

**AGREEMENT**  
**between**  
**THE CITY OF HOLYOKE, MASSACHUSETTS**  
**and**  
**MUNICIPAL EMPLOYEES UNION**  
**NAGE LOCAL R1-180**  
**HOLYOKE, MASSACHUSETTS**

**JULY 1, 2020 - JUNE 30, 2022**

SIGNED:

EXPIRES: June 30, 2022

## INDEX

<u>Name of Article</u>	<u>Article</u>	<u>Page</u>
Adjustment of Grievances	15	.28
Agreement		...3
Alcohol Testing	12C	.25
Appendix A: Schedule of Classifications		..37
Appendix B: Salary Schedule "S"		..40
Appendix C: Salary Schedule "C"		..42
Appendix D: Salary Schedule "D"		..44
Appendix E: Salary Schedule "NS"		..46
Appendix F: Salary Schedule "W".....		46
Appendix G: Complaint Policy and Procedure for Addressing Problems at Work		..47
Appendix H: General Standards of Conduct and Discipline		.....49
Bereavement	13.....	25
Checkoff of Union Dues and Agency Fees.....	4.....	10
Continuity of Operations.....	5.....	13
Drug Testing.....	12B.....	23
Duration	19.....	35
Holidays	10.....	18
Hours and Overtime.....	7.....	14
Longevity.....	9.....	18
Miscellaneous.....	14.....	26
Police Dispatchers.....	18.....	33
Preamble	1.....	3
Probationary Period	6	...14
Scope of Agreement	17	...32
Sick Leave	12	...21
Uniforms	16	...31
Union Recognition	2	....4
Union Representatives	3	....8
Vacations	11	....20
Wages	8	....17
Witnesseth.....		3

## **AGREEMENT**

THIS AGREEMENT made and entered into at Holyoke, Massachusetts by and between the City of Holyoke, Massachusetts, hereinafter designated and referred to as the City and the Municipal Employees Union, NAGE R1-180 located at Holyoke, Massachusetts, hereinafter designated and referred to as the Union which is an employee organization acting as the agent of the employees in the bargaining unit described in Paragraph 2.1 of this Agreement, hereinafter designated and referred to as the employees.

## **WITNESSETH**

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

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

## **ARTICLE ONE: PREAMBLE**

**Paragraph 1.1.** Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the community and the National interest and that the legitimate and mutual interests of the employees and the residents of the City of Holyoke and directly related to the quality and efficiency of the facilities operated and the services provided by the City, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the City, the Union and the employees, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation of the rights and benefits of the employees as described in this Agreement, to provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure to continuity of the operation, facilities and services under the jurisdiction of the City.

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

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

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

## **ARTICLE TWO: UNION RECOGNITION**

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

### **UNIT NO. 3**

All Police Dispatchers employed by the City of Holyoke. EXCLUDED: All other employees of the City Of Holyoke.

### **UNIT NO. 5**

All Medical Technicians employed by the City of Holyoke in the Board of Health Department.  
EXCLUDED: All other employees of the City of Holyoke.

### **UNIT NO. 6**

All Maintenance Employees employed by the City of Holyoke at the City Hall, and the War Memorial Building.

EXCLUDED: The City Messenger, the Cleaners at City Hall Annex and all other employees of the City of Holyoke.

### **UNIT NO. 7**

All regular employees employed by the Wistariahurst Museum.

EXCLUDED: The Director, the City Historian, temporary and seasonal employees of the Wistariahurst Museum, and all other employees of the City of Holyoke.

All provisions of this Agreement apply equally to each unit unless otherwise stated or specified. The City designates the Law Department as Agent for the City with respect to all matters pertaining to the Administration of the provisions of this Agreement. The provisions of this Paragraph 2.1 are intended only to describe the employees covered by this Agreement and not any particular work and all references to an employee or employees in this Agreement shall be deemed to include male and female employees as the case may be.

**Paragraph 2.2.** Nothing in this Agreement shall limit or restrict the right of the employees not included in the bargaining unit as provided in Paragraph 2.1 from performing for or on behalf of the City such work incidental to their normal functions and responsibilities as they consider necessary or advisable.

**Paragraph 2.3.** The Union and the employees agree that the responsibility and the right to operate and manage the business and the affairs of the City, the right to select and direct the working forces and the right to control, direct, discontinue and change the use of its properties, equipment, facilities, services and supplies are vested exclusively in the City. These rights include by way of illustration and without being limited to the right

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

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

- a. The Employer and the Union agree not to discriminate against any person covered by this Agreement, with respect to their employment, based on their race, religious creed, national origin, ancestry, age (if forty 40] years of age or older), sexual orientation, gender identity, pregnancy, pregnancy-related condition, sex, or exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity or other basis protected by applicable law, including but not limited to, qualified handicapped persons who can perform the essential functions of a position with reasonable accommodation. The parties further agree that employees are prohibited from discriminating against any person with whom they come in contact with during the course of their employment based on their race, religious creed, national origin, ancestry, age, sex, sexual orientation, gender identity, pregnancy, pregnancy-related condition, handicap or other basis protected by applicable law, including but not limited to, their exercising or choosing to refrain from exercising their right to join a union or engage in concerted and lawfully protected activity.
- b. The Employer and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no employee should engage in or be subjected to such harassment. Employees who engage in such conduct shall subject themselves to disciplinary action. The term sexual harassment as used herein shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  1. Submission or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as the basis for employment decisions;
  2. Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.
- c. Employees who have been subject to or have information about an incident or incidents of sexual harassment must report same in writing immediately to the building principal. A grievance

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

d. **ELECTION OF REMEDIES**

If the grievance regarding any provision of this Agreement provides a right or benefit that can be pursued in another forum and is not resolved at Step Two and if the Union wishes to pursue the matter, the employee and the Union must both agree to an election of forums/remedies. In order to proceed to arbitration, a demand must be filed by the Union in the manner and within the time limits set forth in Level IV of Article VI of the Grievance and Arbitration procedures. In addition, the demand must be accompanied by an Employer approved election of remedies form, signed by the employee, agreeing to an exclusive forum for resolving the discrimination claim and expressly electing to forego their right to proceeding with the matter before the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission, other administrative agencies and/or the Courts. No grievance will be processed further unless such a signed election is presented to the Employer within the period set forth in Level IV of Article VI of the Grievance and Arbitration Procedures of this Agreement.

**Paragraph 2.5.** The Union enters into this Agreement on its own behalf and as the collective bargaining representative of the 1 employees in the bargaining unit as provided in Paragraph 2.1.

**Paragraph 2.6.** The parties recognize that there are two employees holding the position of Administrative Assistant to the Fire Chief in the Fire Department. The City agrees if a position of Administrative Assistant to the Fire Chief shall become vacant for any reason other than layoff due to lack of funding, the City shall hire a clerical employee in the Fire Department subject to the provisions of this agreement.

### **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 respect to matters pertaining to the administration of the provisions of this Agreement. To the extent provided in this Article and as specifically provided in Paragraph 3.3, the City will deal with accredited Stewards designated by the Union with respect to grievances. The Union shall as soon as reasonably possible



after the execution of this Agreement, furnish to the City in writing the names of its President and its Vice President and of its Stewards with whom the City will be requested to deal as provided in this Paragraph. The Union shall promptly notify the City in writing of any changes in the identity of its President, its Vice President and of its Stewards.

**Paragraph 3.2.** The officers of the Union, as specified in Paragraph 3.1 in this Article, shall have access to the office of the City's designated representative at reasonable periods during the hours when the office of the City's representative is open for business for the purpose of administering the provisions of this Agreement. The officers of the Union shall, whenever possible, make an advance appointment for such visits. All matters pertaining to the administration of the provisions of this Agreement shall be initiated at the office of the City's representative and shall not be handled on the premises under the control or supervision of the City, except as specifically provided in Paragraph 3.4.

**Paragraph 3.3.** The Union may cause the selection of one (1) Steward for each unit as shown in Paragraph 2.1 in Article Two of this Agreement to handle Step One grievances as provided in Paragraph 15.2 and to handle such internal Union affairs as may from time to time be delegated to the Stewards by the Union. Nothing in this Article or in this Agreement shall authorize or be construed to authorize a Steward to be or act as an agent of or bind the Union with respect to any of the provisions in this Agreement or as an agent of any employee or employees in any respect whatsoever. In the event of the absence or disability of a Steward, the President of their Union may, in the manner and to the extent provided in this Article shall include and apply to the President of the Union when he is acting as a Steward.

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

- a. leave their work or their 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**

**Paragraph 4.1.** During the term of this Agreement the City agrees that it will at the written request of employees who sign and deliver to the City a written authorization designated as AUTHORIZATION FOR THE DEDUCTION OF UNION DUES in conformity with Appendix "A" attached to and made a part of this Agreement, make deductions in the manner and to the extent specifically described in this Article from the wages due and payable to said employees of their uniform periodic, regular, current monthly Union dues as members of the Union and, as to those employees who are not members of the Union, as provided in Paragraph 2.2.

**Paragraph 4.2.** The deductions from wages as provided in this Article shall be made in equal installments on each pay day in each month in which there are fewer-than three (3) pay days in the total amount equal to the Union dues, as the case may be, for that month. The deduction from wages as provided in this Article shall be subordinate to first, deductions for Federal, State or Municipal Withholding Taxes and second, deductions for hospital and medical payments, pension or retirement premiums or insurance

premiums under a plan sponsored by the City, a government agency or by a group of the employees of the City.

**Paragraph 4.3.** The amount of the regular, current, monthly Union dues, as the case may be, collected by the City by deductions from the wages due and payable to the employees as provided in Paragraph 4.1 together with a statement in the form which the City considers convenient and adaptable to its record keeping procedures designating the name of each employee from whose wages the deductions were made and the amount of each deduction shall be mailed to the Treasurer of SEIU, Local 888 at Holyoke, Massachusetts not later than the last day of the next month in which such Union dues have been collected by the City. Upon the mailing of the amount of said deductions to the Union, the City shall be relieved of further liability or responsibility to the Union with respect to said funds and the statement by the City containing the name of each employee and the amount of each deduction shall be deemed to be correct unless within ten (10) days after the mailing of said statement the Union notifies the City in writing of any error.

**Paragraph 4.4.** The authorization for the deduction of Union dues referred to in Paragraph 4.1 may be withdrawn by the employee by whom it was executed at any time by giving at least sixty (60) days notice in writing of such withdrawal delivered to the Treasurer of the City at their office in Holyoke, Massachusetts and by the filing of a copy of said withdrawal with the Treasurer of the Union at Holyoke, Massachusetts. Said authorization, if not previously withdrawn or revoked shall be deemed to be automatically canceled and revoked and of no further force or effect upon the termination of the employment of the employee by whom it was signed. Notwithstanding any provision to the contrary in the Authorization or in any other document, said authorization will be deemed revocable and subject to withdrawal, automatic cancellation or revocation as provided in this Article.

**Paragraph 4.5.** It is agreed that the obligations of the City with respect to the checkoff of uniform regular, current monthly Union dues are limited to the obligations set forth in this Article and that these obligations shall not be deemed extended or increased by the provisions of any forms of authorization or by any other means. The obligation of the City to make deductions from the wages due and payable to the employees as provided in this Article, is limited to uniform regular, current monthly Union dues, as the case may be, and does not obligate or require the City to collect or deduct fines or assessments of any kind which may be levied on its members, individually or collectively by the Union. The Union agrees that all payments for dues received from the City by deductions from the wages due and payable to the employees under the provisions of this Article or received directly from an employee shall be applied solely toward the uniform

periodic, regular, current monthly Union dues for said employee or employees and that none of said payments shall be applied by the Union toward the payment of fines or assessments of any kind.

**Paragraph 4.6.** The City shall not be liable to the Union for any error in making or failing to make any deduction required by the provisions of this Article except for willful misconduct or clear lack of good faith provided however, that upon notice in writing to the City by the Union of such error, the City will make the appropriate deduction in the manner and to the extent prescribed in this Article in the next following pay period. The Union agrees that the City shall have the unqualified right to decline to make a deduction or deductions required by the provisions of this Article, if deemed necessary or prudent by the City to protect itself against assignments, attachments or liens against the wages of an employee which in the judgment of the City are or may be prior to or superior to any deductions authorized pursuant to the provisions of this Article. The Union agrees that nothing in this Article shall be construed to obligate or require this City to do anything or to take any action contrary to law or contrary to government statutes or regulations.

**Paragraph 4.7.** The City may conclusively rely upon a written statement signed by any person purporting to be the authorized representative of the Union stating the amount of the uniform periodic, regular, current, monthly Union dues. Unless and until advised in writing by the Union that the amount of its uniform periodic, regular monthly dues have been changed in accordance with applicable law, the City may conclusively presume that the amount of said monthly dues is unchanged.

**Paragraph 4.8.** The Union agrees to and does hereby indemnify, defend and hold the City harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the City in reliance upon any information, list, notice, statement or authorization for the checkoff of Union dues delivered to the City by the Union or by an employee for the purpose of complying with any of the provisions of this Agreement or of this Article.

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

**Paragraph 4.10.** The Union agrees that it will not request the City to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the Union dues and uniform assessments levied against all members and as set forth in this Article. The Union agrees to deliver a notice in

writing to the City and to the employee when an employee is not in compliance with the provisions of this Article by reason of their default in the payment of their Union dues. Any such request by the Union that the City discharge or suspend such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of said notice to the City and to said employee. The tender to the Union of the amount of the delinquency within said thirty (30) day period shall automatically and fully cure such default of such employee and the Union shall, upon receipt of such remittance, promptly notify the City thereof. The failure by the employee to cure said default within the said period of thirty (30) calendar days shall be deemed just cause for suspension or dismissal if suspension or dismissal is requested by the Union.

## **ARTICLE FIVE: CONTINUITY OF OPERATIONS**

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

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

**Paragraph 5.3.** In Addition to any other liability, remedy or right provided in this Agreement or by applicable law or statute, in the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph 5.1, the Union shall promptly, forthwith and without delay:

- a. Publicly disavow such action by the employee or employees.
- b. Advise the City in writing that such action by the employee or employees has not been called or sanctioned by the Union.

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

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

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

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

## **ARTICLE SIX: PROBATIONARY PERIOD**

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

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

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

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

**UNIT NO. 1**

The normal work day for all employees in Unit No. 1 shall consist of seven (7) consecutive hours of work, exclusive of a meal period in any one day; and thirty-five (35) hours of work in five (5) normal work days, exclusive of a meal period in any one work week as provided herein, shall constitute the normal work week.

**UNIT NO. 2**

The normal work day for all employees in Unit No. 2 shall consist of seven (7) consecutive hours of work, exclusive of a meal period in any one day; and thirty-five (35) hours of work in five (5) normal work days, exclusive of a meal period in any one work week as provided herein, shall constitute the normal work week.

**UNIT NO. 3**

See Article 2.1 and Article 18.

**UNIT NO. 5**

The normal work day for all employees in Unit No. 5 shall consist of six (6) consecutive hours of work and thirty (30) hours of work in five (5) normal work days shall constitute the normal work week. Each employee who works a normal work day shall be entitled to a one half (1/2) hour meal period during the normal work day.

**UNIT NO. 6**

The normal work day for all employees in Unit No. 6 shall consist of eight (8) consecutive hours of work, exclusive of a meal period in any one day; and forty (40) hours of work in five (5) normal work 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.
3. An employee who has been given notice of a layoff shall be permitted, provided said employee has more seniority, to displace the least senior employee working within the same department provided the employee is qualified, in the discretion of the department head, to perform such work. Any employee laid off who does not have sufficient seniority to displace any other employee within the same department, shall be permitted, provided said employee has more seniority, to displace the least senior employee working in the same classification within the bargaining unit.



4. Any employee may accept a layoff in lieu of displacing another employee.
5. If work and/or funding becomes available, re-employment shall be governed by the provisions of M.G.L.A., Chapter 31, Sections 39 and 40.

## **ARTICLE EIGHT: WAGES**

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

**Paragraph 8.2.** Subject to the provisions of this Agreement, an employee in the Bargaining Unit who performs the work described in the job titles named in the Schedule Of Classifications attached hereto and marked APPENDIX A, unless otherwise provided therein shall be paid an annual compensation in accordance with the Schedules of Annual Compensation attached hereto and marked APPENDIX B.

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

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

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

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

The provisions of this Paragraph 8.5 are subject to the provisions of Chapter Thirty-one of the General Laws of the Commonwealth of Massachusetts.

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

#### **ARTICLE NINE: LONGEVITY**

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

<b><u>LENGTH OF EMPLOYMENT ON EMPLOYMENT ANNIVERSARY</u></b>	<b><u>LONGEVITY PAY</u></b>
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.

#### **ARTICLE TEN: HOLIDAYS**

**Paragraph 10.1.** In the manner and to the extent provided in this Article, each full-time employee who qualifies under the provisions of Paragraph 10.2, shall receive one (1) day's pay at this

straight time wage rate which shall not be included in their accumulated weekly working hours for the following holidays on Monday through Friday:

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

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

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

**Paragraph 10.3.** 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.

<b>Length of Continuous Employment</b>	<b>Amount of Paid Vacation</b>
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 classification when in the opinion of the Supervisor or Department Head it is possible to do so without interfering with adequate service to the public and the efficient operation of the City.

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

**Paragraph 11.6.** Each employee shall be allowed four (4) personal days per calendar year effective on January 1, 2011. An employee must request a personal day from the department head at least five (5) working days prior to the day to be taken, except in case of emergency, where an employee shall provide as much notice as reasonably possible. No more than one (1) person in a department shall be allowed to take a personal day at any one time. If more than one (1) employee requests the same day, the employee with the most seniority will be given the day off. Personal days may not be accumulated. New hires shall be pro rated for the remainder of that calendar year.

**Paragraph 11.7.** An employee must request time owed at least five (5) working days prior to the day taken, unless shorter notice is acceptable to the member's department head. No more than one (1) person in a department shall be allowed to take time owed at any one time. If more than one (1) employee requests the same day, the employee with the most seniority will be given the day off.

**Paragraph 11.8.** VACATION CARRYOVER A one (1) week [five (5) working days] vacation carryover to the next calendar year shall be allowed with the permission of the Department Head.

**Paragraph 11.9.** VACATION SINGLE DAYS Vacation time may be taken in one-half or single day increments when adequate notice is provided to the Department Head. Permission to use vacation in single day increments shall not be unreasonably denied.

## **ARTICLE TWELVE: SICK LEAVE**

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

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

Shall upon notification in writing on a form provided by the City to their Supervisor or Department Head as soon as possible after the beginning of said illness or the occurrence of said injury, receive the amount of their then current daily compensation for a maximum of fifteen (15) days in any calendar year plus any cumulative total as prescribed in Paragraph 12.2, *provided that sick leave is taken in no less than two (2) hour increments*. An employee may and shall substitute (i.e., use concurrently) accrued paid leave, including sick leave, during an approved leave period under the Family Medical Leave Act (FMLA).

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 death or retirement of said member; the denominator of which will be three (3) for members with five (5) years of continuous service and four (4) for members with less than five (5) years of continuous service. In no event will the amount paid under the terms of this paragraph exceed five thousand dollars (\$5,000). Any employee who after working for three (3) or more years and who resigns, shall be eligible to have his/her sick

leave bought back at the rate of 1 for 4. The provision of this paragraph shall not be afforded to any employee who is discharged for just cause.

**Paragraph 12.5.** An employee may elect maternity leave as provided in M.G.L. c. 149, S 105D, and/or the Federal Family and Medical Leave Act, 29 USC S 2601 et seq. In the event that the employee is eligible for leave under both, the employer will charge the employee with use of both maternity and FMLA leave, concurrently, for as long as such benefits run or until the employee no longer requires a leave of absence, whichever comes first.

## **ARTICLE TWELVE B: DRUG TESTING**

**Paragraph 12B.DRG1 DRUG POLICY.** Drugs are illegal. Discipline, after hearing, up to and including discharge may be imposed for being under the influence of, unauthorized use, possession or transfer, of a controlled substance while on duty/standby, or conviction of a criminal drug law. The parties join in seeking the goal of a drug free workplace described in the Federal DRUG-FREE WORKPLACE ACT OF 1988.

**Paragraph 12B.DRG2 DEFINITIONS.** For the purpose of this Article, "controlled substance" means a controlled substance as defined in Chapter 94C of the Massachusetts General Laws, "conviction" means a finding of guilt, "discipline" means discipline up to and including discharge.

**Paragraph 12B.DRG3 DRUG CONVICTIONS.** Members of the bargaining unit shall notify the department head of any drug conviction no later than 5 calendar days after such conviction or be subject 'to discipline after hearing.

**Paragraph 12B.DRG4 DRUG TESTING.** In order to foster and create a drug-free workplace, the Union and the City hereby agree that the department head or their designee may require a member to submit to testing for a controlled substance upon articulable reasonable cause to believe that an employee has a drug problem. Refusal to take, or comply with the procedures of, the required drug test shall be grounds for discipline. The City shall pay for testing required under this paragraph.

**Paragraph 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 City. For this purpose, a leave of absence without pay for up to thirty days shall be granted one time only. Upon successfully completing such rehabilitation program the member shall be allowed to return to work one time only. The member shall be subject to discipline if they do not satisfactorily complete said rehabilitation program. The risk of drug sales in the workplace is unacceptable. Therefore, in spite of the provisions of this paragraph, any member engaged in the unlawful sale, trafficking, distribution, dispensation or similar transfer of a controlled substance at any time or place shall be subject to discipline.

**Paragraph 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.



## ARTICLE TWELVE 12C: ALCOHOL TESTING

**Paragraph 12C.ALK1 ALCOHOL POLICY.** Alcohol is legal, but inappropriate while on duty/standby. Discipline, after hearing, up to and including discharge may be imposed for being under the influence of alcohol while on duty/standby.

**Paragraph 12C.ALK2 ADMISSION OF DEPENDENCY.** When alcohol dependency exists the City and Union encourage bargaining unit members to admit to the department head that the member has an alcohol dependency. Such admissions shall be treated as a confidential request for help. Alcohol dependency presently is recognized as a handicap under G.L. c. 151B, S 4 (16). The City agrees to make reasonable accommodation for the member that does not cause undue hardship for the City, to assist members in performing the essential functions of their job. The Union agrees that a member cannot adequately perform the essential functions of their job while under the influence of alcohol.

**Paragraph 12C.ALK3 UNDER THE INFLUENCE ON DUTY/STANDBY.** The Union and the City hereby intend that no member shall be under the influence of alcohol while on duty/standby. A positive test for alcohol while on duty/standby shall create a conclusive presumption that the member was under the influence of alcohol while on duty/standby.

**Paragraph 12C.ALK4 PROJECT CONCERN.** As an accommodation to members the City hereby agrees to provide members with the counseling benefits of Project Concern.

**Paragraph 12C.ALK5 ALCOHOL TESTING.** In order to foster and create an alcohol-free workplace, the Union and the City hereby agree that the department head or their designee may require a member to submit to testing for alcohol upon articulable reasonable cause to believe that an employee is under the influence of alcohol while on duty/standby. Refusal to take, or comply with the procedures of, the required alcohol test shall be grounds for discipline up to and including discharge. The City shall pay for testing required under this paragraph.

## ARTICLE THIRTEEN: BEREAVEMENT

**Paragraph 13.1.** In the event of the death of the grandparent, grandchild, sister, brother, mother-in-law or father-in-law of a permanent employee, the employee shall receive a leave of absence for a period not to

exceed four (4) days with full straight time pay for the actual time lost from their scheduled work week during the period from Monday through Friday not to exceed eight (8) hours in any one day and which shall not be included in their accumulated weekly working hours. Subject to all the provisions of this Article, in the event of the death of the brother-in-law, sister-in-law, aunt, uncle, first cousin, niece or nephew of an otherwise eligible employee, the employee shall receive a leave of absence of two (2) days. For the purposes of this Article, the mother or father of a former spouse of an otherwise eligible employee shall not be deemed to be the mother-in-law or the father-in-law of said employee. Subject to all the provisions of this Article, in the event of a death of the employee's spouse, child, parent or significant other (a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are shared financial obligations and there is a shared primary residence), the employee shall receive up to seven (7) days of bereavement leave to be used at the employee's option within thirty (30) calendar days from the date of death. An employee shall cooperate with any City requirement to confirm the existence of a "significant other" relationship.

#### **ARTICLE 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 (7) calendar days from the date the Notice is posted. A copy of the Notice shall simultaneously be sent to the Union. Persons in an acting capacity will receive the full pay and benefits of the position which they are filling. If during the term of this Agreement a new position is established, the EMPLOYER will promptly give the Union written Notice of the proposed salary for such position. If the Union objects to the proposed salary, it will, within ten (10) calendar days after receiving such Notice, inform the EMPLOYER of its desire to negotiate the proposed salary.

All Employees will be given adequate opportunity to apply and be considered for such position based on seniority and qualifications and, if as between two (2) or more applicants considered for the position, their qualifications are relatively equal, the applicant who is already a member of the bargaining unit and is most senior will be appointed to the position. Where the provisions of this Article conflict in any way with M.G.L. c. 31, the provisions of the statute will govern.

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

**Paragraph 14.5.** Any member of the bargaining unit may request reclassification of their job description, according to the following procedure:

1. The employee requesting reclassification will make such application, in writing, to the appropriate department head. Such department head will either endorse such application signifying assent, or notify the employee within fourteen (14) days that the department head does not approve the request reclassification.
2. If the application is endorsed by the Department Head, the application will be forwarded to the Mayor for approval or disapproval. If the Mayor disapproves the application, the employee will be so notified within fourteen (14) days of the Mayor's receipt of the application.
3. If the Mayor approves the application for reclassification, the City will, within a reasonable time, make such arrangements as are necessary to present the financial arrangements to the City Council for approval. The City shall provide a copy of the application for reclassification and proposed financial arrangements for same to the City Council no less than ten (10) calendar days before the date on which the Council is scheduled to vote on the financial arrangements. If the City Council refuses to make the necessary financial transfer to effect the reclassification, such action will have the effect of disapproving the reclassification. The discretion of the Department Head, the Mayor, and City Council to approve or disapprove such reclassification, is absolute and is not subject to the grievance procedure prescribed in

ARTICLE FIFTEEN of this Agreement. No member of the bargaining unit may request re 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.** Benefits for all part-time employees shall be calculated and pro-rated as a portion of benefits given to full-time employees. For purposes of this paragraph, employees must have averaged twenty (20) hours per week or more during the previous year to be eligible for benefits. For employees who have been employed less than one (1) year, the eligibility determination will be made based upon an estimate made in accordance with the employee's schedule as it appears on June 1<sup>st</sup> of that year. Part-time employees shall be paid at the same hourly rate as full-time employees.

**Paragraph 14.7. Reserved.**

**Paragraph 14.8.** 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 14.9.** The employer shall furnish to the Union ten (10) copies of the executed agreement.

**Paragraph 14.10. Reserved**

**Paragraph 14.11.** 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 observe and follow the procedure prescribed in this Article and to be bound by any determination or decision which shall be made in accordance with said procedure.

**Paragraph 15.2.** The grievance shall be in writing and signed by the aggrieved employee on a form furnished by the City and delivered to the office personnel administrator except for grievances filed by employees of the Police Department which shall first be presented to the Chief of Police with a copy to the Law Department. The written grievance shall state the available facts concerning the alleged dispute, the provisions of this Agreement allegedly violated and the relief desired by the aggrieved employee. A grievance which is not presented to the office of the personnel administrator as provided in this Paragraph within five (5) working days after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.

**Paragraph 15.3.** Except as otherwise specifically provided in this Agreement, a grievance as defined in Paragraph 15.1 and otherwise subject to this Agreement shall be processed in accordance with the following grievance procedure:

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

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

**Paragraph 15.4.** Two or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group or a class of employees may, by mutual agreement in writing between the City and the Union, be consolidated and processed as a single grievance provided however, that such procedure shall be subject to all the provisions of this Article.

**Paragraph 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 that the arbitration demand shall be submitted to the American Arbitration Association, and an arbitrator shall be selected in accordance with their normal process.

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

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

- c. The request for arbitration shall state the provisions of this Agreement allegedly violated and shall state the remedy or the relief sought by the Party requesting arbitration.
- d. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and unless specifically authorized to do so, he shall not have any authority to establish salaries or wage rates not to add to, subtract from, modify or otherwise change any of the terms and provisions of this Agreement. The arbitrator may not award back pay or any other form of compensation beginning earlier than ten (10) days prior to the filing of the written grievance as provided in Paragraph 15.2. In disciplinary cases, the arbitrator has the authority to reverse the Employer's decision or reduce the disciplinary action taken, with or without back pay.

- e. The arbitrator shall mail their written decision simultaneously to the City, to the Union and to the aggrieved employee within fifteen (15) days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the City, the Union and the aggrieved employee.
- f. The expense of the arbitrator shall be shared equally by the City and by the Union.

**Paragraph 15.7.** By mutual, agreement in writing between the City and the Union, a grievance otherwise subject to the grievance procedure as provided in Paragraph 15.2 and in Paragraph 15.3 and otherwise subject to this Agreement may be initiated at Step No. 2 of the grievance procedure as provided in Paragraph 15.3 or directly submitted to arbitration as provided in Paragraph 15.6 A matter referred for disposition in accordance with the procedure provided in this Article shall not be referred to or processed by the City or by the Union before any state or federal agency.

**Paragraph 15.8.** Except where extension of time has been sought and obtained, in the event of the failure by either the City, the Union or an aggrieved employee to comply with the time limitations provided in this Article, the grievance shall be deemed to have been withdrawn or affirmatively accepted, as the case may be. The City, the Union and the employees agree not to unreasonably withhold assent to the request by one of the other Parties for a reasonable extension of the time limitations provided in this Article.

**Paragraph 15.9.** The breach of any of the provisions of Paragraph 5.1 or of Paragraph 5.2 shall, at the option of the City, terminate the obligation of the City to arbitrate a dispute underlying the breach while the breach continues.

## **ARTICLE SIXTEEN: UNIFORMS**

**Paragraph 16.1.** In the manner and to the extent provided in this Paragraph 16.1, the City agrees to furnish certain uniforms and special clothing for: (a) the custodial employees employed in the City Hall and the War Memorial Building; and, (b) effective July 1, 2002 for the sanitarians and code inspectors. The City will provide each eligible employee, without cost to the employee, suitable clothing adaptable and appropriate for use during the course of their work as an employee of the City. The uniforms and other special clothing as provided in this Paragraph 16.1 shall at all times be and remain the property of the City and upon the termination of their employment, each employee shall return their uniforms or other special clothing to the City in the same condition as when received, allowing for normal wear. An employee who fails to turn in their uniforms and other special clothing as provided in this Paragraph 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.

**Paragraph 16.2:** To maintain a productive workplace environment and project a professional image of the City of Holyoke, all employees must dress in an appropriate, respectful manner consistent with their work environment. Employees shall refrain from wearing offensive, profane or substantially disruptive clothing. Employees must also maintain a neat, well-groomed appearance at all times. Department Heads shall have discretion as to the proper level of professional attire required of their employees and may allow, at their discretion, business casual attire on Fridays. Employees who are required to wear uniforms, safety equipment, or other special attire are required to report to work dressed appropriately at all times, unless otherwise authorized, and to use the personal protective equipment provided.

## **ARTICLE 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 Agreement or discussed during the negotiations preceding the execution of this Agreement provided however, that nothing in this Paragraph shall in any way limit or restrict the rights and duties prescribed in Article Fifteen.

**Paragraph 17.2 (b).** This Agreement constitutes the entire Agreement between the Parties and includes provisions for all matters contemplated by them for the entire effective term of the Agreement. The Agreement will not be reopened, except by mutual consent, on the grounds that some matter was not included herein as a result of a mistake or oversight, until reopening, as provided herein, may lawfully be made.

**Paragraph 17.3.** Except as otherwise specifically provided, the provisions of this Agreement shall apply only to employees who are actually working and in the active employ of the City on and after the date of the execution of this Agreement.

**Paragraph 17.4.** No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the City and by the Union.

**Paragraph 17.5.** By mutual agreement in writing between the City and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations.

**Paragraph 17.6.** The failure by the City or the Union in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

## **ARTICLE EIGHTEEN: POLICE DISPATCHERS**

**Paragraph 18.1.** Except where specified in Article 18, dispatchers shall receive all other benefits provided in this contract. This Article applies solely to Unit 3 employees in the Holyoke Police Department. The provisions of this Article shall supersede any inconsistent provisions in the contract.

**Paragraph 18.2. Hours of Work.** Full-time dispatchers and senior dispatcher shall work a schedule consisting of four (4) days on and two (2) days off (4 and 2). Said shifts shall consist of eight hours, inclusive of the established meal and break periods.

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

**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 Paragraph because of illness or injury, the City may require a certificate by the attending licensed physician of the illness or injury before or after the day for which holiday pay is claimed.

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

**Paragraph 18.8.** An employee who is requested to work on any of the holidays named in Paragraph 18.6 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/she presents reasons for not working which are satisfactory to the City.

**Paragraph 18.9. Bargaining Unit Work.** In all unit positions employed by the police department, civilians shall replace civilians for overtime purposes. Only after an available overtime shift has been offered to all civilians shall it be offered to non-unit personnel.

**Paragraph 18.10. Training of Dispatchers.** Effective January 1, 2003, the Chief may assign any qualified bargaining unit member or other qualified person to perform training for police dispatchers.

## **ARTICLE NINETEEN: DURATION**

**Paragraph 19.1.** Subject to an appropriation by the City Council of the City of Holyoke as provided in Section 7(b) in Chapter 150E of the Massachusetts General Laws, the provisions of this Agreement shall take effect, except as otherwise stated herein, on July 1, 2020 and shall continue in full force and effect until expiring midnight, June 30, 2022.

IN WITNESS WHEREOF, the City of Holyoke has caused this Agreement to be executed in its behalf by Alex B. Morse, 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 \_\_\_\_\_, 2021.

**CITY OF HOLYOKE**

**NAGE R1-180**

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_

**APPENDIX A**  
**SCHEDULE OF CLASSIFICATIONS**  
**EFFECTIVE July 1, 2020-June 30, 2022**

**UNIT 1**

<b>Job Title</b>	<b>Compensatory Grade</b>
Temporary Floating Clerk	S-3
Clerk/Typist	S-3
Clerk/typist – PT	S-3
Junior Account Clerk	S-4
Senior Clerk	S-7
Senior Clerk PT	S-7
Senior Clerk/Typist	S-7
Public Health Clerk	S-7
Bookkeeping Machine Operator	S-7
Senior Account Clerk	S-8
Principal Clerk	S-11
Principal Clerk/Typist	S-11
Principal Clerk PT	S-11
Principal Account Clerk	S-12
Principal Clerk/Steno	S-12
Investigator – Veteran Services	S-12
Collections Clerk	S-14
Floating Principal Clerk	S-14 (effective 7/1/21)
Senior Elections Clerk	S-15
Deputy Commissioner PT – Veteran Services	S-16
Accounting Machine Operator	S-16
Deputy Treasurer	S-18
Head Clerk	S-19 (effective 7/1/21) Senior
Deputy Treasurer	S-33
Senior Deputy Tax Collector	S-33
Principal Elections Clerk	S-20
Materials Coordinator	S-20
Head Administrative Clerk	S-22
Deputy Tax Collector	S-24
Assistant Registrar of Voters	S-29
Second Assistant City Clerk	S-29
Bookkeeper	S-38
Assistant Assessor	S-32
Public Health Nurse	NS-19

**UNIT 2**

<b>Job Title</b>	<b>Compensatory Grade</b>
Sanitarian I Sanitarian	S-28 (effective 7/1/21)
	S-20
Plumbing and Gas Inspector	S-38
Local Inspector	S-38
Senior Plumber	TBD
Sanitarian II	S-32 (effective 7/1/21)
Wiring Inspector	S-38
Assistant Health Director/ Sanitarian III	S-36 (effective 7/1/21)

**UNIT3**

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

**UNIT 5**

<b>Job Title</b>	<b>Compensatory Grade</b>
------------------	---------------------------

---

No Positions

**UNIT6**

<b>Job Title</b>	<b>Compensatory Grade</b>
------------------	---------------------------

---

Building Custodian

C-11

Senior Building Custodian

C-13

**UNIT 7**

<b>Job Title</b>	<b>Compensatory Grade</b>
------------------	---------------------------

---

Office Assistant

W-2

Program Coordinator

W-7

Enterprise Coordinator

W-10

**APPENDIX B  
SALARY SCHEDULE "S" \***

<b>EFFECTIVE JULY 1, 2020 – JUNE 30, 2021</b>					
<b>GRADE 1</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
S-1	17.2025	17.3563	17.5210	17.6873	17.8544
S-2	17.3693	17.5210	17.6873	17.8544	18.0192
S-3	17.5350	17.7004	17.8653	18.0448	18.2096
S-4	17.7004	17.8653	18.0448	18.222	18.4013
S-5	17.8653	18.0448	18.2222	18.4105	18.6007
S-6	18.0316	18.2222	18.4105	18.6140	18.8157
S-7	18.2096	18.4105	18.6140	18.8157	19.0297
S-8	18.3895	18.6007	18.8157	19.0297	19.2429
S-9	18.6007	18.8257	19.0519	19.2555	19.5038
S-10	18.8157	19.0519	19.2898	19.5256	19.7774
S-11	19.0297	19.2572	19.5783	19.7875	20.0491
S-12	19.2429	19.5038	19.7631	20.0491	20.3098
S-13	19.4783	19.7524	20.0254	20.3098	20.5713
S-14	19.7524	20.0254	20.3098	20.5713	20.8805
S-15	20.0254	20.3098	20.6073	20.9036	21.2000
S-16	20.3098	20.6185	20.9259	21.2369	21.5442
S-17	20.5939	20.9155	21.2369	21.5676	21.8993
S-18	20.8914	21.2375	21.5754	21.9120	22.2680
S-19	21.2369	21.5750	21.9112	22.2677	22.6502
S-20	21.5767	21.9213	22.2653	22.6274	23.0172
S-21	21.9229	22.2745	22.6255	22.9950	23.3933
S-22	22.0790	22.4497	22.8120	23.1726	23.5543
S-23	22.2757	22.6349	22.9924	23.3700	23.7764
S-24	22.6353	23.0025	23.3670	23.7509	24.1660
S-25	23.0040	23.3774	23.7486	24.1427	24.5645
<b>S-26 through S-38</b>					
S-26	22.6983	23.0673	23.4366	23.8246	24.2728
S-27	23.0841	23.4593	23.8350	24.2297	24.6854
S-28	23.4765	23.8581	24.2403	24.6413	25.1052
S-29	23.8756	24.2638	24.6524	25.0605	25.5319
S-30	24.2817	24.6763	25.0713	25.4864	25.9658
S-31	24.6944	25.0958	25.4975	25.9196	26.4073
S-32	25.1141	25.5223	25.9310	26.3603	26.8562
S-33	25.5412	25.9562	26.3719	26.8085	27.3127
S-34	25.9753	26.3975	26.8202	27.2642	27.7772
S-35	26.4168	26.8461	27.2760	27.7275	28.2494
S-36	26.8659	27.3027	27.7399	28.1990	28.7296



S-37	27.3224	27.7669	28.2114	28.6786	29.2179
S-38	27.7870	28.2389	28.6909	29.1659	29.7147

**APPENDIX B  
SALARY SCHEDULE "S" \***

<b>EFFECTIVE JULY 1, 2021 – June 30, 2022</b>					
<b>GRADE 1</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
S-1	17.5466	17.7035	17.8714	18.0410	18.2115
S-2	17.7167	17.8714	18.0410	18.2115	18.3796
S-3	17.8857	18.0544	18.2226	18.4057	18.5738
S-4	18.0544	18.2226	18.4057	18.5866	18.7693
S-5	18.2226	18.4057	18.5866	18.7787	18.9727
S-6	18.3922	18.5866	18.7787	18.9863	19.1920
S-7	18.5738	18.7787	18.9863	19.1920	19.4103
S-8	18.7573	18.9727	19.1920	19.4103	19.6277
S-9	18.9727	19.2023	19.4329	19.6406	19.8938
S-10	19.1920	19.4329	19.6756	19.9161	20.1730
S-11	19.4103	19.6423	19.9699	20.1832	20.4501
S-12	19.6277	19.8938	20.1584	20.4501	20.7160
S-13	19.8678	20.1474	20.4259	20.7160	20.9827
S-14	20.1474	20.4259	20.7160	20.9827	21.2981
S-15	20.4259	20.7160	21.0195	21.3217	21.6240
S-16	20.7160	21.0309	21.3444	21.6617	21.9751
S-17	21.0058	21.3338	21.6617	21.9989	22.3373
S-18	21.3092	21.6622	22.0069	22.3502	22.7133
S-19	21.6617	22.0065	22.3494	22.7130	23.1032
S-20	22.0083	22.3598	22.7106	23.0800	23.4776
S-21	22.3614	22.7200	23.0780	23.4548	23.8612
S-22	22.5206	22.8987	23.2683	23.6361	24.0253
S-23	22.7212	23.0876	23.4522	23.8374	24.2520
S-24	23.0880	23.4626	23.8343	24.2260	24.6494
S-25	23.4641	23.8450	24.2236	24.6255	25.0558
<b>S-26 through S-38</b>					
S-26	23.1523	23.5286	23.9053	24.3011	24.7583
S-27	23.5458	23.9285	24.3117	24.7143	25.1791
S-28	23.9460	24.3353	24.7251	25.1341	25.6073
S-29	24.3531	24.7491	25.1454	25.5617	26.0425
S-30	24.7673	25.1698	25.5728	25.9962	26.4851
S-31	25.1883	25.5977	26.0075	26.4380	26.9355
S-32	25.6164	26.0327	26.4496	26.8875	27.3934
S-33	26.0520	26.4753	26.8994	27.3446	27.8590
S-34	26.4948	26.9255	27.3566	27.8095	28.3328
S-35	26.9452	27.3830	27.8216	28.2821	28.8144
S-36	27.4033	27.8488	28.2947	28.7630	29.3041

S-37	27.8689	28.32222	28.7756	29.2521	29.8023
S-38	28.3428	28.8037	29.2648	29.7492	30.3090

**APPENDIXC  
SCHEDULE "C"**

<b>JULY 1, 2020- JUNE 30, 2021</b>					
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
C-1	15.5847	15.7194	15.8635	16.0090	16.1553
C-2	15.7308	15.8635	16.0090	16.1553	16.2993
C-3	15.8754	16.0202	16.1647	16.3218	16.4661
C-4	16.0202	16.1647	16.3218	16.4771	16.6336
C-5	16.1647	16.3218	16.4771	16.6418	16.8080
C-6	16.3102	16.4771	16.6418	16.8195	16.9964
C-7	16.4661	16.6418	16.8195	16.9964	17.1836
C-8	16.6233	16.8080	16.9964	17.1836	17.3700
C-9	16.8080	17.0052	17.2030	17.3810	17.5984
C-10	16.9964	17.2030	17.4111	17.6174	17.8379
C-11	17.1836	17.3825	17.6635	17.8467	18.0754
C-12	17.3700	17.5984	17.8254	18.0754	18.3037
C-13	17.5762	17.8156	18.0549	18.3037	18.5323
C-14	17.8156	18.0549	18.3037	18.5323	18.8030
C-15	18.0549	18.3037	18.5640	18.8233	19.0824
C-16	18.3037	18.5737	18.8429	19.1149	19.3838
C-17	18.5522	18.8335	19.1149	19.4040	19.6946
C-18	18.8123	19.1150	19.4109	19.7056	20.0168
C-19	19.1149	19.4106	19.7048	20.0167	20.3516
C-20	19.4121	19.7139	20.0146	20.3314	20.6726
C-21	19.7153	20.0229	20.3297	20.6531	21.0018
C-22	19.8517	20.1760	20.4932	20.8088	21.1425
C-23	20.0237	20.3382	20.6509	20.9812	21.3371
C-24	20.3385	20.6596	20.9785	21.3146	21.6778
C-25	20.6612	20.9879	21.3127	21.6574	22.0266
C-26	20.9893	21.3219	21.6547	22.0044	22.4083

**APPENDIXC  
SCHEDULE "C"**

<b>JULY 1, 2021- JUNE 30, 2022</b>					
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
C-1	15.8964	16.0338	16.1807	16.3292	16.4784
C-2	16.0454	16.1807	16.3292	16.4784	16.6252
C-3	16.1929	16.3407	16.4880	16.6482	16.7954
C-4	16.3407	16.4880	16.6482	16.8066	16.9663
C-5	16.4880	16.6482	16.8066	16.9747	17.1442
C-6	16.6365	16.8066	16.9747	17.1559	17.3363
C-7	16.7954	16.9747	17.1559	17.3363	17.5272
C-8	16.9558	17.1442	17.3363	17.5272	17.7174
C-9	17.1442	17.3453	17.5470	17.7286	17.9504
C-10	17.3363	17.5470	17.7593	17.9698	18.1946
C-11	17.5272	17.7301	18.0168	18.2037	18.4369
C-12	17.7174	17.9504	18.1819	18.4369	18.6697
C-13	17.9277	18.1719	18.4160	18.6697	18.9030
C-14	18.1719	18.4160	18.6697	18.9030	19.1791
C-15	18.4160	18.6697	18.9353	19.1998	19.4640
C-16	18.6697	18.9452	19.2198	19.4972	19.7714
C-17	18.9232	19.2102	19.4972	19.7921	20.0885
C-18	19.1886	19.4973	19.7991	20.0997	20.4171
C-19	19.4972	19.7989	20.0989	20.4170	20.7586
C-20	19.8004	20.1082	20.4149	20.7380	21.0861
C-21	20.1096	20.4233	20.7363	21.0662	21.4218
C-22	20.2487	20.5795	20.9031	21.2250	21.5654
C-23	20.4242	20.7450	21.0639	21.4008	21.7638
C-24	20.7452	21.0728	21.3981	21.7409	22.1114
C-25	21.0744	21.4076	21.7389	22.0905	22.4671
C-26	21.4091	21.7484	22.0878	22.4445	22.8565

**APPENDIX D  
SCHEDULE "D"**

<b>EFFECTIVE JULY 1, 2020 – JUNE 30, 2021</b>					
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
D-2	13.1993	13.3561	13.5243	13.6942	13.8644
D-3	13.3696	13.5243	13.6942	13.8644	14.0324
D-4	13.5383	13.7072	13.8753	14.0583	14.2266
D-5	13.7072	13.8753	14.0583	14.2394	14.4219
D-6	13.8753	14.0583	14.2394	14.4315	14.6252
D-7	14.0450	14.2394	14.4315	14.6389	14.8449
D-8	14.2266	14.4315	14.6389	14.8449	15.0628
D-9	14.4099	14.6252	14.8449	15.0628	15.2804
D-10	14.6252	14.8551	15.0857	15.2933	15.5467
D-11	14.8449	15.0857	15.3283	15.5688	15.8256
D-12	15.0628	15.2950	15.6223	15.8359	16.1025
D-13	15.2804	15.5467	15.8111	16.1025	16.3683
D-14	15.5202	15.8002	16.0787	16.3683	16.6351
D-15	15.8002	16.0787	16.3683	16.6351	16.9506
D-16	16.0787	16.3683	16.6717	16.9741	17.2762
D-17	16.3683	16.6833	16.9968	17.3140	17.6275
D-18	16.9613	17.3144	17.6590	18.0022	18.3655
D-19	17.2042	17.5618	18.1966	18.2592	18.6279
D-20	17.3140	17.6588	18.0017	18.3653	18.7557
D-21	17.6605	18.0121	18.3625	18.7325	19.1296
D-22	18.1728	18.5509	18.9206	19.2882	19.6776
D-23	18.3735	18.7402	19.1043	19.4895	19.9043
D-24	18.7406	19.1146	19.4864	19.8780	20.3017
D-25	19.1165	19.4969	19.8757	20.2776	20.7077
D-26	19.4990	19.8866	20.2744	20.6820	21.1527
D-27	20.3166	20.6947	21.0644	21.4320	21.8214

<b>EFFECTIVE JULY 1, 2021 – JUNE 30, 2022</b>					
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
D-2	13.4633	13.6232	13.7948	13.9681	14.1417
D-3	13.6370	13.7948	13.9681	14.1417	14.3130
D-4	13.8091	13.9813	14.1528	14.3395	14.5111
D-5	13.9813	14.1528	14.3395	14.5242	14.7103
D-6	14.1528	14.3395	14.5242	14.7201	14.9177
D-7	14.3259	14.5242	14.7201	14.9317	15.1418
D-8	14.5111	14.7201	14.9317	15.1418	15.3640
D-9	14.6981	14.9177	15.1418	15.3640	15.5860
D-10	14.9177	15.1522	15.3874	15.5991	15.8576
D-11	15.1418	15.3874	15.6348	15.8801	16.1421
D-12	15.3640	15.6009	15.9348	16.1527	16.4245
D-13	15.5860	15.8576	16.1273	16.4245	16.6956
D-14	15.8306	16.1162	16.4003	16.6956	16.9678
D-15	16.1162	16.4003	16.6956	16.9678	17.2896
D-16	16.4003	16.6956	17.0051	17.3136	17.6218
D-17	16.6956	17.0170	17.3367	17.6603	17.9800
D-18	17.3005	17.6607	18.0122	18.3623	18.7328
D-19	17.5483	17.9130	18.5605	18.6244	19.0005
D-20	17.6603	18.0120	18.3617	18.7326	19.1308
D-21	18.0137	18.3723	18.7298	19.1072	19.5122
D-22	18.5362	18.9219	19.2990	19.6740	20.0712
D-23	18.7410	19.1150	19.4864	19.8793	20.3023
D-24	19.1154	19.4969	19.8761	20.2756	20.7077
D-25	19.4988	19.8869	20.2732	20.6831	21.1219
D-26	19.8889	20.2843	20.6798	21.0956	20.5757
D-27	20.7229	21.1086	21.4856	21.8606	22.2578

**APPENDIX E  
SCHEDULE "NS"**

EFFECTIVE JULY 1, 2020 JUNE 30, 2021						
<b>NS-19</b>						
<b>STEP 1</b>		<b>STEP 2</b>		<b>STEP 3</b>		<b>STEP 4</b>
\$57,708		\$58,354		\$59,001		\$59,647
<b>STEP 5</b>		<b>STEP 6</b>		<b>STEP 7</b>		<b>STEP 8</b>
\$60,294		\$60,940		\$61,588		\$62,234

EFFECTIVE JULY 1, 2021– DECEMBER 31, 2022						
<b>NS-19</b>						
<b>STEP 1</b>		<b>STEP 2</b>		<b>STEP 3</b>		<b>STEP 4</b>
\$58,862		\$59,521		\$60,181		\$60,840
<b>STEP 5</b>		<b>STEP 6</b>		<b>STEP 7</b>		<b>STEP 8</b>
\$61,500		\$62,159		\$62,820		\$63,479
<b>STEP 9</b>						
\$65,701						

**APPENDIX F  
SALARY SCHEDULE "W"**

EFFECTIVE JULY 1, 2020- JUNE 30, 2021						
GRADE	I	II	III	IV	V	
<b>W-2</b>	13.1540	13.2873	13.4206	13.5539	13.6872	
<b>W-7</b>	16.6899	16.8233	16.9566	17.0899	17.2232	
<b>W-10</b>	18.8116	18.9449	19.0782	19.2115	19.3448	

EFFECTIVE JULY 1, 2021 – DECEMBER 30, 2022						
GRADE	I	II	III	IV	V	
<b>W-2</b>	13.4170	13.5530	13.6890	13.8250	13.9610	



<b>W-7</b>	17.0237	17.1597	17.2957	17.4317	17.5677	
<b>W-10</b>	19.1878	19.3238	19.4598	19.5958	19.7317	

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

This Complaint Policy and Procedure applies to all members of the City of Holyoke's bargaining unit represented by SEIU, Local 888. It exists to ensure that problems or conflicts at work are solved as quickly and as fairly as possible.

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

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

**The Procedure**

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

The stages of the Procedure are as follows:

**Stage 1:**

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

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

**Stage 2:**

If not resolved at Stage 1 then, within ten (10) working days of the Stage 1 meeting, the complaint(s) may be raised by the employee with the City Solicitor or his/her designee. The complaint(s) should be set out

in writing, dated and delivered to the City Solicitor or his/her designee. This official will schedule a meeting (or meetings) to take place promptly after the matter was formally raised.

**Stage 3:**

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

**NOTE:**

This Complaint Policy and Procedure is not intended to cover a "complaint or a dispute between the City and either an employee or the Union pertaining to the application of or compliance with" the provisions of the Collective Bargaining Agreement between the City of Holyoke and the Union (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.

## **APPENDIX H**

### **GENERAL STANDARDS OF CONDUCT AND DISCIPLINE**

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

#### **Less Serious Matters**

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

#### **Serious Misconduct**

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

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

The specific conduct described above does not include all of the grounds for discipline or discharge either absent or after a warning. These descriptions are intended as illustrations of the type of conduct which must be avoided for the good of our employees and the City. Any other material violations of the law or public regulations or conduct usually considered harmful to the person or property of others will be grounds for discipline.

### **Application of Discipline**

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

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

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

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

### **Absence and Tardiness**

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

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

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

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

**SETTLEMENT AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF HOLYOKE**  
**AND N.A.G.E. R1-180, CLERICAL UNION**

The City of Holyoke and N.A.G.E. R1-180, Clerical Union, hereby agree to the following terms, conditions, and understandings to be incorporated into the successor collective bargaining agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. Article Two – Union Recognition:
  - a. Delete Paragraph 2.2, including the subsections, in its entirety.
  - b. In Paragraph 2.5, add “gender identity, pregnancy, pregnancy-related condition” to the first sentence.
  - c. In Paragraph 2.5, add “sexual orientation, gender identity, pregnancy, pregnancy-related condition” to the second sentence.
2. Article Four – Checkoff of Union Dues and Agency Fees: Remove all references to agency fees.
3. Article Ten – Holidays:
  - a. Add “Juneteenth” to Paragraph 10.1.
  - b. In the first sentence of Paragraph 10.2, delete “and to each temporary employee”
4. Article Twelve – Sick Leave: Reword Section 12.1 and 12.2 to reflect current practice.
5. Article Twelve B – Drug Testing: In the first sentence of Section DRG6, change “department head” to “City”.
6. Article Fourteen – Miscellaneous: Delete Section 14.6.
7. Article Fifteen – Adjustments of Grievances: Reword Paragraph 15.6(b) to read as follows: “The parties agree that the arbitration demand shall be submitted to the American Arbitration Association, and an arbitrator shall be selected in accordance with their normal process.”
8. Article Nineteen – Duration: Change the dates to reflect a contract duration of July 1, 2020 through June 30, 2022.
9. Appendix B – Salary Schedules:
  - a. Effective retroactive to July 1, 2020, 2.0% increase.
  - b. Effective retroactive to July 1, 2021, 2.0% increase.
  - c. The following adjustments shall be made retroactive to July 1, 2021:
    - i. Elizabeth Sullivan – Sanitarian II/S32
    - ii. Ryan Paxton – Sanitarian II/S32
    - iii. Deborah Schaier – Public Health Nurse/NS19, Step 9 (\$65,701)

- iv. Beatriz Colon – Head Clerk/S19
- v. Madalena Diniz – Sanitarian III/S36
- vi. Carlos Cruz – Sanitarian I/S28
- vii. Suzanne Beyer – Floating Principal Clerk/S14

10. Reassign/reclassify the Material Coordinator and Accounts Payable Specialist positions.

11. The parties agree that the records clerks assigned to the Police Department shall be moved to full-time effective upon ratification of this Agreement by both parties. This agreement does not in any way affect the City's ability to modify the number of hours worked in the future.

FOR THE CITY OF HOLYOKE

Terence Murphy  
Dated: 10/1/21

FOR N.A.G.E. R1-180 CLERICAL UNION

Angel  
Dated: 9/30/2021