

AGREEMENT

Between

THE TOWN OF WESTFIELD

And

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Effective January 1, 2019 through December 31, 2022

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TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 DUES DEDUCTION AND AGENCY SHOP.....	2
ARTICLE 3 MANAGEMENT RIGHTS.....	4
ARTICLE 4 NO STRIKE	5
ARTICLE 5 GRIEVANCE PROCEDURE	6
ARTICLE 6 PROBATIONARY PERIOD	9
ARTICLE 7 SENIORITY	9
ARTICLE 8 LAYOFFS AND RECALL	10
ARTICLE 9 JOB POSTING	11
ARTICLE 10 PROMOTIONS AND REASSIGNMENTS	12
ARTICLE 11 OUT OF TITLE WORK	13
ARTICLE 12 NON-DISCRIMINATION.....	13
ARTICLE 13 JOB STEWARDS	14
ARTICLE 14 NOTIFICATION TO THE UNION.....	15
ARTICLE 15 BULLETIN BOARDS	15
ARTICLE 16 DISCIPLINE	16
ARTICLE 17 HOLIDAYS.....	16
ARTICLE 18 VACATIONS.....	17
ARTICLE 19 SICK LEAVE.....	20

ARTICLE 20	DEATH IN FAMILY	21
ARTICLE 21	JURY DUTY	22
ARTICLE 22	PREMIUM PAY	23
ARTICLE 23	LONGEVITY	24
ARTICLE 24	WAGES	24
ARTICLE 25	UNIFORMS	29
ARTICLE 26	INSURANCE	30
ARTICLE 27	SAFETY AND HEALTH	31
ARTICLE 28	PENSION	32
ARTICLE 29	RETIREE BENEFITS	32
ARTICLE 30	SEPARATION OF EMPLOYMENT	33
ARTICLE 31	TERMINAL LEAVE PAY	33
ARTICLE 32	SEVERABILITY	33
ARTICLE 33	DURATION	34

PREAMBLE

This Agreement entered into by the **Town of Westfield**, hereinafter referred to as the "Town" and the **Communications Workers of America, AFL-CIO**, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Union and the Town, and to provide for conduct of the Town's business under methods that will further to the fullest extent possible the economy and efficiency of operations, elimination of waste, realization of maximum quantity and quality of productivity and service to the public, cleanliness and protection of property. It is the further intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein agreements between the parties concerning rates of pay, hours of work and other conditions of employment.

The Town and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

ARTICLE 1

RECOGNITION

The Town recognizes the Union as the sole and exclusive representative for the collective negotiations unit which consists of all full-time and regularly employed part-time blue collar and white collar employees employed by the Town of Westfield, including the supervisor of buildings and maintenance and the Information Technology title, but excluding all managerial executives, confidential employees, supervisory employees within the meaning of the act, Police and Fire officers, craft employees and all divisional and departmental heads,

Assistant Director of Recreation, Town Clerk, Municipal Court Administrator, Department of Public Works Employees, Crossing Guards and all other employees employed by the Town of Westfield.

If the Employer adds new or amended titles to the units that are clearly not managerial, supervisory or confidential, it agrees that within thirty (30) days, it will:

- (1) Notify the Union;
- (2) Give a copy of any job specification for the new or amended title to the Union;
- (3) Advise the Union of the proposed hours of work, wages and other terms and conditions of employment established for the title.

The Employer further agrees, if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new or amended title should be included in the unit, and if it is so included, to negotiate any disputes which may exist concerning such negotiable issues as appropriate wage rates. It is the intention of the parties to reach mutual agreement on inclusion of new or amended titles that appropriately belong in the unit without the necessity of instituting proceedings at PERC, and it is their further intention to use wage scales for existing titles as a basis to determine the appropriateness of the wage rate established for such new or amended titles.

ARTICLE 2

DUES DEDUCTION AND AGENCY SHOP

Upon receipt of a lawfully executed written authorization from an employee, the Town agrees to deduct the regular monthly Union dues of said employee from his/her paycheck. This deduction will be submitted to a Union official so designated in writing to receive such

deductions. The Union will notify the Town in writing of the exact amount of such regular membership dues to be deducted. This authorization may be revoked once per year during the term of this Agreement by providing written notification of revocation to the Town prior to July 1st.

The Town agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of union dues, an amount equal to eighty-five percent (85%) of the present union dues provided such employee has furnished written authorization to deduct such representation fee as provided by law. The Town agrees to deduct said dues each month commencing with the third (3rd) month of employment of such employee. A copy of a list of employees from whose pay such deductions were made shall also be delivered to the local Union President.

Deduction of Union dues made pursuant hereto shall be remitted by the Town to the Union, c/o Secretary/Treasurer, Communications Workers of America, AFL/CIO, 501 3rd Street, N.W., Washington, D.C. 20001-2797, by the tenth (10th) day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made.

The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, order or judgments brought or issued against the Town or the Union under the provisions of this Agreement, and for any attorney fees incurred by the Town in connection with any such claim or suits that may be filed.

ARTICLE 3

MANAGEMENT RIGHTS

The Town has both the legal responsibility and the sole right to manage and conduct the municipality's business and, except as specifically limited in this Agreement, to:

- (a) Direct the employees,
- (b) Hire, promote, transfer, assign, schedule, layoff and recall,
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause,
- (d) Control of all Town property.

The management and direction of the work force shall be in the sole discretion and the sole responsibility of the Town, and except as otherwise provided herein, the Town retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the work force; to subcontract; plan, direct and control the entire operation of all departments; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force, or requires the assignment of additional different duties to the employees in the work force, or causes the elimination or addition of titles or jobs, and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Town prior to the execution of this Agreement, except as limited herein. As set forth herein the parties

agree that the Town has the exclusive right to set the work schedule and change those schedules as it deems appropriate. Except in cases of emergency, the Town will provide the Union with 14-calendar days notice prior to making any work schedule change. The Town will also meet with the Union upon request during that 14 calendar day period to discuss any questions the Union may have concerning the new work schedule, and also to discuss negotiable proposals presented by the Union concerning the impact of the work schedule change. At the end of that 14 calendar day period the Town may implement the work schedule change. The Union reserves its right to pursue any unresolved negotiable impact issues notwithstanding implementation of the new work schedule. All the rights, powers, discretion, authority and prerogatives possessed by the Town prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Town, except as limited herein.

ARTICLE 4

NO STRIKE

Section 1. There shall be no strikes, work stoppages, slowdowns or other interruptions of work, for any reason whether or not specified herein or contemplated by the parties at the time this contract is made, and whether or not the reason for such conduct is subject to the grievance and arbitration provisions of this contract. Any such action shall be a violation of this Agreement.

No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Town shall have the right to take disciplinary action including discharge against any employee participating in a violation of

the provisions of this Article. Nothing contained in this Agreement shall be construed to limit or restrict the rights of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article, including the right to institute civil action for damages and injunctive relief.

Section 2. In consideration of the foregoing, the Town agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Any dispute involving the interpretation or application of any of the provisions in this agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1: The aggrieved employee or employees must present the grievance in writing to the immediate supervisor through the shop steward within 15 working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this agreement. The grievance shall state the claim, the sections of the contract allegedly violated, and the relief sought. The supervisor shall submit an answer in writing within 5 working days of receipt of the grievance. If a satisfactory settlement is not reached with the immediate supervisor or if no answer is provided, the grievance may be appealed to Step 2 within 5 days from the date of the supervisor's answer or from the date the answer was due.

Step 2: The aggrieved employee or employees must present the written grievance to the Department Head or Board of Health where appropriate, through the shop

steward within 5 working days from the answer in Step 1, and the Department Head shall submit an answer in writing within 5 working days. In cases where the Town Administrator is the Department Head, the Administrator shall designate a person to hear the grievance at Step 2. If a satisfactory settlement is not reached with the Department Head, the grievance may be appealed to Step 3 within 5 working days from the date of the Department Head answer or from the date the answer was due. The use of recording equipment shall not be permitted at this meeting.

Step 3: The Local Union Staff Representative shall then take the matter up with the Town Administrator, or his designee. A meeting may be held at the Step 3 level and if such meeting is held, the aggrieved employee or employees and the shop steward may be in attendance at such meeting. The Union may also request that a reasonable number of witnesses attend such meeting and such request shall not be unreasonably denied. The Union shall have the right to examine the non-confidential records pertaining to a specific grievance. A copy of such record can be requested and such request shall not be unreasonably denied. A decision shall be made within 5 working days.

Step 4: Arbitration. The Union may request that the grievance be submitted to arbitration if the grievance is not satisfactorily settled at the Step 3 level, except that discipline that involves warnings or suspensions of 5 days or less shall not be subject to arbitration. The Union may, however, submit a disciplinary suspension of 5 days or less to arbitration where the employee has received suspensions that total six (6) days or more in the period of twelve months from the date of the first suspension. The Union shall notify the Town of its decision to

submit the matter to binding arbitration within thirty (30) calendar days of the transmittal of the written answer by the Town Administrator or his designee.

The grievance may be submitted to the Public Employment Relations Commission for the appointment of an impartial arbitrator in accordance with its rules and regulations. The arbitrator shall have the authority to hear and determine the grievance, and the decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no right to vary or modify the terms and conditions of this agreement and shall decide the dispute within 30 days after the hearing has been closed. The expense of the arbitrator shall be borne equally by the parties. Only the Town or the Union shall have the right to submit a grievance to arbitration.

Section 2. The time limits specified in the grievance procedure shall be construed as maximums. These time limits may be extended upon mutual agreement which must be in writing.

Section 3. Any grievance not presented under the grievance procedures described herein within 15 working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this agreement unless reasons satisfactory to the Town are given and an explanation of the failure to present the grievance within such time limit.

Section 4. Upon mutual consent of the parties a grievance may be initiated by the Union at a Step where the relief sought can be granted.

ARTICLE 6

PROBATIONARY PERIOD

Section 1. All full-time permanent employees shall serve a probationary period of ninety (90) calendar days. The probation period may be extended by two additional periods of forty-five (45) additional calendar days upon mutual consent of the parties which shall be in writing and which shall not be unreasonably denied. During this probationary period the Town reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

ARTICLE 7

SENIORITY

Section 1. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement since the date of permanent hiring.

Section 2. An employee shall lose seniority rights and may have his/her employment terminated for any one of the following reasons:

- (a) Voluntary resignation,
- (b) Discharge for just cause,
- (c) Failure to return to work within five (5) working days of receipt of notice of recall, unless the employer extends this time period based upon good and sufficient reason presented by the employee,
- (d) Continuous lay-off for a period equal to employment service but not to exceed two (2) years.
- (e) Absence without notice for three (3) consecutive workdays.

Section 3. A list of all employees in the unit covered by this Agreement shall be sent to the Union on January 15 and July 15 of each year.

ARTICLE 8

LAYOFFS AND RECALL

Section 1. In the event the Town reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority provided the remaining employees have the ability to perform the work remaining to be done. Departmental differences will not be the basis for preventing an employee from exercising seniority rights under the terms of this Article.

2. The Town shall rehire qualified laid off employees in the order of greatest employment seniority. The Town may only hire from the open market when no employee has an unexpired term of preference for reemployment who is ready, willing, and qualified to be reemployed.

Section 2. Notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE 9

JOB POSTING

Section 1. Any vacancies or newly created positions other than entry-level positions shall be posted prominently on all bulletin boards for at least eleven (11) working days prior to filling of the vacancy. The posting shall include, but not be limited to the classification, the salary, an abbreviated description of the job, and required qualifications and the procedure to be followed by employees interested in applying. Where a job opening outside of the negotiations unit occurs the Town will post a copy of its advertisement of the job opening on the bulletin board and forward a copy of same to the Union within 48 hours of the posting. This posting is for informational purposes only and does not subject the filling of such job opening to the terms of this Agreement.

Section 2. Posted positions shall be filled from those applying in accordance with the Promotion Article of this Agreement. If no present employee has the necessary ability and aptitude to perform the required duties, then the Town may fill the job with a new employee.

Section 3. Employees on vacation have a right to bid immediately upon return from vacation provided they were on vacation the entire posting period. Employees out on sick leave will be given an opportunity to bid on a job vacancy, and it shall be the responsibility of the employee on sick leave to be aware of job vacancies. The Town shall furnish the Union with a copy of the job postings via facsimile within 24 hours of the initial posting date.

ARTICLE 10

PROMOTIONS AND REASSIGNMENTS

Section 1. Where a promotional vacancy in the unit occurs and two (2) or more employees are under consideration for such vacancy, the Town shall promote the most senior qualified employee who bids the job. The procedure to determine the most senior qualified employee shall be to look first to the individual Department/Division where the vacancy exists, and then to the entire Town work force.

The provisions of this contract will not apply where an employee in the negotiations unit is promoted to a supervisory or other position that is not covered by the terms and conditions of this Agreement.

Section 2. An employee who is promoted shall serve a probationary period. If he/she is removed from the new job during the probationary period for failure to perform the new duties and responsibilities in a satisfactory manner, he/she shall be entitled to return to his/her former position without loss of seniority or other benefits.

Section 3. Where the Town determines that a vacancy exists in the unit (other than a promotional vacancy), any employee may request, in writing, reassignment to fill such vacancy. The vacancy shall be filled by the senior qualified employee from the same job classification who requests such reassignment. If no applicants apply from that specific job classification, then the senior qualified candidate from a different job classification who applies will be selected.

Section 4. Employees selected to fill a vacancy either by promotion or lateral transfer are deemed probationary in their new position for up to ninety (90) calendar days which is

considered a trial period, and the employer may determine at any time during that trial period whether it will retain the employee in the new position. If the employee is not retained in the new position, she/he shall be returned to her/his former position without loss of seniority.

Section 5. Employees who are promoted to a title with a higher salary range maximum shall be entitled to an increase to the next highest step that provides an increase of not less than 5% upon successful completion of the probationary period.

Section 6. The Town shall provide job descriptions for each job in the unit.

ARTICLE 11

OUT OF TITLE WORK

The Town agrees that employees shall be assigned work appropriate to and within their job classification. Employees assigned to work of a higher title for more than 30 continuous working days and who fulfill all the duties of that position shall be compensated at the higher rate of pay after the 30th continuous work day. The Town also agrees to have a status review after 30 days to discuss the projected length or time the out of title work will continue.

ARTICLE 12

NON-DISCRIMINATION

Section 1. The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, creed, religion, marital status, sex, national origin, sexual orientation, age, political affiliation or protected union activity, nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunities for any of the above listed reasons.

Section 2. Whenever any words are used in this Agreement in the feminine gender, they shall be construed as though they were also used in the male gender.

ARTICLE 13

JOB STEWARDS

Section 1. The Town recognizes the right of the Union to designate job stewards and alternates, and the Union shall advise the Town Administrator of the names of the job stewards in writing.

Section 2. The authority of job stewards and alternates so designated by the Union shall include, but are not limited to the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. Meeting and conferring with employee's supervisors in pre-grievance meetings.
3. Attend health and safety meetings, labor management meetings, and other authorized meetings.
4. Attend to Union business during working hours with prior approval of the shop steward's supervisor and Town Administrator or designee. Such approval will not be unreasonably denied.
5. Transmit communications authorized by the Local Union and its officers, to the Town or its representatives, both written or oral.
6. Employees engaged in Union activities who have been released for the day, shall be able to take such day as an unpaid day off.

Section 3. The Town shall grant release time without pay up to 6 days a year for members designated by the Union to attend Union functions with 10 working days written notice to the Town.

Section 4. The Town agrees that Union representatives of the Communications Workers of America, AFL-CIO, Local or International shall have the right to visit the premises during working hours so long as such visit shall not interfere with Town operations or interfere with or compromise the security and confidentiality of the Municipal Court/Violations Bureau.

ARTICLE 14

NOTIFICATION TO THE UNION

Section 1. The Town will notify the Union and the designated Shop Steward in writing of all promotions, demotions, transfers, suspensions, and discharges.

Section 2. The Town will notify the Union and the designated Shop Steward in writing at least thirty (30) working days prior to a layoff, except in cases of emergency.

Section 3. The Town will notify the Union and the designated Shop Steward of additions and deletions to the payroll of covered employees as they occur.

Section 4. The Town will notify the Union within one (1) week of any new hires covered by this Agreement.

ARTICLE 15

BULLETIN BOARDS

Bulletin boards will be provided by the Town at Town Hall and Public Works Center. Postings by the Union on such bulletin boards are to be confined to official business of the Union with prior notification regarding such postings to the Town.

ARTICLE 16

DISCIPLINE

Section 1. The Town will not discharge, discipline or suspend any employee without just cause and will notify the Union steward in the event such action is taken. Warning notices involving lateness or absenteeism will be deleted from the personnel file of an employee upon request provided the employee has received no such warning notice for a period of one year from the date of the last notice.

Section 2. Other than an oral reprimand, the employees and the Union shall be furnished with a written copy of any disciplinary action taken, with the reasons therefore, within five (5) working days of the action.

ARTICLE 17

HOLIDAYS

Section 1. Holidays shall be those listed below:

- | | |
|----------------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's
Birthday | Columbus Day |
| Lincoln's Birthday | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | Christmas |
| Independence Day | Employee's Birthday |

Should the employee's birthday fall on another holiday, it will be observed on the next working day.

When a holiday listed above falls on Sunday, it will be observed on the following Monday.

When a holiday listed above falls on a Saturday, it will be observed on the preceding Friday.

Section 2. Part-time employees will receive their daily rate of pay for any holiday that falls on a regularly scheduled workday for that part timer.

Section 3. In recognition of their obligation to work on holidays at straight time rates of pay, the Town will continue the existing practice in the Police Department of paying dispatchers for all listed holidays on the basis of eight (8) hours pay per day in addition to their annual salary.

Section 4. Traffic/parking enforcement officers who are required to work on a holiday shall be paid time and one-half or receive comp time at time and one-half for all hours worked on the holiday. The employee shall request the payment in cash or compensatory time and such request shall not be unreasonably denied.

ARTICLE 18

VACATIONS

Section 1. All full-time permanent employees, whether paid on an annual salary basis or an hourly basis, shall be granted annual vacation leave with pay as follows:

(a) Up to five (5) working days' vacation will be granted to employees during the first calendar year in which employed by the Town. One day of vacation will be allowed for each two (2) full calendar months of service in such year up to a maximum of five (5) days.

(b) Up to ten (10) working days' vacation will be granted to all employees during each year from the second through the fifth calendar year in which continually employed by the Town. In the second such calendar year, and in each successive year, five (5) working days

vacation will be granted, plus one (1) additional day of vacation for each two full calendar months of service in the previous year of service, up to a maximum of five (5) additional vacation days for a total of ten (10) days.

(c) Fifteen (15) working days' vacation shall be allowed annually with completion of five (5) anniversary years of continuous service.

(d) Eighteen (18) working days' vacation shall be allowed annually with completion of ten (10) anniversary years of continuous service.

(e) Twenty (20) working days' vacation shall be allowed annually with completion of fifteen (15) anniversary years of continuous service.

(f) Twenty-three (23) working days' vacation shall be allowed annually with completion of twenty (20) anniversary years of continuous service.

(g) Twenty-five (25) working days' vacation shall be allowed annually with completion of twenty-five (25) anniversary years of continuous service.

(h) Employees entitled to either ten (10) or fifteen (15) working days' vacation, will be allowed to schedule up to five (5) days of this entitlement in aggregates of single days provided two (2) days prior notice is given to the Town. Employees entitled to eighteen (18) working days' vacation will be allowed to schedule up to eight (8) days of this entitlement in aggregates of single days and those employees entitled to twenty (20) or more working days vacation will be allowed to schedule up to ten (10) days of this entitlement in aggregates of single days provided two (2) days prior notice is given to the Town. The entitlement to single day vacation requirement as set forth herein may be used in increments of one half (1/2) days and one of the

single days may be used in increments of one hour but such use is subject to the requirement that such time off will not interfere with the normal operation of the Department.

Single day usage in addition to that set forth above may be requested by the employee and may be granted by the Supervisor. Such request shall be subject to the operation of the Department and otherwise shall not be unreasonably denied.

(i) Vacation requests shall be submitted by March 15 of each year, if possible, and response to such request will be made by April 15th. If the vacation request is for a time prior to April 15, such request shall be submitted by the preceding November 15 with an answer to the request to be provided by December 15. Consistent with the efficient operation of the Department, vacation requests shall not be unreasonably denied.

(j) Vacations shall be scheduled throughout the calendar year.

(k) In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

(l) Provided thirty (30) calendar days prior notice is given to the Town, employees shall receive their vacation pay before commencing their vacation.

Section 2. Part time employees shall be entitled to paid vacation as follows:

1 to 3 years 2 days

4 to 10 years 5 days

10 complete year 8 days

There shall be no loss of accrued vacation time as a result of conversion from part-time to full time employment status with the Town.

ARTICLE 19

SICK LEAVE

Section 1. Employees with one (1) or more years employment shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year without loss of pay, which may be used in increments of one hour, provided use of one hour increments does unduly interfere with the normal operations of the Department. Request for use of sick leave in increments of one hour shall not be unreasonably denied.

Section 2. Employees with less than one (1) year employment shall be entitled to one (1) sick leave day for each month worked.

Section 3. Unused sick leave days shall be accumulated from year to year, for a maximum of ninety (90) days. When an employee has accumulated ninety (90) sick leave days, he or she will be given up to fifteen (15) additional days for use in a given year.

Section 4. The current wage continuation insurance plan shall continue in full force and effect.

Section 5. There will be sick leave redemption on retirement or death as follows:

One (1) day for every 3 days of accumulated sick days.

Section 6. Effective the first pay period following final approval of this fully executed contract, part time employees shall be entitled to sick leave on a pro rated basis. The pro rated calculation shall be based upon budgeted hours per year for the part time position related to 1820 hours per year.

Section 7. Employees may use up to 3 sick days of the annual allowance of sick days to care for a dependent or relative living in the household of the employee. The administration of this section shall be consistent with applicable law.

ARTICLE 20

DEATH IN FAMILY

Section 1. In the event of a death in the immediate family of an employee, the Town will grant a maximum of a four (4) day leave of absence between the date of death and burial with pay to the employee. The immediate family will be construed as meaning and including wife, husband, domestic partner (defined as a person who has cohabitated with the employee for one year or more prior to the death), child, father, current father-in-law, mother, current mother-in-law, sister, brother, grandparents or grandchildren.

Section 2. In the event of a death of an employee's current brother-in-law, current sister-in-law, current son-in-law or current daughter-in-law, the Town will grant the day of the funeral, if a working day, off with pay to the employee.

Section 3. This benefit shall be applicable to part time employees for any workdays that occur within the time periods provided herein.

ARTICLE 21

JURY DUTY

Section 1. An employee who is called to jury duty shall immediately notify the Town.

Section 2. An employee shall not be required to report back for work on any day in which court is attended for jury duty service, regardless of the employee's shift.

Section 3. An employee while on jury duty will retain all monies awarded by the court in addition to his salary.

ARTICLE 22

PREMIUM PAY

Section 1. The Town also agrees to pay one and one-half (1-1/2) times the straight time rate of pay in the following instances:

- (1) All hours spent in the service of the Town in excess of forty (40) hours in any workweek.
- (2) All hours spent in the service of the Town on any paid holiday in addition to regular straight time holiday pay.
- (3) There shall be no pyramiding of overtime.

Section 2. The Town agrees to pay all employees covered hereunder who normally work less than forty (40) hours per week the straight time rate of pay in cash or compensatory time at its discretion for all hours spent in the service of the Town in excess of their normal work week up to and including forty (40) hours per week. In addition, all employees called back to work, including scheduled overtime work, (as distinguished from overtime for starting shift early or ending shift late) shall be guaranteed a minimum of three (3) hours pay at straight time or time and one-half as applicable. Scheduled overtime work does not include attendance at regularly scheduled meetings. Unscheduled meetings will be compensated with compensatory time in accordance with present practice.

ARTICLE 23

LONGEVITY

Section 1. Except as provided in Section 2 of this Article, full-time permanent employees of the Town covered by this Agreement shall continue to be paid a longevity payment in accordance with existing practice and the following schedule:

<u>Years of Service</u>	<u>Longevity Percentage</u>
Completion of five (5) consecutive years	1.0%
Completion of ten (10) consecutive years	3.0%
Completion of fifteen (15) consecutive years	5.0%
Completion of twenty (20) consecutive years	7.0%
Completion of twenty-five (25) consecutive years	9.0%

Section 2. Employees hired on or after January 1, 1991 shall not be eligible to receive longevity payments.

ARTICLE 24

WAGES

Section 1. During the term of this Agreement, full and part time employees covered hereunder who are in the employ of the Town on and after December 31, 2018 shall receive the following adjustments to salary or hourly rate:

A. Effective and retroactive to January 1, 2019 all employees covered hereunder shall receive a 2% increase above their December 31, 2018 salary or hourly rate.

B. Effective January 1, 2020 all employees covered hereunder shall receive a 2% increase above their December 31, 2019 salary or hourly rate.

C. Effective January 1, 2021 all employees covered hereunder shall receive a 2% increase above their December 31, 2020 salary or hourly rate.

D. Effective January 1, 2022 all employees covered hereunder shall receive a 2% increase above their December 31, 2021 salary or hourly rate.

The schedule of employees and their salaries or hourly rates for the term of this contract is attached hereto as Schedule A which includes one time adjustments agreed to by the parties.

F. During the term of this Agreement there will be no guide movement or increment paid to any covered employee. The Town shall have the option to hire employees above the minimum up to Step 3 of the 2011 salary guide applicable to the title being filled based upon education and relevant experience. The portion of the 2011 salary guide applicable to new hires is shown on Schedule A. New hires will receive a starting salary in accordance with the procedures set forth herein and thereafter will receive any percentage increase set forth above for the remaining term of this contract.

G. Performance Evaluation – The parties agree to maintain language in the contract covering performance evaluation as follows, but there shall be no payment of increment during the term of this Agreement.

The Town and CWA agree to maintain the performance evaluation program that is job related and will not only measure employee performance but will assist each employee in the

development of the knowledge, skills and abilities needed to perform his/her assigned duties in highly competent manner. The general provisions applicable to this performance evaluation program are outlined as follows:

- (1) All employees will have the same evaluation period which will be December 1 of the previous year through November 30 of the present year.
- (2) An interim performance evaluation will be completed on or about June 10 of each year and the final performance evaluation will be completed on or about December 10 of each year.
- (3) At the beginning of the rating period the supervisor and the employee will establish the assignments of the job and outline the objective and measurable standards by which the performance of those assignments will be measured. If the supervisor and employee have unresolved differences concerning the assignments of the job, those differences will be reviewed and resolved by the Town Administrator. The Union shall be notified of any such unresolved differences and shall have the right to discuss the matter with the Town Administrator before such differences are resolved.
- (4) A standard evaluation form will be used for all employees that will consist of the assignments for the job and a rating for the performance of those assignments. The employee will sign the completed standard evaluation form as well as the interim and final evaluations to indicate that the employee has seen the completed documents and a copy of each will be given to the employee.

(5) Performance ratings may be used as a factor in promotions.

(6) Rating categories:

There are two categories of rating for an employee which are set forth as follows:

(a) "Needs Improvement" this rating is only applicable if the employee consistently fails to meet quality standards in the performance of the assignments for his/her job, and there must be sufficient documentation showing a consistent failure to meet quality standards. Where the performance of an employee is less than satisfactory, there will be another interim evaluation not less than 90 days prior to the final evaluation pursuant to which specific problems and necessary remedial action will be discussed.

An employee who receives a "Needs Improvement" will not receive a step increase in January. Such employee may appeal a "Needs Improvement" rating to the Union and if, after review of the appeal, the Union feels further review is justified it may discuss the matter with the Town Administrator.

If the employee appeals the "Needs Improvement" rating but no change is made, or if the employee does not appeal the initial "Needs Improvement" rating, he/she shall be re-evaluated in three (3) months and if such employee is re-evaluated to satisfactory performance, he/she will receive the step increase at the end of that three-month period. If the employee is still rated as "Needs Improvement", there shall be a meeting between the

supervisor, the Town Administrator the employee and the Union as soon as possible to determine the future course of action.

(b) “Satisfactory Performance” – this is the rating that will be given when an employee is performing satisfactorily and generally meets the quality standards of performance that are expected for his/her job. An employee receiving a satisfactory performance rating will also receive the appropriate step increase in the first pay period of January provided such step increase does not result in the salary of the employee being above the maximum for the range of that grade.

(7) Miscellaneous:

The grievance and arbitration procedure set for in the collective negotiations agreement between the parties shall not be applicable to the provision of the Performance Evaluation Program. Instead, the parties shall use the appeal procedure established in the Performance Evaluation Program. The parties also agree to review the Performance Evaluation Program at the end of each year, and if the Union factually demonstrates unfair treatment by the Town with respect to any appeals of “Needs Improvement” that may be filed, the parties agree to reopen the contract for the exclusive purpose of negotiating with respect to a solution of the appeals problem which would include negotiation concerning third party intervention.

Section 2. Payment under this Article will be made only to those employees on the payroll at the time of the formal execution of this agreement, or who retired on or after January 1, 2012.

ARTICLE 25

UNIFORMS

Sanitation and Senior Sanitation: The Town will continue to pay the annual clothing allowance in the amount of \$350.00. The Town will also continue to provide each Sanitation and Senior Sanitation employee with work shoes consisting of steel toed shoes or non-slip shoes from a facility designated by the employer

Dispatchers: The Town of Westfield will continue to supply uniforms and will continue to pay a maintenance allowance which shall be \$225.00 for calendar year 2019 and \$250.00 per year for each remaining year of the contract. Each dispatcher shall obtain work shoes from a facility designated by the employer or will be reimbursed up to a maximum of \$150.00 per year upon submission of receipts to the employer.

Traffic Enforcement Officers: The Town will continue to supply uniforms and will continue to pay a maintenance allowance which shall be \$225.00 for calendar year 2019 and \$250.00 per year for each the remaining years of the contract. Each Traffic Enforcement Officer shall obtain work shoes from a facility designated by the employer or will be reimbursed up to a maximum of \$150.00 per year upon submission of receipts to the employer.

Pool Maintenance Supervisor: The Town will continue to supply uniforms consisting of a rubberized rain suit, steel toed shoes and a hat.

ARTICLE 26

INSURANCE

Section 1. The Town will continue to provide health insurance for full time employees and eligible members of their family consisting of all present hospital, medical, surgical and

major medical insurance presently provided through New Jersey Blue Cross/Blue Shield or substantial equivalent. The deductibles under the terms of the PPO plan shall remain at \$250.00 per annum for the individual and \$400.00 per annum for family and for the POS Plan the deductible shall remain at \$500.00 per annum for the employee and \$1,000.00 per annum for the family. The two plans which are provided by the Town continue to be a PPO and POS (the Traditional Plan was eliminated in 2005).

All employees receiving health benefit coverage under the terms of this contract shall continue to pay contributions to the cost of health insurance in accordance with the provisions of P.L. 2011 c. 78 based upon pensionable salary which provisions are incorporated by reference as if set forth herein at length. The Health Care contribution requirements are set forth on Schedule B.

All such payments and contributions to offset health insurance cost shall be made by way of payroll deduction as appropriate for each individual employee.

The co-pay under both plans for primary care physician and specialist shall be \$15.00 and \$25.00 respectively and the co-pay for emergency room visit shall be \$50.00.

Section 2. The Town will continue to provide dental coverage which will be provided under the Horizon Dental Plan. or substantially equivalent coverage for the employee and spouse. A full family dental program with orthodontia coverage on a 50/50 basis to a maximum of \$1,000.00 will be included under the provisions of this Article. Employees will contribute to the cost of this benefit when costs exceed ten percent (10%) over the cost of the previous plan year.

Section 3. Eligible employees will continue to be included in the Town's wage continuation program.

Section 4. The Town will maintain the discount plan for mail-order prescriptions.

Section 5. Effective January 1, 2005, the Traditional Plan was replaced by a PPO and the Traditional Plan is no longer be available.

Section 6. Upon death of an active employee, the surviving spouse and eligible dependents have the option to continue receiving health benefits for a period of 18 months from the date of death with contribution payments to be made at the same rate as paid by the employee prior to death.

ARTICLE 27

SAFETY AND HEALTH

Section 1. The Town shall provide safe and healthful working conditions and will provide employees with wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health. Employees will abide by all applicable safety rules and will wear protective apparel that is provided by the Town, and failure to do so will subject such employee to disciplinary action.

Section 2. A Safety Committee has been established by the Town and the Union shall have the right to appoint a representative to that Committee. Any such designated union representative may attend scheduled Safety and Health meetings.

ARTICLE 28

PENSION

Section 1. Each employee shall be enrolled for all benefit entitlement provided within the Public Employee Retirement System.

Section 2. Pension benefits shall be based on regular wages.

ARTICLE 29

RETIREE BENEFITS

Section 1. An employee on the payroll as of January 1, 1995 who retires thereafter shall be entitled to continue under the Town's Health Benefits Program (employee and eligible dependent coverage applicable at the time of retirement) provided he/she has reached age fifty (50) with at least twenty-five (25) years of creditable service and said coverage shall terminate when such individual reaches age sixty-five (65) or becomes Medicare eligible whichever comes later, or upon death prior to age sixty-five (65). The retiree shall pay contributions for such health benefits by use of the Chapter 78 grid with the salary factor based upon pension rate with a cap of 15% of premium and co-pays as they exist at time of retirements. This entitlement shall not include coverage for employees who retire on disability or deferred retirement (commonly known as vesting). In the event the retiree dies prior to age sixty-five (65) and leaves a surviving spouse and/or eligible dependents, coverage will continue until the spouse reaches age sixty-five (65) or the dependents are no longer eligible for coverage.

Section 2. The benefits to retired employees as provided for in this Article are limited to the term of this Agreement and become a subject of negotiations.

ARTICLE 30

SEPARATION OF EMPLOYMENT

Upon resignation in good standing, the Town shall pay all monies to the employee including vacation pay.

ARTICLE 31

TERMINAL LEAVE PAY

Each full time and part time employee shall be entitled to terminal leave pay upon retirement in accordance with the following schedule:

1 month pay after 20 years of service

2 months pay after 25 years of service

ARTICLE 32

SEVERABILITY

Section 1. If any Article or Section or part thereof of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of the Agreement are hereby declared to be severable.

Section 2. If any Article or Section or part thereof is held invalid or enforcement of or compliance with which has been restrained, the parties shall enter into immediate negotiations after receipt of written notice of desired amendments by either the Town or the Union for the purpose of arriving at a mutually satisfactory replacement of such Article or Section or part thereof during the period of invalidity or restraint.

ARTICLE 33

DURATION

Section 1. This Agreement shall be in full force and effect from January 1, 2019 to and including December 31, 2022, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Signed
Oct 30, 2020

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

**COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO**

By: Carolyn C. Wade
Carolyn C. Wade, Local 1040 President

By: Ruth L. Barrett
Ruth L. Barrett, National Staff Representative

By: Duwayne Walker
Duwayne Walker, Local 1040 Staff Representative

By: Maureen Gabriel
Maureen Gabriel, Shop Steward

By: Dominick Sandelli
Dominick Sandelli, Shop Steward

TOWN OF WESTFIELD

By: Shelley Brindle
Shelley Brindle, Mayor

By: James Gildea
James Gildea, Administrator