

**AGREEMENT**  
**between**  
**THE CITY OF HOLYOKE, MASSACHUSETTS**  
**and**  
**DISPATCHER-CIVILIAN POLICE PERSONNEL UNION**  
**NAGE LOCAL R1-022**  
**HOLYOKE, MASSACHUSETTS**

**JULY 1, 2024 - JUNE 30, 2027**

**SIGNED:**

**EXPIRES: June 30, 2027**

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## **AGREEMENT**

THIS AGREEMENT made and entered into at Holyoke, Massachusetts by and between the City of Holyoke, Massachusetts, hereinafter designated and referred to as the City and the Dispatcher-Civilian Police Personnel Union, NAGE R1-1022 located at Holyoke, Massachusetts, hereinafter designated and referred to as the Union which is an employee organization acting as the agent of the employees in the bargaining unit described in Paragraph 2.1 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 Union 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, all as hereinafter set forth, the City, the Union and the employees hereby mutually and jointly agree as follows:

## **ARTICLE ONE: PREAMBLE**

**Paragraph 1.1.** 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 of Holyoke and directly related to the quality and efficiency of the facilities operated and the services provided by the City, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the City, the Union 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 as described in this Agreement, to provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure to continuity of the operation, facilities and services under the jurisdiction of the City.

**Paragraph 1.2.** Each of the Parties to this Agreement agrees that it is the duty of the City, the Union and the employees to cooperate fully, faithfully, individually and collectively in the observance of the provisions of this Agreement. In recognition of the principle of a fair day's work for a fair day's pay and for the purpose of improving efficiency in the administration of the facilities operated and the services provided by the City, each employee pledges that he will cooperate with the City in conserving materials, tools, equipment and

other property, aiding and encouraging reliable attendance and in complying with the policies, procedures, regulations and standards prescribed by the City.

**Paragraph 1.3.** Except when otherwise specifically provided, references in this agreement to numbered Articles and Paragraphs refer to correspondingly numbered Articles and Paragraphs in this Agreement. The City of Holyoke and the Mayor of the City of Holyoke will be designated and referred to as the City and the Mayor, respectively.

## **ARTICLE TWO: UNION RECOGNITION**

**Paragraph 2.1.** Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 31 and of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the City, during the term of and to the extent provided in this Agreement recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment for the employees employed by the City in the bargaining unit consisting of all police dispatchers and civilian police personnel, but excluding the administrative assistant to the Police Chief.

All provisions of this Agreement apply equally to each unit unless otherwise stated or specified. The City designates the Law Department as Agent for the City with respect to all matters pertaining to the Administration of the provisions of this Agreement. The provisions of this Paragraph 2.1 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 2.2.** Nothing in this Agreement shall limit or restrict the right of the employees not included in the bargaining unit as provided in Paragraph 2.1 from performing for or on behalf of the City such work incidental to their normal functions and responsibilities as they consider necessary or advisable.

**Paragraph 2.3.** The Union and the employees agree that the responsibility and the right to operate and manage the business and the affairs of the City, the right to select and direct the working forces and the right to control, direct, discontinue and change the use of its properties, equipment, facilities, services and supplies are vested exclusively in the City. These rights include by way of illustration and without being limited to the right to control, determine and change the manner and the extent to which the properties and facilities under the control or supervision of the City shall be operated, located, increased, decreased or discontinued; to organize

the supervisory staff and the employees and to establish, change and discontinue their duties and work area assignments including the right to introduce, operate, change and discontinue experimental and new or improved facilities, methods, operations, programs, processes, services and techniques; to control, determine and change operating, 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 staff and the working force; to select, test, train and determine the ability and the qualifications of the employees; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to determine, control and change the extent of and the methods used in furnishing services to the residents of the City of Holyoke; to employ assign, lay off, transfer, interview, promote and retire employees, to discipline, suspend or dismiss employees in the manner provided by law and to limit Union activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the City; to determine, establish and make changes in job descriptions and standards, frequency and standards of inspection, the size of the work force and the number of days and hours in the work day and the work week for some or all of the employees; to establish, distribute, modify and enforce policies, rules and regulations governing employee conduct, the use of facilities, operating procedures and health and safety regulations and to investigate all matters relating to or affecting the operations of the City, employee conduct and public relations; to control, determine, direct, establish 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 control, determine, establish 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 and procedures; to maintain discipline and order and to maintain and improve efficiency within its operations and facilities and all other rights pertaining to the operation and management of the business and the affairs of the City and the establishment and change of conditions of employment not specifically given in this Agreement to the Union or to the employees provided however, that none of these rights shall be exercised by the City contrary to any specific provision of this Agreement The failure by the City to exercise any of the rights as provided in this Paragraph shall not be construed as a waiver of these rights. The provisions of this Agreement shall not be construed to constitute a waiver of or any restriction upon the interest and legal rights of the City to control, direct, manage and make changes in the operations and the affairs of the City or of any of its Departments. Except when such action by the City is contrary to a specific provision of this Agreement, the exercise by the City of the rights as provided in this Paragraph 2.3 shall not be subject to the provisions of Article Fifteen.

**Paragraph 2.4.** None of the provisions of Paragraph 2.4 shall in any manner limit or restrict the right of the Union to represent the employees in the bargaining unit with respect to wages, hours and conditions of employment as provided in Paragraph 2.1.

- a. The Employer and the Union 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), sexual orientation, gender identity, pregnancy, pregnancy-related condition, sex, or exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity or other basis protected by applicable law, including but not limited to, qualified handicapped persons who can perform the essential functions of a 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, handicap or other basis protected by applicable law, including but not limited to, their exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity.
  
- b. The Employer and the Union 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:
  1. Submission or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as the basis for employment decisions;
  2. 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.
  
- c. 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 building principal. A grievance

alleging a violation of this Article or other unlawful discrimination shall be filed initially at Step Two of the grievance procedure. Such action must be brought in writing within ten (10) working days from the alleged act or occurrence.

d. **ELECTION OF REMEDIES**

If the grievance regarding any provision of this Agreement provides a right or benefit that can be pursued in another forum and is not resolved at Step Two and if the Union wishes to pursue the matter, the employee and the Union must both agree to an election of forums/remedies. In order to proceed to arbitration, a demand must be filed by the Union in the manner and within the time limits set forth in Level IV of Article VI of the Grievance and Arbitration procedures. In addition, the demand must be accompanied by an Employer approved election of remedies form, signed by the employee, agreeing to an 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 period set forth in Level IV of Article VI of the Grievance and Arbitration Procedures of this Agreement.

**Paragraph 2.5.** The Union 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 2.1.

### **ARTICLE THREE: UNION REPRESENTATIVES**

**Paragraph 3.1.** The City will deal with any two (2) of the officers of the Union specified herein, to wit, President, Vice President, Secretary/Treasurer 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 3.3, the City will deal with accredited Stewards designated by the Union with respect to grievances. The Union shall as soon as reasonably possible after the execution of this Agreement, furnish to the City in writing the names of its President and its Vice President and of its Stewards with whom the City will be requested to deal as provided in this Paragraph. The Union shall promptly notify the City in writing of any changes in the identity of its President, its Vice President and of its Stewards.

**Paragraph 3.2.** The officers of the Union, as specified in Paragraph 3.1 in this Article, shall have access to the office of the City's designated representative at reasonable periods during the hours when the office of the City's representative is open for business for the purpose of administering the provisions of this

Agreement. The officers of the Union shall, whenever possible, make an advance appointment for such visits. All matters pertaining to the administration of the provisions of this Agreement shall be initiated at the office of the City's representative and shall not be handled on the premises under the control or supervision of the City, except as specifically provided in Paragraph 3.4.

**Paragraph 3.3.** The Union may cause the selection of one (1) Steward for dispatch and one (1) Steward for records to handle Step One grievances as provided in Paragraph 15.2 and to handle such internal Union affairs as may from time to time be delegated to the Stewards by the Union. Nothing in this Article or in this Agreement shall authorize or be construed to authorize a Steward to be or act as an agent of or bind the Union with respect to any of the provisions in this Agreement or as an agent of any employee or employees in any respect whatsoever. In the event of the absence or disability of a Steward, the President of their Union may, in the manner and to the extent provided in this Article shall include and apply to the President of the Union when he is acting as a Steward.

**Paragraph 3.4.** Arrangements shall be made for the President and the officers of the Union and the accredited Stewards to discharge their responsibilities under the provisions of this Agreement during working hours and on the premises under the control or supervision of the City. No supervisor shall refuse a request by the Union if said request complies with the reasonableness and timeliness requirements of Article Three, to have the officers and/or accredited representatives of the Union leave their workstation during business hours, for the purpose of collective bargaining and/or contract administration. The Union agrees that in the performance of their duties as provided in Paragraph 3.3, a Steward shall not:

- a. leave their work or their workstation without the prior knowledge and approval of their supervisor, nor
- b. nor shall a Steward interfere with the work, or with the work schedule of any employee of the City. The Union agrees that its President and its officers are the agents of the Union and that each of said officers shall exercise responsible judgment and due care in the discharge of their 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.

**Paragraph 3.5.** Nothing in this Article or in this Agreement shall authorize or permit an officer of the Union or a Steward to give instructions to any supervisory personnel or to any employees of the City concerning their work, to take any action which will in any way interrupt or interfere with the operation of any department or the affairs of the City or to alter or modify any of the terms or provisions of this



Agreement. The direct or indirect assistance, encouragement, support, or threatened action by any Union member in the breach of any of the provisions of Paragraph 5.1 shall subject the member to disciplinary action up to and including discharge, and shall, at the option of the City, terminate the obligation of the City to process a grievance or to arbitrate a dispute brought by the Union or a member. However, after the breach has been terminated, if the grievance has not been waived by delay, the fact of the occurrence of said breach shall be subject to the grievance/arbitration procedure contained in Article 15.

#### **ARTICLE FOUR: CHECKOFF OF UNION DUES**

**Paragraph 4.1.** 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 UNION 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 Union dues as members of the Union and, as to those employees who are not members of the Union, as provided in Paragraph 2.2.

**Paragraph 4.2.** The deductions from wages as provided in this Article shall be made in equal installments on each pay day in each month in which there are fewer than three (3) pay days in the total amount equal to the Union dues, as the case may be, for that month. The deduction from wages as provided in this Article shall be subordinate to first, deductions for Federal, State or Municipal Withholding Taxes and second, deductions for hospital 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 4.3.** The amount of the regular, current, monthly Union dues, as the case may be, collected by the City by deductions from the wages due and payable to the employees as provided in Paragraph 4.1 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 from whose wages the deductions were made and the amount of each deduction shall be mailed to the Treasurer of N.A.G.E. at Quincy, Massachusetts not later than the last day of the next month in which such Union dues have been collected by the City. Upon the mailing of the amount of said deductions to the Union, the City shall be relieved of further liability or responsibility to the Union 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) days after the mailing of said statement the Union notifies the City in writing of any error.

**Paragraph 4.4.** The authorization for the deduction of Union dues referred to in Paragraph 4.1 may be withdrawn by the employee by whom it was executed at any time by giving at least sixty (60) days' notice in writing of such withdrawal delivered to the Treasurer of the City at their office in Holyoke, Massachusetts and by the filing of a copy of said withdrawal with the Treasurer of the Union 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 termination of the employment of the employee by whom it was signed. 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 4.5.** It is agreed that the obligations of the City with respect to the checkoff of uniform regular, current monthly Union 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. 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 Union dues, as the case may be, 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 Union. The Union 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 Union dues for said employee or employees and that none of said payments shall be applied by the Union toward the payment of fines or assessments of any kind.

**Paragraph 4.6.** The City shall not be liable to the Union 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 Union of such error, the City will make the appropriate deduction in the manner and to the extent prescribed in this Article in the next following pay period. The Union 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 assignments, attachments or liens against the wages of an employee which in the judgment of the City are or may be prior to or superior to any deductions authorized pursuant to the provisions of this Article.

The Union agrees that nothing in this Article shall be construed to obligate or require this City to do anything or to take any action contrary to law or contrary to government statutes or regulations.

**Paragraph 4.7.** The City may conclusively rely upon a written statement signed by any person purporting to be the authorized representative of the Union stating the amount of the uniform periodic, regular, current, monthly Union dues. Unless and until advised in writing by the Union 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 is unchanged.

**Paragraph 4.8.** The Union agrees to and does hereby indemnify, defend and hold the City 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 City in reliance upon any information, list, notice, statement or authorization for the checkoff of Union dues delivered to the City by the Union or by an employee for the purpose of complying with any of the provisions of this Agreement or of this Article.

**Paragraph 4.9.** In the event of the breach of any of the provisions of Paragraph 5.1 or of Paragraph 5.2 and the failure by the Union to terminate said breach after ten (10) days' notice in writing by the City, to obligations of the City under the provisions of this Article Four shall, without the necessity of any action by the City, forthwith and automatically terminate and shall be of no further force or effect.

**Paragraph 4.10.** The Union 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 Union dues and uniform assessments levied against all members and as set forth in this Article. The Union agrees to deliver a notice in writing to the City and to the employee when an employee is not in compliance with the provisions of this Article by reason of their default in the payment of their Union dues. Any such request by the Union 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 Union of the amount of the delinquency within said thirty (30) day period shall automatically and fully cure such default of such employee and the Union 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 Union.

## ARTICLE FIVE: CONTINUITY OF OPERATIONS

**Paragraph 5.1.** The Union and the employees agree that they will not for any reason including an alleged prohibited practice, directly or indirectly, assist, authorize, cause, condone, encourage, induce, finance, permit, sanction, sponsor, support, threaten or participate in any strike, walkout, sit-down, slowdown, boycott, picketing, work stoppage, refusal to work, withholding of services or any interference with the operations, services or any of the functions of the City. During the period of negotiations between the Union and the City, including mediation, fact finding and any other statutory impasse procedures, said negotiations shall be conducted without threats of sanctions or strikes by the City or by the Union.

**Paragraph 5.2.** The Union agrees that it will not ratify, condone or lend support to any violation of Paragraph 5.1 by any employee or employees, that it will immediately order that such violation cease forthwith, that work be fully and promptly resumed and that the employee or employees comply promptly with the provisions of this Article. Any employee or employees who engage or participate in any of the prohibited conduct described in Paragraph 5.1 shall be subject to disciplinary action, including reprimand, suspension and discharge and such action if taken by the City shall not be subject to the provisions of Article Fifteen except as to the question whether the employee or employees who were disciplined or discharged did in fact participate in or encourage or were responsible for the violation of the provisions of Paragraph 5.1

**Paragraph 5.3.** 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 5.1, the Union 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 Union.
- c. Notify the employee or employees in writing of the disapproval of such action by the Union and instruct such employee or employees to cease such action, to return to work immediately and to comply promptly with the provisions of this Article and
- d. Post a notice on the Union bulletin board stating that the Union 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.

The Union agrees that it will support and assist the City in maintaining the continuity of the normal and usual services of the Department.

**Paragraph 5.4.** In the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph 5.1, the City shall have the unqualified right to institute and pursue legal action to enjoin the continuance of said prohibited conduct and for other relief or remedies and the Union agrees that it will not oppose or interfere with said legal action. The Union agrees that it will not oppose or interfere with said legal action. The Union agrees that such legal action, if initiated or pursued by the City, shall not constitute the exclusive remedy available to the City nor shall such legal action be construed or deemed to be a waiver by the City of such other rights or remedies as may be available to the City under the provisions of this Agreement or under the provisions of law.

**Paragraph 5.5.** The breach of any of the provisions of Article Five shall at the option of the City terminate the obligation of the City to arbitrate a dispute underlying the breach.

## **ARTICLE SIX: PROBATIONARY PERIOD**

**Paragraph 6.1.** The first six (6) months of actual work by a new employee in the bargaining unit shall constitute such employee's trial period during which no layoff, suspension, change of assignment, discipline or discharge with respect to such employee shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance procedure or to arbitration as provided in Article Fifteen.

## **ARTICLE SEVEN: HOURS AND OVERTIME**

**Paragraph 7.1.** The work week shall begin at 12:01 a.m. on Sunday and shall end at 12:00 a.m. the following Sunday. Except as otherwise provided in Paragraph 7.2, the work day shall begin at 12:01 a.m. and shall end at 12:00 a.m. the following day.

**Paragraph 7.2.** The normal hours of work and the normal work week for employees shall be as follows:

Full-time dispatchers and senior dispatcher shall work a schedule consisting of four (4) days on and two (2) days off (4 and 2). Said shifts shall consist of eight hours, inclusive of the established meal and break periods.

Full-time Police Clerks and Bookkeepers shall work a schedule consisting of four (4) days on and two (2) days off. Shifts shall consist of eight (8) hours, exclusive of an established meal period.

The Chief may change the schedule of days off duty for those employees whose assignments the Chief deems would not be feasible for said employees to work on the rotating schedule as provided in this Section.

**Paragraph 7.3. Meal and Break Periods.** There shall be two (2) ten (10) minute coffee breaks per eight (8) hour shift worked. Dispatchers, senior dispatchers, and part-time dispatchers who work greater than six (6) hours shall be entitled to a meal break. Said meal break shall be one-half (1/2) hour for dispatchers, senior dispatchers, and part-time dispatchers. Said meal breaks shall be taken in the station in designated areas. Dispatchers, senior dispatchers, and part-time dispatchers shall be available to perform duties in emergency situations for which they will be compensated. The timing of meal breaks shall be subject to supervisor approval not to be unreasonably withheld and shall not take place within two (2) hours of the scheduled start or end of an employee's shift.

**Paragraph 7.3.** The daily and weekly working periods described in this Article shall not be deemed a guarantee by the City that any particular number of hours of work will be available nor in any way limit or restrict the right of the City to schedule overtime work or to make changes in the starting time or the hours of work. Except when an employee is unable to do so because of a reason satisfactory to their supervisor or department head, an employee shall perform holiday work and reasonable overtime work as directed. No person shall be forced to work overtime by their supervisor or department head, except when overtime has been offered to all bargaining unit members and none are available, then an employee shall be forced to work overtime by juniority.

Overtime for dispatchers shall be offered to full-time dispatchers first by seniority and on a rotating basis, and then to part-time dispatchers. No dispatchers/senior dispatchers shall be offered compensatory time in lieu of overtime.

In all unit positions employed by the police department, civilians shall replace civilians for overtime purposes. Only after an available overtime shift has been offered to all civilians shall it be offered to non-unit personnel.

**Paragraph 7.4.** All Bargaining Unit employees, including Dispatchers, shall be paid one and one-half (1-1/2) times the straight time hourly wage rate for all work scheduled by the City in excess of the employee's regular work week, provided that the employee actually works their regular work week. The regular work week shall include personal days and vacation days with five (5) days' advance notice to the department head.

There shall be no duplication or pyramiding of overtime and/or other premium forms of compensation and when any particular work is subject to or falls within two (2) or more overtime or other premium classifications, either under this Agreement or under an effective law, only the highest applicable single overtime or other premium wage rate shall be paid.

Subject to the requirements of Article 7.4 and except as otherwise specifically provided in this Paragraph, an employee especially called into work outside of their regularly scheduled work shift shall be paid for the work performed at one and one-half (1-1/2) times their straight time hourly wage rate subject to a minimum based on four (4) hours at their straight time wage rate. An employee who reports for work as provided in this Paragraph shall perform the work assigned to him by the City and the failure by the employee to perform said work shall relieve the City from the obligations as provided in this Paragraph.

**Paragraph 7.6.**

1. Seniority for purposes of contract benefits and for non-Civil Service employees shall be defined as the total length of continuous service with the City. The unit shall be defined as the bargaining unit. For purposes of Civil Service rights, seniority will be determined under the provisions of M.G.L. c. 31 §33.
2. If a reduction in work force occurs, the layoff of employees shall be accomplished pursuant to the provisions of M.G.L.A. Chapter 31, Sections 39 and 41.
3. An employee who has been given notice of a layoff shall be permitted, provided said employee has more seniority, to displace the least senior employee working within the same department provided the employee is qualified, in the discretion of the department head, to perform such work. Any employee laid off who does not have sufficient seniority to displace any other employee within the same department, shall be permitted, provided said employee has more seniority, to displace the least senior employee working in the same classification within the bargaining unit.
4. Any employee may accept a layoff in lieu of displacing another employee.
5. If work and/or funding becomes available, re-employment shall be governed by the provisions of M.G.L.A., Chapter 31, Sections 39 and 40.

**ARTICLE EIGHT: WAGES**

**Paragraph 8.1.** Wages will be as specified in Paragraph 8.2, subject to the provisions of Paragraph 17.7.

**Paragraph 8.2.** Subject to the provisions of this Agreement, an employee in the Bargaining Unit who performs the work described in the job titles named in the Schedule Of Classifications attached hereto and

marked APPENDIX A, unless otherwise provided therein shall be paid an annual compensation in accordance with the Schedules of Annual Compensation attached hereto and marked APPENDIX B.

**Paragraph 8.3.** Except as provided in Paragraph 8.4 of this Agreement, employees receiving compensation under the provisions of Paragraph 8.2 of this Agreement will receive the compensation at the Step Level prescribed as follows:

STEP I -	Less than one (1) year of employment
STEP II -	One (1) year, but less than two (2) years of employment
STEP III -	Two (2) years, but less than three (3) years of employment
STEP IV -	Three (3) years, but less than four (4) years of employment
STEP V -	Four (4) or more years of employment

**Paragraph 8.4.** There shall be no restrictions on the right of the City to pay starting compensation on any step in the wage or salary schedules as provided in this Article to new or additional employees.

**Paragraph 8.5.** The job titles or the work descriptions named in Article Two and in Paragraph 8.1 and Paragraph 8.2 are for the sole purpose of determining hourly wage rates and annual salaries and nothing in said Article Two or in said Paragraph 8.1 and 8.2 shall in any way limit or restrict the right of the City to assign work to the employees or to transfer an employee from one department to another, from one job to another or from one location to another, and shall not operate as a requirement that such positions be staffed. The provisions of this Paragraph 8.5 are subject to the provisions of Chapter Thirty-one of the General Laws of the Commonwealth of Massachusetts.

**Paragraph 8.6.** The parties recognize the rights of the Employer under the existing Collective Bargaining Agreement, including but not limited to, those rights found in Paragraph 2.4 and Paragraph 8.5 of the Collective Bargaining Agreement. The Parties further recognize the rights of the Union under M.G.L. c. 150E as the exclusive representative for this bargaining unit. The Parties additionally recognize their joint goal of efficient and effective operations and that this goal is furthered by employees working as an integrated team performing flexible assignments within their job classification. To further this end, the Union agrees to limit any impact bargaining issues to those issues involving substantial changes to employees' job duties in the future.



## ARTICLE NINE: LONGEVITY

**Paragraph 9.1.** In the manner and to the extent provided in this Article, each employee who has actually worked for the City for the accumulated periods of time as provided in this Paragraph and who is being carried on the payroll of the City on their employment anniversary shall, effective on signing, receive annual longevity pay in accordance with the following schedule:

<u>LENGTH OF EMPLOYMENT ON EMPLOYMENT ANNIVERSARY</u>	<u>LONGEVITY PAY</u>
Ten (10) years but less than fifteen (15) years.	\$800.00
Fifteen (15) years but less than twenty (20) years.	\$900.00
Twenty (20) years but less than twenty-five (25) years.	\$1,100.00
Twenty-five (25) years <or more.	\$1,250.00
Thirty (30) years or more.	\$1,750.00

The longevity pay in each calendar year as provided in this Article shall be paid to each eligible employee within thirty (30) days following their employment anniversary. In the event an employee retires with the city retirement system prior to their employment anniversary (note: this provision does not apply to resignations, termination, etc.), said employee shall receive a prorated amount of longevity in the final paycheck.

## ARTICLE TEN: HOLIDAYS

**Paragraph 10.1.** In the manner and to the extent provided in this Article, each full-time employee who qualifies under the provisions of Paragraph 10.2, shall receive one (1) day's pay at this straight time wage rate which shall not be included in their accumulated weekly working hours for the following holidays on Monday through Friday:

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

Each paid holiday as provided in this Paragraph will be observed on the day prescribed, if any, in applicable Federal or State Statutes. When a paid holiday as provided in this Article falls on Saturday, the preceding Friday will be considered the paid holiday and when one or more falls on Sunday, the succeeding Monday will be considered the paid holiday.

**Paragraph 10.2.** The holiday pay for each of the holidays provided in this Article shall be paid to each full-time permanent employee who has actually worked for the City during the thirty (30) working days immediately preceding the holiday and on their full scheduled working day immediately before and immediately after the holiday unless the failure to work during said period of thirty (30) days or on one or both of said scheduled work days was due to bona fide illness or injury requiring confinement at home or in a hospital or medical treatment by a licensed physician or because of a reason satisfactory to the City. Before paying holiday pay to an employee who is unable to work as provided in this Paragraph because of illness or injury, the City may require a certificate by the attending licensed physician of the illness or injury before or after the day for which holiday pay is claimed. The exception to the period of actual work in the employ of the City because of illness or injury shall extend for a period of ten (10) working days from the beginning of the illness or the date of a non-occupational injury and shall extend for a period of thirteen (13) weeks from the date of an occupational injury.

**Paragraph 10.3.** For all of the days listed in Paragraph 10.1, every employee shall be entitled to additional compensation determined in accordance with Paragraph 10.4, regardless of whether such employee was required to be on duty for any or all of said days; provided, however, that any employee may request permission from the Chief of Police or designated representative to take an additional duty day off in lieu of additional compensation and, upon approval, may take such day or days off. An employee desiring to take an additional duty day off without loss of compensation shall submit such a request at least forty-eight (48) hours in advance of the duty day so requested and each employee shall, not later than December 15 of each year, submit to the Chief a statement setting forth the number of duty days off the employee shall request in the next succeeding calendar year.

**Paragraph 10.4.** All additional compensation due employees under the provisions of this Article shall be paid to employees on the regular payroll closest to, but no later than, December 6th of each year.

**Paragraph 10.5.** No other holiday, compensatory time off, makeup time off, or sick leave shall be taken on a holiday. An employee shall be authorized to be off duty on a holiday only when it is a regularly scheduled day off, vacation, or the holiday of that date provided however, that the Chief may waive the provisions of this Paragraph 10.5 for an employee who is being carried on workers compensation, recovering

from surgery or who can substantiate a bona fide illness or injury with normally acceptable bona fide medical documentation.

**Paragraph 10.6. Holidays.** The City agrees that a records clerk and dispatcher/senior dispatcher on duty for the following holidays, shall be entitled to additional compensation of one hundred dollars (\$100.00) per holiday. The additional compensation due employees shall be paid to the employees in the next bi-weekly pay period. Where the employee shall not be entitled to additional compensation unless such employee receives a sick confirmation from an attending physician. The following shall be considered the five (5) holidays in accordance with the provisions of this paragraph.

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Employees will work on Christmas Day as scheduled.

**Paragraph 10.7.** The holiday pay for each of the holidays provided in this Article shall be paid to each employee who has actually worked for the City during the thirty (30) working days immediately preceding the holiday and on their full scheduled working day immediately before and immediately after the holiday unless the failure to work during said period of thirty (30) days or on one (1) or both of said scheduled work days was due to bona fide illness or injury requiring confinement at home or in a hospital or medical treatment by a licensed physician or because of a reason satisfactory to the City. Before paying holiday pay to an employee who is unable to work as provided in this Paragraph because of illness or injury, the City may require a certificate by the attending licensed physician of the illness or injury before or after the day for which holiday pay is claimed.

The exception to the period of actual work in the employ of the City because of illness or injury shall extend for a period of ten (10) working days from the beginning of the illness or the date of a non-occupational injury and shall extend for a period of thirteen (13) weeks from the date of an occupational injury.

**Paragraph 10.8.** An employee who is scheduled to work on any of the holidays named in Paragraph 20.4 and who does not work on said holiday as requested shall not be entitled to receive the holiday pay, unless the employee had a scheduled vacation day.

## ARTICLE ELEVEN: VACATIONS

**Paragraph 11.1.** In the manner and to the extent provided in this Article, each eligible employee covered by this Agreement shall be entitled to a vacation with pay determined by the length of their continuous employment by the City as follows.

**Length of Continuous Employment**

More than one (1) month and less than thirty (30) weeks  
 Thirty (30) weeks or more and less than five (5) years+  
 Five (5) years or more and less than ten (10) years  
 Ten (10) years or more  
 Twenty (20) years or more  
 Twenty-five (25) years or more of continuous employment

**Amount of Paid Vacation**

One (1) day for each month of actual work subject to a maximum of ten (10) days  
 Twelve (12) days  
 Seventeen (17) days  
 Twenty-two (22) days  
 Twenty-seven (27) days  
 Thirty (30) days

The amount of paid vacation in any calendar year for an employee who has worked for the City for less than one (1) year shall be determined by the length of their continuous work in the employ of the City on the first day of June in that calendar year. The amount of paid vacation in any calendar year for an employee who has worked for the City for one (1) year or more shall be determined by the length of their continuous employment on their employment anniversary.

**Paragraph 11.2.** The vacation pay for each eligible employee as provided in Paragraph 11.1 shall be computed on the basis of their normal work week at their straight time, hourly wage rate. The vacation pay for an eligible full-time permanent employee, as provided in Paragraph 11.1, shall apply only to each full-time permanent employee, who during the fifty-two (52) weeks period immediately preceding their vacation eligibility date, has actually worked for not less than thirty (30) full weeks, provided that said employee is actually working in the employ of the City on their vacation eligibility date and at the beginning of said fifty-two (52) week period.

**Paragraph 11.3.** The vacation period for each eligible employee shall be determined by mutual agreement between each employee and the Chief of Police or designee. In scheduling vacations, the City will endeavor to give their consideration to the length of employment within each job classification when in the opinion of the Chief of Police or designee it is possible to do so without interfering with adequate service to the public and the efficient operation of the City.

**Paragraph 11.4.** By mutual agreement between an eligible employee and the City, the employee may, upon application in writing to the City, receive vacation pay in lieu of a vacation with pay for all or a portion of the vacation time, measured by full work weeks, to which the eligible employee is otherwise entitled. The vacation with pay or the equivalent vacation pay as provided in this Article shall be taken by all eligible employees during each calendar year as accrued and may not be accumulated for use in a subsequent calendar year.

**Paragraph 11.5.** Each employee shall be allowed four (4) personal days per calendar year effective on January 1, 2011. An employee must request a personal day from the department head at least five (5) working days prior to the day to be taken, except in case of emergency, where an employee shall provide as much notice as reasonably possible. No more than one (1) person in a department shall be allowed to take a personal day at any one time. If more than one (1) employee requests the same day, the employee with the most seniority will be given the day off. Personal days may not be accumulated. New hires shall be pro rated for the remainder of that calendar year.

**Paragraph 11.6.** An employee must request time owed at least five (5) working days prior to the day taken, unless shorter notice is acceptable to the Chief of Police or designee. No more than one (1) person in a department shall be allowed to take time owed at any one time. If more than one (1) employee requests the same day, the employee with the most seniority will be given the day off.

**Paragraph 11.7. VACATION CARRYOVER** A one (1) week [five (5) working days] vacation carryover to the next calendar year shall be allowed with the permission of the Chief of Police or designee.

**Paragraph 11.8. VACATION SINGLE DAYS** Vacation time may be taken in one-half or single day increments when adequate notice is provided to the Chief of Police or designee. Permission to use vacation in single day increments shall not be unreasonably denied.

## **ARTICLE TWELVE: SICK LEAVE**

**Paragraph 12.1.** In the manner and to the extent provided in this Article a full-time permanent employee who is unable to work because of bona fide illness or injury requiring confinement or treatment by a licensed physician, not including:

- a. An occupational injury for which the employee is eligible to receive Workman's Compensation, or
- b. An injury incurred during the course of gainful employment or self-employment other than as an employee of the City,

Shall upon notification in writing on a form provided by the City to their Supervisor or Department Head as soon as possible after the beginning of said illness or the occurrence of said injury, receive the amount of their then current daily compensation for a maximum of fifteen (15) days in any calendar year

plus any cumulative total as prescribed in Paragraph 12.2, *provided that sick leave is taken in no less than two (2) hour increments*. An employee may and shall substitute (i.e., use concurrently) accrued paid leave, including sick leave, during an approved leave period under the Family Medical Leave Act (FMLA).

For the first twelve (12) months of employment, sick leave shall be earned monthly, with 1-1/4 days of sick leave credited to the employee's account on the first day of the month. Thereafter, employees shall be credited with fifteen (15) sick leave days on January 1<sup>st</sup> of each year. In the event that an employee has worked twelve (12) months prior to January 1<sup>st</sup>, the employee will be credited with a prorated amount of sick leave at that time (e.g., if an employee completes twelve (12) months of service on June 30, then the employee would be credited with seven and one-half sick leave days on July 1).

**Paragraph 12.2.** The sick leave in each calendar year as provided in this Article shall apply to each full time employee who has completed six (6) months of active employment by the City and who has actually worked for the City for thirty (30) full weeks and shall be cumulative from year to year without limitation while in the employ of the City. Before approving sick leave as provided in this Article for an employee who has been absent from work for more than three (3) consecutive workdays in any single calendar year, the City may require a certificate signed by the attending physician of the illness or injury for which sick leave is claimed.

**Paragraph 12.3.** Upon the death, retirement, layoff due to lack of work and/or lack of funds of any member of the bargaining unit, the City shall pay to said member, his/her estate, surviving spouse or beneficiary, an amount which will be determined by multiplying a fraction, the numerator of which is the number of unused accumulated sick days to the member's credit as provided in Paragraph 12.2, on the date of death or retirement of said member; the denominator of which will be three (3) for members with five (5) years of continuous service and four (4) for members with less than five (5) years of continuous service. In no event will the amount paid under the terms of this paragraph exceed five thousand dollars (\$5,000). Any employee who after working for three (3) or more years and who resigns, shall be eligible to have his/her sick leave bought back at the rate of 1 for 4. The provision of this paragraph shall not be afforded to any employee who is discharged for just cause.

**Paragraph 12.4.** An employee may elect maternity leave as provided in M.G.L. c. 149, s. 105D, and/or the Federal Family and Medical Leave Act, 29 USC S 2601 et seq. In the event that the employee is eligible for leave under both, the employer will charge the employee with use of both maternity and FMLA leave, concurrently, for as long as such benefits run or until the employee no longer requires a leave of absence, whichever comes first.

## ARTICLE THIRTEEN: DRUG TESTING

**Paragraph 13.1 DRUG POLICY.** Drugs are illegal. Discipline, after hearing, up to and including discharge may be imposed for being under the influence of, unauthorized use, possession or transfer, of a controlled substance while on duty/standby, or conviction of a criminal drug law. The parties join in seeking the goal of a drug free workplace described in the Federal DRUG-FREE WORKPLACE ACT OF 1988.

**Paragraph 13.2 DEFINITIONS.** For the purpose of this Article, "controlled substance" means a controlled substance as defined in Chapter 94C of the Massachusetts General Laws, "conviction" means a finding of guilt, "discipline" means discipline up to and including discharge.

**Paragraph 13.3 DRUG CONVICTIONS.** Members of the bargaining unit shall notify the department head of any drug conviction no later than 5 calendar days after such conviction or be subject to discipline after hearing.

**Paragraph 13.4 DRUG TESTING.** In order to foster and create a drug-free workplace, the Union and the City hereby agree that the department head or their designee may require a member to submit to testing for a controlled substance upon articulable reasonable cause to believe that an employee has a drug problem. Refusal to take, or comply with the procedures of, the required drug test shall be grounds for discipline. The City shall pay for testing required under this paragraph.

**Paragraph 13.5 FIRST OFFENDER ADMISSION OF DRUG PROBLEM.** First offenders shall be afforded the opportunity to rehabilitate themselves if they admit to having a drug problem to the department head before the member is requested to take a drug test. It is the intention of the parties that the City shall have no duty to notify a member that the member is suspected of being a first offender. Such drug problem admissions shall be treated confidentially.

**Paragraph 13.6 FIRST OFFENDER REHABILITATION.** First offenders, as determined by the City, meeting the conditions of the preceding paragraph shall be allowed to participate in a rehabilitation program of their choosing satisfactory to the City. For this purpose, a leave of absence without pay for up to thirty days shall be granted one time only. Upon successfully completing such rehabilitation program the member shall be allowed to return to work one time only. The member shall be subject to discipline if they

do not satisfactorily complete said rehabilitation program. The risk of drug sales in the workplace is unacceptable. Therefore, in spite of the provisions of this paragraph, any member engaged in the unlawful sale, trafficking, distribution, dispensation or similar transfer of a controlled substance at any time or place shall be subject to discipline.

**Paragraph 13.7 PROJECT CONCERN.** As an accommodation to members the City hereby agrees to provide members with the counseling benefits of Project Concern.

**Paragraph 13.8 OVER THE COUNTER MEDICATIONS.** The City acknowledges that certain legally obtained medications may produce a drug test result that could indicate possible use of a controlled substance and, therefore, it shall be a defense to any positive drug test that the employee was taking a legally obtained medication if in the written opinion of a licensed physician, such legally obtained medication directly caused the positive drug test.

**Paragraph 13.9 PRESCRIPTION MEDICATIONS.** It shall be a defense to a positive drug test that a member was taking prescription medications if:

- a. the department head is presented a writing by a licensed physician verifying they prescribed the medication and stating that in the opinion of the prescribing physician, the taking of the prescribed medication directly caused the positive drug test, and
- b. such taking of prescription medication was reported to the member's supervisor before the member was given the drug test.

#### **ARTICLE FOURTEEN: ALCOHOL TESTING**

**Paragraph 14.1 ALCOHOL POLICY.** Alcohol is legal, but inappropriate while on duty/standby. Discipline, after hearing, up to and including discharge may be imposed for being under the influence of alcohol while on duty/standby.

**Paragraph 14.2 ADMISSION OF DEPENDENCY.** When alcohol dependency exists the City and Union encourage bargaining unit members to admit to the department head that the member has an alcohol dependency. Such admissions shall be treated as a confidential request for help. Alcohol dependency presently is recognized as a handicap under G.L. c. 151B, S 4 (16). The City agrees to make reasonable accommodation for the member that does not cause undue hardship for the City, to assist members in



performing the essential functions of their job. The Union agrees that a member cannot adequately perform the essential functions of their job while under the influence of alcohol.

**Paragraph 14.3 UNDER THE INFLUENCE ON DUTY/STANDBY.** The Union and the City hereby intend that no member shall be under the influence of alcohol while on duty/standby. A positive test for alcohol while on duty/standby shall create a conclusive presumption that the member was under the influence of alcohol while on duty/standby.

**Paragraph 14.4 PROJECT CONCERN.** As an accommodation to members the City hereby agrees to provide members with the counseling benefits of Project Concern.

**Paragraph 14.5 ALCOHOL TESTING.** In order to foster and create an alcohol-free workplace, the Union and the City hereby agree that the department head or their designee may require a member to submit to testing for alcohol upon articulable reasonable cause to believe that an employee is under the influence of alcohol while on duty/standby. Refusal to take, or comply with the procedures of, the required alcohol test shall be grounds for discipline up to and including discharge. The City shall pay for testing required under this paragraph.

## **ARTICLE FIFTEEN: BEREAVEMENT**

**Paragraph 15.1.** In the event of the death of the grandparent, grandchild, sister, brother, mother-in-law or father-in-law of a permanent employee, the employee shall receive a leave of absence for a period not to exceed four (4) days with full straight time pay for the actual time lost from their scheduled work week during the period from Monday through Friday not to exceed eight (8) hours in any one day and which shall not be included in their accumulated weekly working hours. Subject to all the provisions of this Article, in the event of the death of the brother-in-law, sister-in-law, aunt, uncle, first cousin, niece or nephew of an otherwise eligible employee, the employee shall receive a leave of absence of two (2) days. For the purposes of this Article, the mother or father of a former spouse of an otherwise eligible employee shall not be deemed to be the mother-in-law or the father-in-law of said employee. Subject to all the provisions of this Article, in the event of a death of the employee's spouse, child, parent or significant other (a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are shared financial obligations and there is a shared primary residence), the employee shall receive up to seven (7) days of bereavement leave to be used at the

employee's option within thirty (30) calendar days from the date of death. An employee shall cooperate with any City requirement to confirm the existence of a "significant other" relationship.

## **ARTICLE SIXTEEN: MISCELLANEOUS**

**Paragraph 16.1.** Each employee whether actually working or on a leave of absence shall keep the City advised on a form furnished by the City of their correct address and telephone number, if he has a telephone or has the use of a telephone. The mailing of a notice to the address furnished to the City by an employee as provided in this Paragraph shall be deemed to be in compliance by the City with any provision of this Agreement which requires notice to an employee.

**Paragraph 16.2.** Each employee shall comply promptly with the present or future procedures prescribed by a Government Agency or by the City requiring physical or other examinations. When required by the City, the examiner or the physician shall be selected by the City and the City shall pay the professional fee for such required examinations.

**Paragraph 16.3.** In the event of any conflict or inconsistency between the provisions of the Agreement and an effective ordinance of the City, the provisions of this Agreement shall prevail.

**Paragraph 16.4.** Whenever any vacancy occurs in a new or existing position, it will be adequately publicized by the EMPLOYER by means of a Notice placed on the bulletin board in every department for at least seven (7) calendar days and shall clearly set forth the specifications, qualification, and compensation of the position. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously, or without basis in fact when vacancies occur. No vacancy will be filled except in-an emergency within seven (7) calendar days from the date the Notice is posted. A copy of the Notice shall simultaneously be sent to the Union. Persons in an acting capacity will receive the full pay and benefits of the position which they are filling. If during the term of this Agreement a new position is established, the EMPLOYER will promptly give the Union written Notice of the proposed salary for such position. If the Union objects to the proposed salary, it will, within ten (10) calendar days after receiving such Notice, inform the EMPLOYER of its desire to negotiate the proposed salary.

All Employees will be given adequate opportunity to apply and be considered for such position based on seniority and qualifications and, if as between two (2) or more applicants considered for the position, their qualifications are relatively equal, the applicant who is already a member of the bargaining unit and is most

senior will be appointed to the position. Where the provisions of this Article conflict in any way with M.G.L. c. 31, the provisions of the statute will govern.

If the position is not filled within three (3) months of the first day of the original posting, then the position/vacancy will be re-posted.

**Paragraph 16.5.** Benefits for all part-time employees shall be calculated and pro-rated as a portion of benefits given to full-time employees. For purposes of this paragraph, employees must have averaged twenty (20) hours per week or more during the previous year to be eligible for benefits. For employees who have been employed less than one (1) year, the eligibility determination will be made based upon an estimate made in accordance with the employee's schedule as it appears on June 1<sup>st</sup> of that year. Part-time employees shall be paid at the same hourly rate as full-time employees.

**Paragraph 16.6.** Any employee who is summoned for jury duty shall be allowed to serve and shall receive normal wages for the first three (3) days, or part thereof, without use of vacation or accumulated leave or be forced to take a reduction in wages for jury service.

**Paragraph 16.7.** The employer shall furnish to the Union ten (10) copies of the executed agreement.

## **ARTICLE SEVENTEEN: ADJUSTMENT OF GRIEVANCES**

**Paragraph 17.1.** Pursuant to the policy prescribed in Article One and in consideration of the provisions of Article Five, the City, the Union and the employees agree that the exclusive method for the adjustment, processing and settlement of a grievance as defined in this Paragraph is and shall be in accordance with the grievance and arbitration procedure prescribed in this Article. A grievance is defined as a complaint or a dispute between the City and either an employee or the Union pertaining to the application of or compliance with the provisions of this Agreement. The City, the Union and the employees agree to observe and follow the procedure prescribed in this Article and to be bound by any determination or decision which shall be made in accordance with said procedure.

**Paragraph 17.2.** The grievance shall be in writing and signed by the aggrieved employee on a form furnished by the City and delivered to the Chief of Police with a copy to the Law Department and Personnel Director. The written grievance shall state the available facts concerning the alleged dispute, the provisions of this Agreement allegedly violated and the relief desired by the aggrieved employee. A grievance which is not presented to the office of the personnel administrator as provided in this Paragraph within five (5) working

days after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.

**Paragraph 17.3.** Except as otherwise specifically provided in this Agreement, a grievance as defined in Paragraph 17.1 and otherwise subject to this Agreement shall be processed in accordance with the following grievance procedure:

Within ten (10) working days after the filing of a written grievance, there shall be a discussion of the grievance between the aggrieved employee and the personnel administrator or Chief of Police at which a representative of the Union shall be present. In the event of the absence of the personnel administrator or Chief of Police, the person designated by him shall act in their behalf. With fifteen (15) working days after the conclusion of the discussion as provided in this Step No. 1, the personnel administrator or Chief of Police, or their designated representative, shall advise the aggrieved employee in writing of their decision concerning the grievance."

In the event that the Union or employee wishes to appeal an unsatisfactory decision of the Chief of Police or personnel administrator (or their designated representative) rendered at Step No. 1, the appeal shall be presented in writing on the grievance form to the City Solicitor or his/her designee within five (5) working days following receipt of the Step No. 1 decision. Within ten (10) working days of the presentment of the grievance to the City Solicitor or his/her designee, there shall be a discussion of the grievance between the aggrieved employee and the City Solicitor or his/her designee at which a representative of the Union shall be present. Within fifteen (15) working days of the conclusion of the discussion as provided at this Step No. 2, the City Solicitor or his/her designee shall advise the employee and the Union of his/her decision in writing concerning the grievance.

**Paragraph 17.4.** Two 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 City and the Union, be consolidated and processed as a single grievance provided however, that such procedure shall be subject to all the provisions of this Article.

**Paragraph 17.5.** The City may institute a grievance by an oral or written notice to the Union. Within five (5) days after said notice, the grievance shall be discussed by a representative of the Union and a representative of the City. If within five (5) working days after said discussion the grievance is not settled to the satisfaction of the City, the grievance may be submitted to arbitration by the City in the manner provided in Paragraph 17.6.

**Paragraph 17.6.** A grievance which is not settled after the completion of the grievance procedure prescribed in Paragraph 17.3 may be submitted to arbitration in accordance with the following procedure:

- a. The request for arbitration may be made by the Union or by the City by notification in writing to the other Party within fifteen (15) working days of the City Solicitor's (or his/her designee's) written determination concerning the grievance.
- b. The parties agree that the arbitration demand shall be submitted to the American Arbitration Association, and an arbitrator shall be selected in accordance with their normal process.

The party moving the grievance to arbitration must solicit in writing, with a copy to the other party, the participation of the panel member within seven (7) days of the written notice of intent to arbitrate as referenced in Paragraph "a" above.

If a member of the panel, whose turn it is to serve is not available to hear the case promptly, the member of the panel next in sequence will be contacted and so on, until an arbitrator is selected who can hear the case promptly. Once a member of the panel has been selected and arbitrates a dispute, that arbitrator will then go to the end of the sequence list and the above process will be repeated for any subsequent disputes submitted to arbitration.

- c. The request for arbitration shall state the provisions of this Agreement allegedly violated and shall state the remedy or the relief sought by the Party requesting arbitration.
- d. 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 shall not have any authority to establish salaries or wage rates not to add to, subtract from, modify or otherwise change any of the terms and provisions of this Agreement. The arbitrator may not award back pay or any other form of compensation beginning earlier than ten (10) days prior to the filing of the written grievance as provided in Paragraph 15.2. In disciplinary cases, the arbitrator has the authority to reverse the Employer's decision or reduce the disciplinary action taken, with or without back pay.
- e. The arbitrator shall mail their written decision simultaneously to the City, to the Union and to the aggrieved employee within fifteen (15) days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the City, the Union and the aggrieved employee.
- f. The expense of the arbitrator shall be shared equally by the City and by the Union.

**Paragraph 17.7.** By mutual, agreement in writing between the City and the Union, a grievance otherwise subject to the grievance procedure as provided in Paragraph 17.2 and in Paragraph 17.3 and

otherwise subject to this Agreement may be initiated at Step No. 2 of the grievance procedure as provided in Paragraph 17.3 or directly submitted to arbitration as provided in Paragraph 17.6 A matter referred for disposition in accordance with the procedure provided in this Article shall not be referred to or processed by the City or by the Union before any state or federal agency.

**Paragraph 17.8.** Except where extension of time has been sought and obtained, in the event of the failure by either the City, the Union or an aggrieved employee to comply with the time limitations provided in this Article, the grievance shall be deemed to have been withdrawn or affirmatively accepted, as the case may be. The City, the Union and the employees agree not to unreasonably withhold assent to the request by one of the other Parties for a reasonable extension of the time limitations provided in this Article.

**Paragraph 17.9.** The breach of any of the provisions of Paragraph 5.1 or of Paragraph 5.2 shall, at the option of the City, terminate the obligation of the City to arbitrate a dispute underlying the breach while the breach continues.

## **ARTICLE EIGHTEEN: UNIFORMS**

**Paragraph 18.1.** The City will provide each eligible employee, without cost to the employee, suitable clothing adaptable and appropriate for use during the course of their work as an employee of the City. The uniforms and other special clothing as provided in this Paragraph 18.1 shall at all times be and remain the property of the City and upon the termination of their employment, each employee shall return their uniforms or other special clothing to the City in the same condition as when received, allowing for normal wear. An employee who fails to turn in their uniforms and other special clothing as provided in this Paragraph 18.1 shall be charged with their fair value as determined by the City and a deduction therefore, which is hereby authorized, shall be taken from the employee's final pay check. All matters pertaining to the color, design and style of the uniforms and special clothing as provided in this Paragraph 18.1 shall be determined by the Police Chief. Each employee shall use, launder and maintain their uniform and other special clothing with maximum care and their uniform or other special clothing shall be worn during working hours so that each employee shall present an attractive and neat appearance.

Those members hereinafter required to wear uniforms shall be initially given two (2) sets of said uniforms by the City.

A clothing allowance will be paid to those members required to wear uniforms in the amount of two hundred and twenty-five dollars (\$225) for police dispatchers and one hundred seventy-five dollars (\$175) for all other employees. Effective July 1, 2024, a clothing allowance will be paid to those members required to

wear uniforms in the amount of Three Hundred Dollars (\$300) for police dispatchers and Two Hundred Fifty Dollars (\$250) for the police records clerks. Said amounts shall be divided equally and paid to employees on or about January 1 and July 1 of each year.

The City agrees to furnish members of the Police Department's Records Bureau with two (2) polo style shirts on a yearly basis. Said shirts will be selected by the Police Chief and purchased by the City.

**Paragraph 18.2:** To maintain a productive workplace environment and project a professional image of the City of Holyoke, all employees must dress in an appropriate, respectful manner consistent with their work environment. Employees shall refrain from wearing offensive, profane or substantially disruptive clothing. Employees must also maintain a neat, well-groomed appearance at all times. Department Heads shall have discretion as to the proper level of professional attire required of their employees and may allow, at their discretion, business casual attire on Fridays. Employees who are required to wear uniforms, safety equipment, or other special attire are required to report to work dressed appropriately at all times, unless otherwise authorized, and to use the personal protective equipment provided.

## **ARTICLE NINETEEN: SCOPE OF AGREEMENT**

**Paragraph 19.1.** The Union, the employees and the City acknowledge and agree that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, 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 the right to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understanding and agreements among the Parties concluded during the course of the negotiations are fully stated in this Agreement.

**Paragraph 19.2.** The Union, 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 terms and provisions of this Agreement and that neither the Union 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 Fifteen.

**Paragraph 19.3.** This Agreement constitutes the entire Agreement between the Parties and includes 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 grounds that some matter was not included herein as a result of a mistake or oversight, until reopening, as provided herein, may lawfully be made.

**Paragraph 19.4.** Except as otherwise specifically provided, the provisions of this Agreement shall apply only to employees who are actually working and in the active employ of the City on and after the date of the execution of this Agreement.

**Paragraph 19.5.** 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 Union.

**Paragraph 19.6.** By mutual agreement in writing between the City and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to 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 19.7.** The failure by the City or the Union in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

## **ARTICLE TWENTY: TRAINING**

**Paragraph 20.8. Training.** The Chief may assign any qualified bargaining unit member or other qualified person to perform training for any bargaining unit members.

## **ARTICLE TWENTY-ONE: POLICE CLERKS AND BOOKKEEPERS**

**Paragraph 21.3.** Meal Breaks – Meal breaks shall be one-half (1/2) hour and shall be taken in the station in designated areas.

All Police Clerks and Bookkeepers shall be available to perform duties in emergency situations. The timing of meal breaks shall be subject to the supervisor's approval, shall not be unreasonably withheld, and shall not take place within two (2) hours of schedule start or end of shift.



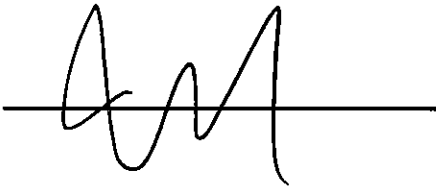
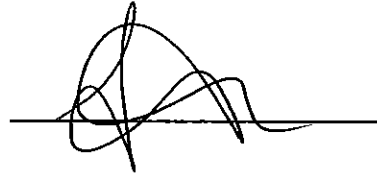
**ARTICLE TWENTY-TWO: DURATION**

**Paragraph 22.1.** Subject to an appropriation by the City Council of the City of Holyoke as provided in Section 7(b) in Chapter 150E of the Massachusetts General Laws, the provisions of this Agreement shall take effect, except as otherwise stated herein, on July 1, 2024 and shall continue in full force and effect until expiring midnight, June 30, 2027.

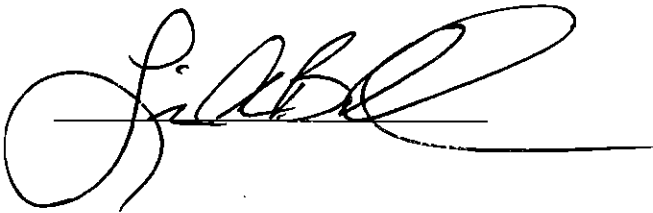
IN WITNESS WHEREOF, the City of Holyoke has caused this Agreement to be executed in its behalf by Joshua Garcia, its duly elected Mayor and NAGE R1-1022 has caused this Agreement to be executed in its behalf by Felicia Cintron, its President, duly authorized, at Holyoke Massachusetts on this 19<sup>th</sup> day of August, 2024.

**CITY OF HOLYOKE**

**NAGE R1-1022**

A handwritten signature in black ink, appearing to be 'J. Garcia', written over a horizontal line.A handwritten signature in black ink, appearing to be 'Felicia Cintron', written over a horizontal line.

**APPROVED AS TO FORM**

A large, stylized handwritten signature in black ink, written over a horizontal line.

**APPENDIX A  
SALARY SCHEDULE**

GRADE	STEP	FY2025
		7/1/24 2.00%
1420	1	23.00
1420	2	23.50
1420	3	24.00
1420	4	24.50
1420	5	25.00
1410	1	21.05
1410	2	21.40
1410	3	21.63
1410	4	21.91
1410	5	22.35
1430	1	30.37
1430	2	30.87
1430	3	31.36
1430	4	31.88
1430	5	32.48

1420 - Emergency Telecommunication Dispatcher  
 1420- Emergency Telecommunication Dispatcher – PT & INT  
 1410 – Police Principal Clerks  
 1430 – Police Bookkeeper

GRADE	STEP	FY2026
		7/1/25 2.00%
1420	1	23.46
1420	2	23.97
1420	3	24.48
1420	4	24.99
1420	5	25.50
1410	1	21.47
1410	2	21.83
1410	3	22.06
1410	4	22.35
1410	5	22.80
1430	1	30.98
1430	2	31.48
1430	3	31.99
1430	4	32.52
1430	5	33.13

1420 - Emergency Telecommunication Dispatcher  
1420- Emergency Telecommunication Dispatcher – PT & INT  
1410 – Police Principal Clerks  
1430 – Police Bookkeeper

GRADE	STEP	FY2027
		7/1/26 2.00%
1420	1	23.93
1420	2	24.45
1420	3	24.97
1420	4	25.49
1420	5	26.01
1410	1	21.90
1410	2	22.26
1410	3	22.50
1410	4	22.80
1410	5	23.26
1430	1	31.60
1430	2	32.11
1430	3	32.63
1430	4	33.17
1430	5	33.79

1420 - Emergency Telecommunication Dispatcher  
1420- Emergency Telecommunication Dispatcher – PT & INT  
1410 – Police Principal Clerks  
1430 – Police Bookkeeper

**APPENDIX B**  
**COMPLAINT POLICY AND PROCEDURE FOR**  
**ADDRESSING PROBLEMS AT WORK**

This Complaint Policy and Procedure applies to all members of the City of Holyoke's bargaining unit represented by N.A.G.E. It exists to ensure that problems or conflicts at work are solved as quickly and as fairly as possible.

If an employee has a problem or conflict with any other employee (or employees) who is a member of the bargaining unit and s/he believes that s/he is unable to sort it out informally, the matter should be immediately referred informally to his or her immediate supervisor/manager (unless the immediate supervisor/manager is the person whom the complaint is against). If the problem cannot be resolved at this "informal" level, then the employee may invoke the Complaint Resolution Procedure ("Procedure") outlined below.

At each stage of the Procedure, there will be at least one (1) meeting to discuss the complaint. At any stage of the Procedure, any additional related complaints may be combined and addressed as one complaint under this Procedure.

**The Procedure**

The complaint(s) should be raised promptly after the incident(s) giving rise to the complaint. In all cases, the employee must detail in writing the specific circumstance or circumstances which constitute the complaint(s), with dates, times, witnesses, etc. as applicable. The Procedure has three (3) stages as outlined below. The results of each stage shall be confirmed in writing.

The stages of the Procedure are as follows:

**Stage 1:**

The complaint(s) should first be raised in writing with the employee's immediate supervisor/manager who should attempt to settle it as soon as possible. S/he will invite the employee to attend a meeting to discuss the matter and will also raise and discuss the issue with the individual whom the complaint(s) is against.

If the complaint(s) is against the immediate supervisor/manager, the matter should instead be promptly raised with the City Solicitor or his/her designee. Whoever deals with the complaint(s) at this stage may be excluded from hearing the matter at any later stage.

**Stage 2:**

If not resolved at Stage 1 then, within ten (10) working days of the Stage 1 meeting, the complaint(s) may be raised by the employee with the City Solicitor or his/her designee. The complaint(s) should be set out in writing, dated and delivered to the City Solicitor or his/her designee. This official will schedule a meeting (or meetings) to take place promptly after the matter was formally raised.

**Stage 3:**

If the complaint(s) is still unresolved after the Stage 2 meeting(s), the employee must promptly notify the City Solicitor (or his or her designee) of this fact after receiving the writing confirming the results of this Stage. Thereafter, the complaint(s) may be referred back to this official for further action or, may be referred, in writing, to a City appointed neutral mediator who, following appointment, will meet with the City and employee(s) as soon as possible in an attempt to resolve the complaint(s).

**NOTE:**

This Complaint Policy and Procedure is not intended to cover a "complaint or a dispute between the City and either an employee or the Union pertaining to the application of or compliance with" the provisions of the Collective Bargaining Agreement between the City of Holyoke and the Union (N.A.G.E.). Such complaints and disputes (labor contract "grievance") **must** instead be processed in accordance with the specific time limits and procedures outlined in the Collective Bargaining Agreement (See Article Fifteen of the Collective Bargaining Agreement).

It is therefore understood that any complaint or dispute processed under this Complaint Policy and Procedure is not subject to the procedures described in the "Adjustment of Grievances" Article (Article Fifteen) of the Collective Bargaining Agreement.

## APPENDIX C

### GENERAL STANDARDS OF CONDUCT AND DISCIPLINE

The following standards of conduct have been established in pursuit of the best interests of the employees, the public and the accomplishment of our public purpose.

#### Less Serious Matters

Certain conduct may be grounds for counseling and warning on the initial occasion: Inattention to duties, rude or discourteous behavior toward the public or co-workers, occasional absenteeism or tardiness and public use of obscene language are typical of this kind of conduct. Repetition of such conduct after warning will be grounds for further and more serious discipline.

#### Serious Misconduct

Certain conduct in and of itself or because of its repetition is so serious that further discipline, without counseling or warning, may be warranted. Examples of such conduct are:

1. Deliberate damage to equipment or City property, or damage resulting from gross negligence.
2. Unjustified failure or refusal to carry out a work assignment.
3. Falsifying information on an employment application, a time record or any other official document or any other form of dishonesty.
4. Insubordinate conduct.
5. Failure to report for work without notice and a legitimate excuse.
6. The use or possession of alcohol, narcotics or firearms during working time.
7. Theft of property of the City or that of another employee.
8. The use of or the threat of violence.
9. Stopping work or leaving the workplace during working hours without the approval of the supervisor.
10. Conduct considered dangerous to the person or property of others.
11. Reporting for work under the influence of alcohol or drugs.
12. Failure to obtain and maintain necessary permits and licenses required for an employee's position with the City.
13. Conduct having a tendency to bring into disrepute or cause severe embarrassment to the City.

The specific conduct described above does not include all of the grounds for discipline or discharge either absent or after a warning. These descriptions are intended as illustrations of the type of conduct which must be

avoided for the good of our employees and the City. Any other material violations of the law or public regulations or conduct usually considered harmful to the person or property of others will be grounds for discipline.

### **Application of Discipline**

City policy with respect to employees follows one of two courses, depending on the nature of the behavior:

1. Aggravated or very serious misconduct should result in immediate indefinite suspension, pending investigation of all the circumstances, with the employee given a specific date and time to report for further conference within several working days later. In the meantime, the City will determine whether to impose a written warning, a suspension, or discharge. Obviously, a warning will be appropriate only where investigation reveals substantial mitigation.
2. Improper conduct of a less serious nature, but which has continued or recurred despite counseling and after one written warning, should, at the time of the next occurrence, result in a suspension. Another such occurrence calling for discipline should result in a further suspension and then, if another such occurrence, termination.

The stages of discipline for successive instances or continuation of unacceptable but not serious misconduct (whether the same or different types of misconduct) are:

1. One oral warning noted in the file.
2. One written warning.
3. Suspension without pay for at least one (1) day.
4. Suspension without pay for at least three (3) but not more than five (5) days.
5. Termination.

### **Absence and Tardiness**

Repeated, unreasonable or chronic tardiness will be a matter for counseling and, if repeated or continued, will result in an oral warning, a written warning, suspensions and, ultimately, termination.

Any unapproved or unjustified absence warrants a written warning against reoccurrence, and discipline if needed. Unreasonable failure by an employee to give prompt notice that he or she will not be able to work scheduled hours is also unacceptable.

Where a pattern of absences appears or where an employee is absent on a day for which attendance has been previously designated as particularly important, or in any circumstances where abuse of the sick leave benefit is reasonably suspected, the City may require the employee to produce appropriate evidence supporting applications for sick leave.



Within a period of one-year, sick leave applications from an employee totaling more than twelve (12) days shall be a matter for administrative concern. If the absenteeism continues, such employee at the discretion of the department head may be counseled. If improvement does not take place, other methods of dealing with the situation will be explored including, but not limited to, the application of progressive discipline.

