



THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

CHARLES D. BAKER  
GOVERNOR  
KARYN E. POLITO  
LIEUTENANT GOVERNOR  
PHILIP T. ROBERTS  
DIRECTOR

CHARLES F. HURLEY BUILDING  
19 STANIFORD STREET  
1<sup>ST</sup> FLOOR, BOSTON, MA 02114  
PHONE: (617) 626-7132  
FAX: (617) 626-7157  
efite.dlr@mass.gov  
www.mass.gov/dlr

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EMPLOYMENT  
RELATIONS BOARD  
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CHAIR  
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October 29, 2019

Damian J. Cote  
Professional Supervisors Association  
25 Reservation Road  
Holyoke, MA 01040

RE: Petition for Certification by Written Majority Authorization

Dear Mr. Cote:

On September 3, 2019, you filed a petition on behalf of the Professional Supervisors Association (Association) with the Department of Labor Relations (DLR) for certification by written majority authorization pursuant to M.G.L. 150E, Section 4 of the Law (the Law) and DLR Regulations 456 CMR 14.19. In this petition, you request that the DLR certify the Association as the exclusive bargaining representative for certain supervisory and professional employees employed by the City of Holyoke (City). You further acknowledge that the City has previously voluntarily recognized the Association as the exclusive representative, but no written record of the recognition exists.<sup>1</sup>

Please be advised that the DLR is unable to process this petition because no question of representation exists. As you indicate in the petition, the City has recognized the Association as the exclusive bargaining representative for the petitioned-for unit for over 20 years. Further, the Association and the City are parties to a valid collective bargaining agreement, effective July 1, 2015 to June 30, 2018, and a memorandum of agreement amending the collective bargaining agreement, effective July 1, 2018 to June 30, 2021. Absent evidence of a challenge to the Association's representation, there is no apparent controversy

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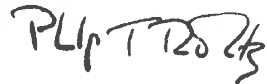
<sup>1</sup> With the petition for certification by written majority authorization, the petitioner included a cover letter, recent legal opinions issued by the City Solicitor for the City, and the most recent collective bargaining agreement and memorandum of agreement executed between the Association and the City.

regarding the representation of the petitioned-for unit that may be resolved through a petition with the DLR.

Further, the DLR must decline to issue a certification for a unit that has been voluntarily recognized. Massachusetts General Law Chapter 150E, Section 4 allows a majority of employees in a bargaining unit to designate an exclusive representative in one of two ways, through a DLR petition for election and certification or by voluntary recognition by a public employer. To issue a certification for a bargaining unit that was previously voluntarily recognized implies that a certification by the DLR carries greater weight than a public employer's voluntary recognition. This inference is contrary to the purpose and application of the Law.<sup>2</sup>

In this regard, I am returning to you the petition for certification by written majority authorization and authorization cards. Thank you for your understanding.

Very truly yours,  
DEPARTMENT OF LABOR RELATIONS



Philip T. Roberts  
Director

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<sup>2</sup> If you are concerned over the lack of documentation of the public employer's voluntary recognition, I draw your attention to the Commonwealth Employment Relations Board's determination in Franklin County Sheriff's Office, explaining that written evidence of voluntary recognition is no longer needed once the parties have negotiated and executed a collective bargaining agreement, "as the very existence of a signed contract demonstrates that the employer has recognized the employee organization as the bargaining unit's exclusive representative for purposes of assisting members with improving terms and conditions of employment." Franklin County Sheriff's Office and National Correctional Employees Union, 36 MLC 125, 138, WMAS-09-1001 (March 5, 2010).

**AGREEMENT**

**between**

**THE CITY OF HOLYOKE, MASSACHUSETTS**

**and**

**THE HOLYOKE PROFESSIONAL SUPERVISOR ASSOCIATION**

**Effective: July 1, 2018**  
**Expires: June 30, 2021**

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THIS AGREEMENT is made between the CITY OF HOLYOKE (hereinafter referred to as the "City") and the HOLYOKE PROFESSIONAL SUPERVISOR ASSOCIATION (hereinafter referred to as the "Association"). The Agreement has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement as to set forth herein the basic agreement covering rates of pay and other conditions of employment to be observed by the parties hereto. All conditions of employment not specifically covered by the terms of this Agreement shall remain in effect in the same manner as existed prior to this Agreement.

## ARTICLE I RECOGNITION

1. To the extent authorized by law, the Association is recognized as the sole exclusive representative of the professional employees, as identified in the following units and as described in "Exhibit A" in all matters relating to rates of pay and other conditions and benefits of employment. "Exhibit A" listing the positions by title and department is included as part of this Agreement.

### Unit A — Department Heads

- Director of Parks and Recreation
- Conservation and Sustainability Director
- Director Council on Aging
- Director Wistariahurst
- Veteran Services Commissioner
- Building Commissioner
- Chief Procurement Officer
- Director of Public Health

### Unit B — Professionals

- Safety Officer
- Assistant Director of Planning
- Senior Civil Engineer
- Planner I
- Senior Project Manager
- Planner II
- Development Specialist
- Assistant Director of Economic Development
- Recreation Coordinator
- City Historian
- Sealer of Weights and Measures
- Assistant Director of Council on Aging
- Animal Control Officer
- Assistant Building Commissioner
- Assistant Superintendent/City Engineer
- Property Maintenance and Demolition supervisor

2. The City will not aid, promote or finance any group or organization which purports to engage in or make any agreement with such group or individual for the purpose of undermining the Association or changing any condition in this Agreement.
3. The positions designated in Unit A as Department Heads are subject to appointment in the following manner:

Director of Parks & Recreation – Appointing for a term of five (5) years by the Parks and Recreation Commission, subject to confirmation by the City Council;  
 Conservation Director – Appointed for a term of five (5) years by the Conservation Commission;  
 Director of Council on Aging – Appointed for a term of five (5) years by the Mayor;  
 Director of Wistariahurst – Appointed for a term of five (5) years by the Mayor;  
 Veterans Services Commissioner – Appointed for a term of one (1) year by the Mayor, subject to confirmation by the City Council;  
 Building Commissioner – Appointed for a term of 3 years by the Mayor.  
 Chief Procurement Officer – Appointed for an initial term of three (3) years, and subsequent terms of four (4) years, by the Mayor, subject to confirmation by the City Council;  
 Director of Public Health – Appointed for a term of five (5) years by the Board of Health.

The method of appointment and term of years designated in this section shall not serve as a promise of appointment or employment, re-appointment or continued employment. The City retains all authority of appointment, including but not limited to the authority to hire, promote, transfer, assign employees, suspend, demote, discharge, or otherwise remove employees for lack of work.

## ARTICLE II HOLIDAYS

1. In the manner and to the extent provided in this Article II, each full-time employee who qualifies under the Association shall receive regular pay for the following holidays on Monday through Friday:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas Day	

2. Each paid holiday as provided in this Article II will be observed on the day prescribed, if any, in applicable Federal or State statutes. When a paid holiday as provided in this Article II falls on a Saturday, the preceding Friday will be considered the paid holiday. Similarly, when a paid holiday falls on Sunday, the following Monday will be considered the paid holiday.

3. Four (4) personal days per calendar year may be taken by any permanent, full-time member of the Association.

**ARTICLE III  
VACATIONS**

1. In the manner and to the extent provided in this Article III, each eligible employee covered by the Agreement shall be entitled to a vacation with pay determined by the length of his/her continuous employment by the Department 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	Two (2) weeks
Five (5) years or more and less than ten (10) years	Three (3) weeks
Ten (10) years or more	Four (4) weeks
Twenty (20) year or more	Five (5) weeks
Twenty-five (25) years of continuous employment with the City of Holyoke	Six (6) weeks

2. The amount of paid vacation in any calendar year for an employee who has worked for the Department for less than one (1) year shall be determined by the length of his/her continuous work in the employ of the Department 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 Department for one (1) year or more shall be determined by the length of his/her continuous employment on his/her employment anniversary.
3. The vacation pay for each eligible employee as provided in this Article III shall be computed on the basis of his/her normal work week at his/her straight-time hourly wage rate or weekly salary for the last pay period in which he/she worked a full normal work week at his/her straight-time hourly wage rate or weekly salary for the last pay period in which he/she worked a full normal work week immediately preceding the beginning of

his/her vacation period. The vacation with pay for an eligible full-time permanent employee who during the fifty-two (52) week period immediately preceding his/her 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 Department on his/her vacation eligibility date and at the beginning of said fifty-two (52) week period.

4. The employee may receive vacation pay in lieu of 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. If there is a request for vacation pay in lieu of vacation with pay, said request shall be submitted to the Department Head by November 1<sup>st</sup> of the calendar year in which the vacation days were accrued. The vacation with pay or the equivalent vacation pay as provided in this Article III 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.
5. Vacation accrual may be taken in increments of no less than one-half (Y2) day, up to the amount accrued.
6. At the discretion of the member's appointing authority, members may carry over a maximum of one (1) week (five [5] days) unused vacation into the next calendar year, provided that he/she use that accrued time no later than June 30<sup>th</sup> of the carryover year.
7. In the year of separation from employment by dismissal through no fault or delinquency on the part of the employee, or by retirement or resignation, an employee's vacation leave shall be accrued bi-weekly at the end of each pay period, the amount of which shall be determined by the employee's amount of paid vacation pursuant to Section 1 of this Article, divided by twenty-six (26). Upon separation, the employee shall only be paid for any accrued but unused vacation time in the year of separation, in addition to any accrued but unused time carried over pursuant to Section 6 of this Article. If an employee has used vacation time in excess of that which is accrued pursuant to this section, the equivalent of such vacation time in the form of straight pay shall be deducted from the employee's final paycheck.
8. The City, in its sole discretion as hiring authority, may credit an employee-candidate's relevant aggregate employment experience when calculating "Amount of Paid Vacation" under this Article and subject to the following procedure:
  - a. Relevant aggregate employment shall mean cumulative years of continuous employment with no more than three (3) prior positions deemed relevant to the scope of proposed employment with the City as determined by the Personnel Administrator.
  - b. Prior to crediting duration of prior employment or prior vacation allotment, the City shall obtain verification of length of continuous from the employee-candidate's prior employer.
  - c. In no event shall an employee-candidate receive greater than four (4) weeks vacation upon hire.



- d. Subject to a maximum annual vacation allotment of five (5) weeks, an employee granted a vacation allotment benefit under this section shall be entitled to one (1) additional week of vacation allotment upon reaching five (5) years of continuous employment and one (1) additional week of vacation allotment upon reaching ten (10) years of continuous employment.
- e. No employee shall be entitled to six (6) weeks of vacation allotment unless said employee has accumulated twenty-five years of service with the City of Holyoke.

#### **ARTICLE IV SICK LEAVE AND SHORT-TERM DISABILITY**

Full-time employees shall receive five (5) sick days per calendar year. Part-time employees who are eligible for sick time shall receive a prorated portion of the five (5) days based on the number of hours worked. Unused sick days, or any portion thereof, are paid at the end of the calendar year one-for-one, within 30 days following the end of said calendar year. New employees to the bargaining unit become eligible for short-term disability coverage on the first day of the month following the employee's date of hire and shall receive prorated portion of the five (5) sick days based on start date and where it falls in a given calendar year.

Full-time bargaining unit employees are covered by a short-term disability insurance plan (STD) designed to cover employees while out of work for non-work related injury or illness. The City pays the full cost of the STD benefit, which provides a percentage of an employee's earnings while on STD. The terms, conditions and benefits of the STD are governed by the summary plan description. The union shall be notified of any changes to the summary plan description. Employees are permitted to use any accrued paid time off to supplement his/her earnings up to 100% of his or her salary while on leave.

#### **ARTICLE V FUNERAL LEAVE**

1. An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.
2. In addition to bereavement leave, an employee may, with his or her supervisor's approval, use any available vacation for additional approved time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.
3. Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials.

4. Paid bereavement leave will be granted according to the following schedule:
  - a. Employees are allowed up to five consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, or an adult who stood in loco parentis to the employee during childhood.
  - b. Employees are allowed one day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.
  - c. Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the company.

**ARTICLE VI  
LONGEVITY**

1. In the manner and to the extent provided in this Article VI, each employee who has actually and continuously worked for the City for the accumulated periods of time as provided in this Article and who is actually working for the City on his/her employment anniversary shall receive annual longevity pay in accordance with the following schedule:

LENGTH OF CONTINUOUS EMPLOYMENT	ANNUAL LONGEVITY PAY
Ten (10) years and less than fifteen (15) years	\$800
Fifteen (15) years and less than twenty (20) years	\$900
Twenty (20) years and less than twenty-five (25) years	\$1050
Twenty-five (25) years or more	\$1,200

2. The longevity pay in each calendar year as provided in this Article VI shall be paid to each eligible employee within thirty (30) days following his/her employment anniversary.

**ARTICLE VII  
COST OF LIVING ADJUSTMENT**

Basic Wage Increase:

1. The parties agree to the following cost of living adjustments to the base rate of pay:
  - FY 19 Effective July 1, 2018 -1.0 %
  - FY 20 Effective July 1, 2019 -1.5 %
  - FY 21 Effective July 1, 2020 -2.0 %
2. All members shall be eligible for performance pay in accordance with Article VIII contained herein.
3. Any retroactive wage increase will only be applicable to those employees who worked during the particular year and who continue to be employed by the City of Holyoke (or who worked during any period of retroactivity but retired prior to) the date the Agreement is executed.
4. Employees who serve in an acting capacity as designated by the Mayor and/or the Mayor's designee, will receive the full pay and benefits as budgeted for the position in that fiscal year for the position which they are filling.

**ARTICLE VIII  
PERFORMANCE-BASED PAY SYSTEM**

1. The Mayor will have sole authority to create and implement a performance-based evaluation system. All bargaining unit employees will participate in this performance evaluation system.
2. Each bargaining unit member will have an initial meeting with his/her immediate superior(s) and his/her appointing authority to set goals and objectives.
3. There will be a mid-year review with his/her immediate superior(s) to provide feedback regarding the progress made by the employee and to provide further direction.
4. A year-end performance review for department heads will be conducted by the Mayor with the advice of the employee's immediate superior(s). Non-department heads will receive a year-end performance review conducted by the individual's supervisor. The Unit member who is a non-department head may appeal the review to the Mayor; however, the Mayor is under no obligation to meet with either the supervisor or the non-department head unit member. Performance Appraisal documents to be used are attached (Attachment B). The Mayor retains the right to make necessary modifications to the document and the process as time goes on. If the Mayor makes substantive changes to the document or process, he will afford the Association the opportunity to meet and discuss the changes prior to implementing them. Employees who, in the judgment of both their immediate superior(s) and the Mayor, demonstrate that they have met or exceeded expectations under this evaluation system, are eligible for performance-based pay increases for the succeeding year. Performance evaluations will be completed

on or about May 1<sup>st</sup> of each year. The Mayor will submit for funding, as necessary, increases for members of the bargaining unit he has approved for a performance pay increase within sixty (60) days of the close of the evaluation period. It is understood that any such increase is subject to appropriation.

5. Employees covered by this agreement shall be eligible for performance based pay in accordance with an annual performance based evaluation system created and implemented by the Mayor by March 1, 2016. The authority to award performance based pay shall be in the discretion of the Mayor.

#### **ARTICLE IX MEDICAL INSURANCE**

The City agrees that it will pay at least fifty percent (50%) of the cost of medical insurance for such medical insurance coverage as is currently provided to all municipal employees or such successor medical insurance coverage as may be implemented for said employees.

#### **ARTICLE X LIFE INSURANCE**

The City agrees that it will continue to offer the existing life insurance policies or better as offered through Fiscal 1990.

#### **ARTICLE XI PROBATIONARY PERIOD**

Upon entering this bargaining unit, a new employee, with less than one year of service with the City, will serve a probationary period of one (1) calendar year or one thousand, two hundred eighty (1,280) hours of actual work, whichever is greater. During the probationary period, the employee serves at will and his/her employment can be terminated at any time without recourse under this Agreement. Persons promoted from a Unit B position in the bargaining unit to a Unit A position in the bargaining unit must complete six (6) months or six hundred forty hours (640) of actual work, whichever is greater, probationary period in their new position.

#### **ARTICLE XII MANAGEMENT'S RIGHTS**

1. The Employer reserves and retains solely and exclusively all of its common law, statutory and inherent rights as such rights existed prior to the execution of this or any previous Agreements with this or any other Association, except as expressly limited by the specific provisions of this Agreement.

2. Except to the extent specifically abridged by this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and shall have without interference, control and supervision of the employees in the bargaining unit. The Employer reserves and retains all powers, authority and prerogatives, including, but not necessarily limited to, the right to direct employees of the City to hire, promote, transfer, assign employees to positions within the City, to suspend, demote, discharge or take other disciplinary action against employees for just cause (for permanent Civil Service positions only) and to relieve employees from duties because of lack of work or other legitimate reason; to determine the mission of the City, its budget, its organization, the number and classification of employees to be utilized by the City, the technology of the City and its internal security practices, to determine the types of operations, methods and processes to be employed, to discontinue processes or operations, or to discontinue their performance by employees covered by this Agreement, to establish and change work schedules and assignments and otherwise to take measures as the Employer may determine to be necessary for orderly and efficient operations.
3. Any dispute, complaint or controversy with respect to inherent Employer rights and those specifically set out herein shall not be subject to the Grievance and Arbitration provisions of this Agreement or impairment by an arbitration award under this Agreement.

### **ARTICLE XIII PROFESSIONAL EXCELLENCE**

Delivery of services to the public in the most efficient, effective and productive manner is of paramount importance to the Employer, the Association and its members. Such achievement is recognized to be a goal of all the parties as they perform their respective roles and meet their responsibilities.

### **ARTICLE XIV NO STRIKE CLAUSE**

1. The Association 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, sitdown, 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 Association 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 Association.

2. The Association agrees that it will not ratify, condone or lend support to any violation of Section 1 above 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 Section One above shall be subject to disciplinary action, up to and including reprimand, suspension and discharge.
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 Section 1; the Association shall promptly, forthwith and without delay:
  - a. Publicly disavow such action by the employee or employees;
  - b. Advise the City, in writing, that such action by the employee or employees has not been called or sanctioned by the Association;
  - c. Notify the employee or employees, in writing, of the disapproval of such action by the Association and instruct such employee or employees to cease such action, to return to work immediately, and to comply promptly with the provisions of this Article; and
  - d. Notify all members that the Association disapproves such action by the employee or employees and instructing the employee or employees to cease such action, to return to work immediately and to comply promptly with the provisions of this Article.

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

4. In the event that any employee or employees engage or participate in any of the prohibited conduct described in Section I, 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. The Association 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.

**ARTICLE XV  
REPORTING REQUIREMENTS**

In addition to any other reporting requirement any bargaining unit member may have, the bargaining unit members shall report to the Mayor or his designee as requested to discuss goals and objectives, to receive input and direction and to deal with such other matters as the Mayor may deem beneficial to the City of Holyoke.

**ARTICLE XVI  
CONSTRUCTION**

1. This Agreement shall be construed as a whole, and no provision shall be construed to be paramount to any other provisions hereof which may be claimed to be in conflict with it, but all parts of this Agreement shall be construed to be of equal importance.
2. This Agreement incorporates the entire understanding of the parties all issued which were or could have been the subject of negotiation.
3. If any provisions of this Agreement should become invalid hereinafter by reason of any change or interpretation of law which is applicable thereto, and provided that such change or interpretation is effective to change this Agreement without violation of the obligation of contract, then this Agreement shall be modified only to such extent as is required by such law and shall otherwise be and remain in full force and effect.

By mutual consent of the parties hereto, the provisions of Massachusetts General Laws Chapter 150E insofar as it may apply, shall be applicable to the terms of the Agreement. The terms and conditions contained herein shall continue in effect for the current employees covered by this Agreement until such time as a successor Agreement is executed.

**ARTICLE XVII  
GRIEVANCE PROCEDURE**

1. Purpose. It will be the purpose of this clause to secure the resolution of grievances at the lowest possible step and to avoid labor disputes.
2. A grievance shall be defined as a claim by the Association that the City has breached, misapplied or misinterpreted this Collective Bargaining Agreement so as to cause a monetary loss or specific professional disadvantage and limited to these circumstances. Such claims shall be resolved by this procedure. It is understood the Association may file and process a grievance on behalf of an employee or any group of employees. The parties agree that two (2) or more separate concurrent grievances involving the same matter or

question and which affects a group of class members may, but mutual agreement and in writing between the Mayor or his/her designee and an Association Representative, be consolidated and processed as a single grievance.

3. Any grievance shall be waived if not filed within twenty (20) days of the event that caused the grievance. A grievance shall be waived as well by filing any legal action or administrative proceeding (including before the Civil Service Commission, State Labor Relations Commission, MCAD or EEOC) which involves the same facts or portion of the facts involved in the grievance.
4. All days described herein are working days unless otherwise specified. All time limits are maximum and shall be extended only in writing between the parties. The failure to follow any time limit herein shall be a waiver of the grievance. A waiver shall render a grievance null and void and withdrawn from arbitration.
5. STEP I: Within twenty (20) calendar days of the event, the employee and/or the Association shall file a written grievance with the employee's Appointing Authority or, if the Appointing Authority is the Mayor, with the Personnel Director. Within twenty (20) calendar days after the filing of the grievance, the Appointing Authority or Personnel Director shall meet with the employee and/or an Association Representative in an attempt to resolve the grievance. Within ten (10) calendar days of such discussion, the Appointing Authority or Personnel Director shall deliver a written decision regarding the grievance to the employee and/or the Association. If the Appointing Authority's or Personnel Director's decision is unsatisfactory to the employee and/or the Association or no decision is received within ten (10) calendar days of the meeting, the employee and/or the Association may submit the grievance in accordance with Step II.
6. STEP II: Within fifteen (15) calendar days of either receipt of the decision at Step I or the date such decision was due, the employee and/or the Association shall file the grievance with the Mayor or his/her designated representative. The Mayor or his/her designee shall meet with the employee and/or the Association's Representative within ten (10) days to attempt to resolve the matter. The Mayor or his designee shall respond to the grievance within ten (10) calendar days of the meeting. If the Mayor's or his/her designee's decision is unsatisfactory to the Association or no answer is received within ten (10) calendar days of the meeting, the grievance may be processed at Step HI.
7. STEP III: Within twenty (20) calendar days of either receipt of such decision at Step II, or the date such notice was due, the Association shall file a demand for arbitration with the American Arbitration Association. The parties agree that they shall abide by the rules of the American Arbitration Association for the selection and appointment of an arbitrator. The Arbitrator shall hold a hearing in accordance with the time limits set forth in the rules and regulations of the American Arbitration Association. The decision of the Arbitrator shall be binding and final on the parties. All costs of arbitration shall be borne equally by the parties.



**ARTICLE XVIII**  
**NON-DISCRIMINATION CLAUSE**

1. 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 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, gender, sexual orientation, 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.
  
2. 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:
  - a. 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;
  - b. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.
  
3. Employees who have been subject to or have information about an incident or incidents of sexual harassment must report same in writing immediately in accordance with the Employer's written sexual harassment policy. A grievance alleging a violation of this Article or other unlawful discrimination shall be filed initially at Step II of the Grievance Procedure. Such action must be brought in writing within twenty (20) working days from the alleged act or occurrence.
  
4. Arbitration Waiver. If a matter is presented to any federal or state commission/agency, then the party so presenting waives their right to arbitrate the matter.

**ARTICLE XIX  
CONTINUITY OF SERVICE**

1. An employee who is laid off due to lack of work and/or lack of funds and is subsequently rehired by the City shall not forfeit his/her seniority and length of continuous employment for purposes of calculating vacation, longevity, sick leave, personal days and all other applicable City benefits.
2. Employees who have been laid off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years. The recall period shall commence on the first calendar day after the last day which the employee worked.
3. During the recall period, employees shall be notified by certified mail to their last address of record, and will have fifteen (15) calendar days to accept or reject such position by certified mail and will be given preference for positions as they develop in inverse order of their respective layoff and all benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

**ARTICLE XX  
SUSPICION-BASED DRUG TESTING**

1. Reasonable Suspicion. Reasonable suspicion testing shall be administered when the Employer observes conduct indicating that an employee is under the influence of drugs or alcohol, or the Employer has reason to believe that an employee is in violation of this policy. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Objective factors to be considered in evaluating an employee include, but are not limited to, the following:
  - a. Balance (sure/unsure/questionable);
  - b. Walking (steady/unsteady/questionable);
  - c. Speech (clear/slurred/questionable);
  - d. Attitude (cooperative/uncooperative/questionable);
  - e. Eyes (clear/bloodshot/questionable);
  - f. Odor of alcohol (none/strong/questionable); and
  - g. Driving behavior
2. All testing by the City shall be conducted by the Occupational Health Service of Holyoke Medical Center and shall be paid for by the City. A member so tested may submit the results of another test arranged by the member and conducted within forty-eight (48) hours by the Occupational Health Service or another certified facility. The results of both tests will be given equal weight in consideration of the matter by a determining authority. At the time any such test is provided, the

employee shall be informed of the test(s) to be performed and a description of the testing procedure. Upon receipt by the City, a copy of the test results shall be given to the employee and the Union President. Article XX will not be implemented until there is a Citywide policy concerning suspicion-based drug testing.

3. The City agrees to notify and provide the Association with an opportunity to impact bargain prior to implementation of a citywide policy concerning suspicion-based drug policy.

#### **ARTICLE XXI DURATION**

This Agreement shall be effective on July 1, 2018 and shall be in effect through June 30, 2021, as agreed upon by both parties.

Either party desiring to enter into a successor Agreement upon expiration of this Agreement may notify the other party in writing no earlier than December 1, 2020 of their desire to commence collective bargaining negotiations for a successor Agreement. Both parties shall be bound by this Agreement until such time as a successor Agreement is executed.


IN WITNESS WHEREOF, on this 15<sup>th</sup> of January, 2019, the City of Holyoke has caused its corporate seal to be hereto affixed in its name and behalf by the Mayor, Alex B. Morse, and the Holyoke Professional Supervisors Association of said Association.

CITY OF HOLYOKE:

HOLYOKE PROFESSIONAL  
SUPERVISOR ASSOCIATION



\_\_\_\_\_  
Alex B. Morse, Mayor



\_\_\_\_\_  
President of Association

APPROVED AS TO FORM:



\_\_\_\_\_  
Gina Marie Paro, Assistant City Solicitor

**EXHIBIT "A"**

EXHIBIT "A"

updated  
1/14/19

**CLASSIFICATION & COMPENSATION PLAN**  
**Professional Supervisors Association**  
 (effective July 1, 2018)

	Min	Mid	Max
<b>GRADE 6</b>	\$34,677.50	\$42,137.77	\$49,578.45
Safety Inspector Animal Control Officer			
<b>GRADE 7</b>	\$38,143.30	\$44,369.97	\$50,577.06
<b>GRADE 8</b>	\$41,961.54	\$48,814.79	\$55,648.48
Assistant Director of Parks & Recreation Scaler of Weights & Measures Planner I Development Specialist			
<b>GRADE 9</b>	\$46,151.82	\$54,238.67	\$62,305.93
Assistant Director of Council on Aging Curator & City Historian Senior Civil Engineer Planner II Senior Project Manager Assistant Building Commissioner			
<b>GRADE 10</b>	\$50,772.87	\$60,289.11	\$69,785.78
Director of Wistariahurst Museum Conservation and Sustainability Director Veterans Services Commissioner Property Maintenance and Demolition Supervisor			
<b>GRADE 11</b>	\$55,844.28	\$67,005.31	\$78,166.33
Assistant Director of Planning Assistant Director of Economic Development			
<b>GRADE 12</b>	\$61,424.80	\$74,485.16	\$87,545.52
Building Commissioner Director of Council on Aging Director of Parks and Recreation Chief Procurement Officer			
<b>GRADE 13</b>	\$67,573.15	\$79,752.38	\$91,931.60
Assistant Superintendent/City Engineer Director of Public Health			

**CLASSIFICATION & COMPENSATION PLAN**  
**Professional Supervisors Association**  
**(Effective July 1, 2019)**

	Min	Mid	Max
<b>GRADE 6</b>	\$35,197.66	\$42,769.83	\$50,322.12
Safety Inspector Animal Control Officer			
<b>GRADE 7</b>	\$38,715.45	\$45,035.52	\$51,335.72
<b>GRADE 8</b>	\$42,590.96	\$49,547.02	\$56,483.20
Assistant Director of Parks & Recreation Sealer of Weights & Measures Planner I Development Specialist			
<b>GRADE 9</b>	\$46,844.10	\$55,052.25	\$63,240.52
Assistant Director of Council on Aging Curator & City Historian Senior Civil Engineer Planner II Senior Project Manager Assistant Building Commissioner			
<b>GRADE 10</b>	\$51,534.46	\$61,193.45	\$70,832.56
Director of Wistariahurst Museum Conservation and Sustainability Director Veterans Services Commissioner Property Maintenance and Demolition Supervisor			
<b>GRADE 11</b>	\$56,681.95	\$68,010.39	\$79,338.83
Assistant Director of Planning Assistant Director of Economic Development			
<b>GRADE 12</b>	\$62,346.17	\$75,602.43	\$88,858.70
Building Commissioner Director of Council on Aging Director of Parks and Recreation Chief Procurement Officer			
<b>GRADE 13</b>	\$68,586.75	\$80,948.66	\$93,310.58

Assistant Superintendent/City Engineer  
 Director of Public Health

**CLASSIFICATION & COMPENSATION PLAN**  
**Professional Supervisors Association**  
 (Effective July 1, 2020)

	Min	Mid	Max
<b>GRADE 6</b>	\$35,901.62	\$43,625.23	\$51,328.56
Safety Inspector Animal Control Officer			
<b>GRADE 7</b>	\$39,489.75	\$45,936.23	\$52,362.43
<b>GRADE 8</b>			
<b>GRADE 8</b>	\$43,442.78	\$50,537.96	\$57,612.87
Assistant Director of Parks & Recreation Sealer of Weights & Measures Planner I Development Specialist			
<b>GRADE 9</b>	\$47,780.98	\$56,153.29	\$64,505.33
Assistant Director of Council on Aging Curator & City Historian Senior Civil Engineer Planner II Senior Project Manager Assistant Building Commissioner			
<b>GRADE 10</b>	\$52,565.15	\$62,417.32	\$72,249.22
Director of Wistariahurst Museum Conservation and Sustainability Director Veterans Services Commissioner Property Maintenance and Demolition Supervisor			
<b>GRADE 11</b>	\$57,815.59	\$69,370.60	\$80,925.61
Assistant Director of Planning Assistant Director of Economic Development			
<b>GRADE 12</b>	\$63,593.09	\$77,114.48	\$90,635.87
Building Commissioner Director of Council on Aging Director of Parks and Recreation Chief Procurement Officer			



<b>GRADE 13</b>	\$69,958.48	\$82,567.64	\$95,176.79
Assistant Superintendent/City Engineer Director of Public Health			

EXHIBIT "B"

EXHIBIT B

**CITY OF HOLYOKE**  
**PERFORMANCE EVALUATION SYSTEM**  
**FOR SUPERVISORY AND PROFESSIONAL**  
**EMPLOYEES**



**CITY OF HOLYOKE**

**PERFORMANCE EVALUATION SYSTEM  
FOR SUPERVISORY AND PROFESSIONAL  
EMPLOYEES**



## EXHIBIT B

### **GUIDELINES FOR USING THE PERFORMANCE EVALUATION SYSTEM FOR SUPERVISORY AND PROFESSIONAL EMPLOYEES**

#### **I. Introduction**

Effective performance feedback is critical to the success of the City of Holyoke and to the individual employee. A strong performance communication process:

- Helps employee improve what they do and how they do it, enabling them to give greater support to the goals of their department and of the City of Holyoke;
- Fosters an environment of continuous feedback and professional growth;
- Creates a shared understanding of the skills and abilities necessary to be a successful supervisor;
- Provides supervisors with an action plan to develop the skills and behaviors that will ensure their success and the success of their unit.

There are many reasons for implementing a system to evaluate supervisory / professional employee performance. The following three are common reasons for performance evaluation of such employees:

- To ensure that both the employee and his or her evaluator have a clear understanding of what is expected in terms of job performance, what standards or objectives are to be pursued and how they relate to the professional's particular job.
- To encourage a dialogue between the two parties about the employee's overall performance pattern. The purpose of the dialogue is to allow for the direct recognition of achievements and strengths, as well as the identification of areas needing improvement.
- To serve as a mechanism for discussing the supervisor's career growth potential and for planning professional development activities that advance his/her career goals. Appraisal may also be factored into other personnel decisions.

The evaluation process provides a system for the comprehensive and ongoing communication of expectations and instruction, not simply the completion of a form.

The Mayor or her designee shall be responsible for all Department Head (Unit A) evaluations. Individual Department Heads shall be responsible for Professional Employee (Unit B) evaluations.

#### **II. How Often Should an Evaluation Take Place?**

Performance evaluation works best when it is an ongoing process and when the evaluator frequently meets, both formally and informally, with the supervisor to discuss progress from both perspectives. Regular informal communication is strongly recommended.

The system requires three (3) formal sessions:

- (1) A meeting at the beginning of the appraisal year to review the evaluation criteria and to establish what is expected in terms of performance, specifically to set five (5) key responsibilities or goals for the year.
- (2) A midyear review to assess and measure progress for the first six (6) months against the established criteria.
- (3) An annual review to appraise the supervisor's overall performance for the full appraisal year and to discuss any plans for future development needs. This meeting will usually lead to the first formal session to establish goals for the next appraisal year.

#### **III Performance Planning Process**