

AGREEMENT

BETWEEN

THE CITY OF HOLYOKE

AND

HOLYOKE DEPUTY FIRE CHIEF'S ASSOCIATION

EFFECTIVE DATE: 7/1/19

EXPIRATION DATE: 6/30/22

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

WITNESSETH

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

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

ARTICLE ONE
PREAMBLE

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

ARTICLE TWO
ASSOCIATION RECOGNITION

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

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

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

Paragraph 2.04. The Association and the employees agree that the responsibility and the right to operate and manage the business and the affairs of the Department, the right to select and direct the working forces and the right to control, direct, discontinue and change the use of its properties, facilities and services are vested exclusively in the Board and in the City. These rights include without being limited to the right to control, determine and change the extent to which the properties and facilities under the control or supervision of the City shall be operated, located, increased or decreased and to introduce, change and operate new or improved facilities, methods, techniques, services and processes; to control, determine and change operation, overtime, emergency,

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

Paragraph 2.05. None of the provisions of Paragraph 2.04 shall in any manner limit or restrict the right of the Association to represent the employees in the bargaining unit with respect to wages, hours and conditions of employment as provided in Paragraph 2.01. The City and the Association agree that the provisions of this Agreement, shall be applied without regard to race, color, religious creed, sex or national origin and that they will not, during the term of this Agreement nor at any time, directly or indirectly or in any manner whatsoever, apply or attempt to apply any discipline, discrimination or penalty against any employee who engages or refrains from engaging in lawful Association activities.

Paragraph 2.06. The Association enters into this Agreement on its own behalf and as the collective bargaining representative of the employees in the bargaining unit as provided in Paragraph 2.01.

ARTICLE THREE **ASSOCIATION REPRESENTATIVES**

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

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

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

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

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

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

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

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

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

ARTICLE FOUR **CONTINUITY OF OPERATIONS**

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

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

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

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

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

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

ARTICLE FIVE
RESERVED

ARTICLE SIX
ADJUSTMENT OF GRIEVANCES

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

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

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

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

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

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

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

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

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

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

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

- (d) The arbitrator shall mail his/her written decision simultaneously to the Board and to the Association within thirty (30) calendar days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Board, the Association and the aggrieved employee or employees.
- (e) The expense of the arbitrator and the expenses directly related to the arbitration, including the filing fee, shall be shared equally by the City and by the Association. This paragraph shall also apply to grievance arbitration. In the event that one (1) party postpones or cancels a scheduled arbitration

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

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

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

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

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

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

ARTICLE SEVEN
CHECK OFF OF ASSOCIATION DUES AND AGENCY SERVICE FEES

Paragraph 7.01. During the term of this Agreement the City agrees that it will, at the written request of employees who sign and deliver to the City a written authorization designated as authorization for the deduction of Association dues and agency service fees in conformity with Appendix "A" attached to and made a part of this Agreement, make deductions in the manner and to the extent specifically described in this Article from the wages due and payable to said employees of their uniform periodic, regular, current, monthly Association dues as members of the Association and, as to those employees who are not members of the Association, the agency service fee as provided in Paragraph 2.02.

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

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

within ten (10) calendar days after the mailing of said statement the Association notifies the City in writing of any error.

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

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

Paragraph 7.06. The City shall not be liable to the Association for any error in making or failing to make any deduction required by the provisions of this Article except for willful misconduct or clear lack of good faith provided however, that upon notice in writing to the City by the Association of such error, the City shall make the appropriate deduction in the manner and to the extent prescribed in this Article in the next following pay period. The Association agrees that the City shall have the unqualified right to decline to make a deduction or deductions required by the provisions of this Article, if deemed necessary or prudent by the City to protect itself against assessments, attachments or liens against the wages of an employee which in the judgment of the City are or may be prior or superior to any deductions authorized pursuant to the provisions of this Article. The Association agrees that nothing in this Article shall be construed to obligate or require the Board or the City to do anything or to take any action contrary to law or contrary to government statutes or regulations.

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


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

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

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

ARTICLE EIGHT **OVERTIME**


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



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

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

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



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

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

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

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

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

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

- a. The hiring shall start with the most senior person on the respective list. It shall continue to go down the list until that round is complete.
- b. The city shall contact the members by phone at the number provided on the list or in person. The city shall leave a message.
- c. No member shall be skipped unless working the tour that is being offered, on vacation, on IOD or on personal sick leave unless there is a valid reason.
- d. In an effort to be caught up, upon returning from IOD a member shall be offered up to two (2) tours on the day list and two (2) tours on the night list.

- e. The city will allow the Association's President or his/her designee to review the daily reports to ensure the list is accurate.
- f. The Department's monthly report showing, by employee, the number of hours of overtime worked and the amount of overtime earned shall be made available to the Association concurrently with its submission to the Board of Fire Commissioners.
- g. For the purpose of overtime rules, a vacation shall be defined as any combination of vacation days, and personal days that total any combination of a minimum of four (4) consecutive tours off.

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

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

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

Paragraph 8.09. The parties agree that when the City requests mutual aid or responds to mutual aid, it shall automatically call back the same number of personnel for the number of apparatus as are involved in the mutual aid. However, the City may use

its discretion in determining the need to call back employees for the first thirty minutes (30) after a mutual aid request is received or made.

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

ARTICLE NINE
RESERVED

ARTICLE TEN
VACATIONS

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

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

An employee who attains the number of years of service in the calendar year to qualify for more vacation shall be granted vacation in that year by the schedule above. Up to ten (10) unused vacation days may be cashed in by December 31 of a calendar year at one hundred percent (100%) of that year's rate. The rate shall be computed by dividing the members weekly compensation by four (4) and multiplying with the number

of unused days. Employees who intend to cash in unused vacation days in accordance with this section must notify the Chief by January 15th of the amount of days they intend to cash-in in December of the same year. No later than December 1st of the same year, an employee may, in the case of an unscheduled emergency or unanticipated change in circumstances, notify the Chief in writing of the employee's intention to use up to one-half of the vacation days which they previously intended to cash-in. These days must be used and not sold back. Employees shall receive their cashed-in vacation pay no later than the second paycheck in December of the same year

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

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

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

Paragraph 10.03. Any employee who becomes separated from the Department through no fault of his/her own shall be entitled to compensation for vacation time due to

said employee at the time of his/her final payroll before his/her separation. If an employee is laid off due to lack of work, or lack of money or abolition of his/her position, the employee at his/her sole option shall be allowed to maintain his/her vacation time and to take such vacation in his/her first full year after his/her reinstatement to the Department. This right shall extinguish after two (2) years from the date of such layoff at which time the employee shall receive compensation for his/her vacation time due.

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

ARTICLE ELEVEN

SICK LEAVE

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

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

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

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

ARTICLE THIRTY-THREE
PERSONAL DAYS

Paragraph 33.0.

A. Each member of the bargaining unit is entitled to three (3) personal days per contract year. Once the minimum notice timelines in Paragraph 11.10 are met, personal days are subject to only the following restrictions.

1. Only one (1) Deputy Chief off using a Personal Day per shift (excluding the Executive Deputy).

B. Unused personal days may be cashed in by December 31 of a calendar year at one hundred ten percent (110%) of that year's rate. The payout shall occur in January of the following year.

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

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

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

ARTICLE THIRTY-FOUR
FIRE PREVENTION OFFICERS

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

ARTICLE THIRTY-FIVE
NON-DISCRIMINATION

Section 1:

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

Section 2:

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

- a. Submission or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or is the basis

for employment decisions;

- b. Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Section 3:

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

Section 4:

If the grievance is not resolved at Step 2 and if the Association wishes to pursue the matter, the employee and the Association must both agree to an election of forums/remedies. In order to proceed to arbitration, a demand must be filed by the Association in the manner and within the time limits set forth in 6.04 of the Grievance Arbitration Procedures as the sole and exclusive forum for resolving the discrimination claim and expressly electing to forego their right to proceeding with the matter before the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission, other administrative agencies and/or the Courts. No grievance will be processed further unless such a signed election is presented to the Employer within the five (5) working day time limit set forth in section 6.04 of the Grievance Arbitration Procedures of this Agreement.

ARTICLE THIRTY-SIX
DURATION AND TERMINATION

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

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

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

IN WITNESS WHEREOF, the CITY OF HOLYOKE has caused this AGREEMENT to be executed on its behalf by, Alex B. Morse it's duly elected Mayor, HOLYOKE DEPUTY FIRE CHIEF'S ASSOCIATION, has caused this AGREEMENT to be executed on its behalf by, Mark Fortin its President and duly authorized officer, at Holyoke, Massachusetts, this _____ day of _____, 2019.

Approved As To Form

BY _____

Giha Paro, Asst. Solicitor

CITY OF HOLYOKE

BY Alex B. Morse

Alex B. Morse, Mayor

HOLYOKE DEPUTY FIRE CHIEF'S ASSOCIATION

BY Mark Fortin

Mark Fortin, President

LIST OF DUTIES FOR PARAGRAPH 18.10

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

APPENDIX "A"
AUTHORIZATION FOR THE
DEDUCTION OF ASSOCIATION DUES

HOLYOKE DEPUTY FIRE CHIEFS ASSOCIATION
AUTHORIZATION FOR PAYROLL DEDUCTION

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

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

Signature of Employee.: _____

Department.: _____

Home Address.: _____

Telephone Number.: _____

(No Entries below this Line)

APPENDIX "B"

July 1, 2019 (Roll ins)	Deputy Chief	First Deputy Chief
Base	\$1,725.13	\$1,927.77
Medical Off or Staff Pos	\$1,817.12	\$2,030.78
Medical Off and Staff Pos	\$1,908.97	\$2,133.82
Certified Fire Inspector (CFI)	\$1,742.82	\$1,947.58
CFI and Staff Pos or Med Off	\$1,834.81	\$2,050.60
CFI and Staff Pos and Med Off	\$1,926.78	\$2,153.62
Base with EMT (EMT B)	\$1,745.71	\$1,950.46
EMT B and Staff Pos or Med Off	\$1,837.69	\$2,053.48
EMT B and Staff Pos and Med Off	\$1,929.66	\$2,156.51
EMT B and CFI	\$1,763.39	\$1,970.28
EMT B and CFI and Staff or Med Off	\$1,855.38	\$2,073.29
EMT B and CFI and Staff and Med Off	\$1,947.36	\$2,176.32
EMT Advanced	\$1,760.51	\$1,967.39
EMT Adv and Staff Pos or Med Off	\$1,852.49	\$2,070.41
EMT Adv and Staff Pos and Med Off	\$1,944.47	\$2,173.43
EMT Adv and CFI	\$1,778.21	\$1,987.20
EMT Adv and CFI and Staff or Med Off	\$1,870.19	\$2,090.22
EMT Adv and Staff and Med	\$1,962.16	\$2,193.23
EMT Paramedic	\$1,801.66	\$2,012.78
EMT Paramedic and Staff or Med Off	\$1,893.64	\$2,115.80
EMT Paramedic and Staff and Med Off	\$1,985.62	\$2,218.81
EMT Paramedic and CFI	\$1,819.36	\$2,032.60
EMT Para and CFI and Staff or Med	\$1,911.32	\$2,135.61
EMT Para and CFI and Staff and Med	\$2,003.31	\$2,238.62
July 2, 2019 (1.25%)	Deputy Chief	First Deputy Chief
Base	\$1,746.69	\$1,951.87
Medical Off or Staff Pos	\$1,839.83	\$2,056.16
Medical Off and Staff Pos	\$1,932.83	\$2,160.49
Certified Fire Inspector (CFI)	\$1,767.64	\$1,971.92
CFI and Staff Pos or Med Off	\$1,857.75	\$2,076.23
CFI and Staff Pos and Med Off	\$1,950.86	\$2,180.54
Base with EMT (EMT B)	\$1,767.53	\$1,974.84
EMT B and Staff Pos or Med Off	\$1,860.66	\$2,079.15
EMT B and Staff Pos and Med Off	\$1,953.78	\$2,183.47
EMT B and CFI	\$1,785.43	\$1,994.91
EMT B and CFI and Staff or Med Off	\$1,878.57	\$2,099.21
EMT B and CFI and Staff and Med Off	\$1,971.70	\$2,203.52
EMT Advanced	\$1,782.52	\$1,991.98
EMT Adv and Staff Pos or Med Off	\$1,875.65	\$2,096.29
EMT Adv and Staff Pos and Med Off	\$1,968.78	\$2,200.60
EMT Adv and CFI	\$1,800.44	\$2,012.04

EMT Adv and CFI and Staff or Med Off	\$1,893.57	\$2,116.35
EMT Adv and Staff and Med	\$1,986.69	\$2,220.65
EMT Paramedic	\$1,824.18	\$2,037.94
EMT Paramedic and Staff or Med Off	\$1,917.31	\$2,142.25
EMT Paramedic and Staff and Med Off	\$2,010.44	\$2,246.55
EMT Paramedic and CFI	\$1,842.10	\$2,058.01
EMT Para and CFI and Staff or Med	\$1,935.21	\$2,162.31
EMT Para and CFI and Staff and Med	\$2,028.35	\$2,266.60

January 1, 2020 (1.25%)

	Deputy Chief	First Deputy Chief
Base	\$1,768.52	\$1,976.27
Medical Off or Staff Pos	\$1,862.83	\$2,081.86
Medical Off and Staff Pos	\$1,956.99	\$2,187.50
Certified Fire Inspector (CFI)	\$1,789.74	\$1,996.57
CFI and Staff Pos or Med Off	\$1,880.97	\$2,102.18
CFI and Staff Pos and Med Off	\$1,975.25	\$2,207.80
Base with EMT (EMT B)	\$1,789.62	\$1,999.53
EMT B and Staff Pos or Med Off	\$1,883.92	\$2,105.14
EMT B and Staff Pos and Med Off	\$1,978.20	\$2,210.76
EMT B and CFI	\$1,807.75	\$2,019.85
EMT B and CFI and Staff or Med Off	\$1,902.05	\$2,125.45
EMT B and CFI and Staff and Med Off	\$1,996.35	\$2,231.06
EMT Advanced	\$1,804.80	\$2,016.88
EMT Adv and Staff Pos or Med Off	\$1,899.10	\$2,122.49
EMT Adv and Staff Pos and Med Off	\$1,993.39	\$2,228.11
EMT Adv and CFI	\$1,822.95	\$2,037.19
EMT Adv and CFI and Staff or Med Off	\$1,917.24	\$2,142.80
EMT Adv and Staff and Med	\$2,011.52	\$2,248.41
EMT Paramedic	\$1,846.98	\$2,063.41
EMT Paramedic and Staff or Med Off	\$1,941.28	\$2,169.03
EMT Paramedic and Staff and Med Off	\$2,035.57	\$2,274.63
EMT Paramedic and CFI	\$1,865.13	\$2,083.74
EMT Para and CFI and Staff or Med	\$1,959.40	\$2,189.34
EMT Para and CFI and Staff and Med	\$2,053.70	\$2,294.93

July 1, 2020 (1.0%)

	Deputy Chief	First Deputy Chief
Base	\$1,786.21	\$1,996.03
Medical Off or Staff Pos	\$1,881.46	\$2,102.68
Medical Off and Staff Pos	\$1,976.56	\$2,209.38
Certified Fire Inspector (CFI)	\$1,807.64	\$2,016.54
CFI and Staff Pos or Med Off	\$1,899.78	\$2,123.20
CFI and Staff Pos and Med Off	\$1,995.00	\$2,229.88
Base with EMT (EMT B)	\$1,807.52	\$2,019.53
EMT B and Staff Pos or Med Off	\$1,902.76	\$2,126.19

EMT B and Staff Pos and Med Off	\$1,997.98	\$2,232.87
EMT B and CFI	\$1,825.83	\$2,040.05
EMT B and CFI and Staff or Med Off	\$1,921.07	\$2,146.70
EMT B and CFI and Staff and Med Off	\$2,016.31	\$2,253.37
EMT Advanced	\$1,822.85	\$2,037.05
EMT Adv and Staff Pos or Med Off	\$1,918.09	\$2,143.71
EMT Adv and Staff Pos and Med Off	\$2,013.32	\$2,250.39
EMT Adv and CFI	\$1,841.18	\$2,057.56
EMT Adv and CFI and Staff or Med Off	\$1,936.41	\$2,164.23
EMT Adv and Staff and Med	\$2,031.64	\$2,270.89
EMT Paramedic	\$1,865.45	\$2,084.04
EMT Paramedic and Staff or Med Off	\$1,960.69	\$2,190.72
EMT Paramedic and Staff and Med Off	\$2,055.93	\$2,297.38
EMT Paramedic and CFI	\$1,883.78	\$2,104.58
EMT Para and CFI and Staff or Med	\$1,978.99	\$2,211.23
EMT Para and CFI and Staff and Med	\$2,074.24	\$2,317.88

January 1, 2021 (1.0%)

	Deputy Chief	First Deputy Chief
Base	\$1,804.07	\$2,015.99
Medical Off or Staff Pos	\$1,900.27	\$2,123.71
Medical Off and Staff Pos	\$1,996.33	\$2,231.47
Certified Fire Inspector (CFI)	\$1,825.72	\$2,036.71
CFI and Staff Pos or Med Off	\$1,918.78	\$2,144.43
CFI and Staff Pos and Med Off	\$2,014.95	\$2,252.18
Base with EMT (EMT B)	\$1,825.60	\$2,039.73
EMT B and Staff Pos or Med Off	\$1,921.79	\$2,147.45
EMT B and Staff Pos and Med Off	\$2,017.96	\$2,255.20
EMT B and CFI	\$1,844.09	\$2,060.45
EMT B and CFI and Staff or Med Off	\$1,940.28	\$2,168.17
EMT B and CFI and Staff and Med Off	\$2,036.47	\$2,275.90
EMT Advanced	\$1,841.08	\$2,057.42
EMT Adv and Staff Pos or Med Off	\$1,937.27	\$2,165.15
EMT Adv and Staff Pos and Med Off	\$2,033.45	\$2,272.89
EMT Adv and CFI	\$1,859.59	\$2,078.14
EMT Adv and CFI and Staff or Med Off	\$1,955.77	\$2,185.87
EMT Adv and Staff and Med	\$2,051.96	\$2,293.60
EMT Paramedic	\$1,884.10	\$2,104.88
EMT Paramedic and Staff or Med Off	\$1,980.30	\$2,212.63
EMT Paramedic and Staff and Med Off	\$2,076.49	\$2,320.35
EMT Paramedic and CFI	\$1,902.62	\$2,125.63
EMT Para and CFI and Staff or Med	\$1,998.78	\$2,233.34
EMT Para and CFI and Staff and Med	\$2,094.98	\$2,341.06

July 1, 2021 (1.5%)

	Deputy Chief	First Deputy Chief
Base	\$1,831.13	\$2,046.23

Medical Off or Staff Pos	\$1,928.77	\$2,155.57
Medical Off and Staff Pos	\$2,026.27	\$2,264.94
Certified Fire Inspector (CFI)	\$1,853.11	\$2,067.26
CFI and Staff Pos or Med Off	\$1,947.56	\$2,176.60
CFI and Staff Pos and Med Off	\$2,045.17	\$2,285.96
Base with EMT (EMT B)	\$1,852.98	\$2,070.33
EMT B and Staff Pos or Med Off	\$1,950.62	\$2,179.66
EMT B and Staff Pos and Med Off	\$2,048.23	\$2,289.03
EMT B and CFI	\$1,871.75	\$2,091.36
EMT B and CFI and Staff or Med Off	\$1,969.38	\$2,200.69
EMT B and CFI and Staff and Med Off	\$2,067.02	\$2,310.04
EMT Advanced	\$1,868.70	\$2,088.28
EMT Adv and Staff Pos or Med Off	\$1,966.33	\$2,197.63
EMT Adv and Staff Pos and Med Off	\$2,063.95	\$2,306.98
EMT Adv and CFI	\$1,887.48	\$2,109.31
EMT Adv and CFI and Staff or Med Off	\$1,985.11	\$2,218.66
EMT Adv and Staff and Med	\$2,082.74	\$2,328.00
EMT Paramedic	\$1,912.36	\$2,136.45
EMT Paramedic and Staff or Med Off	\$2,010.00	\$2,245.82
EMT Paramedic and Staff and Med Off	\$2,107.64	\$2,355.16
EMT Paramedic and CFI	\$1,931.16	\$2,157.51
EMT Para and CFI and Staff or Med	\$2,028.76	\$2,266.84
EMT Para and CFI and Staff and Med	\$2,126.40	\$2,376.18

January 1, 2022 (1.5%)

	Deputy Chief	First Deputy Chief
Base	\$1,858.60	\$2,076.92
Medical Off or Staff Pos	\$1,957.70	\$2,187.90
Medical Off and Staff Pos	\$2,056.66	\$2,298.91
Certified Fire Inspector (CFI)	\$1,880.91	\$2,098.27
CFI and Staff Pos or Med Off	\$1,976.77	\$2,209.25
CFI and Staff Pos and Med Off	\$2,075.85	\$2,320.25
Base with EMT (EMT B)	\$1,880.77	\$2,101.38
EMT B and Staff Pos or Med Off	\$1,979.88	\$2,212.35
EMT B and Staff Pos and Med Off	\$2,078.95	\$2,323.37
EMT B and CFI	\$1,899.83	\$2,122.73
EMT B and CFI and Staff or Med Off	\$1,998.92	\$2,233.70
EMT B and CFI and Staff and Med Off	\$2,098.03	\$2,344.69
EMT Advanced	\$1,896.73	\$2,119.60
EMT Adv and Staff Pos or Med Off	\$1,995.82	\$2,230.59
EMT Adv and Staff Pos and Med Off	\$2,094.91	\$2,341.58
EMT Adv and CFI	\$1,915.79	\$2,140.95
EMT Adv and CFI and Staff or Med Off	\$2,014.89	\$2,251.94
EMT Adv and Staff and Med	\$2,113.98	\$2,362.92
EMT Paramedic	\$1,941.05	\$2,168.50
EMT Paramedic and Staff or Med Off	\$2,040.15	\$2,279.51

EMT Paramedic and Staff and Med Off	\$2,139.25	\$2,390.49
EMT Paramedic and CFI	\$1,960.13	\$2,189.87
EMT Para and CFI and Staff or Med	\$2,059.19	\$2,300.84
EMT Para and CFI and Staff and Med	\$2,158.30	\$2,411.82

Appendix "A"

CITY OF HOLYOKE DEPARTMENT OF PUBLIC WORKS GENERAL CONDUCT RULES AND REGULATIONS

The General Superintendent requests the cooperation of all DPW employees in the Department's efforts to make every employee familiar with all of its safety and operating rules, in order that accidents may be prevented and effective performance promoted.

In the interest of this common cause, the DPW has obligated itself to enforce, both strictly and fairly, the rules listed below, and where necessary applying disciplinary action to assure compliance.

To minimize the likelihood of any employee becoming disciplined, the General Superintendent restates herewith that the following rules will continue to govern employment in the DPW.

Section I

A violation of leave abuse, safety, working, or employee conduct rules not specified in Section II shall be cause for corrective disciplinary action. This action may consist of the following: one written warning, a second written warning, a three (3) day suspension, a five (5) day suspension, a thirty (30) day suspension, and/or termination as well as incorporating a record of the offense in the personnel file of the employee.

Issuance of disciplinary action starts a six-month "probationary window." If no additional violation of a safety, working or employee conduct rule not specified in Section II occurs within that six-month period, the disciplinary action will be rendered inactive for future disciplinary purposes. All warning notices and suspensions issued, whether active or inactive, will however remain a part of the employee's Personnel File. Each succeeding violation carries an additional six-month probationary window in which progressive discipline can continue. When the probationary window expires at any time during this process, all previous warning notices and/or suspensions will be rendered inactive.

Disciplinary action issued under Section I shall be applied progressively within, and not between, each rule indicated below.

These Section I rules include but are not limited to:

- a. Leaving your work place or visiting around the site from your usual or assigned place of duty at any time, either during our outside your regular working hours, without permission of your supervisor
- b. Unsatisfactory work performance.
- c. Tardiness and job abandonment.
- d. No call, no show.

Section II

The following offenses may be cause for a suspension up to five days or discharge based upon the circumstances surrounding the incident. Employees suspended for violations of this section will be reinstated on a last chance basis. Another offense will be cause for discharge within a twelve (12) month period. These Section II rules include but are not limited to:

- a. Carelessness in the performance of duties assigned or in the care or use of DPW and City property.
- b. Stealing or conduct, including hiding, damaging or destroying any property of the City, DPW or other employees.
- c. Obtaining material on fraudulent orders or misrepresentation.
- d. Falsifying or refusing to give testimony when accidents are being investigated; falsifying or assisting in the falsification of personnel records or other records; giving false information in making application for employment.
- e. Use of abusive or threatening language towards another employee, City official or the general public.
- f. Unauthorized possession of weapons or explosives, without written consent.
- g. Reporting for work under the influence of alcohol; being in possession of alcohol while in or on DPW property; reporting for work under the influence of drugs not prescribed by a licensed physician for personal use while at work; being in possession of illegal drugs while in or on DPW property.
- h. Fighting or attempting bodily injury to another employee or the general public.
- i. Smoking or striking lights in restricted (hazardous) areas.
- j. Offering or receiving money or other valuable consideration in exchange for a job, better work place or any advantage in working conditions.
- k. Conduct which violates the common decency, morality or law of the community (including gambling on DPW property).
- l. Unauthorized use of DPW property.
- m. Insubordination (refusal or failure to perform work assigned, or to comply with the instructions of a supervisor).
- n. Sexual, racial, or other legally prohibited harassment or discrimination to an employee, customer, or member of the public during or arising out of the work hours or workplace.

Section III

A violation of Section III Leave Abuse shall be cause for corrective disciplinary action. This action may consist of the following: two written warnings, a one (1) day suspension, a three (3) day suspension, a five (5) day suspension, a thirty (30) day suspension or termination, as well as incorporating a record of the offense in the personnel file of the employee.

Issuance of disciplinary action starts a twelve-month "probationary window." If no additional violation of leave abuse occurs within that twelve-month period, the disciplinary action will be rendered inactive for future disciplinary purposes. All warning notices and suspensions issued, whether active or inactive, will however remain a part of the employee's Personnel File. Each succeeding violation carries an additional twelve-month probationary window in which progressive discipline can continue. When the probationary window expires at any time during this process, all previous warning notices and/or suspensions will be rendered inactive.

APPENDIX "B"

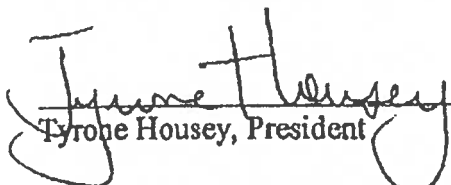
MEMORANDUM OF AGREEMENT
TEMPORARY WORKERS

To maintain operation capacity, the City may utilize temporary employees during periods of extended employee absence due to a work related injury (workman's comp), or a non-work related injury, or the City's Income Replacement Benefit, regardless of the DPW unit the employee works for. The City recognizes the Union's concern that hiring large numbers of temporary employees tends to undercut the proper role of this Collective Bargaining Agreement. The City will attempt to place employees who are on workman's comp, on light duty assignments provided the light duty assignments are available and are with the employee's work restrictions.

Temporary employees shall be utilized under the following conditions:

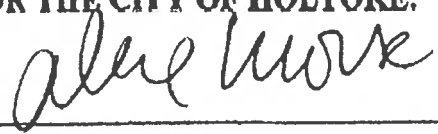
- a. Temporary employees will be hired from an outside agency and considered not to be a member of the bargaining unit.
- b. When a temporary employee is hired to replace an injured employee of the bargaining unit, the temporary employee shall not work in the same job capacity in excess of six (6) months without mutual agreement between the City and the Union.
- c. Temporary employees will be placed on refuse and work as laborers.
- d. Temporary employees cannot bid on any open bargaining unit position until they are hired as permanent employees of the City in accordance with Civil Laws and the collective bargaining agreement.
- e. The City will not have more than five (5) temporary workers at a given time without, mutual agreement between the City and the Union.
- f. Temporary employees shall not be paid greater than any current bargaining unit within the same job classification and will receive no benefits as outline in the collective bargaining agreement while at the Holyoke DPW.
- g. Any scheduled or unscheduled overtime work shall be first offered to bargaining unit members in accordance with the terms of the collective bargaining agreement.

FOR UCFW LOCAL 1459:


Tyrohe Housey, President

8/21/2020
Date

FOR THE CITY OF HOLYOKE:


Alex B. Morse, Mayor

8-23-2020
Date