

**Memorandum of Agreement**  
**Between the Town of South Hadley and the American Federation of State County and Municipal**  
**Employees (AFSCME), Local #1033 Units A and B**

This Memorandum of Agreement (“Agreement”) is entered into by and between the Town of South Hadley (“Town”) and the American Federation of State County and Municipal Employees (AFSCME), Local #1033 Units A and B (the “Union”) (each “Party” and together, the “Parties”), relative to impacts related to the regionalization of emergency dispatch operations.

**1. Elimination and Layoff of Dispatcher position**

- a. Effective upon the closure of the Town’s Emergency Dispatch Operations Center and the transition of dispatch services to the Westfield Public Safety Communications Center (or other designated regional dispatch center), the parties agree that the Town’s Dispatcher positions will be eliminated and the employment of individuals serving in those positions will end by layoff as of the official closure date.
- b. Waiver of Bargaining Rights: The Union expressly agrees to waive any and all rights that it currently has and/or may have pursuant to G.L. c. 150E and/or the parties’ collective bargaining agreement related to the regionalization emergency dispatch services effective as of the official closure date. Further, the Union hereby releases and forever discharges the Town, its agents, servants, and employees, individually or in their official capacities (collectively, the “Releasees”), for all claims or causes of action regarding the transfer of dispatch services from the beginning of time up until the date of this Agreement.

**2. Payment of Wages, Vacation Leave, Personal and Compensatory Time**

- a. The Town agrees that upon separation, each affected Dispatcher will be paid:
  - i. All wages earned through the separation date; and
  - ii. All accrued and unused vacation, holiday, and personal, in accordance with applicable Town policy and the Collective Bargaining Agreement.

**3. Retention Incentive Bonus**

On the official date the Town transitions to regional dispatch services (i.e., the closure date of the Town’s Emergency Dispatch Operations Center), the Town will pay each eligible full-time AFSCME member Dispatcher a one-time retention stipend of \$5,000 (non-pensionable), subject to the following terms:

- A. Eligibility. To be eligible, an employee must:
  - a. Be a full-time Dispatcher actively employed by the Town as of the closure date;
  - b. Remain continuously employed as a Dispatcher through the closure date; and
  - c. Not obtain or maintain another position with the Town prior to or upon the closure date.
- B. Attendance / Pro-Ration. The full stipend amount will be subject to pro-rating based on attendance between March 1, 2026 and the closure date. For each occurrence of either sick leave or unpaid leave the retention incentive bonus of the member that stays employed by the Town of South Hadley until the closure of the Dispatch Operations, shall be decreased in the amount the affected employees hourly wage multiplied by the number of hours on sick or unpaid leave.

The following reasonable use of leave will not reduce the stipend:

- a. Approved vacation and personal leave taken in accordance with departmental policy
- C. Sick Leave Buy-Back. An employee who is laid off from employment with the Town shall be eligible to receive payment for unused accrued sick leave, up to a maximum of one hundred twenty (120) hours. Payment under this provision shall be calculated at the employee's regular rate of pay at the time of layoff and shall be non-pensionable.

**4. Retirement Notification Bonus/Sick Leave buy back**

- a. The Town will waive the contractual requirement of one (1) year advance notice of intent to retire, pursuant to Article 10, section I., for any Dispatcher who is otherwise eligible for benefits under that Article and who submits to the Town a copy of their written notice to the retirement board of their retirement effective on the closure date.
- b. Eligible retiring employees will receive the applicable benefit(s) specified in Article 10, section I., (including any sick leave buyback provisions) as though the notice requirement had been satisfied.

**5. Notice of Department Closure**

- a. The Town agrees to provide affected employees with at least thirty (30) days' written notice of the official date on which the Town's Emergency Dispatch Operations employment will cease (the "closure date"), to the extent practicable based on the timing of the regional dispatch transition.

**6. Transition Planning**

- a. Employees seeking assistance with transition planning or job placement may contact Human Resources. Support may include:
  - i. Information regarding application opportunities and process with the regional dispatch center (including Westfield, as applicable);
  - ii. Referrals to MassHire or other transitional career services; and
  - iii. Information regarding any available Town of South Hadley vacancies and the Town's application process.

**7. Other acknowledgements**

The parties may agree to include the following acknowledgments as part of a final memorandum of agreement:

- a. The Union acknowledges it has had a full and fair opportunity to bargain over the impacts and effects of the dispatch regionalization decision; and
- b. Upon execution of a final agreement, the Union agrees not to file or pursue grievances, arbitration, unfair labor practice charges, or court actions regarding the matters specifically addressed in the final agreement, except to enforce the agreement itself.

AFSCME LOCAL #1033, UNIT A & B

TOWN OF SOUTH HADLEY  
(by and through the negotiation committee)

B. Robert 3/19/26  
Signature Date

[Signature] 3/19/26  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Jaal Gundersen 3/20/26  
Signature Date

[Signature] 3/20/26  
Signature Date

[Signature] 3/20/2026  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date