

COLLECTIVE BARGAINING AGREEMENT

By and Between

**THE BOARD OF PUBLIC WORKS OF
THE CITY OF HOLYOKE, MASSACHUSETTS**

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Holyoke Public Works Supervisors
Local 424 - Unit MADIV111**

July 1, 2019 to June 30, 2022

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AGREEMENT

THIS AGREEMENT is made and entered into at Holyoke, Massachusetts by and between the City of Holyoke, Massachusetts, hereinafter designated and referred to as the "City," and UNITED PUBLIC SERVICE EMPLOYEES UNION, 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 20 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 10. 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 are 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 the continuity of the operations, facilities and services under the jurisdiction of the City.

Paragraph 11. 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/she 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 12. 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 Board of Public Works and the Department of Public Works of the City of Holyoke will be designated and referred to as the Board and the Department, respectively.

ARTICLE TWO

UNION RECOGNITION

Paragraph 20. EMPLOYEES COVERED. Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 31 and of Chapter 149 of the General Laws of The Commonwealth of Massachusetts, the City, during the terms 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 the Supervisors, Foremen and Principal Yard Clerks in its Department of Public Works, excluding the members of the Board, the General Superintendent of Public Works, Assistant Superintendent of Public Works and all other employees of the Department of Public Works and of the City of Holyoke. Except when the Union is notified otherwise in writing, the City designates the General Superintendent of Public Works as the agent for 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. For the purposes of this Agreement, the General Superintendent will sometimes be designated and referred to as the Superintendent.

Paragraph 21. Nothing in this Agreement shall limit or restrict the right of the employees not included in the bargaining unit as provided in Paragraph 20, except foremen or professional engineers or professional technicians employed by the Board or engaged professionally and the members of their respective staffs from performing for, or on behalf of, the City or the Board of Public Works, such work incidental to their normal functions and responsibilities as they consider necessary or advisable.

Paragraph 22. The Union 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, 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 or of the Board 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 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 workday 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 Department, employee conduct and public relations; to control, determine, establish and change facilities and services on the premises under the control or supervision of the City or the use or benefit to 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; 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 Department 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 inherent and legal right to the City and of the Board to control, direct, manage and make changes in the operations and the affairs of the Department, except when such action by the City or by the Board is contrary to a specific provision of this Agreement, the exercise by The City or by the Board of the rights as provided in this Paragraph 22 shall not be subject to the provisions of Article Fifteen.

Paragraph 23. None of the provisions of Paragraph 22 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 20.

Paragraph 24. The Union enters into this Agreement on its own behalf and as the collective bargaining representative of the employees in the bargaining unit as provided in Paragraph 20.

ARTICLE THREE

UNION REPRESENTATIVES

Paragraph 30. The City will deal with the President and the Vice President of the Union with respect to matters pertaining to the administration of the provisions of this Agreement. The Union shall as soon as reasonably possible after the execution of this Agreement, furnish to the Board in writing the names of its President and its Vice President with whom the Board will be requested to deal with as provided in this Paragraph 30. The Union shall promptly notify the Board in writing of any changes in the identity of its President or its Vice President.

Paragraph 31. The President and the Vice President of the Union 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 purpose of administering the provisions of this Agreement. The Officers of the Union shall, whenever possible, make an advance appointment for such visits with the General Superintendent. All matters pertaining to the administration of the provisions

of this Agreement shall be initiated at the office of the Superintendent and shall not be handled on the premises under the control or supervision of the Board or of the City except as specifically provided in Paragraph 32.

Paragraph 32. The Board will upon request by the Union make reasonable arrangements for the President and the Vice President of the Agreement during working hours and on the premises under the control or supervision of the Board. The Union agrees that its President and its Vice President are the agents of the Union and that each of said Officers shall exercise responsible judgment and due care in the discharge of his 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 33. Nothing in this Article or in this Agreement shall authorize or permit an Officer of the Union 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 should directly or indirectly assist, cause, encourage, support, threaten or participate in any of the prohibited conduct described in Paragraph 50 or engage in any violation of the provisions of this Agreement, the City or the Board may invoke disciplinary action including discharge and such action if invoked by the City or by the Board shall not be subject to the provisions of Article Fifteen provided however, that the fact of the occurrence of the conduct prohibited by the provisions of this Paragraph 33 shall be Article Fifteen. In the event that the occurrence of the conduct prohibited by the provisions of this Paragraph 33 is submitted to arbitration, the sole question to be determined by the arbitrator shall be whether said conduct did in fact occur.

ARTICLE FOUR

CHECK-OFF OF UNION DUES

Paragraph 40. 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, weekly Union dues as members of the Union.

Paragraph 41. The deductions from wages as provided in this Article shall be made in equal biweekly installments in a total amount equal to the Union dues 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 42. The amount of the regular current, weekly Union dues collected by the Board by deductions from the wages due and payable to the form which the Board 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 UNITED PUBLIC SERVICE EMPLOYEES UNION at 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779 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 43. The AUTHORIZATION FOR THE DEDUCTION OF UNION DUES referred to in Paragraph 40 may be withdrawn by the employee by whom it was executed at any time by giving at least sixty (60) day's notice in writing of such withdrawal delivered to the Treasurer of the City at his office in Holyoke, Massachusetts and by the filing of a copy of said withdrawal with UNITED PUBLIC SERVICE EMPLOYEES UNION at 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779, Said authorization, if not previously withdrawn or canceled shall be deemed automatically withdrawn and canceled and of no further force or effect upon the termination of an applicable, effective Collective Bargaining Agreement between the City and the Union or upon the termination of the employment in the Department of Public Works of the employee by whom it was signed, whichever shall first occur. Notwithstanding any provisions to the authorization shall be deemed revocable and subject to withdrawal, automatic cancellation or revocation as provided in this Article.

Paragraph 44. It is agreed that the obligations of the City with respect to the check-off of uniform regular, current weekly 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 authorizations 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, weekly Union dues 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, weekly 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 45. 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 assignment, 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 Union 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 46. 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, weekly Union dues. Unless and until advised in writing by the Union that the amount of its uniform periodic, regular, weekly dues have been changed in accordance with applicable law, the City may conclusively presume that the amount of said weekly dues is unchanged.

Paragraph 47. The Union 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 Union dues delivered to the Board or 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 48. In the event of the breach of any of the provisions of Article Five, the obligations of the Board and of the City under the provisions of this Article Four shall, without the necessity of any action by the Board or by the City forthwith and automatically terminated and shall be of no further force or effect.

ARTICLE FIVE

CONTINUITY OF OPERATIONS

Paragraph 50. 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 other direct or indirect interruption of or interference with the operations, services or any of the functions of the Board, the City or the Department. 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 51. The Union agrees that it will not ratify, condone or lend support to any violation of Paragraph 50 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. No grievance or other dispute shall be taken up for discussion and settlement by the City and the Union until all such violations have been terminated. Any employee or employees who engages or participates in any of the prohibited conduct described in Paragraph 50 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 50.

Paragraph 52. 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 50, 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, return to work immediately and to comply promptly with the provisions of this Article.
- (d) Post a notice on the Union bulletin board stating that the Union disapproves of 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 53. In the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph 50, 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 or remedies. The Union 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 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.

Paragraph 54. 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

HOURS AND OVERTIME

Paragraph 60. The workweek shall begin at 3:00 P.M. on Friday and shall end at 3:00 P.M. the following Friday. Except as otherwise provided in Paragraph 61, the workday shall begin at 7:00 A.M. and shall end at 7:00 A.M. the following day. Except as otherwise provided in Paragraph 61, eight (8) consecutive hours of work exclusive of a meal period in any one (1) work day shall constitute the normal work day and forty (40) hours of work in five (5) normal work days exclusive of meal periods in any one (1) work week as provided in this Paragraph, shall constitute the normal work week.

Paragraph 61. The normal hours of work for employees who perform work as an Office Manager and Principal Clerk/Stenographer shall be as follows:

<u>Day of the Week</u>	<u>Hours of Work</u>
Monday through Friday	8:30 A.M. to 4:30 P.M. One (1) hour for lunch

Paragraph 62. The daily and weekly working periods described in this Article shall not

be deemed a guarantee by the City or by the Board that any particular number of hours of work will be available nor in any way limit or restrict the right of the Board or of the Department 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 the Superintendent, an employee shall perform holiday work and reasonable overtime work as directed.

Paragraph 63. Except as otherwise specifically provided in this Paragraph and in this Article, one and one-half (1-1/2) times the straight time hourly wage rate shall be paid for all work scheduled by the Board and performed by an employee:

- (a) Except as otherwise specifically provided in Subparagraph (b), in excess of eight (8) consecutive hours in one (1) workday.
- (b) For the employees named in Paragraph 61, in excess of seven (7) consecutive hours in one (1) workday.
- (c) On Sunday and on the holidays named in Paragraph 100 and which shall be in addition to the holiday pay as provided in Article Ten.
- (d) Except as otherwise specifically provided in Subparagraph (e), in excess of forty (40) hours in any work week; and,
- (e) For the employees named in Paragraph 61, in excess of thirty-five (35) hours in any work week and on Saturday for an employee who works on the preceding Friday and on the following Monday except when the failure to work on one (1) or both of said days is because of a reason satisfactory to the Superintendent.

Overtime computed and paid on a daily basis shall not be duplicated on a weekly basis. 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 rates shall be paid.

Paragraph 64A. CALL-IN Pay Except as otherwise specifically provided in this Paragraph 64A, an employee especially called in to work outside of his/her regularly scheduled work week shall be paid for the work performed at one and one-half (1 1/2) times his/her straight time hourly wage rate, subject to a minimum based on four (4) hours at his/her straight time wage rate. An employee called in to work outside of his/her regularly scheduled work week on a Sunday or holiday, who works in excess of eight (8) consecutive hours shall be paid at two (2) times his/her straight rate of pay for time worked in excess of such eight (8) consecutive hours. An employee who reports for work as provided in this Paragraph 64A shall perform the work assigned to him/her by the Board and the failure by the employee to perform said work shall relieve the Board from the obligations as provided in this Paragraph 64A.

Paragraph 64B. STAND-BY PAY. The Board or General Superintendent shall establish a year-round standby list. The standby list shall be established to ensure that a supervisory employee, or employees, are available for immediate service upon call. An

employee who has been assigned to be on stand-by status, shall be paid at a rate two (2) hours standby pay for each twenty-four (24) hour period during which time said employee is on standby status, but is not called in for service. If called in for service, the employee shall be compensated per Paragraph 64 of this Article. An employee on stand-by service who fails to respond to a call for service shall lose the two (2) hours standby pay for each twenty-four (24) hour period standby pay for that day, and may be subject to further disciplinary action.

The employees in these following positions shall be included on the standby list and the parties agree that standby status is an essential function of the job duties for these positions:

Construction Engineer	Refuse Foreman
City Forester	Refuse/Recycling Coordinator
Highway Foreman	Automotive Supervisor
General Construction Inspector	Building Maintenance Supervisor

In the event an employee is unavailable on their scheduled time on the standby list, the employee may swap some or all of their scheduled time with another employee.

The General Superintendent may, at his sole discretion, choose not to have any employees on standby status. In the event the General Superintendent decides to resume standby status, he or she shall return to the rotating standby list.

In the event an employee requested to be exempted from the standby list, the employee must make a request in writing to the City and the Union stating his or her reasons, the time period for the exemption, and the parties must agree to permit the employee be exempt. However, this provision shall not interfere with the City's obligation and responsibilities under other state and federal laws, including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA") and Massachusetts General Laws Chapter 151B, the Massachusetts employment discrimination law.

If the employee who has been assigned to be on standby service is unable to perform the work due to a temporary hardship, and the employee is unable to find another employee to cover or swap the standby time, the Superintendent of Outdoor works shall serve in his or her place. The employee shall make known this hardship as soon as possible. An employee who fails to make arrangements to cover or swap standby time during the temporary hardship may be subject to disciplinary action.

Paragraph 65. The General Superintendent shall create a year round standby list for other than WWTP Supervisors.

Paragraph 66. Any available overtime of a supervisory nature will be offered to members of UPSEU prior to giving out overtime to others; i.e., intermittent foreman, members of UFCW.

Paragraph 67. CITY HALL CLOSINGS. When the Mayor closes City Hall for business, other than holidays, all essential personnel who are required to work will receive overtime for hours worked in accordance with Paragraph 64A. All non-essential personnel will be sent home. Refer to Paragraph 114 for employees using Scheduled Leave when City Hall is closed.

ARTICLE SEVEN

WAGES

Paragraph 70. Effective at the stated times and subject to the provisions of this Agreement, an employee who performs the work in the job titles described in this Paragraph 70 shall receive annual compensation in accordance with the following Classification and Compensation Schedules:

<u>Effective July 1, 2019</u>	
Title	Grade
Principal Clerk & Stenographer	PS-13
Highway Foreman	PS-17
Refuse Foreman	PS-17
Automotive Supervisor	PS-22
Office Manager	PS-22
General Construction Inspector	PS-22
Building Maintenance Supervisor	PS-22
Refuse/Recycling Coordinator	PS-22
Supervisor Outdoor Works	PS-29
City Forester	PS-30
Construction Engineer	PS-30

Grade	Step 1	Step 2	Step 3
PS-7	\$40,190.29	\$42,161.28	\$44,095.73
PS-10	\$43,131.36	\$45,065.81	\$47,010.54
PS-13	\$45,245.20	\$47,175.07	\$49,103.80
PS-15	\$46,436.95	\$48,462.80	\$50,496.66
PS-16	\$48,086.88	\$50,159.58	\$52,237.99
PS-17	\$49,739.10	\$51,854.08	\$53,979.34
PS-20	\$51,339.90	\$52,552.21	\$55,593.85
PS-22	\$53,949.99	\$56,086.68	\$58,222.22
PS-26	\$56,926.13	\$57,834.51	\$59,588.43
PS-28	\$57,834.51	\$59,588.43	\$61,338.91
PS-29	\$58,849.51	\$60,603.43	\$62,353.91
PS-30	\$59,586.14	\$61,341.19	\$62,722.62

Effective JULY 1, 2020

Title	Grade
Principal Clerk & Stenographer	PS-13
Highway Foreman	PS-17
Refuse Foreman	PS-17
Automotive Supervisor	PS-22
Office Manager	PS-22
General Construction Inspector	PS-22
Building Maintenance Supervisor	PS-22
Refuse/Recycling Coordinator	PS-22
Supervisor Outdoor Works	PS-29
City Forester	PS-30
Construction Engineer	PS-30

Grade	Step 1	Step 2	Step 3
PS-7	\$40,793.14	\$42,793.70	\$44,757.17
PS-10	\$43,778.33	\$45,741.79	\$47,715.70
PS-13	\$45,923.88	\$47,882.69	\$49,840.36
PS-15	\$47,133.50	\$49,189.74	\$51,254.11
PS-16	\$48,808.19	\$50,911.98	\$53,021.56
PS-17	\$50,485.19	\$52,631.89	\$54,789.03
PS-20	\$52,110.00	\$53,340.50	\$56,427.76
PS-22	\$54,759.24	\$56,927.98	\$59,095.55
PS-26	\$57,780.02	\$58,702.02	\$60,482.25
PS-28	\$58,702.02	\$60,482.25	\$62,258.99
PS-29	\$59,732.25	\$61,512.48	\$63,289.21
PS-30	\$60,479.94	\$62,261.31	\$63,663.45

Effective JULY 1, 2021

Title	Grade
Principal Clerk & Stenographer	PS-13
Highway Foreman	PS-17
Refuse Foreman	PS-17
Automotive Supervisor	PS-22
Office Manager	PS-22
General Construction Inspector	PS-22
Building Maintenance Supervisor	PS-22
Refuse/Recycling Coordinator	PS-22
Supervisor Outdoor Works	PS-29
City Forester	PS-30
Construction Supervisor	PS-30

Grade	Step 1	Step 2	Step 3
PS-7	\$41,405.04	\$43,435.61	\$45,428.52
PS-10	\$44,435.00	\$46,427.92	\$48,431.43
PS-13	\$46,612.73	\$48,600.93	\$50,587.96
PS-15	\$47,840.51	\$49,927.59	\$52,022.92
PS-16	\$49,540.31	\$51,675.66	\$53,816.88
PS-17	\$51,242.46	\$53,421.37	\$55,610.87
PS-20	\$52,891.65	\$54,140.60	\$57,274.18
PS-22	\$55,580.63	\$57,781.90	\$59,981.98
PS-26	\$58,646.73	\$59,582.56	\$61,389.49
PS-28	\$59,582.56	\$61,389.49	\$63,192.87
PS-29	\$60,628.23	\$62,435.17	\$64,238.55
PS-30	\$61,387.13	\$63,195.23	\$64,618.41

Payment of wages in this article shall be effective and retroactive to July 1, 2019.

Paragraph 71. There shall be no restrictions on the right of the City or of the Board to pay starting compensation at any step in the wage schedule as provided in this Article to new or additional employees.

Paragraph 72. The job titles or the work descriptions named in Article Six and in Article Seven in this Agreement are for the sole purpose of determining hourly wage rates and nothing in said Articles or in this Agreement shall in any way limit or restrict the right of the Board to assign work to the employees or to transfer an employee from one (1) department to another, from one (1) job to another or from one (1) location to another. The provisions of this Paragraph 72 are subject to the provisions of Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

Paragraph 73. Grade increases shall be to the new higher grade at the same step the member held immediately prior to the grade increase, unless stated otherwise.

ARTICLE EIGHT

INCOME REPLACEMENT BENEFIT

Paragraph 80. Each employee covered by this Agreement who has six (6) months or more service with the Board at the beginning of the contract year is eligible for coverage by the City's Income Replacement Benefit ("IRB") in the manner and to the extent described in this Article and in the governing Plan Description and applicable insurance documents, the City will insure its IRB obligation. Eligible employees will receive seventy percent (70%) of the employee's regular straight-time hourly rate for the employee's regular weekly hours, up to a maximum of forty hours (40) hours per week, up to a maximum of twenty - six (26) continuous weeks in the event of an eligible employee's absence for the employee's non - work -related illness or injury that requires treatment and care by a health care provider and that cannot be accommodated in light duty or another assignment for which the employee is qualified. In the event of an illness, the IRB benefit payment begins on the eighth (8th) day of absence and on the first day in the event of an accident. Employees having retained accrued sick days may utilize and apply their accrued sick days toward the period before IRB benefit payments begin and to supplement the IRB benefit up to a maximum (one hundred percent (100%)) of the employee's usual wage compensation. Employees may apply available annual leave toward the period before IRB benefit payments begin.

ARTICLE NINE

LONGEVITY

Paragraph 90. 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 actually working for the City on his/her employment anniversary shall receive annual longevity pay in accordance with the following schedule effective July 1, 2019:

<u>Length of Continuous Employment on Employment Anniversary</u>	<u>Annual Longevity Pay</u>
Five (5) years and less than Ten (10) years	\$500.00
Ten (10) years and less than fifteen (15) years	\$850.00
Fifteen (15) years and less than twenty (20) years	\$925.00
Twenty (20) years and less than twenty-five (25) years	\$1100.00
Twenty-five (25) years or more	\$1,250.00

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

ARTICLE TEN

HOLIDAYS

Paragraph 100. In the manner and to the extent provided in this Article, each full time employee who qualifies under the provisions of Paragraph 91, shall receive one (1) day of pay at his/her straight time wage rate which shall not be included in his/her accumulated weekly working hours for the following holidays on Monday through Friday:

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

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. When a paid holiday as provided in this Article falls on Sunday, the following Monday will be considered the paid holiday.

Paragraph 101. The holiday pay for each of the holidays provided in this Article shall be paid only to each full time permanent employee and to each temporary employee who has been in the employ of the Board for six (6) months who have actually worked for the Board during the thirty (30) working days immediately preceding the holiday and on his/her 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 Board.

Before paying holiday pay to an employee who is unable to work as provided in this Paragraph because of illness or injury, the Board 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 Board may require a certificate by the attending 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 Board 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 102. An employee who is requested to work on any of the holidays named in Paragraph 100 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 so working which are satisfactory to the Board.

ARTICLE ELEVEN

ANNUAL LEAVE

Paragraph 110. In the manner and to the extent provided in this Article, employees covered by this Agreement will be eligible during each fiscal year for paid time off on the following basis and upon the following conditions.

Paragraph 111. The amount of paid leave each year for which an employee is eligible is based upon an employee's length of employment by the Board as follows:

Length of Continuous Employment Employment	Amount of paid Annual Leave
More than One (1) month and less than Thirty (30) weeks	One (1) day for each month of actual work to a maximum of Ten (10) days
Thirty (30) weeks or more and less Five (5) years	Twenty-Seven (27) days
Five (5) years or more and less than Ten (10) years	Thirty-Two (32) days
Ten (10) years or more And less than Twenty (20) years)	Thirty-Seven (37) days
Twenty (20) years or more	Forty-Two (42) days

The amount of paid annual leave in any calendar year for an employee who has worked for the Board for less than one (1) year, shall be determined by the length of his/her continuing work in the employ of the Board on the 1st day of June in that calendar year. the amount of paid leave in any calendar year for an employee who has worked for the Board for one (1) year or more, shall be determined by the length of his/her continuous employment on his/her employment anniversary. New employees shall receive a pro-rated portion of paid annual

leave for the remainder of the fiscal year after completion of their probationary period.

Paragraph 112. The Annual leave pay for each eligible employee as provided in Paragraph 111 shall be computed on the basis of his/her work week at his/her straight time hourly wage rate or weekly salary for the last pay period in which he/she worked a full normal work week immediately preceding the beginning of his/her leave period. The annual leave with pay for an eligible full time permanent employee as provided in Paragraph 111 shall apply only to each full time permanent employee who during the fifty-two (52) week period immediately preceding his/her annual leave 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 Board on his/her annual leave eligibility date.

Paragraph 113. The annual leave for each eligible employee shall be determined by mutual Agreement between each employee and his/her Supervisor. In scheduling annual leave the Board will endeavor to give consideration to the length of employment within each job classification when in the opinion of the General Superintendent it is possible to do so without interfering with adequate service to the public and the efficient operation of the City and the Department of Public Works.

Paragraph 114: SCHEDULED AND UNSCHEDULED ANNUAL LEAVE. An employee's use of annual leave days is to be scheduled by the General Superintendent or the Superintendent's designee based on the Superintendent's sole discretion upon the Superintendent's determination as to the availability of sufficient personnel. Requests for leave may be submitted and approved up to six months before the time being requested, however the City will require proof of the leave vacation booking. Requests for a leave consisting of a one or a two day leave period must be made at least forty-eight (48) hours in advance of when the annual leave is to be utilized. Once approved, scheduled leave must be cancelled by the employee at least forty-eight (48) hours prior to the day for which leave was scheduled, or the employee shall be required to take said scheduled leave day. If the Mayor closes City Hall, or has an early dismissal or delayed opening during a time when someone has scheduled time off, they will not be charged the scheduled time off. They must however submit in writing the cancellation of the scheduled time off as soon as possible. Requests for periods of leave consisting of three (3) or more days must be made at least five (5) days in advance of when the annual leave is to be utilized. Such advance requested and approved annual leave shall be referred to as "scheduled annual leave." Other absences even if compensated with eligible annual leave shall be referred to as "unscheduled annual leave." for each day of "unscheduled annual leave" in excess of seven (7) unscheduled annual leave days used by an employee within a fiscal year, unless evidence of an emergency or unplanned medical treatment, an employee will be subject to disciplinary action. An employee who does not use any unscheduled annual leave days during the first or second six month period of a fiscal year will be paid within forty-five (45) days of that six month period, a lump sum bonus of three hundred fifty dollars (\$350.00) for each successful period. Unscheduled annual leave day will be excused and not considered as unscheduled annual leave if the employee's absence was not and could not have been anticipated and was due to the employee incurring a documented personal emergency or unplanned medical treatment of a serious nature that required the employee to receive immediate medical care at a health care facility or from medical personnel at the time when the employee had been scheduled to work.

Parties acknowledge that individuals can take annual leave in hourly increments.

Paragraph 115. UNUSED ANNUAL LEAVE. Should an employee not use all annual leave to which the employee is entitled in a fiscal year the amount of annual leave entitlement remaining at the end of the fiscal year shall be paid in the last pay period for the fiscal year in which the annual leave was granted at the employee's wage rate existing at the time. Unused annual leave may not be accrued or carried over for use in another fiscal year.

Paragraph 116. LEAVE ABUSE. The employer will discipline for leave abuse for just cause. Employee who uses more than (7) days of unscheduled annual leave is subject to disciplinary action. It is understood between the parties that the limit of seven (7) unscheduled days does not reduce or diminish the City's authority to discipline a bargaining unit member for leave abuse. Employees are not authorized to be absent from work in excess of their annual leave (scheduled and unscheduled) unless said absence is approved by the Superintendent in advance. Employees shall be subject to progressive disciplinary action for unauthorized absence from work.

Paragraph 117. ACCUMULATION AND BUY BACK. Upon retirement or death, an employee who upon execution of this Agreement had accumulated unused sick leave and had elected to retain that unused sick leave shall or his/her estate shall receive one

(1) day's pay at his/her rate at that time for every four (4) days of accumulated unused sick leave to a maximum of one hundred eighty (180) days but not to exceed two thousand dollars (\$2,000). Effective October 15, 2008 an employee may elect on a one time basis to either receive one (1) day's pay at his or her rate at that time for every two

(2) days of accumulated unused sick leave or to retain all or some of this accumulated sick leave then credited to the employee. Retained accrued sick leave may be used in accordance with Paragraph 20 to supplement the payments from the income replacement benefit or at the employee's option used for personal sick leave or family medical leave when personal leave has been exhausted or in accordance with Paragraph 117 paid to the employee or the employee's estate upon retirement or death.

Paragraph 118. HALF DAYS-PARTIAL DAYS ABSENCES. An employee shall be allowed no more than six (6) partial unscheduled annual leave days in any fiscal year. Employees who use unscheduled partial day absences of less than a day will have the partial day portionately applied to the seven (7) unscheduled day limit. Employee who use more than six (6) partial unscheduled days may be subject to disciplinary action.

Paragraph 119. DRUG & ALCOHOL TESTING. Each member of the bargaining unit agrees to adhere to the Department of Public Works Drug & Alcohol Policy Manual. The parties agree that during the period of this contract, negotiations may be reopened at either party's request with respect to drug and alcohol testing only.

Paragraph 119A. Employees will be permitted to buy back (1) day for every four (4) days of unused accumulated and carried forward sick leave under Paragraph 117 at the time of an employee's retirement or death with a maximum payment of two thousand dollars (\$2,000). Employees will be permitted to buy back sick days after resignation, but not firing, following three (3) years of continuous service.

Paragraph 119B. There shall be a one-time carry over of Vacation/Personal time during the transition to annual leave and to fiscal year allotments.

ARTICLE TWELVE

FUNERAL LEAVE

Paragraph 120. In the event of the spouse, parent, grandparent, child, grandchild, sister, brother, mother-in-law or father-in-law of a permanent employee or of a temporary employee, and provided said employee attends the funeral of said relative, the employee shall receive a leave of absence for a period not to exceed five (5) days, with full straight time pay for the actual time lost from his/her scheduled work week during the period from Monday through Friday not to exceed eight (8) hours in any one (1) day and which shall not be included in his/her accumulated weekly working hours. The leave of absence with pay as provided in this Article is for the sole purpose of enabling the employee to attend the funeral of his/her deceased relative and shall not authorize absence from work before the date of death or after the day following the funeral. 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.

ARTICLE THIRTEEN

MISCELLANEOUS

Paragraph 130. Each employee whether actually working or on a leave of absence shall keep the Board advised on a form furnished by the Board of his/her correct address and telephone number, if he/she has a telephone. The mailing of a notice to the address furnished to the Board by an employee as provided in this Paragraph shall be deemed to be in compliance by the Board with any provision of this Agreement, which requires notice to any employee.

Paragraph 131. Each employee shall comply promptly with the present or future procedures prescribed by a Government Agency or by the Board requiring physical or other examinations. When required by the Board, the examiner or the physician shall be selected by the Board and the Board shall pay the professional fee for such required examination.

Paragraph 132. The Union and the employees recognize the necessity that employees report for work regularly and on time and that absenteeism and tardiness seriously and adversely affect the operation of the Department and its ability to provide adequate and dependable service to the residents of the City. An employee who is not able to report for work at his/her scheduled or assigned starting time on a day on which he/she is scheduled or assigned to work shall notify the Department as far in advance as possible and in any event not less than fifteen (15) minutes prior to his/her scheduled or assigned starting time for that day. In the event of continued tardiness, absenteeism or the failure by an employee to comply with the provisions of this Paragraph, the Department may invoke disciplinary action, including reprimand, suspension or discharge. In addition to other action by the Department, an employee who fails to comply with the provisions of this Paragraph shall not be eligible for the benefits of sick leave for any period of absence which is not reported in accordance with the notice requirements of this Paragraph. Tardiness or absenteeism shall be deemed to be of serious importance in considering the matter of discipline or discharge. In addition to the

provisions of this section, any employee who is tardy for his or her shift shall have their pay docked in fifteen (15) minute increments. The first eight (8) minutes of any fifteen (15) minute increment shall be rounded down and the subsequent seven (7) minutes of any fifteen (15) minute increment shall be rounded up.

Paragraph 133. LICENSE FEES All license fees (including license renewal fees) for employees approved by the General Superintendent, or his designee, will be paid by the Department, if required to perform job duties, except regular Driver's Licenses.

Paragraph 134. The parties agree to change the "open window policy" to twelve (12) months

Paragraph 135. To enhance the security of Department personnel and property, as well as the efficiency of Department services, Department vehicles may contain global position systems and similar technology and communication systems. In the event of discipline imposed upon an employee, the GPS data will not be the only evidence in support of the imposed discipline.

ARTICLE FOURTEEN

CLOTHING ALLOWANCE

Paragraph 140. The City will appropriate the sum of three hundred twenty-five dollars (\$325) per year as a clothing allowance for employees who were on the payroll at the time the contract was ratified. Each member agrees, and the Union agrees to inform each member, it is each member's responsibility to wear protective shoes, not running shoes or sneakers, while on duty. When deemed necessary by the General Superintendent the City shall provide foul weather gear to members of the bargaining unit. Employees shall utilize said allowance for clothing associated solely with their work and consistent with the Uniform Policy of the Board of Public Works.

Paragraph 141. All employees shall be required to wear Department issued uniforms including shirts, sweatshirts, hats and coats provided and paid for by the Department of Public Works. Department issued uniforms and coats must be worn at all times including normal working hours and all overtime including but not limited to call-in duty. In the event an employee fails to report to work wearing his/her uniform and/or coat, he/she will be removed from paid duty at the discretion of management and be subject to disciplinary action. Failure to turn-in or receive uniform clothing from the Department's vendor is not release from or an exception to the clothing requirement.

Department supplied tee-shirt/polo-shirt with Department insignia can be worn in lieu of the uniform shirt at the discretion of the employee. Employees will be provided with, at minimum, five (5) shirts of either a tee or polo shirt type unless determined otherwise by the union in writing. Flip slops, shorts, short skirts, and tank tops are strictly prohibited.

ARTICLE FIFTEEN

ADJUSTMENT OF GRIEVANCES

Paragraph 150. 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 express provisions of this Agreement. The City, the Union and, the employees agree to observe and follow the procedure prescribed in this Article and subject to the provisions of Paragraph 153(d), to be bound by any determination or decision which shall be made in accordance with said procedure.

Paragraph 151. The grievance shall be in writing and signed by the aggrieved employee on a form furnished by the Union and delivered to the office of the General Superintendent. 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(s). A grievance which is not presented to the office of the General Superintendent as provided in this Paragraph within five (5) working days after the occurrence of the fact giving rise to the grievance or when the employee could have been reasonably aware of the occurrence or shall be deemed to have been waived.

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 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 152. Except as otherwise specifically provided in this Agreement, a grievance as defined in Paragraph 150 and otherwise subject to this Agreement shall be processed in accordance with the following grievance procedure:

- (a) Step No. 1. Within five (5) working days after the filing of the written grievance, there shall be a discussion of the grievance between the aggrieved employee and the General Superintendent or his designated representative at which a representative of the Union shall be present. In the event of the absence of the General Superintendent, the person designated by him shall act in his behalf. Within fifteen (15) working days after the conclusion of the discussion as provided in this Step No. 1, the General Superintendent or his designated representatives as the case may be, shall advise the aggrieved employee and the Union in writing of his or her decision concerning the grievance.

- (b) Step No. 2. In the event that the disposition of the grievance under Step No. 1 is not satisfactory, the aggrieved employee(s) may within five (5) working days after the date of said decision or after the due date of said decision file a written appeal to the Board of Public Works requesting that the Board investigate the grievance. Within fifteen (15) working days after the receipt of the written appeal, the grievance shall be discussed among the Board, the

aggrieved employee, and the representative of the Union. The Board shall provide its decision concerning the grievance in writing within five (5) working days after the discussion.

- (c) Step No. 3. If the grievance is not settled to the satisfaction of the City or the aggrieved employee(s), the grievance may be submitted to arbitration as provided in Paragraph 153.

Paragraph 153. A grievance which is not settled after the completion of the grievance procedure prescribed in Paragraph 152 may be submitted to arbitration with the American Arbitration Association. The written demand for arbitration must be made to the American Arbitration Association within thirty (30) calendar days of either the decision of the Board or five (5) working days after the due date of the decision. A copy of the demand for arbitration must be submitted to the General Superintendent or his or her designee.

- (a) 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.

- (b) 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 he 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 conditions of employment. The Arbitrator shall have no jurisdiction to infringe upon or to limit the managerial functions, rights and responsibilities of the General Superintendent or the Mayor of the City or to base his award on any alleged practices or oral understandings which are not incorporated in writing 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 151. The Arbitrator, shall not be empowered and shall have no jurisdiction, to substitute his judgment or discretion for the judgment or discretion, of the General Superintendent or the Board in any case where the judgment or discretion is retained by or given to the City, the Department or the General Superintendent under a provision of this Agreement or under a provision of law. 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.

- (c) The Arbitrator shall mail his written decision simultaneously to the Board, to the Union and to the aggrieved employee within fifteen (15) days after the final submission. Subject to the provisions of Paragraph 153(e), the decision by the Arbitrator shall be final and conclusively binding upon the Board, the Union and the aggrieved employee.

- (d) The expense of the Arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Board and by the Union.

- (e) If a matter is presented to the Labor Relations Commission, then the party so

presenting waives their right to arbitrate the matter.

Paragraph 154. By mutual agreement in writing between the Board and the Union, a grievance otherwise subject to the grievance procedure as provided in Paragraph 151 and in Paragraph 152 and otherwise subject to this Agreement, may be directly submitted to arbitration as provided in Paragraph 153. A matter referred for disposition in accordance with the procedure provided in this Article shall not be referred to a Labor Relations Agency.

Paragraph 155. Except where an extension of time has been sought, and obtained, in the event of the failure by either 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. The failure of the Employer to comply with the time limits set forth herein, shall be deemed a denial of the grievance allowing it to proceed to the next step. The Board, the Union and the employees agree not to unreasonably withhold assent to the request by one (1) of the other parties for a reasonable extension of the time limitations provided in this Article.

Paragraph 156. The breach of any of the provisions of Paragraph 50 or of Paragraph 51 shall at the option of the Board terminate the obligation of the Board to arbitrate a dispute underlying the breach while the breach continues provided however, that the fact of the occurrence of said breach shall be subject to arbitration as provided in Paragraph 153.

ARTICLE SIXTEEN

SCOPE OF AGREEMENT

Paragraph 160. 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 understandings and agreements among the parties concluded during the course of the negotiations are fully stated in this Agreement.

Paragraph 161. 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 other 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 162. 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 Board on and after the date of the execution of this Agreement.

Paragraph 163. 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 164. By mutual agreement in writing between the Board and the Union, any of the time limitations provided in 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 165. The failure by the City, the Board or the Union in one (1) or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

ARTICLE SEVENTEEN

NON-DISCRIMINATION

Section 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], 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, handicap or other basis protected by applicable law.

The Employer and the Union agree not to discriminate against any employee based on his/her status with respect to Union membership or for exercising any right under this Agreement or applicable state law.

Section 2:

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

- a.** Submission or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or 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 Superintendent of Public Works, the Office Manager, or his/her designee. 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 or 3 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 6.03 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 for going to 6.04(a) of the Grievance Arbitration Procedures of this Agreement.

ARTICLE EIGHTEEN

DURATION

Subject to an appropriation by the City Council of the City of Holyoke, as provided for in Section 7(b) of Chapter 150E, the provisions of this Agreement shall take effect on July 1, 2019 and shall continue in full force and effect until and including June 30, 2022 except that, no term or provision, other than wages and benefits when specified, is retroactive beyond the execution date.

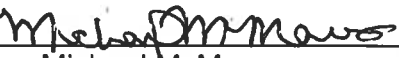
IN WITNESS WHEREOF, the City of Holyoke has caused this Agreement to be executed in its behalf by, Alex Morse, its duly elected Mayor and by Joseph Morrison, the duly designated Chairman of its Board of Public Works, and by Michael McManus, the duly designated General Superintendent of its Board of Public Works; and, United Public Service Employees Union has caused this Agreement to be executed in its behalf by its President, duly authorized, at Holyoke, Massachusetts.

United Public Service Employees Union

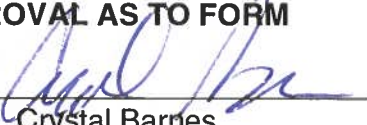
By: 
UPSEU President

By: 
Chair, BPW

By: 
Local President - vice


By: 
Michael McManus
General Superintendent

APPROVAL AS TO FORM

By: 
Crystal Barnes
Acting City Solicitor

Date: 10/23/20

CITY OF HOLYOKE

By: 
Alex Morse
Mayor