

AGREEMENT

BETWEEN

THE CITY OF HOLYOKE

AND

HOLYOKE DEPUTY FIRE CHIEF'S ASSOCIATION

EFFECTIVE DATE: 7/1/22

EXPIRATION DATE: 6/30/25

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THIS AGREEMENT made and entered into at Holyoke, Massachusetts by and between the City of Holyoke, Massachusetts, hereinafter sometimes designated and referred to as the City or the Employer and the Holyoke Deputy Fire Chiefs Association located at Holyoke, Massachusetts, hereinafter designated and referred to as the Association, which is an employee organization acting as the agent of the employees in the bargaining unit described in Paragraph 2.01 of this Agreement, hereinafter designated and referred to as the employees.

WITNESSETH

WHEREAS, in the manner and to the extent provided in this Agreement, the City, the Association and the employees desire to enter into an agreement relating to wages, hours and other conditions of employment.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the performance by each of the parties of the terms and provisions of this Agreement, as hereinafter set forth, the City, the Association and the employees hereby mutually and jointly agree as follows:

ARTICLE ONE
PREAMBLE

Paragraph 1.01. Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the community and the national interest and that the legitimate and mutual interests of the employees and the residents of the City, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the City, the Association and the employees, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation of the rights and benefits of the employees in the conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure the continuity of the operations, facilities and services under the jurisdiction of the City.

ARTICLE TWO
ASSOCIATION RECOGNITION

Paragraph 2.01. Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 150E of the Massachusetts General Laws, the City, during the term of and to the extent provided in this Agreement, recognizes the Holyoke Deputy Fire Chief's Association as the exclusive collective bargaining representative with respect to wages, hours, and conditions of employment for all deputy Chiefs employed by the City of Holyoke Fire Department..

Except when the Association is notified otherwise in writing, the City designates the chairman of the Board of Fire Commissioners as the agent of the City with respect to all matters pertaining to the administration of the provisions of this Agreement. The provisions of this paragraph are intended only to describe the employees covered by this Agreement and not any particular work and all references to an employee or employees in this Agreement shall be deemed to include male and female employees as the case may be.

Paragraph 2.02. Subject to the terms and provisions of this Agreement and in accordance with the provisions of Chapter 150E of the Massachusetts General Laws and the effective Rules and Regulations prescribed by the Labor Relations Commission of the Commonwealth of Massachusetts governing service fees, each employee in the bargaining unit: who is a member of the Association.

Paragraph 2.03. The Association and the employees agree that the responsibility and the right to operate and manage the business and the affairs of the Department, the right to select and direct the working forces and the right to control, direct, discontinue and change the use of its properties, facilities and services are vested exclusively in the Board and in the City. These rights include without being limited to the right to control, determine and change the extent to which the properties and facilities under the control or supervision of the City shall be operated, located, increased or decreased and to introduce, change and operate new or improved facilities, methods, techniques, services and processes; to control, determine and change operation, overtime, emergency,

experimental, training and working assignments and schedules; to determine, control and change all matters pertaining to financial policies, accounting procedures, public relations and the organization of the management and supervisory staffs and the working forces; to select, test, train and determine the ability and the qualifications of the employees; to determine, control and change the extent of and the methods used in furnishing services to the residents of the City of Holyoke; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to employ, assign, interview, promote, discipline, discharge, lay off, transfer and retire the employees and to determine and make changes in job descriptions and standards, the frequency and standards of inspection, the size of the work week for some, or all of the employees; during working hours to limit Association activities, the distribution of literature and solicitation for money or other purposes and on the premises under the control or supervision of the City; to establish, distribute, modify and enforce rules of employee conduct and manuals of operating procedures and safety and health regulations and to control, determine, direct and change facilities and services on the premises under the control or supervision of the City for the use or benefit of the employees; to determine, control and change standards for leave of absence and to determine, establish and change any form of employee benefits in excess of and in addition to those provided in this Agreement; to determine, change and discontinue operating practices; to maintain discipline and order and to maintain or improve efficiency within its operation and facilities and all other rights pertaining to the operation and the management of the business and the affairs of the Board and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the employees; provided however, that none of these rights shall be exercised by the Board or by the City contrary to any specific provision of this Agreement. The failure by the Board or by the City to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. Except insofar as elsewhere in this Agreement specifically provided, the provisions of this Agreement shall not be construed to constitute a waiver of or any restrictions upon the inherent and legal right of the City and of the Board to control, direct, manage and make changes in the operations and the affairs of the Department. The exercise by the City or by the Board of the rights as provided in this paragraph shall not be subject to the grievance procedure or to arbitration as provided in this Agreement unless such exercise is contrary to one (1) or more specific provisions of this Agreement.

Paragraph 2.04. None of the provisions of Paragraph 2.04 shall in any manner limit or restrict the right of the Association to represent the employees in the bargaining unit with respect to wages, hours and conditions of employment as provided in Paragraph 2.01. The City and the Association agree that the provisions of this Agreement, shall be applied without regard to race, color, religious creed, sex or national origin and that they will not, during the term of this Agreement nor at any time, directly or indirectly or in any manner whatsoever, apply or attempt to apply any discipline, discrimination or penalty against any employee who engages or refrains from engaging in lawful Association activities.

Paragraph 2.05. The Association enters into this Agreement on its own behalf and as the collective bargaining representative of the employees in the bargaining unit as provided in Paragraph 2.01.

ARTICLE THREE **ASSOCIATION REPRESENTATIVES**

Paragraph 3.01. The City and the Board will deal with the President of the Association with respect to matters pertaining to the administration of the provisions of this Agreement. To the extent provided in this Article and as specifically provided in Paragraph 3.03 the Board will deal with the President or Secretary/Treasurer of the Association with respect to grievances. The Association shall, as soon as reasonably possible after the execution of this Agreement, furnish to the Board in writing the names of its President and Secretary/Treasurer with whom the Board will be requested to deal with as provided in this Paragraph. The Association shall promptly notify the Board in writing of any changes in the identity of its President and Secretary/Treasurer..

Paragraph 3.02. The President of the Association shall have access to the office of the Board at reasonable periods during the hours when the office of the Board is open for business for the purposes provided in Paragraph 3.01. The President of the Association shall, whenever possible, make an advance appointment for such visits with the Chairman of the Board or his/her representative. All matters pertaining to the administration of the provisions of this Agreement shall be initiated at the office of the

Board and shall not be handled on the other premises under the control or supervision of the Board or of the City except as specifically provided in Paragraph 3.04.

Paragraph 3.03. Unless otherwise indicated, the President of the Association or his/her designee shall be the spokesperson for the Association and shall have the authority to bind the Association with respect to agreements concerning all terms and condition of employment for Association members present.

Paragraph 3.04. The Board will, upon request by the Association, make reasonable arrangements for the President of the Association and the Secretary/Treasurer to discharge their responsibilities under the provisions of this Agreement during working hours and on the premises under the control or supervision of the Board. The Association agrees that in the performance of his/her duties as provided in Paragraph 3.03, the President or Secretary/Treasurer shall not:

- (a) Interfere with the work schedule of any employee of the Board or of the City. The Association agrees that its President is the agent of the Association and that he/she shall exercise responsible judgment and due care in the discharge of his/her duties and responsibilities under the provisions of this Agreement in a manner which will not interfere with the orderly and efficient operation of the City, the Department or the functions of the Board.

Paragraph 3.05. Nothing in this Article or in this Agreement shall authorize or permit an officer of the Association to give instructions to any supervisory personnel or to any employees of the Board concerning their work, to take any action which will in any way interrupt or interfere with the operation of the Department or the affairs of the Board or to alter or modify any of the terms or provisions of this Agreement. In the event that an officer of the Association should directly or indirectly assist, cause, encourage, support, threaten or participate in any of the prohibited conduct described in Paragraph 4.01 or engage in any violation of the provisions of this Agreement, the City or the Board may, subject to applicable Civil Service Regulations, invoke disciplinary action including discharge and such action of, invoked by the City or by the Board, shall not be subject to the provisions of Article Six; provided however, that the fact of the occurrence of the

conduct prohibited by the provisions of this Paragraph 3.05 shall be subject to the grievance procedure and to arbitration as provided in Article Six. In the event that the occurrence of the conduct prohibited by the provisions of this Paragraph 3.05 is submitted to arbitration, the sole question to be determined by the arbitrator shall be whether said conduct did in fact occur.

Paragraph 3.06. Nothing in this Article or in this Agreement shall in any way limit or restrict the right of the City or the Association to be represented by their respective attorneys with respect to the administration of the provisions of this Agreement.

ARTICLE FOUR **CONTINUITY OF OPERATIONS**

Paragraph 4.01. The Association and the employees agree that they will not for any reason including an alleged prohibited practice, assist, authorize, cause, condone, encourage, induce, finance, permit, sponsor, support, or participate in any strike, walkout, sit-down, slowdown, work stoppage, refusal to work, withholding of services or any interference with the operations, services or any of the functions of the Board, the City or of the Department.

Paragraph 4.02. The Association agrees that in the event any employee or employees engage in any of the prohibited conduct described in Paragraph 4.01, the Association shall promptly make a good faith effort to bring about immediate compliance with the provisions of this Article by any employee who engages in conduct contrary to the provisions of this Article.

Paragraph 4.03. In addition to any other liability, remedy or right, provided in this Agreement or by applicable law or statute, in the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph 4.01, the Association shall promptly, forthwith and without delay:

- (a) Publicly disavow such action by the employee or employees;

- (b) Advise the City in writing that such action by the employee or employees has not been called or sanctioned by the Association;
- (c) Notify the employee or employees in writing of the disapproval of such action by the Association and instruct such employee or employees to cease such action, to return to work immediately and to comply with the provisions of this Article Four; and,
- (d) Post a notice on the Association bulletin board stating that the Association disapproves such action by the employee or employees and instructing the employee or employees to cease such action, to return to work immediately and to comply promptly with the provisions of this Article Four. The Association agrees that it will support and assist the City in maintaining the continuity of the normal and usual services of the Department.

Paragraph 4.04. In the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph 4.01, the City or the Board shall have the unqualified right to institute and pursue legal action to enjoin the continuance of said prohibited conduct and for other relief. The Association agrees that such legal action, if initiated or pursued by the City or by the Board, shall not constitute the exclusive remedy available to the City or to the Board nor shall such legal action be construed or deemed to be a waiver of such other rights or remedies as may be available to the City or to the Board under the provisions of this Agreement or under the provisions of law.

ARTICLE FIVE
RESERVED

ARTICLE SIX
ADJUSTMENT OF GRIEVANCES

Paragraph 6.01. The City, the Association and the employees agree that the adjustment, processing and settlement of a grievance as defined in this Paragraph shall be in accordance with the grievance and arbitration procedure prescribed in this Article; provided, however, that any party to this Agreement shall not be precluded, except as

otherwise expressly provided herein, from exercising any other right or seeking any other remedy provided by applicable law or ordinance. A grievance is defined as a complaint or a dispute between the City and either an employee or the Association pertaining to the application of or compliance with the provisions of this Agreement. The City, the Association and the employees agree to observe and follow the procedure prescribed in this Article and to be bound specifically by any determination or decision which shall be made in accordance with said procedure.

Paragraph 6.02. The grievance shall be in writing and signed by the aggrieved employee on a form furnished by the Board and delivered to the Chief. The grievance shall state the available factors concerning the alleged dispute, the provisions of the Agreement allegedly violated and the relief desired by the aggrieved employee. A grievance which is not presented to the Chief as provided in this Paragraph within fifteen (15) working days after the occurrence or knowledge of the alleged cause of the grievance shall be deemed to have been waived.

Paragraph 6.03. Except as otherwise specifically provided in this Agreement, a grievance as defined in Paragraph 6.01 and otherwise subject to this Agreement shall be processed in accordance with the following grievance procedure:

- (a) Step No. 1 Within fifteen (15) working days after the filing of the written grievance, there shall be a discussion of the grievance between the aggrieved employee and the Chief at which the President may, at the request of the aggrieved employee, be present. In the event of the absence of the Chief, the Acting Chief, as appointed by the Board of Fire Commissioners, shall act in his behalf. Within five (5) working days after the conclusion of the discussion as provided in this Step No. 1, the Chief or his designated representative, as the case may be, shall advise the aggrieved employee and the Association in writing of his decision concerning the grievance, bearing in mind that the best interests of the Department must be protected.

- (b) Step No. 2. In the event that the disposition of the grievance under Step No. 1 is not satisfactory, the Association may submit the grievance to the Board of Fire Commissioners. Such submission must be made in writing within five (5) days after the expiration of the time set forth for a written answer from the Chief of the Department. Said submission shall be submitted in writing to the Commissioners by the employee and the Association. A meeting between the Commissioners and the Association shall be held within twenty-one (21) days after the grievance was submitted to the Commissioners to discuss the grievance. The Commissioners shall give their answer within ten (10) days of the meeting.

Two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group or a class of employees may, by mutual agreement in writing between the Board and the Association, be consolidated and processed as a single grievance; provided however, that such procedure shall be subject to all the provisions of this Article and provided that any such request for consolidation shall not be unreasonably denied.

Paragraph 6.04. A grievance which is not settled after the completion of the grievance procedure prescribed in Paragraph 6.03 may be submitted to arbitration by filing with the American Arbitration Association a demand for Arbitration. The Demand for Arbitration shall be filed no later than 30 calendar days after the decision of the Fire Commissioners and shall be copied to the Chief.

- (a) The Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, for the appointment of a panel of arbitrators and a copy of said request shall be simultaneously mailed to the other Party.
- (b) The request for arbitration shall state the provision or provisions of this Agreement allegedly violated and shall state the remedy or the relief sought by the party requesting arbitration.

- (c) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted.

The arbitrator shall be bound by the provisions of this Agreement and unless specifically authorized to do so, he/she shall not have any authority to establish salaries or wage rates or any other forms of compensation or to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement or to establish or change any terms or conditions of employment. The arbitrator shall not be empowered to limit the managerial functions, rights, and responsibilities reserved to the Board or to the Mayor under the provisions of this Agreement or to base his/her award on any alleged practices or oral understandings which are not incorporated in writing in this Agreement. The arbitrator may not award back pay or any other form of compensation beginning earlier than sixty (60) calendar days prior to the filing of the written grievance as provided in Paragraph 6.02. The arbitrator shall not be empowered and shall have no jurisdiction to substitute his judgment or discretion for the judgment or discretion of the Chief or the Board in any case where the judgment or discretion is retained by or given to the City, the Board or the Chief under an express provision of this Agreement or under a provision of law.

- (d) The arbitrator shall mail his/her written decision simultaneously to the Board and to the Association within thirty (30) calendar days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Board, the Association and the aggrieved employee or employees.

- (e) The expense of the arbitrator and the expenses directly related to the arbitration, including the filing fee, shall be shared equally by the City and by the Association. This paragraph shall also apply to grievance arbitration. In the event that one (1) party postpones or cancels a scheduled arbitration

or other proceeding, which results in an additional fee or expense, that party shall be solely responsible for such expense.

Paragraph 6.05. By mutual agreement in writing between the Board and the Association, a grievance otherwise subject to the grievance procedure as provided in Paragraph 6.02 and 6.03 may be submitted directly to arbitration as provided in Paragraph 6.04. The provisions of this Article shall not constitute any limitation of the rights of an employee under the provisions of Chapter 31 of the Massachusetts General Laws; provided however, that any election to arbitrate a grievance arising out of any suspension, dismissal, removal or termination of an employee shall conclusively be presumed to be an election by the employee or employees involved to waive Sections 39 and 41 through 45, inclusive of Chapter 31 of the Massachusetts General Laws.

Paragraph 6.06. Any grievance not processed within the time limitation provided herein, shall be deemed to have been waived, unless the grievant was precluded from compliance therewith by reason of mental or physical incapacity. If the Employer does not meet the time limits prescribed in a Step, the grievance shall automatically be advanced to the next Step. Nothing herein contained shall preclude extension of the time limitations provided by this Article by mutual agreement of the parties, in writing.

Paragraph 6.07. The breach of any of the provisions of Paragraph 4.01 or of Paragraph 4.02 shall at the option of the Board terminate the obligation of the Board to process a grievance or to arbitrate a dispute underlying the breach while the breach continues; provided however, that the fact of the occurrence of the breach shall be subject to arbitration as provided in Paragraph 6.04.

Paragraph 6.08. A grievance otherwise subject to this Agreement may be filed and processed on behalf of one (1) or more employees by the Association, provided, however, that the grievance and the procedures related thereto shall be subject to all the provisions of this Article.

Paragraph 6.09. For purposes of this Article, working days shall be defined as Monday through Friday and shall exclude Saturdays, Sundays and holidays.

ARTICLE SEVEN
CHECK OFF OF ASSOCIATION DUES

Paragraph 7.01. During the term of this Agreement the City agrees that it will, at the written request of employees who sign and deliver to the City a written authorization designated as authorization for the deduction of Association dues in conformity with Appendix "A" attached to and made a part of this Agreement, make deductions in the manner and to the extent specifically described in this Article from the wages due and payable to said employees of their uniform periodic, regular, current, monthly Association dues as members of the Association.

Paragraph 7.02. The deductions from wages as provided in this Article shall be every pay day in each month in the total amount equal to the Association for that month. The deductions from wages as provided in this Article shall be subordinate to first, deductions for Federal, State or Municipal Withholding Taxes and second, deductions for hospitals and medical payments, pension or retirement premiums or insurance premiums under a plan sponsored by the City, a Government Agency or by a group of the employees of the City.

Paragraph 7.03. The amount of the regular, current, monthly Association dues collected by the City by deductions from the wages due and payable to the employees as provided in Paragraph 7.01 together with a statement in the form which the City considers convenient and adaptable to its record keeping procedures designating the name of each employee for whose wages the deductions were made and the amount of each deduction shall be mailed to the Secretary/Treasurer of the Association at Holyoke, Massachusetts not later than the last day of the next month following that in which such Association dues have been collected by the City. Upon the mailing of the amount of said deductions to the Association, the City shall be relieved of further liability or responsibility to the Association with respect to said funds and the statement by the City containing the name of each employee and the amount of each deduction shall be deemed to be correct unless within ten (10) calendar days after the mailing of said statement the Association notifies the City in writing of any error.

Paragraph 7.04. The authorization for the deduction of Association dues referred to in Paragraph 7.01 may be withdrawn by the employee by whom it was executed at any time by giving at least sixty (60) calendar days' notice in writing of such withdrawal delivered to the treasurer of the Association at Holyoke, Massachusetts. Said authorization, if not previously withdrawn or revoked, shall be deemed to be automatically canceled and revoked and of no further force or effect upon the expiration of an effective collective bargaining agreement between the City and Association or upon the termination of the employment of the employee by whom it was signed in the Fire Department within the bargaining units described in the effective Agreement between the City and the Association, whichever shall first occur. Notwithstanding any provision, to the contrary in the Authorization or in any other document, said authorization will be deemed revocable and subject to withdrawal, automatic cancellation or revocation as provided in this Article.

Paragraph 7.05. It is agreed that the obligations of the City, with respect to the check-off of uniform, regular, current, monthly Association dues are limited to the obligations set forth in this Article and that these obligations shall not be deemed extended or increased by the provisions of any forms of authorization or by any other means. In particular, the obligation of the City to make deductions from the wages due and payable to the employees as provided in this Article, is limited to uniform regular, current, monthly Association dues and does not obligate or require the City to collect or deduct fines or assessments of any kind which may be levied on its members, individually or collectively by the Association. The Association agrees that all payments for dues received from the City by deductions from the wages due and payable to the employees under the provisions of this Article or received directly from an employee shall be applied solely toward the uniform, periodic, regular, current, monthly Association dues for said employee or employees and that none of said payments shall be applied by the Association toward the payment of fines or assessments of any kind.

Paragraph 7.06. The City shall not be liable to the Association for any error in making or failing to make any deduction required by the provisions of this Article except for willful misconduct or clear lack of good faith provided however, that upon notice in writing to the City by the Association of such error, the City shall make the appropriate deduction in the manner and to the extent prescribed in this Article in the next following

pay period. The Association agrees that the City shall have the unqualified right to decline to make a deduction or deductions required by the provisions of this Article, if deemed necessary or prudent by the City to protect itself against assessments, attachments or liens against the wages of an employee which in the judgment of the City are or may be prior or superior to any deductions authorized pursuant to the provisions of this Article. The Association agrees that nothing in this Article shall be construed to obligate or require the Board or the City to do anything or to take any action contrary to law or contrary to government statutes or regulations.

Paragraph 7.07. The City may conclusively rely upon a written statement signed by any person purporting to be the authorized representative of the Association stating the amount of the uniform periodic, regular, current, monthly Association dues. Unless and until advised in writing by the Association that the amount of its uniform periodic, regular monthly dues have been changed in accordance with applicable law, the City may conclusively presume that the amount of said monthly dues or service fees is unchanged. The burden of proof challenging the amount paid will lie with the employee and challenged as the law provides.

Paragraph 7.08. The Association agrees to and does hereby indemnify, defend and hold the City and the Board harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Board or by the City in reliance upon any information, list, notice, statement or authorization for the check off of Association dues delivered to the Board or to the City by the Association or by an employee for the purpose of complying with any of the provisions of this Agreement or of this Article.

Paragraph 7.09. In the event of the breach of any of the provisions of Paragraph 4.01 or of Paragraph 4.02 and the failure by the Association to terminate said breach after ten (10) calendar days' notice in writing by the Board or by the City, the obligations of the Board and of the City under the provisions of this Article Seven shall, without the necessity of any action by the Board or by the City, forthwith and automatically terminate and shall be of no further force or effect.

Paragraph 7.10. The Association agrees that it will not request the City to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the Association dues as set forth in this Article. The Association agrees to deliver a notice in writing to the City and to the employee by reason of his/her default in payment of his Association Dues. Any such request by the Association that the City discharge or suspend such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of said notice to the City and to said employee. The tender to the Association of the amount of the delinquency within said thirty (30) calendar day period shall automatically and fully cure such default of such employee and the Association shall, upon receipt of such remittance, promptly notify the City thereof. The failure by the employee to cure said default within the said period of thirty (30) calendar days shall be deemed just cause for suspension or dismissal, if suspension or dismissal is requested by the Association.

ARTICLE EIGHT **OVERTIME**

Paragraph 8.01(a). For all employees in the bargaining unit, whose position within the Department requires them to work Day Tours and Night Tours, all hours worked in excess of the number of hours normally required on either a Day Tour or a Night Tour [presently ten (10) and fourteen (14) hours respectively] shall be considered overtime. For all employees in the bargaining unit, other than those who work day tours and night tours, all hours worked in excess of eight (8) on any Regular Tour shall be considered overtime. All employees shall be compensated for so working at the applicable rate set forth in Paragraph 8.03.

Paragraph 8.01(b). All parties acknowledge that the city has adopted a 28 day "work period" for purposes of payment of overtime to firefighters under the Fair Labor Standards Act. This 28-day work period shall apply to all employees in the bargaining unit eligible to be covered by the standard under Section 207(k) of FLSA.

Paragraph 8.02. All employees required to work overtime within the meaning of Paragraph 8.01 shall receive a minimum of two (2) hours pay at the overtime rate set forth in Paragraph 8.04 and for all overtime worked in excess of two (2) hours, employees shall be compensated at overtime rates to the next full hours.

Paragraph 8.02(a). Notwithstanding any other paragraph, including but not limited to paragraphs 8.02 and 8.03, under unusual personnel circumstances (such as a deputy chief fails to call in to report an absence, or an employee is AWOL), and if the oncoming deputy chief determines that a personnel shortage exists at tour starting time, a deputy chief may be held over for the purpose of satisfying this personnel shortage. The deputy chief not relieved shall remain on duty until relieved and shall receive overtime pay only for actual time the deputy chief is held over.

Paragraph 8.03. All employees recalled to duty shall be paid at overtime rates and shall receive a minimum of four (4) hours of pay. For all hours worked in excess of four (4), recalled employees shall be compensated at overtime rates to the next full hour. For purposes of this Paragraph, an employee shall be deemed to have been recalled if at any time subsequent to being relieved from duty at the completion of the tour of duty whether or not by another employee and at any time before such employee is next scheduled to go on duty, he/she shall be called to return to duty by the Chief of the Department or by someone acting as Chief of the Department or acting on behalf of the Chief of the Department and does so return to duty.

Paragraph 8.04. The hourly rate of overtime pay for the employees in the bargaining unit shall be determined by dividing the effective weekly pay of said employee by forty-two (42) and multiplying the resulting figure by one and one-half (1-1/2).

Paragraph 8.05. The City will make payment of any and all overtime pay earned by employees of the bargaining unit not later than the twentieth (20th) calendar day of the month following the calendar month in which the overtime was worked.

Paragraph 8.06. An employee required by the City to perform duties for the Department not of an emergency nature as provided in Paragraph 8.02 during any time such employee is not otherwise scheduled to be on duty including Court appearances as a Department employee, whether or not by reason of a subpoena, shall be paid at his/her then time and one-half rate of pay, subject to a minimum of four (4) hours of pay at said

rate. The purpose of this paragraph is to compensate the employee for the unscheduled disruption, not to make the employee actually work the four (4) hours.

Paragraph 8.07. Overtime shall be equitably distributed among employees. The following rules shall apply:

The city will establish day and night overtime list based on seniority. The list will contain blocks to mark the day the overtime was offered, the initials of the person doing the hiring and if the member worked, refused or did not answer. The blocks shall be formed into rounds.

- a. The hiring shall start with the most senior person on the respective list. It shall continue to go down the list until that round is complete.
- b. The city shall contact the members by phone at the number provided on the list or in person. The city shall leave a message.
- c. No member shall be skipped unless working the tour that is being offered, on vacation, on IOD or on personal sick leave unless there is a valid reason.
- d. In an effort to be caught up, upon returning from IOD a member shall be offered up to two (2) tours on the day list and two (2) tours on the night list.
- e. The city will allow the Association's President or his/her designee to review the daily reports to ensure the list is accurate.
- f. The Department's monthly report showing, by employee, the number of hours of overtime worked and the amount of overtime earned shall be made available to the Association concurrently with its submission to the Board of Fire Commissioners.
- g. For the purpose of overtime rules, a vacation shall be defined as any combination of vacation days, and personal days that total any combination of a minimum of four (4) consecutive tours off.

Paragraph 8.08. For the proper administration of Paragraph 8.07, the Department's bi-weekly report showing by employee and by rank, the number of hours of overtime worked and the amount of overtime earned shall be forwarded to the Association bi-weekly on pay day. If, in the opinion of the Association, there is an inequitable distribution of overtime, the Association shall have the right to notice and meet with the Chief of the Department within ten (10) calendar days of notice to discuss and to attempt to resolve the matter.

The exercise or non-exercise of the right contained in this Paragraph shall not preclude the Association from pursuing any other right with regard to the equitable distribution of overtime.

For the proper administration by the Association of this negotiated Agreement, generally and specifically this Article, the Department shall maintain an overtime budget. This overtime budget shall contain the amount of money allocated. The overtime budget balance shall be prepared on a monthly basis and shall be made available to the Association upon request.

Paragraph 8.09. The parties agree that when the City requests mutual aid or responds to mutual aid, it shall automatically call back the same number of personnel for the number of apparatus as are involved in the mutual aid. However, the City may use its discretion in determining the need to call back employees after a mutual aid request is received or made.

Paragraph 8.10. Time will be allowed off from duty for all members of the Arson Squad to attend required classes or seminars that are needed to either obtain or maintain certification as an arson squad investigator. If said member is off duty at time of course, then he/she will be paid at a rate of time and one-half. Time off to attend training will be at the Chief's discretion.

ARTICLE NINE
RESERVED

ARTICLE TEN
VACATIONS

Paragraph 10.01. Employees shall be granted working days of paid vacations annually according to the following schedule:

Years of Service	Working Days
25	32
20	28
15	23
10	20
5	15
less than 5	12
less than 1	1 for every 5 weeks worked

An employee who attains the number of years of service in the calendar year to qualify for more vacation shall be granted vacation in that year by the schedule above. Up to ten (10) unused vacation days may be cashed in by December 31 of a calendar year at one hundred percent (100%) of that year's rate. The rate shall be computed by dividing the members weekly compensation by four (4) and multiplying with the number of unused days. Employees who intend to cash in unused vacation days in accordance with this section must notify the Chief by January 15th of the amount of days they intend to cash-in in December of the same year. No later than December 1st of the same year, an employee may, in the case of an unscheduled emergency or unanticipated change in circumstances, notify the Chief in writing of the employee's intention to use up to one-half of the vacation days which they previously intended to cash-in. These days must be used and not sold back. Employees shall receive their cashed-in vacation pay no later than the second paycheck in December of the same year

Effective July 1, 2019 and in lieu of giving up two vacation days, Employees will receive 24 hours of straight time pay which will be added to the employees' base pay.

Paragraph 10.02 It is the intent of the parties to provide employees with greater benefits than those provided in M.G.L.A. Chapter 41 Section 111F (injury on duty "IOD"), specifically:

1. When an employee has vacation days on the books and thereafter goes out on IOD leave and cannot take vacation because they are out on IOD leave, that vacation shall carryover and be non-monetary benefit to the employee which he may take off at a future time administratively acceptable to the Chief;
2. Normal vacation benefits shall accumulate while a member is out on IOD leave up to maximum of three (3) years [i.e. if a member earns thirty (30) vacation days per year the maximum benefit would be ninety (90) day], these non-monetary benefits may be taken as days off when the member returns to active duty at a time administratively acceptable to the Chief;
3. Upon retirement, vacation earned while out on IOD up to a maximum of three (3) years shall be bought back. Years are defined as in No. 2 above.

Paragraph 10.03. Any employee who becomes separated from the Department through no fault of his/her own shall be entitled to compensation for vacation time due to said employee at the time of his/her final payroll before his/her separation. If an employee is laid off due to lack of work, or lack of money or abolition of his/her position, the employee at his/her sole option shall be allowed to maintain his/her vacation time and to take such vacation in his/her first full year after his/her reinstatement to the Department. This right shall extinguish after two (2) years from the date of such layoff at which time the employee shall receive compensation for his/her vacation time due.

If an employee is separated due to any other reason besides layoff, such employee shall not be entitled to the option to maintain his/her vacation time. Notice, in writing, of the employee's choice shall be given to the City within three (3) days of receipt of a layoff notice. If an employee fails to notify, or requests immediate payment, then vacation time shall be taken, if possible, prior to layoff and any days not taken shall be paid after termination.

ARTICLE ELEVEN

SICK LEAVE

Paragraph 11.01. Sick leave may be used by an employee if he/she is physically or mentally incapacitated from working due to a non-work-related illness or injury. Using sick leave when an employee is not sick is prohibited.

Paragraph 11.02. One hundred and fifty (150) hours of sick leave will be credited to the account of each employee on January 1st. However, if an employee is suspended or on an approved unpaid leave of absence, sick leave will be prorated based on the following formulae: twelve and one-half (12.5) hours of sick leave accrued per month; monthly work days for deputy chiefs: sixteen (16) days per month; employees not on rotating shift: twenty (20) days per month.

Paragraph 11.03. Any employee who is absent from all or part of a scheduled tour of duty as a result of illness or injury not incurred in the line of duty shall have charged against his/her sick leave account the exact number of full hours of scheduled duty which he/she has missed as a result of such illness or injury.

Paragraph 11.04. An employee shall be entitled to use sick leave when he or she is absent from a scheduled tour of duty because of any illness or injury not suffered in the line of duty or in order to receive medical, dental, ocular or other care when the rendering of such care cannot be scheduled by the employee in his/her non-working hours.

Paragraph 11.05. If a member on extended sick leave who submits a physician certificate to the Chief, he/she shall be allowed to carry over any unused vacation days

standing to his/her credit, provided the extended sick leave is at least thirty (30) days.

Paragraph 11.06. Upon the resignation, retirement or death of an employee, the City will pay the employee, or if he/she is deceased, to his/her spouse, beneficiary or personal representative, in payment for accumulated but unused sick leave with the following formula:

The number of accumulated but unused sick leave hours shall be divided by two (2) multiplied by the effective hourly rate of compensation; provided, however, that under no circumstances shall the Employer be obligated to pay under this section an amount greater than that which represents one thousand hours (1000).

Paragraph 11.07. Any employee of the bargaining unit shall retain the right to examine his/her personal sick leave credits during regular office hours.

Paragraph 11.08. Any employee of the bargaining unit who had three (3) or fewer absences recorded against him/her as being attributable to his/her sick leave account during a calendar year shall be granted additional tours of compensated time off, called "incentive days" by the following schedule:

<u>Sick Days Used</u>	<u>Incentive days</u>
0	4 tours off
1	3 tours off
2	2 tours off
3	1 tour off

Paragraph 11.09. All incentive days shall be applied for in accordance with departmental practice governing vacations. At the end of each calendar year, any unused incentive days will be bought back by the City at the same daily rate that is used for Holidays. For the purpose of this section, the calendar year will run from January 1st to December 31st.

Paragraph 11.10. Notification of illness shall be made to the Deputy Chief on duty at headquarters before the hours of 06:00 for day tours and 16:00 for night tours by all

members in the Bargaining Unit ”.

Paragraph 11.11. Physician's certificates, when required, shall be obtained by members in the bargaining unit. Such certificates shall be signed and the name printed by the attending physician and shall contain the following information:

1. Date
2. Name of patient
3. Address
4. Expected time of illness - from date to date.
5. Diagnosis
6. This information will be treated as confidential in accordance with Article 25.02 of this agreement.

Paragraph 11.12. Members on extended sick leave will obtain a physician's certificate upon each visit to the physician when more than fourteen (14) calendar days apart.

Paragraph 11.13. Any member who abuses sick leave shall be subject to disciplinary action. In deciding abuse factors, the Chief may consider but is not limited to the following;

1. Use of sick leave on holidays, weekends, or the days immediately before or after them. Weekends are defined as Saturday and Sunday.
2. A pattern of using sick leave in conjunction with vacation, holiday or personal days; a pattern being two (2) or more incidents of using undocumented sick days in conjunction with vacation, holiday or personal days for any twelve (12) month period in a twelve (12) consecutive month period.
3. Use of two (2) or more sick days per month for any three (3) months in a twelve (12) consecutive month period;
4. Any significant change of a member's use of sick leave from his/her past usage;

5. Third (3rd) time calling in sick late, as defined in Paragraph 11.10, in a twelve (12) consecutive month period.
6. Failure to produce a Physician's Certificate for any absence after using sick leave unverified by a Physician's Certificate, for eight (8) tours of duty during the calendar year.

If the Chief, as a result of the application of the factors enumerated above, has reason to suspect that an employee may be abusing sick leave, the Chief shall have the right to require the employee to be examined by a medical provider designated by the Chief at the City's expense.

In the event the employee's physician and the medical provider designated by the Chief disagree, those two medical providers shall select a third medical provider who shall examine the employee at the City's expense and shall render an opinion to the Chief.

Paragraph 11.14. A member who becomes separated from the Department through no fault of his/her own shall be entitled to payment for accumulated sick leave. The amount shall be determined in accordance with the formula prescribed above in Para 11.06. An employee who is separated from employment due to lack of work, money, layoff, or abolition of his/her position shall, at his/her sole written option, be able to maintain his/her accumulated sick leave for a period of two (2) years. Such employee upon return to work shall have that amount of sick leave credited to their sick leave account. At the end of two (2) years, if the employee has not returned to work, the employee shall receive payment of the employee's accumulated sick leave in accordance with the formula set forth above in Para. 11.06.

Paragraph 11.15. If an employee, as of December 1 of any year, has accumulated more than two thousand (2,000) hours, the City shall pay to the employee an annual sick leave buy-back bonus, payable on or prior to December 21st, equal to the amount of sick leave hours over two thousand (2,000) times the then effective hourly rate of pay.

ARTICLE TWELVE
WAGES

Paragraph 12.01. During the term of this Agreement, the employees in the bargaining units described in Paragraph 2.01 shall be paid bi-weekly based upon the weekly rate of compensation in accordance with the following classification and compensation schedules.

The parties agree to the following wage adjustments:

Effective July 1, 2022, 3.0% wage increase.

Effective July 1, 2023, 2.5% wage increase, plus an additional 1.5% (for a total increase of 4%) in exchange for the acceptance of the active shooter requirement. The parties will impact bargain said implementation.

Effective July 1, 2024, 2.5% wage increase, plus an additional 1.0% (for a total increase of 3.5%) in exchange for the acceptance of the active shooter requirement.

Reopener- The parties hereby agree to reopen negotiations on the issue of compensation and Longevity only should any other bargaining unit in the Fire Department receive more compensation than provided for here.

Wage rates are reflected in attached Appendix B.

Employees who, for any reason, are no longer actively working in the bargaining unit on the date the contract is signed by both parties shall not be entitled to any portion of the wage increases provided above. Employees on injured on duty status shall be eligible for the increases.

Paragraph 12.04. As of March 1st 2011, members assigned to "staff" positions i.e. Executive/Office Deputy) shall receive fifty dollars (\$50) per week added to their base pay.

Paragraph 12.05. The City will pay the following base pay increases to employees who hold the following certifications.

EMT Basic - \$650

Paramedic – \$2,300

In addition, the City shall reimburse employees for out of pocket educational expenses directly related to obtaining EMT Intermediate and Paramedic certifications as follows:

Paramedic – up to a maximum of \$3,000

This educational reimbursement shall be a one (1) time payment and shall not recur or be applied to base salary. Payment shall be made upon submission to the Chief of proper documentation that the course was paid for and was successfully completed by the employee. Upon proper proof that the course was paid for and was successfully completed by the employee, the employee shall be paid an additional bonus payment of \$1,000. If the City establishes a training program either through the Department training officer or through a community college or other agency, and the City provides either Intermediate and/or Paramedic training, members shall obtain training through such program.

It is understood that the DOT refresher course will be held during an employee's scheduled work time.

Effective July 1, 2019, each employee shall be reimbursed \$500 per year for personal cell phone costs incurred during official duties. Bargaining unit employees agree to use their personal cell phones for official duties. This payment will be included in the employee's base pay.

ARTICLE THIRTEEN
CLOTHING ALLOWANCE

Effective July 1, 2019 the employees clothing allowance will be rolled into the employees' base wages. Going forward bargaining unit employees will be responsible for obtaining and maintaining their own uniforms. Any deviation from the current uniform standard must be subject to bargaining prior to any change.

ARTICLE FOURTEEN
LONGEVITY

Effective July 1, 2019, employees will a 3% increase in base pay in lieu of longevity payments.

ARTICLE FIFTEEN
HOURS OF EMPLOYMENT

Paragraph 15.01. Subject to the provisions of Paragraph 15.02, the regular work week for members of the bargaining unit shall be forty-two (42) hours which shall be scheduled in accordance with the chart in this Paragraph 15.01 in which "O" shall mean On Duty and "X" shall mean Off Duty.

<u>WEEKS</u>	<u>SUN.</u>	<u>MON.</u>	<u>TUES.</u>	<u>WED.</u>	<u>THURS.</u>	<u>FRI.</u>	<u>SAT.</u>
1	O	X	O	X	X	X	X
2	X	O	X	O	X	X	X
3	X	X	O	X	O	X	X
4	X	X	X	O	X	O	X
5	X	X	X	X	O	X	O
6	X	X	X	X	X	O	X
7	O	X	X	X	X	X	O
8	X	O	X	X	X	X	X

An eight (8) week cycle shall be employed and members of the bargaining unit shall be divided into four (4) groups. The members of the bargaining unit shift shall be 24 hours long and shall commence at 0700 hours and continue through to 0700 hours the following day. Each 24 hour period shall consist of two working tours, a ten (10) hour day tour followed by a fourteen (14) hour night tour (combined to create the 24 hour shift).

Paragraph 15.02. The Association recognizes that the function of the fire service in the City of Holyoke is to protect the life, health, safety and property of the public within the geographical limits of the City, and beyond, under existing mutual aid compacts, and that the responsibility of seeing that function is performed is imposed by law upon the City of Holyoke, the Board of Fire Commissioners of the City of Holyoke and the Chief of the Fire Department. The City reserves the right to alter the work schedule of members of the bargaining unit as set forth herein when and only so long as public emergency or public necessity or departmental efficiency so require. Said alteration in the work schedule shall be preceded by as much notice as circumstances permit to the president of the Association. If the change in work schedule is because departmental efficiency requires that it be made, it shall be made by the Board only after ninety (90) days' notice in writing to the Association and subject to the following restrictions:

- (a) No tour of duty shall be less than eight (8) consecutive hours.
- (b) The day tour shall not be less than eight (8) hours and not more than ten (10) hours.
- (c) The night tour shall not be less than eight (8) hours and not more than sixteen (16) hours.
- (d) The starting time for the day tour shall begin not earlier than 7:00 A.M. and not later than 9:00 A.M.

Paragraph 15.03. Those employees in the bargaining unit not subject to Paragraph 15.01 shall have work weeks in accordance with those in effect at the time of execution of this Agreement and the same shall remain in force during the term hereof unless changes therein are agreed upon by the City and the Association; provided, however, that such employees whose work schedule is established by this Paragraph 15.03 shall also be subject to the provisions of Paragraph 15.02 thereof.

Paragraph 15.04- RESERVED

Paragraph 15.05. Firefighters on the rotating shift shall receive a two and one-half percent (2.5%) wage increase added to the base rate of pay as set forth in paragraph 12.01. The intent of this provision is to compensate firefighters on the rotating shift that work on average forty-two (42) hours per week, exclusive of any other benefits, monies or overtime. The Association, on behalf of itself and its members, hereby expressly waives any right to grieve, claim or institute any arbitration, prohibited practice charge or any other administrative or judicial action alleging that the firefighters on the rotating shift are entitled to any additional compensation, except as provided in this paragraph, for working an average work week of forty-two (42) hours per week.

ARTICLE SIXTEEN **CONDITIONS OF EMPLOYMENT**

Paragraph 16.01. The City and the Board reserve and retain the right to establish, change, distribute and enforce rules and regulations governing the operation of the department and the duties of the employees; provided, however, that such rules and regulations shall not be contrary to the express provisions of this Agreement and provided further that the Board agrees that a committee shall be constituted consisting of the Chief of the Fire Department and one (1) representative of the Association and Representatives from Local 1693. The Committee shall develop for submission to the Board a set of recommendations, and the Board, within thirty (30) calendar days of such submission, shall consider and vote upon such recommended revised rules and regulations and, upon the affirmative vote of a majority of the Board, such set of rules and regulations shall become and remain in full force and effect for the duration of this Agreement; provided, however, that nothing herein shall restrict the Board from exercising its authority to suspend, change or add to any such adopted set of rules and regulations. Notice of any such suspension, change, or addition shall be given to the Union as much in advance of the effective implementation thereof.

Paragraph 16.02. (Residency): Any member hired by the City after July 1, 2016, shall within nine months of their hire date, establish and maintain residence in the City of Holyoke or a place that is within ten (10) miles of the limits of the City and shall maintain a residence within this area for the duration of their employment. Any current member of

the Department shall be exempt from this provision for as long as they remain employed by the Department. In the event that a grandfathered individual has a break in service due to a layoff and is rehired by the Department he or she shall remain exempt from this section upon his or her return to employment.

Paragraph 16.03. The City agrees that during the term of this Agreement, it will contribute on behalf of the employees in the bargaining units not less than fifty percent (50%) of the premiums for the group medical, hospitalization and life insurance plans carried by the City for the benefit of all the qualified employees of the City.

Paragraph 16.04. The City will make every effort to provide ample supplies of paper towels, liquid soap, bar soap and toilet tissue for all stations.

Paragraph 16.05. The Association and the City hereby agree that no employee of the City's Fire Department, while on duty should be under the influence of an intoxicant and to be under said influence would only tarnish the good reputation of the fire department and that of its employees. Both parties hereby further agree that the lives and property of citizens are put on an added risk and fellow employee's performance is also impaired.

For the purpose of this Article, intoxicant is defined to mean alcohol, cannabis, or a controlled substance as defined in Chapter 94C of the Massachusetts General Laws.

Any employee so charged under the provisions of this Article, when and if found guilty of said charge, the standard of proof that shall be used shall be proof by a preponderance of the evidence. It shall be an affirmative defense to any allegation of possession of a controlled substance that such possession was obtained pursuant to a valid prescription to the employee. The penalty for an employee found guilty of being under the influence of an intoxicant shall be at the discretion of the appointing authority. Any penalty invoked can be the subject for appeal by the employee involved as contained in Massachusetts General Laws, Chapter 31, if so desired by said employee. The Association hereby affirms that it will neither interfere, nor take part in any process that may arrive as a result of any provisions contained in this Article.

Paragraph 16.07. Any employee who is separated from employment shall be subject to, and shall take or have at the City's expense, a comprehensive physical examination which shall include but not be limited to pulmonary function, chest X-ray and cardiogram. Upon recall, the City at its option may request a similar exam prior to re-employment.

ARTICLE SEVENTEEN
SCOPE OF AGREEMENT

Paragraph 17.01. It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Association, to the employees and to the City pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements concluded among the parties during said negotiations are fully stated in this Agreement.

Paragraph 17.02. The Association, the employees and the City agree that during the term of this Agreement all matters and issues pertaining to salaries, wages, hours, and conditions of employment are and shall be governed exclusively by and limited to the provisions of this Agreement and that neither the Association nor the City shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement; provided, however, that nothing in this Paragraph shall in any way limit or restrict the rights and duties prescribed in Article Six.

Paragraph 17.02(a). This Agreement constitutes the entire Agreement between the parties and included provisions for all matters contemplated by them for the entire effective term of the Agreement. The Agreement will not be reopened, except by mutual consent, on the ground that some matter was not included herein because of a mistake or oversight, until reopening, as provided herein may lawfully be made.

Prevailing Rights

Paragraph 17.02(b) All rights, privileges or working conditions existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect. However, in the event that a proposal is made which affects a past practice, upon proper notice by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiations between the parties, prior to the filing of any grievance, provided, however, that the Association, the employees and the City agree that any matter or issue pertaining to wages, hours or conditions of employment which were made as written proposals during the negotiations preceding the execution of this agreement shall not be subject to the provisions of this paragraph.

Paragraph 17.03. The Association agrees that neither it nor its members will, during the term of this Agreement, propose, pursue, seek, or solicit legislation or other action by the City Council of the City of Holyoke pertaining to wages, hours of work or conditions of employment. It is agreed that if, during the term of this Agreement, there is enacted any statute by the Commonwealth of Massachusetts which may or will affect the terms of this Agreement, negotiations will commence with respect to those terms of this Agreement which may or will be affected by said statute within ten (10) calendar days after the receipt of written notice of a request for a meeting by either the Association or by the City, it being understood and agreed that the sole and exclusive method for the amendment of this Agreement during its term shall be by negotiation and agreement between the City and the Association followed by submission to the City Council of the City of Holyoke of any amendment which requires the approval of the Board.

Paragraph 17.04. Except as otherwise specifically provided, the provisions of this Agreement, shall apply only to employees who are actually working and in current, active employment of the department on and after the execution of this Agreement.

Paragraph 17.05. No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the City and by the Association.

Paragraph 17.06. By mutual agreement in writing between the department and the Association, any of the time limitations provided in this Agreement may be extended and each of the parties to this Agreement agrees not to unreasonably withhold assent to the request by the other party for a reasonable extension of said time limitations.

Paragraph 17.07. The failure by the City, the Department, or the Association in one (1) or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

ARTICLE EIGHTEEN **PERSONAL LIABILITY OF EMPLOYEES**

Paragraph 18.01. The Employer assumes all liability imposed on it by Chapter 41, Section 111F and Chapter 512 of the Acts of 1978 of the Massachusetts General Laws. The Employer agrees that the provisions of said statutes will apply to any employee responding to a call back, general alarm or emergency.

Paragraph 18.02. The City, for the duration of this Agreement, will observe the provisions of Chapter 41, Section 100B of the Massachusetts General Laws as accepted in 1978 by its City Council.

Paragraph 18.03. The City shall pay the reasonable expense, not exceeding twelve thousand dollars (\$12,000), of the funeral and burial of any deputy chief while in the performance of his/her duty and as a result of an accident while responding to or returning from an alarm or fire or any emergency or as the result of an accident involving a fire department vehicle, which the deputy chief is operating or in which he/she is riding or while at the scene of a fire or any emergency or any in house accidents is killed or sustains injuries which results in his/her death.

Paragraph 18.04. Whenever a member of the Holyoke Fire Department believes, he/she has suffered an injury sustained in the line of duty which is compensable under General Laws, Chapter 41, Section 111F, said member shall immediately notify his/her commanding officer. The injured employee shall then be examined or treated at the Holyoke Hospital unless the injury is of such a nature so as to require immediate hospital

emergency treatment where time is of the essence or the severity of the injury would require treatment at another medical facility. In which case, the employee may be examined by the city's medical provider as soon as practicable after being so ordered by the Fire Chief. Nothing in this provision shall restrict or otherwise prevent an employee from seeking treatment by his/her own physician or specialist.

Paragraph 18.05. The injured employee shall complete an "Accident Report" describing the circumstances of such injury and listing the names of all witnesses and the name of the commanding officer that the employee notified immediately after the injury. Said report shall be submitted to the office of the Fire Chief as soon as possible, provided, that in the event the injured employee is incapacitated then the injury report shall be completed by the Chief or his designee.

Paragraph 18.06. The Fire Chief or his designee shall be responsible for investigating the circumstances of such injury. No employee shall be eligible to receive IOD benefits for any illness or injury unless the Fire Chief receives a medical report which shall include diagnosis, prognosis and a statement by the attending physician that the injury or illness was a direct result of an injury incurred in the performance of the officer's duty through no fault of his/her own. In addition, the Fire Chief may, at his discretion, order an examination by a city physician of any employee seeking or receiving IOD benefits. In the event that the employee's physician and the city physician disagree as to disability or causation then an impartial physician shall be selected by the treating physician and the city physician.

Paragraph 18.07. The employee shall be carried as "sick" pending approval of the IOD claim by the Fire Chief. Upon approval of the Fire Chief, the employee shall be listed as IOD on all records, retroactive to the date of injury.

Paragraph 18.08. Effective July 1, 1997, the Personnel Department shall be responsible for the payment of all medical bills and/or related expenses provided that claims for payment will be denied unless such bills are accompanied by appropriate medical documentation. The employees hereby waive any right of any officer to receive payment in-hand for any said medical bills and/or related expenses, provided however, if

the employee was required to pre-pay any bills, then the employee shall be directly reimbursed.

Paragraph 18.09. An employee on IOD status shall immediately notify the Fire Chief in the event they are engaging in other employment. Failure to provide notice of other employment shall constitute "just cause" for discipline including, but not limited to, termination.

Paragraph 18.10. Light Duty: The Fire Chief may assign an employee on IOD to limited duty at the Fire Chief's discretion after thirty (30) calendar days of inability to work. The assignment must be consistent with any physical restrictions indicated in by the employee's physician or the physician designated by the City. In the event that the employee's physician and the City physician disagree as to fitness to perform limited duty then an impartial physician shall be selected by the treating physician and the City physician. This Section shall apply to both occupational and non-occupational illness, or injury. It is agreed that there will be up to fourteen (14) available limited duty positions performing the functions listed on the limited duty addendum. It is understood that limited duty is available only on a temporary basis.

Paragraph 18.11. Members, who are injured or sustain illness while on duty and voluntarily participating in any health, physical fitness or wellness program sponsored in whole or in part by the City of Holyoke, shall be eligible to receive IOD benefits.

Paragraph 18.12. The presumption contained in M.G.L. Chapter 32, Sections 94, 94A and 94B shall apply to claims of IOD.

ARTICLE NINETEEN **SWAPPING OF TOURS**

Paragraph 19.01. Employees of the department may exchange ten (10) tours with other employees of the department in a calendar year. After ten (10) tours, employees of the department may exchange time with other employees of the department without limitation in a calendar year subject to the approval and sole discretion of the Chief of the department or his designee.

ARTICLE TWENTY
ASSOCIATION BUSINESS

Paragraph 20.01. The Association shall be responsible for submission of a list of employees selected and scheduled to attend conferences and shall give reasonable written notice of the selection and scheduling to the Chief of the department, such notice to be submitted not less than seven (7) calendar days prior to the first scheduled date of absence of the employees concerned. The Chief, or his designee, shall give written notice of approval or disapproval or request a meeting to resolve differences with the Association within three (3) calendar days of receipt of said notice. Association Business days shall be capped at twelve (12) total.

ARTICLE TWENTY-ONE
BULLETIN BOARDS

Paragraph 21.01. The City agrees to provide reasonable space at headquarters for an Association bulletin board, to be used by the Association for the following notices and purposes:

- a. Association Meetings.
- b. Association and Firemen's Aid elections.
- d. Reports of Association Committees.
- e. Recreational and Social Affairs of the Association or the Firemen's Aid.
- f. Association business.

Paragraph 21.02. The parties agree that general distribution may also be achieved via e-mail or other electronic notification. Association agrees that there shall be no other general distribution or posting by the Association or employees upon City property; provided, however, that the Chief may permit other material not provided for above, to be posted or distributed. The material posted shall not contain anything political or anything adversely reflecting upon the City, any of its employees or any other labor organization of City employees. The City reserves the right to remove any material determined by the Chief, after consultation with the Association President or his/her nominee, not to comply with the provisions of this Article.

Paragraph 21.03. The Association agrees that any material posted or distributed will be signed by the employee causing such posting or distributing.

ARTICLE TWENTY-TWO
COOPERATION AND CONSULTATION

Paragraph 22.01. The Employer, the Association and all employees shall cooperate in all matters of safety, health and sanitation.

Paragraph 22.02. In the manner and to the extent provided in this Paragraph 22.02, the Board of Fire Commissioners will afford time at its regular meetings to meet and consult with a committee of two (2) employees included in the bargaining unit described in Paragraph 2.01, designated by the Association, regarding matters related to the employment relationship including, but not limited to, matters of safety, health and sanitation. All such matters shall have been first discussed with the Chief by the Association representatives. Nothing in this Paragraph 22.02 shall in anyway limit or be construed to limit the provisions of Paragraph 2.04 (Management's Rights) or Article Six (Grievance Procedure).

Paragraph 22.03. Nothing contained in this Article shall limit the Employer from performing its regular and ordinary management functions in the areas of health, safety and sanitation.

Paragraph 22.04. The Association agrees to cooperate with the City, through the Chief, in the establishment and implementation of training programs, including, but not limited to, physical fitness programs. Prior to implementing any such program or programs, whether or not funded with City funds, the Chief will consult with representatives of the Association.

Paragraph 22.05. The Association shall make every effort to make the members of the bargaining units aware of their rights and privileges contained in this Contract.

ARTICLE TWENTY-THREE
MILITARY LEAVE

Paragraph 23.01. Employees shall be entitled, during actual service as a member of the Reserve Armed Forces of the United States or in the National Guard, to receive full pay and benefits from the Employer while so serving for any period during any calendar year not in excess of twenty-two (22) calendar days.

Paragraph 23.02. Military leave under this Article shall not be counted as vacation, sick leave, bereavement leave or other leave.

Paragraph 23.03. Except in cases of emergency, any employee needing military leave shall notify the Chief in writing as soon as the employee is informed of the need for leave and shall provide the Chief with a copy of his/her orders within twenty-four (24) hours of receipt of same.

ARTICLE TWENTY-FOUR
FUNERAL AND BEREAVEMENT LEAVE

Paragraph 24.01. In the event of the death of the spouse, parent, grandparent, stepchild, step-sister, step-brother, step-parent, child, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, or spouse's grandparents, of an employee, the employee shall receive a leave of absence with pay. The leave of absence shall not authorize absence from work before the date of death, nor, in any event, exceed four (4) working tours. Subject to all the provisions of this Article, in the event of the death of the aunt, uncle, niece, nephew, or first cousin of an otherwise eligible employee, the employee shall receive a leave of absence for two (2) working tours. For the purposes of this Article, the mother or father of a former spouse by divorce of an otherwise eligible employee shall not be deemed to be the mother-in-law or father-in-law of said employee. Upon proof satisfactory to the Fire Chief that the funeral attended was over one hundred (100) miles from Holyoke, the attending member shall be entitled to one (1) additional day of bereavement leave.

ARTICLE TWENTY-FIVE
EMPLOYEE FILES

Paragraph 25.01. Every permanent employee shall have the right, upon written request and at reasonable times, to examine his/her personal record and to receive a copy of any and all material contained therein within five business days upon tendering payment of five dollars (\$5) copying charge therefore and shall have the right to respond in writing to any entry adversely reflecting upon conduct, service, character or personality. Employees shall receive a copy of their personal record prior to any discipline hearings. The provisions hereof shall be subject to the grievance procedure provided in Article Six of this Agreement.

Paragraph 25.02. Except as otherwise required by law, entries in the files shall not be released or reviewable by any parties other than the Board of Fire Commissioners, the Chief, or duly authorized agents or attorneys of the City who, in the opinion of the keeper of such files, present a justifiable reason for requesting such release or review. Upon any release or review, other than to or by the Board or the Chief or the employer's attorney, the keeper of the records shall notify the employee affected thereby of the release or review and the identity and position of the person making such review.

ARTICLE TWENTY-SIX
EXAMINATION TIME

Paragraph 26.01. Employees will be granted time off from duty without loss of compensation for the purpose of taking any promotional Civil Service examination conducted by the Personnel Administrator of the Commonwealth for which such employees are eligible, if such examination or any part thereof is scheduled to be held at a time when such employees are scheduled for duty.

Paragraph 26.02. The amount of time off for employees eligible under Paragraph 26.01 will be: One Day Tour (10 Hours)

Paragraph 26.03. Employees who desire examination time as provided in this Article will file requests thereof no later than seven (7) calendar days in advance of the date of such examination.

Paragraph 26.04. The maximum number of employees eligible under this Article will not exceed two (2) Deputy Chiefs.

Paragraph 26.05A. Members will receive a thirty dollar (\$30.00) per course stipend, not added to base pay for courses approved by the Chief and not listed in 26.05. Firefighters shall be allowed to take up to five (5) courses per calendar year. The parties acknowledge that a member can only receive a maximum of one hundred and fifty dollars (\$150.00) in each calendar year as payment for said courses. Courses applicable to this paragraph shall be accredited fire service courses and all courses shall be allowed only with the prior approval of the Chief.

Payments under this section shall be prospective and effective upon ratification of the agreement and no payments shall be retroactive. Members shall be reimbursed for tolls, food and mileage pursuant to the municipal travel policy.

Paragraph 26.06. For attendance at mandatory training classes, employees shall be given the time off if they are scheduled to work and shall be paid up to six (6) hours of overtime for class hours if not working. The following classes are considered mandatory:

NIMS 300

NIMS 400

Safety Officer

Or any specified training as agreed to by the Fire Chief and the Union.

Paragraph 26.10. The Employer agrees to indemnify the Association and any Association official for any and all claims for damages or personal injuries, including death, that arose from any negligent act or omission committed by an Association official in the performance of his/her duty to select or assign firefighters to the position of HAZMAT technician, provided that said Association official is an active employee of the City. It is expressly understood by the parties that the right to indemnification shall not

apply to any intentional, willful, reckless or wrongful act or omission committed by the Association or any Association official in the discharge of said duty.

Paragraph 26.11. At the request of any member of the Association, the City will pay for all HAZMAT follow-up medical exams. The Association agrees that no benefits related to a medical condition caused by a HAZMAT incident will be paid to a deputy chief by the City without a doctor's examination notwithstanding any confidentiality language in the CBA, or in any law to the contrary.

Paragraph 26.11(a). Attendance at the annual Hazardous Materials Conference: Deputy Chiefs with prior approval of the Chief of the Department will be allowed tours of duty off with pay while attending the annual Hazardous Material Technician Conference.

Paragraph 26.12. The City agrees to pay for the Project Concern program sponsored by Mass. West Occupational Health Services, Inc. for all members of the Holyoke Fire Department. Deputy Chief's participation in Project Concern shall be purely voluntary. This provision shall not impair the Association's option to negotiate a broader and more complex E.A.P. program.

ARTICLE TWENTY-SEVEN **SENIORITY**

Paragraph 27.01. Pursuant to Section 67 of Chapter 31 of the Massachusetts General Laws, the Board of Fire Commissioners shall, on or before March 1st of each year, cause a listing of employees to be posted in all stations. At the time of each posting, a copy of said posting shall be mailed or delivered to the President of the Association. It shall be the responsibility of each employee to review the posted seniority list. In the event an employee has an objection to his position on such list, he shall, within twenty (20) calendar days of first posting, inform the Chief in writing of his/her objection and the reasons therefore. The Chief and the employee or employees so objecting shall, at a mutually convenient time not later than forty (40) calendar days from the date of first posting, meet and confer regarding the objections so noted. Objecting employees may have an officer of the Association at any such meeting. The Chief shall recommend to the Board of Fire Commissioners, and the Board shall make such revisions as are

appropriate predicated solely and exclusively upon date of full-time employment as a permanent employee, including any required probationary period in accordance with Section 33 of Chapter 31 and any rules and regulations of the Division of Personnel Administration promulgated pursuant thereto. Once such revisions have been made in accordance herewith, a reposting shall be made and the reposting shall remain posted for an additional thirty (30) calendar days. Each employee shall again be responsible for reviewing his/her position on such reposting and for noting and processing any objections as aforesaid. Reposting shall continue to occur at such time as thirty (30) calendar days, having elapsed from the date of last posting, no objections shall have been recorded. At such time, such seniority list shall be deemed approved and not subject to later challenge by any employee whose name appears thereon. After the final establishment of the initial seniority list, the seniority list will be updated and posted not less frequently than annually.

Paragraph 27.02. Seniority in the department shall, additionally, be by rank and consist of the length of the accumulated service of each employee in his/her respective rank.

Paragraph 27.03. All seniority shall be lost in the event of retirement, discharge or resignation and, in the event of layoff, when the employee has been in the status of laid off for an amount of time equal to the amount of accumulated service to the date of layoff which, in no event, shall exceed two (2) years.

Paragraph 27.04. Where two (2) or more employees have the same initial date of full-time employment, their names shall be entered on the seniority roster in the same order as their names appeared on the eligible list as promulgated by the Division of Civil Service of the Commonwealth of Massachusetts.

Paragraph 27.05. All provisions hereof shall be subject to the provisions of Chapter 31 of the Massachusetts General Laws and to any rules and regulations promulgated pursuant thereto by the Civil Service Commission or by the Director of Personnel Administration of the Commonwealth.

Paragraph 27.06. The Chief shall make reasonable effort to make transfers/assignments, after posting, based upon seniority unless there is a critical legitimate need as determined by the Chief. The position shall remain open for a period of fourteen (14) calendar days after such posting, to facilitate bidding for the position. The Chief shall retain the discretion to fill the position with a less senior employee, who the Chief, in his sole discretion, feels is better qualified for the position. Upon the request of a more senior employee, who has submitted a timely bid for the position, the Chief shall provide the more senior employee with a written statement, listing the reasons why the Chief determined that the less senior employee is better qualified for the position.

Paragraph 27.07 When a routine detail in assignment must be made within the Fire Department, the Deputy Chief with the least seniority will be used unless Chief has a valid reason for selecting someone else. Details in assignment cannot be used as a form of discipline.

ARTICLE TWENTY-EIGHT **EMERGENCY LEAVE**

Paragraph 28.01. On each tour, the Chief or his designee may, in his/her sole discretion, grant emergency leave without loss of compensation to any Deputy Chief, who has reported to work, who requests such leave for urgent reason. In no event may such leave exceed the duration of the tour in which such emergency arises.

Paragraph 28.02. The Deputy Chief granting such emergency leave will file a memorandum with the secretary of the Board describing the name of the employee, nature of the emergency and length of absence. If a pattern of abuse of this emergency leave develops on the part of any employee, the Chief will advise such employee in writing. A copy of this notice will be sent to the President of the Association. If, after receiving such notice, said employee continues to abuse emergency leave, then the Chief, in his sole discretion may determine that said employee will no longer have the right to use emergency leave. Notice of such determination will be in writing and sent to the employee and the President of the Association.

ARTICLE TWENTY-NINE
PROTECTION OF WORK OPPORTUNITIES

Paragraph 29.01. The Employer agrees not to employ any person or persons to perform any of the duties of employees covered by this Agreement as presently performed and so long as performed by said employees unless such person or persons are eligible for such employment under the provisions of Massachusetts General Laws, Chapter 31 and persons involved in any pre-apprenticeship or apprentice programs sponsored by the City, alone or in conjunction with any Federal or State agency, shall not actively participate in any departmental operational activities.

The position of 1st Deputy Chief shall be offered to the deputy with the highest seniority in rank who accepts the position.

In the event of a permanent vacancy in the Chief's position, the process for filling that vacancy will be by Civil Service Rules and Regulations and the pool of potential applicants shall be limited to Holyoke Deputy Chiefs.

ARTICLE THIRTY
VACANCIES

Paragraph 30.01. The Chief shall cause notice of any prospective vacancies (openings in the bargaining unit created by retirement, resignation, discharge, or death) in any position in the bargaining unit to be posted on all bulletin boards in the department as soon as practicable after he learns of such prospective vacancy. Each such notice will advise employees of the rate of pay and procedure to be followed in the event employees wish to apply for such vacancy.

Paragraph 30.02. In filling vacancies, seniority shall prevail among two (2) or more employees applying for the same position when the duties of the position do not require unique skills or qualifications; provided, however, that the Chief may, when he determines that there is a significant department interest to be furthered, disregard seniority in selecting an employee to fill such vacant position. The Chief's action hereunder shall not be subject to the grievance procedure by any employee. This Article shall not be

construed to limit the right of the Chief to make transfers, as he deems necessary for the interest of the department.

ARTICLE THIRTY-ONE
COMMITTEE MEETINGS NOTICES

Paragraph 31.01. The secretary to the Board of Fire Commissioners shall provide the president and Secretary/Treasurer of the Association with notice of meetings of the Board of Fire Commissioners forty-eight (48) hours in advance of such meetings together with such agenda items that the secretary to the Board of Commissioners is aware of at that time. The Association agrees not to object to any item taken up by the Board of Fire Commissioners at any such meeting or meetings on the basis that the secretary to the Board has not advised the Association of the item.

Paragraph 31.02. Any general order from the Chief or the Board of Fire Commissioners affecting a substantial number of members of the bargaining unit shall be dated, numbered and forwarded to the president of the Association simultaneously with it being promulgated by either the Chief or the Board.

ARTICLE THIRTY-TWO
MISCELLANEOUS

Paragraph 32.00.

1. When a member of the Holyoke Fire Department suffers an injury caused by a third party that causes an employee to be absent from work, that employee may, at the employee's option, buy back sick leave;
2. The amount of sick leave that may be bought back is the amount of sick leave used by said employee due to the injury caused by the third party;
3. The sick leave would be bought back at the value of sick leave when the employee used the sick leave due to the injury caused by a third party;
4. The employee would have the option of buying back all or any portion of such sick leave used;

5. Sick leave addressed in this Paragraph is defined in accordance with Article Eleven, Sick Leave, and Paragraph 11.03;
6. This paragraph is applicable only to illness or injury not incurred in the line of duty;
7. All other terms and conditions of employment, shall remain in full force and effect and shall not be modified by this Paragraph.
8. The City shall provide an annual flu shot at no cost to the employee and subject to availability. Flu shots shall be voluntary.
9. If an employee is out on sick leave, IOD, military or vacation the employee shall have the option to participate in all certification classes.
10. The HDFA will have at least one representative on the "maintenance Committee" established by agreement between the employer and Local 1693.

Paragraph 32.01 Upon the resignation, retirement or death of an employee, the city will pay the employee, or if he/she is deceased, to his/her spouse, beneficiary or personal representative, in payment for accumulated but unused vacation days, incentive days and personal days with the following formulas:

a. The number of accumulated but unused vacation days shall be computed by dividing the members weekly compensation by four (4) and multiplying with the number of unused days.

b. The number of accumulated but unused incentive days shall be computed by dividing the members weekly compensation by four (4) and multiplying with the number of unused days.

c. The number of accumulated but unused personal days shall be computed

by dividing one hundred and ten percent (110%) of the members weekly compensation by four (4) and multiplying with the number of unused days.

ARTICLE THIRTY-THREE
PERSONAL DAYS

Paragraph 33.0.

- A. Each member of the bargaining unit is entitled to three (3) personal days per contract year. Once the minimum notice timelines in Paragraph 11.10 are met, personal days are subject to only the following restrictions.
 - 1. Only one (1) Deputy Chief off using a Personal Day per shift (excluding the Executive Deputy).
- B. Unused personal days may be cashed in by December 31 of a calendar year at one hundred ten percent (110%) of that year's rate. The payout shall occur in January of the following year.
- C. Roll in the personal day benefit into the salary schedule effective July 1, 2024. Consistent with prior practice, personal days shall be valued at twelve (12) hours of straight time pay. Personal Days shall be rolled into the base prior to implementing the cost-of-living adjustments.

Paragraph 33.01. Any member who takes a class at the University of Massachusetts at Amherst, Holyoke Community College, or other state college, university or community college shall be reimbursed up to five hundred dollars (\$500) in a calendar year for that particular course, upon documentation of successful completion.

Paragraph 33.02. The City will provide at no charge, thirty-five (35) hours of continuing education courses over every two (2) year period, starting July 1, 2006. The courses will be held in Holyoke and submitted to OEMS for credit.

Paragraph 33.03. The City will provide at no charge a DOT refresher course every year. Such DOT refresher course will be held in Holyoke and will be submitted to OEMS for credit.

ARTICLE THIRTY-FOUR
FIRE PREVENTION OFFICERS

As of July 1st 2011 five hundred dollar (\$500) base pay increase shall be paid to certified Fire Inspectors, the payment is to be made only as for long as they are assigned to fire prevention.

ARTICLE THIRTY-FIVE
NON-DISCRIMINATION

Section 1:

- a. The Employer and the Association agree not to discriminate against any person covered by this Agreement, with respect to their employment, based on their race, religious creed, national origin, ancestry, age [if forty (40) years of age or older], sex, sexual orientation, gender identity, pregnancy, pregnancy-related condition or other basis protected by applicable law including but not limited to qualified handicapped persons who can perform the essential functions of the position with reasonable accommodation. The Parties further agree that employees are prohibited from discriminating against any person with whom they come in contact with during the course of their employment based on their race, religious creed, national origin, ancestry, age, sex, sexual orientation, gender identity, pregnancy, pregnancy-related condition handicapped or other basis protected by applicable law.

- b. The Employer and the Association agree not to discriminate against any employee based on his/her status with respect to Association membership or for exercising any right under this Agreement or applicable state law.

Section 2:

The Employer and the Association acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should engage in, or be subjected to such harassment. Employees who engage in such conduct shall subject themselves to disciplinary action. The term sexual harassment, as used herein, shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or is the basis for employment decisions;
- b. Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Section 3:

Employees who have been subject to or have information about an incident or incidents of sexual harassment must report same in writing immediately to the Fire Chief or City Solicitors Office. All employees will receive training on sexual harassment in 2004. A grievance alleging a violation or other unlawful discrimination of this Article shall be filed initially at Step 2 of the grievance procedure. Such action must be brought within five (5) working days from the alleged act or occurrence.

Section 4:

If the grievance is not resolved at Step 2 and if the Association wishes to pursue the matter, the employee and the Association must both agree to an election of forums/remedies. In order to proceed to arbitration, a demand must be filed by the Association in the manner and within the time limits set forth in 6.04 of the Grievance Arbitration Procedures as the sole and exclusive forum for resolving the discrimination

claim and expressly electing to forego their right to proceeding with the matter before the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission, other administrative agencies and/or the Courts. No grievance will be processed further unless such a signed election is presented to the Employer within the five (5) working day time limit set forth in section 6.04 of the Grievance Arbitration Procedures of this Agreement.

ARTICLE THIRTY-SIX **STATUTORY LEAVES**

The City agrees to abide by the terms and conditions of the Family and Medical Leave Act, the Massachusetts Parental Leave Act, the Domestic Violence Leave Act, and the Small Necessities Leave Act. The provisions of said Acts are posted in each building.

ARTICLE THIRTY-SEVEN **OUT-OF-GRADE PAY**

In the event a bargaining unit member is assigned to work out-of-grade as the Fire Chief for sixty (60) work days or more, said member shall be entitled to out-of-grade pay at the current rate of the Fire Chief retroactive to the first date of said consecutive coverage.

ARTICLE THIRTY-EIGHT **DURATION AND TERMINATION**

Paragraph 36.01. It is mutually agreed by both parties that if a successor agreement is not agreed upon by the final day of this Contract, then the terms and conditions of this Contract will remain in full force and effect until a successor agreement is signed.

Paragraph 36.02. Either party may demand to begin collective bargaining for a successor Agreement six (6) months prior to the expiration of this contract by sending the other party a written demand to bargain. The timing of collective bargaining sessions shall be monthly, at a minimum.

Paragraph 36.03. This agreement is subject to appropriation by the City Council of the City of Holyoke as provided in Section 7(b) of Chapter 150E of the Massachusetts General Laws.

IN WITNESS WHEREOF, the CITY OF HOLYOKE has caused this AGREEMENT to be executed on its behalf by, Josh Garcia it's duly elected Mayor, HOLYOKE DEPUTY FIRE CHIEF'S ASSOCIATION, has caused this AGREEMENT to be executed on its behalf by, Mark Fortin its President and duly authorized officer, at Holyoke, Massachusetts, this 23rd day of April, 2022.

Approved As To Form

BY


Lisa Ball, Solicitor

CITY OF HOLYOKE

BY


Josh Garcia, Mayor

HOLYOKE DEPUTY FIRE CHIEF'S ASSOCIATION

BY


Mark Fortin, President

LIST OF DUTIES FOR PARAGRAPH 18.10

- 1) General clerical work
- 2) Working with training Officer
- 3) Assist in Fire Prevention duties under the direct supervision of the Fire Prevention Officer.
- 4) Hydrant location mapping.
- 5) Entering data into computers
- 6) Public fire safety education
- 7) General cleaning and maintenance of fire stations and adjoining properties
- 8) Cleaning and maintenance of department vehicles
- 9) Messenger services for Chief's office
- 10) Non-emergency Firefighting duties which do not interfere with the individuals injury or illness
- 11) Administrative duties assigned by the Chief
- 12) Other limited light duty assignments and tasks agreed upon by the Chief and Association President

APPENDIX "A"

**AUTHORIZATION FOR THE
DEDUCTION OF ASSOCIATION DUES**

**HOLYOKE DEPUTY FIRE CHIEFS ASSOCIATION
AUTHORIZATION FOR PAYROLL DEDUCTION**

I, _____, hereby request and authorized the city of Holyoke Payroll Department to deduct from my earning each week the amount of _____. This amount shall be paid to the treasurer of the Holyoke Deputy Chief's Association and represents payment of my Union Dues and/or Agency Service Fee. I further authorized any change in the amount to be deducted which is certified by the above named Association as a uniform change in its Union Dues structure.

This authorization shall remain in effect unless terminated by me upon sixty (60) days advance written notice to the Association and the Employer or upon termination of my employment.

Signature of Employee.: _____

Department.: _____

Home Address.: _____

Telephone Number.: _____

(No Entries below this Line)

APPENDIX "B"

July 1, 2022 (3%)	Deputy Chief	First Deputy Chief
Base	\$1,914.36	\$2,139.23
Medical Off or Staff Pos	\$2,016.43	\$2,253.54
Medical Off and Staff Pos	\$2,118.36	\$2,367.88
Certified Fire Inspector (CFI)	\$1,937.34	\$2,161.22
CFI and Staff Pos or Med Off	\$2,036.07	\$2,275.53
CFI and Staff Pos and Med Off	\$2,138.13	\$2,389.86
Base with EMT (EMT B)	\$1,937.19	\$2,164.42
EMT B and Staff Pos or Med Off	\$2,039.28	\$2,278.72
EMT B and Staff Pos and Med Off	\$2,141.32	\$2,393.07
EMT B and CFI	\$1,956.82	\$2,186.41
EMT B and CFI and Staff or Med Off	\$2,058.89	\$2,300.71
EMT B and CFI and Staff and Med Off	2,160.97	\$2,415.03
EMT Advanced	\$1,953.63	\$2,183.19
EMT Adv and Staff Pos or Med Off	\$2,055.69	\$2,297.51
EMT Adv and Staff Pos and Med Off	\$2,157.76	\$2,411.83
EMT Adv and CFI	\$1,973.26	\$2,205.18
EMT Adv and CFI and Staff or Med Off	\$2,075.34	\$2,319.50
EMT Adv and Staff and Med	\$2,177.40	\$2,433.81
EMT Paramedic	\$1,999.28	\$2,233.56
EMT Paramedic and Staff or Med Off	\$2,101.35	\$2,347.90
EMT Paramedic and Staff and Med Off	\$2,203.43	\$2,462.20
EMT Paramedic and CFI	\$2,018.93	\$2,255.57
EMT Para and CFI and Staff or Med	\$2,120.97	\$2,369.87
EMT Para and CFI and Staff and Med	\$2,223.05	\$2,484.17
July 1, 2023 Juneteenth	Deputy Chief	First Deputy Chief
Base	\$1,923.56	\$2,149.51
Medical Off or Staff Pos	\$2,026.12	\$2,264.37
Medical Off and Staff Pos	\$2,128.54	\$2,379.26
Certified Fire Inspector (CFI)	\$1,946.65	\$2,171.61
CFI and Staff Pos or Med Off	\$2,045.86	\$2,286.47
CFI and Staff Pos and Med Off	\$2,148.41	\$2,401.35
Base with EMT (EMT B)	\$1,946.50	\$2,174.83
EMT B and Staff Pos or Med Off	\$2,049.08	\$2,289.68
EMT B and Staff Pos and Med Off	\$2,151.61	\$2,404.58
EMT B and CFI	\$1,966.23	\$2,196.92
EMT B and CFI and Staff or Med Off	\$2,068.79	\$2,311.77
EMT B and CFI and Staff and Med Off	\$2,171.36	\$2,426.64
EMT Advanced	\$1,963.02	\$2,193.69
EMT Adv and Staff Pos or Med Off	\$2,065.57	\$2,308.56
EMT Adv and Staff Pos and Med Off	\$2,168.13	\$2,423.43
EMT Adv and CFI	\$1,982.75	\$2,215.78

EMT Adv and CFI and Staff or Med Off	\$2,085.32	\$2,330.65
EMT Adv and Staff and Med	\$2,187.87	\$2,445.51
EMT Paramedic	\$2,008.89	\$2,244.30
EMT Paramedic and Staff or Med Off	\$2,111.45	\$2,359.19
EMT Paramedic and Staff and Med Off	\$2,214.02	\$2,474.04
EMT Paramedic and CFI	\$2,028.64	\$2,266.41
EMT Para and CFI and Staff or Med	\$2,131.17	\$2,381.26
EMT Para and CFI and Staff and Med	\$2,233.74	\$2,496.11

July 1, 2023 (4%)

	Deputy Chief	First Deputy Chief
Base	\$2,000.50	\$2,235.49
Medical Off or Staff Pos	\$2,107.16	\$2,354.94
Medical Off and Staff Pos	\$2,213.68	\$2,474.43
Certified Fire Inspector (CFI)	\$2,024.52	\$2,258.47
CFI and Staff Pos or Med Off	\$2,127.69	\$2,377.93
CFI and Staff Pos and Med Off	\$2,234.35	\$2,497.40
Base with EMT (EMT B)	\$2,024.36	\$2,261.82
EMT B and Staff Pos or Med Off	\$2,131.04	\$2,381.27
EMT B and Staff Pos and Med Off	\$2,237.67	\$2,500.76
EMT B and CFI	\$2,044.88	\$2,284.80
EMT B and CFI and Staff or Med Off	\$2,151.54	\$2,404.24
EMT B and CFI and Staff and Med Off	\$2,258.21	\$2,523.71
EMT Advanced	\$2,041.54	\$2,281.44
EMT Adv and Staff Pos or Med Off	\$2,148.19	\$2,400.90
EMT Adv and Staff Pos and Med Off	\$2,254.86	\$2,520.37
EMT Adv and CFI	\$2,062.06	\$2,304.41
EMT Adv and CFI and Staff or Med Off	\$2,168.73	\$2,423.88
EMT Adv and Staff and Med	\$2,275.38	\$2,543.33
EMT Paramedic	\$2,089.25	\$2,334.07
EMT Paramedic and Staff or Med Off	\$2,195.91	\$2,453.56
EMT Paramedic and Staff and Med Off	\$2,302.58	\$2,573.00
EMT Paramedic and CFI	\$2,109.79	\$2,357.07
EMT Para and CFI and Staff or Med	\$2,216.42	\$2,476.51
EMT Para and CFI and Staff and Med	\$2,323.09	\$2,595.95

July 1, 2024 (Roll In)

	Deputy Chief	First Deputy Chief
Base	\$2,033.38	\$2,272.24
Medical Off or Staff Pos	\$2,141.80	\$2,393.65
Medical Off and Staff Pos	\$2,250.07	\$2,515.11
Certified Fire Inspector (CFI)	\$2,057.80	\$2,295.60
CFI and Staff Pos or Med Off	\$2,162.67	\$2,417.02
CFI and Staff Pos and Med Off	\$2,271.08	\$2,538.45
Base with EMT (EMT B)	\$2,057.64	\$2,299.00
EMT B and Staff Pos or Med Off	\$2,166.07	\$2,420.41

EMT B and Staff Pos and Med Off	\$2,274.45	\$2,541.87
EMT B and CFI	\$2,078.49	\$2,322.36
EMT B and CFI and Staff or Med Off	\$2,186.91	\$2,443.76
EMT B and CFI and Staff and Med Off	\$2,295.33	\$2,565.20
EMT Advanced	\$2,075.10	\$2,318.94
EMT Adv and Staff Pos or Med Off	\$2,183.50	\$2,440.37
EMT Adv and Staff Pos and Med Off	\$2,291.93	\$2,561.80
EMT Adv and CFI	\$2,095.96	\$2,342.29
EMT Adv and CFI and Staff or Med Off	\$2,204.38	\$2,463.72
EMT Adv and Staff and Med	\$2,312.78	\$2,585.14
EMT Paramedic	\$2,123.59	\$2,372.44
EMT Paramedic and Staff or Med Off	\$2,232.01	\$2,493.89
EMT Paramedic and Staff and Med Off	\$2,340.43	\$2,615.30
EMT Paramedic and CFI	\$2,144.47	\$2,395.82
EMT Para and CFI and Staff or Med	\$2,252.85	\$2,517.22
EMT Para and CFI and Staff and Med	\$2,361.28	\$2,638.62

July 1, 2024 (3.5%)

	Deputy Chief	First Deputy Chief
Base	\$2,104.55	\$2,351.77
Medical Off or Staff Pos	\$2,216.76	\$2,477.43
Medical Off and Staff Pos	\$2,328.82	\$2,603.14
Certified Fire Inspector (CFI)	\$2,129.82	\$2,375.95
CFI and Staff Pos or Med Off	\$2,238.36	\$2,501.62
CFI and Staff Pos and Med Off	\$2,350.57	\$2,627.30
Base with EMT (EMT B)	\$2,129.66	\$2,379.47
EMT B and Staff Pos or Med Off	\$2,241.88	\$2,505.12
EMT B and Staff Pos and Med Off	\$2,354.06	\$2,630.84
EMT B and CFI	\$2,151.24	\$2,403.64
EMT B and CFI and Staff or Med Off	\$2,263.45	\$2,529.29
EMT B and CFI and Staff and Med Off	\$2,375.67	\$2,654.98
EMT Advanced	\$2,147.73	\$2,400.10
EMT Adv and Staff Pos or Med Off	\$2,259.92	\$2,525.78
EMT Adv and Staff Pos and Med Off	\$2,372.15	\$2,651.46
EMT Adv and CFI	\$2,169.32	\$2,424.27
EMT Adv and CFI and Staff or Med Off	\$2,281.53	\$2,549.95
EMT Adv and Staff and Med	\$2,393.73	\$2,675.62
EMT Paramedic	\$2,197.92	\$2,455.48
EMT Paramedic and Staff or Med Off	\$2,310.13	\$2,581.18
EMT Paramedic and Staff and Med Off	\$2,422.35	\$2,706.84
EMT Paramedic and CFI	\$2,219.53	\$2,479.67
EMT Para and CFI and Staff or Med	\$2,331.70	\$2,605.32
EMT Para and CFI and Staff and Med	\$2,443.92	\$2,730.97