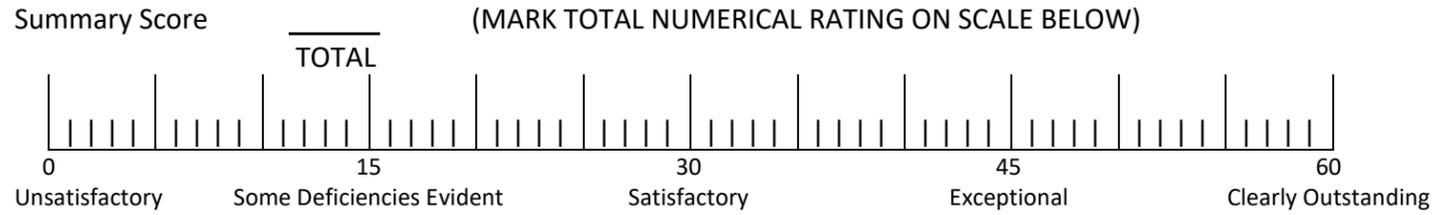
I further authorize any change in the amount to be deducted, which is certified by the above-named employee organization, as a uniform change in its Organization Dues structure.

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.

Signature: \_\_\_\_\_

Employee Payroll # \_\_\_\_\_

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 required 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 and shall be calculated in accordance with the law.



Comment on principal strengths: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Comment on principal weaknesses and suggestions for improvement: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Has this evaluation been discussed with employee?  Yes  No

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Your recommendation for present and future job classification:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Completion of this section by employee, is optional, and subject to the policy of your organization.

RATED BY (Name and Title): \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

\_\_\_\_\_

I have reviewed this evaluation and I completely understand its contents.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**TOWN OF WEST SPRINGFIELD  
 EMPLOYEE PERFORMANCE EVALUATION**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

DATE OF LAST EVALUATION: \_\_\_\_\_

Please complete this form carefully and thoroughly. Remember its purpose is to:

Provide objective criteria for personnel performance evaluations on a standard basis within your organization.

Produce fairer evaluations of employees.

**PROCEDURE:**

Pages 2 and 3 describe fifteen factors identified with job success or failure. Decide for each, the level at which the employee performed for this rating period. Write a corresponding value number in the rating column. Add the numbers to obtain a total score.

Transfer this total to the rating scale on page 4. This will indicate, and support, your overall opinion of the employee's performance.

Refer back to pages 2 and 3 to comment on the employee's principal strengths and weaknesses. Your comments should be consistent with your rating of individual factors.

FACTORS		UNSATISFACTORY	SOME DEFICIENCIES EVIDENT
		0	1
<b>KNOWLEDGE</b>	The blending of job-related education, skills and experience	Severely lacking in knowledge	Noticeable deficiencies in job knowledge.
<b>QUANTITY</b>	Level of satisfactory output generated per unit of time.	Usually below acceptable standard.	Barely acceptable level of output. A slow worker.
<b>ACCURACY</b>	Absence of errors	Constantly commits errors	Error level too high. Needs improvement.
<b>JUDGMENT</b>	Capacity to make reasonable decisions	Frequently makes irrational decisions. Poor judgment.	Too often selects wrong alternative.
<b>INNOVATION</b>	Imagination and creativity used to lower costs and improve efficiency.	Never offers a new procedure or new idea.	Rarely suggests new ideas.
<b>APPEARANCE &amp; HABITS</b>	Personal habits, clothing and grooming (evaluation should consider the nature of the job).	Frequently offensive.	Occasionally sloppy appearance or display of offensive habits.
<b>ORDERLINESS</b>	Organization of the individual's work and work area.	Usually disorderly and chaotic.	Frequently unorganized or work area in disarray
<b>COURTESY</b>	Respect for feelings of others. Politeness on the job.	Frequently rude. Causes noticeable discomfort to others.	Occasionally impolite to coworkers or others.
<b>COOPERATION</b>	Willingness to help others accomplish their objectives	Usually uncooperative. A "roadblock" to coworkers, customers or others	Too often uncooperative when faced with reasonable requests for assistance.
<b>INITIATIVE</b>	Voluntarily starting projects. Attempting non-routine jobs and tasks.	Shows little initiative. Never volunteers. Sticks closely to job routine.	Shows some initiative. Should do more without having to be told.
<b>RELIABILITY</b>	Dependability and trustworthiness	Not reliable. Often fails to deliver a complete job.	Occasionally fails to deliver a complete job.
<b>PERSEVERANCE</b>	Steadfast Pursuit of job objectives when faced with unexpected obstacles.	Frequently quits when faced with unexpected obstacles.	Is sometimes deterred by obstacles which should be overcome.
<b>STABILITY</b>	Even temperament. Acceptance of unavoidable tension and pressure.	Volatile, inconsistent personality. Disrupts work environment.	Occasional displays of temper or emotion sufficient to disrupt others and hinders own performance.
<b>ATTENDANCE</b>		Frequent unexcused lateness or absence from work. Very poor attendance record.	Absences or lateness below standards.
<b>ALERTNESS</b>	Ability to quickly understand new information and situations	Very slow to grasp ideas and events.	Usually needs extra instruction.

SATISFACTORY	EXCEPTIONAL	CLEARLY OUTSTANDING	Insert Numerical Rating (0 through 4)
2	3	4	
Understanding job routine. Some knowledge still to be acquired.	Completely understands all aspects of the job.	Understands why all job functions are performed and inter-relationship with other jobs. An expert.	
Satisfactory. Meets expectations of average output.	Usually exceeds the norm. A fast worker.	Exceptional producer. Generates maximal output.	
Makes average number of mistakes.	Very accurate. Commits few errors.	Extremely accurate. Rarely commits an error.	
Usually exercises sound judgment.	Above average reasoning ability. Seldom errs in judgment.	Sustains high level of sound judgment. Decisions usually best under circumstances.	
Average number of suggestions for improving methods and procedures.	Often suggests beneficial changes and efficiency improvements.	Very innovative. Constantly offers imaginative suggestions for improving operations.	
Usually properly dressed and groomed. Few poor personal habits.	Rarely exhibits poor appearance or offensive habits.	Always properly dressed for the job. Personal habits are never offensive or in poor taste.	
Work sufficiently organized to efficiently perform the job.	Highly organized and efficient worker. Few instances of poor performance from lack of order.	Exceptionally precise in organizing work. Has immediate access to anything needed. Extremely efficient.	
Observes common courtesies, does not offend.	Very conscientious of other's feelings and rights. Always polite.	Extremely courteous, well-mannered and polite. Always considers the comfort and ease of others.	
Generally a cooperative person on the job.	Very cooperative. Often offers assistance. Can usually be counted on to help.	Extremely cooperative. Constantly offers aid and always available to help others.	
Does not shirk. Voluntarily attempts to solve non-routine job problems as they occur.	Above average. A self-starter. Will generally volunteer.	Places highest priority on getting things done. Constantly accepts difficult or unpleasant jobs to achieve goals	
Can be relied on to complete all aspects of the job.	Completes work with little supervision. Will complete occasional special projects.	Extremely dependable and trustworthy. Accepts all assignments. Always performs as expected.	
Is not stopped by most obstacles, works through them.	Displays sufficient drive to overcome unusually difficult obstacles.	Always displays extreme determination. Will rarely quit until objective is reached	
Even tempered. Absorbs routine pressures of job.	Can tolerate unusual pressure and tension without hindering performance.	Performs consistently and effectively under extreme pressure. Never visibly falters.	
Satisfactory attendance record.	Rarely late or absent.	Almost never late or absent. Always accepts overtime work, if offered.	
Understands most new ideas and developments without excessive explanation.	Fast learner. Grasps new information quickly.	Extremely bright, analyzes and understands with a minimum of instruction.	

**TOTAL**

**To Top of Page 4**

**APPENDIX E: WSMMPA BARGAINING UNIT – JOB DESCRIPTIONS**

The job descriptions are maintained by and are available from the Human Resources Department.