

AGREEMENT

between

The City of Holyoke, Massachusetts 

and



**Municipal Employees Union
NAGE Local R1-180
Holyoke, Massachusetts**

June 1, 1014 - June 30, 2017

From Sept start earning
60% of benefits

7 1/4 Vacation

9 days Sick

○ Holidays

○ Personal days

VACATION earned ↑ to 6 mos
SICK earned

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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 the employees in the following units:

UNITS

UNIT NO. 1

All office clerical employees in the City of Holyoke including the Deputy City Treasurer, Deputy Tax Collector, Assistant to the Assessors, Director of Licensing and Deputy Commissioner of Veterans Benefits.

EXCLUDED: Employees in the Mayor's office, employees in the Retirement Board, the clerical employees in the Law Department, all clerical employees in the School Department, the Holyoke Water Works and the Municipal Gas & Electric Department and Police Dispatchers and all other employees of the City of Holyoke.

UNIT NO. 2

All Inspectors and Code Enforcers employed by the City of Holyoke in the Department of Codes and Inspections, and all inspectors and sanitarians in its Board of Health and all inspectors in its Department of Engineering and the Deputy Sealer of Weights and Measures of the City of Holyoke.

EXCLUDED: Director of the Board of Health, City Engineers and the Sealer of Weights and Measures and the Building Commissioner and Office of the City Auditor of the City of Holyoke.

continued employment by the City during the term of this Agreement, pay an agency service fee to the Union, as provided in this Paragraph 2.2.

Paragraph 2.3. 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 2.4. 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

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 2.6. The Union enters into this Agreement on its own behalf and as the collective bargaining representative of the 1 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 or Treasurer, one of whom shall be the President or Vice President, with

- a. leave their work or their work station without the prior knowledge and approval of their supervisor, nor
- b. enter into another department without the prior approval of the supervisor of said department
- c. 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 AND AGENCY FEES

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 AND AGENCY SERVICE FEES 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, the agency service fee 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 or the agency service fee, 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

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 or agency service fees 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 or agency service fees, as the case may be. Unless and until advised in writing by the Union that the amount of its uniform periodic, regular monthly dues or service fees have been changed in accordance with applicable law, the City may conclusively presume that the amount of said monthly dues or service fees is unchanged.

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 or agency service fees 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 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.

days, exclusive of a meal period in any one work week as provided herein, shall constitute the normal work week.

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. Overtime shall be offered by seniority. 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.

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.

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.

Paragraph 10.3. An employee who is requested to work on any of the holidays named in Paragraph 10.1 and who refuses to work on said holiday as requested shall not be entitled to receive the holiday pay provided in this Article unless he presents reasons for not working which are satisfactory to the City.

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	Amount of Paid Vacation
More than one (1) month and less than thirty (30) weeks	One (1) day for each month of actual work subject to a maximum of ten (10) days
Thirty (30) weeks or more and less than five (5) years+	Twelve (12) days
Five (5) years or more and less than ten (10) years	Seventeen (17) days
Ten (10) years or more	Twenty-two (22) days
Twenty (20) years or more	Twenty-seven (27) days
Twenty-five (25) years or more of continuous employment	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 their Supervisor or their Department Head. In scheduling vacations, the City will endeavor to give their consideration to the length of employment within each job

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.*

Any employee hired after 9/20/86 shall be granted fifteen (15) days of sick leave in any calendar year. 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. All other provisions of Article Twelve shall remain in full force and effect.

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 work days 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. Reserved

Paragraph 12.4. 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

Paragraph 12B.DRG5 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 12B.DRG6 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 department head. 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 12B.DRG7 PROJECT CONCERN. As an accommodation to members the City hereby agrees to provide members with the counseling benefits of Project Concern.

Paragraph 12B.DRG8 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 12B.DRG9 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.

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 FOURTEEN: MISCELLANEOUS

Paragraph 14.1. 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 14.2. 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 14.3. 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 14.4. 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

classification to any position or job description for which a substantially similar request was made by the member within the preceding six (6) months.

Paragraph 14.6. Vision and hearing testers shall receive a mileage allowance as provided by City ordinance.

Paragraph 14.7. 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 1st of that year. Part-time employees shall be paid at the same hourly rate as full-time employees.

Paragraph 14.8. Reserved.

Paragraph 14.9. 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 14.10. The employer shall furnish to the Union ten (10) copies of the executed agreement.

Paragraph 14.11. Reserved

Paragraph 14.12. In the event that the Mayor closes City Hall for the day due to an emergency situation, including weather, employees who have used sick, vacation or personal time shall be re-credited that time.

ARTICLE FIFTEEN: ADJUSTMENT OF GRIEVANCES

Paragraph 15.1. 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

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 15.5. 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 15.6.

Paragraph 15.6. A grievance which is not settled after the completion of the grievance procedure prescribed in Paragraph 15.3 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 for the duration of this Agreement to select an arbitrator from the following panel of arbitrators. The selection of an arbitrator shall be on a rotating basis, following the sequence listed:
 1. Tim Bornstein
 2. Mary Ellen Shea
 3. Roberta Golick
 4. Michael Boulanger

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

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 16.1 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 16.1 shall be determined by the City. 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.

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 and purchased by the Management of the Holyoke Police Department.

ARTICLE SEVENTEEN: SCOPE OF AGREEMENT

Paragraph 17.1. 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 17.2. 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

Paragraph 18.3. Overtime. Overtime for dispatchers shall be offered to part-time dispatchers first, then to full-time dispatchers and senior dispatchers by seniority on a rotating basis. No dispatchers/senior dispatchers shall be offered compensatory time in lieu of overtime.

Paragraph 18.4. 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 18.5. City Hall Closures. Dispatchers/senior dispatchers shall not be subject to the provisions of Article 14.12 of the contract concerning the closure of City Hall in an emergency.

Paragraph 18.6. Holidays. The City agrees that a 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


Dispatchers will work on Christmas Day as per current practice.

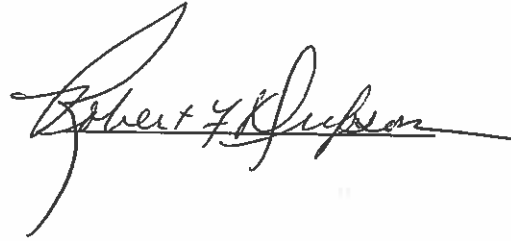
Paragraph 18.7. The holiday pay for each of the holidays provided in this Article shall be paid to each full-time permanent dispatcher and to each temporary dispatcher who has actually worked for the City during the thirty (30) working days immediately preceding the holiday and on their full scheduled 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

IN WITNESS WHEREOF, the City of Holyoke has caused this Agreement to be executed in its behalf by Elaine A. Pluta, its duly elected Mayor and NAGE R1-180 has caused this Agreement to be executed in its behalf by Kevin Hennessy, its President, duly authorized, at Holyoke Massachusetts on this day of , 2014.

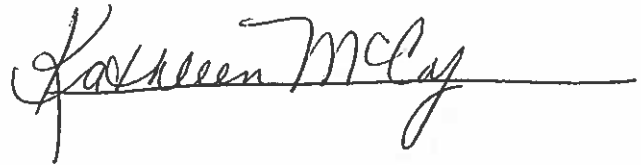
CITY OF HOLYOKE

NAGE R1-180





APPROVED AS TO FORM





UNIT 2

<u>Job Title</u>	<u>Compensatory Grade</u>
Code Enforcement Inspector	S-18
Senior Code Enforcement Inspector	S-20
Sanitarian	S-20
Plumbing and Gas Inspector	S-23
Senior Plumber	TBD
Chief Sanitarian	S-28
Wiring Inspector	S-23
Assistant Health Director	S-33

UNIT 3

<u>Job Title</u>	<u>Compensatory Grade</u>
Police Dispatcher	D-6
Emergency Telecommunication Dispatcher	D-27
Senior Emergency Telecommunication Dispatcher	D-27
Emergency Telecommunication Dispatcher - PT & INT	\$15.02/hr

UNIT 5

<u>Job Title</u>	<u>Compensatory Grade</u>
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No Positions

UNIT 6

<u>Job Title</u>	<u>Compensatory Grade</u>
Building Custodian	C-11
Senior Building Custodian	C-13

EFFECTIVE JANUARY 1, 2016 – DECEMBER 31, 2016

<u>GRADE 1</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
S-1	15.6591	15.7991	15.9490	16.1004	16.2525
S-2	15.8110	15.9490	16.1004	16.2525	16.4025
S-3	15.9617	16.1123	16.2624	16.4258	16.5758
S-4	16.1123	16.2624	16.4258	16.5873	16.7503
S-5	16.2624	16.4258	16.5873	16.7587	16.9318
S-6	16.4138	16.5873	16.7587	16.9440	17.1276
S-7	16.5758	16.7587	16.9440	17.1276	17.3223
S-8	16.7396	16.9318	17.1276	17.3223	17.5164
S-9	16.9318	17.1367	17.3425	17.5279	17.7539
S-10	17.1276	17.3425	17.5591	17.7738	18.0030
S-11	17.3223	17.5294	17.8217	18.0121	18.2503
S-12	17.5164	17.7539	17.9900	18.2503	18.4876
S-13	17.7307	17.9802	18.2287	18.4876	18.7256
S-14	17.9802	18.2287	18.4876	18.7256	19.0071
S-15	18.2287	18.4876	18.7584	19.0282	19.2980
S-16	18.4876	18.7686	19.0484	19.3316	19.6113
S-17	18.7462	19.0389	19.3316	19.6325	19.9345
S-18	19.0170	19.3320	19.6396	19.9460	20.2701
S-19	19.3316	19.6393	19.9453	20.2698	20.6181
S-20	19.6409	19.9546	20.2677	20.5973	20.9521
S-21	19.9560	20.2760	20.5955	20.9318	21.2945
S-22	20.0981	20.4355	20.7653	21.0936	21.4410
S-23	20.2771	20.6041	20.9295	21.2732	21.6432
S-24	20.6045	20.9387	21.2705	21.6200	21.9979
S-25	20.9401	21.2800	21.6179	21.9766	22.3606
S-26 through S-38					
S-26	20.6618	20.9977	21.3339	21.6871	22.0950
S-27	21.0130	21.3546	21.6965	22.0558	22.4706
S-28	21.3702	21.7176	22.0654	22.4305	22.8527
S-29	21.7335	22.0869	22.4406	22.8120	23.2412
S-30	22.1031	22.4623	22.8219	23.1998	23.6361
S-31	22.4788	22.8442	23.2099	23.5941	24.0381
S-32	22.8609	23.2324	23.6045	23.9952	24.4467
S-33	23.2496	23.6274	24.0058	24.4032	24.8622
S-34	23.6448	24.0291	24.4139	24.8181	25.2850
S-35	24.0467	24.4375	24.8288	25.2398	25.7149
S-36	24.4555	24.8531	25.2511	25.6690	26.1519
S-37	24.8711	25.2756	25.6803	26.1055	26.5965
S-38	25.2940	25.7053	26.1168	26.5491	27.0487

*.83 more
5.81 day*

**APPENDIX C
SCHEDULE "C"**

JANUARY 1, 2015 – DECEMBER 31, 2015

<u>GRADE</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
C-1	13.7732	13.8922	14.0196	14.1483	14.2775
C-2	13.9023	14.0196	14.1483	14.2775	14.4048
C-3	14.0302	14.1582	14.2858	14.4247	14.5521
C-4	14.1582	14.2858	14.4247	14.5618	14.7003
C-5	14.2858	14.4247	14.5618	14.7075	14.8544
C-6	14.4145	14.5618	14.7075	14.8646	15.0209
C-7	14.5521	14.7075	14.8646	15.0209	15.1862
C-8	14.6911	14.8544	15.0209	15.1862	15.3511
C-9	14.8544	15.0286	15.2034	15.3608	15.5529
C-10	15.0209	15.2034	15.3873	15.5697	15.7646
C-11	15.1862	15.3620	15.6104	15.7723	15.9745
C-12	15.3511	15.5529	15.7535	15.9745	16.1762
C-13	15.5332	15.7449	15.9563	16.1762	16.3783
C-14	15.7449	15.9563	16.1762	16.3783	16.6175
C-15	15.9563	16.1762	16.4062	16.6354	16.8644
C-16	16.1762	16.4149	16.6527	16.8931	17.1308
C-17	16.3958	16.6445	16.8931	17.1486	17.4054
C-18	16.6257	16.8932	17.1547	17.4151	17.6902
C-19	16.8931	17.1545	17.4145	17.6901	17.9860
C-20	17.1558	17.4224	17.6883	17.9683	18.2698
C-21	17.4237	17.6955	17.9667	18.2525	18.5607
C-22	17.5443	17.8309	18.1113	18.3901	18.6850
C-23	17.6963	17.9743	18.2506	18.5424	18.8570
C-24	17.9745	18.2583	18.5401	18.8371	19.1582
C-25	18.2597	18.5484	18.8354	19.1401	19.4664
C-26	18.5496	18.8436	19.1377	19.4468	19.8038

JANUARY 1, 2017 – JUNE 30, 2017

<u>GRADE</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
C-1	14.6120	14.7382	14.8734	15.0099	15.1470
C-2	14.7490	14.8734	15.0099	15.1470	15.2820
C-3	14.8846	15.0205	15.1558	15.3031	15.4383
C-4	15.0204	15.1558	15.3031	15.4486	15.5956
C-5	15.1558	15.3031	15.4486	15.6031	15.7591
C-6	15.2923	15.4486	15.6031	15.7698	15.9357
C-7	15.4384	15.6031	15.7698	15.9357	16.1111
C-8	15.5858	15.7591	15.9357	16.1111	16.2859
C-9	15.7590	15.9438	16.1293	16.2963	16.5001
C-10	15.9356	16.1293	16.3244	16.5179	16.7246
C-11	16.1111	16.2976	16.5611	16.7328	16.9473
C-12	16.2859	16.5001	16.7129	16.9473	17.1613
C-13	16.4792	16.7037	16.9280	17.1613	17.3758
C-14	16.7037	16.9280	17.1613	17.3758	17.6295
C-15	16.9281	17.1613	17.4053	17.6485	17.8915
C-16	17.1613	17.4146	17.6668	17.9218	18.1740
C-17	17.3943	17.6581	17.9218	18.1930	18.4654
C-18	17.6382	17.9219	18.1994	18.4756	18.7676
C-19	17.9219	18.1992	18.4750	18.7675	19.0814
C-20	18.2006	18.4834	18.7655	19.0626	19.3824
C-21	18.4848	18.7732	19.0609	19.3641	19.6910
C-22	18.6127	18.9168	19.2142	19.5100	19.8230
C-23	18.7740	19.0690	19.3621	19.6717	20.0054
C-24	19.0691	19.3703	19.6692	19.9843	20.3250
C-25	19.3717	19.6780	19.9824	20.3057	20.6519
C-26	19.6793	19.9912	20.3032	20.6311	21.0098

EFFECTIVE JANUARY 1, 2016 – DECEMBER 31, 2016

<u>GRADE</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
D-2	12.0150	12.1579	12.3109	12.4654	12.6205
D-3	12.1701	12.3109	12.4654	12.6205	12.7734
D-4	12.3237	12.4774	12.6304	12.7970	12.9502
D-5	12.4774	12.6304	12.7970	12.9618	13.1279
D-6	12.6304	12.7970	12.9618	13.1367	13.3130
D-7	12.7849	12.9618	13.1367	13.3255	13.5130
D-8	12.9502	13.1367	13.3255	13.5130	13.7114
D-9	13.1171	13.3130	13.5130	13.7114	13.9094
D-10	13.3130	13.5223	13.7322	13.9212	14.1518
D-11	13.5130	13.7322	13.9530	14.1719	14.4057
D-12	13.7114	13.9227	14.2207	14.4151	14.6578
D-13	13.9094	14.1518	14.3925	14.6578	14.8996
D-14	14.1278	14.3826	14.6361	14.8996	15.1426
D-15	14.3826	14.6361	14.8996	15.1426	15.4298
D-16	14.6361	14.8996	15.1760	15.4512	15.7263
D-17	14.8997	15.1865	15.4718	15.7607	16.0459
D-18	15.4395	15.7610	16.0747	16.3871	16.7178
D-19	15.6607	15.9861	16.5640	16.6210	16.9566
D-20	15.7606	16.0745	16.3866	16.7176	17.0728
D-21	16.0760	16.3960	16.7151	17.0517	17.4133
D-22	16.5423	16.8865	17.2231	17.5577	17.9121
D-23	16.7250	17.0587	17.3903	17.7410	18.1184
D-24	17.0592	17.3996	17.7382	18.0946	18.4801
D-25	17.4014	17.7478	18.0923	18.4584	18.8498
D-26	17.7495	18.1023	18.4553	18.8265	19.2549
D-27	18.4938	18.8380	19.1745	19.5091	19.8636

APPENDIX E

EFFECTIVE JANUARY 1, 2015 – DECEMBER 31, 2015

NS-19					
STEP 1		STEP 2		STEP 3	STEP 4
\$42,397		\$42,836		\$43,275	\$43,714
STEP 5		STEP 6		STEP 7	STEP 8
\$44,153		\$44,778		\$45,402	\$46,027

APPENDIX E

EFFECTIVE JANUARY 1, 2016 – DECEMBER 31, 2016

NS-19					
STEP 1		STEP 2		STEP 3	STEP 4
\$43,669		\$44,121		\$44,573	\$45,025
STEP 5		STEP 6		STEP 7	STEP 8
\$45,478		\$46,121		\$46,764	\$47,408

APPENDIX E

EFFECTIVE JANUARY 1, 2017 – JUNE 31, 2017

NS-19					
STEP 1		STEP 2		STEP 3	STEP 4
\$44,979		\$45,445		\$45,910	\$46,376
STEP 5		STEP 6		STEP 7	STEP 8
\$46,842		\$47,505		\$48,167	\$48,830

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 (SEIU, Local 888). 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.

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

