

AGREEMENT

BETWEEN

THE CITY OF HOLYOKE

AND

LOCAL UNION No. 1693

of the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

EFFECTIVE DATE: 7/1/21

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 Local Union No. 1693 of the International Association of Firefighters, AFL-CIO located at Holyoke, Massachusetts, hereinafter designated and referred to as the Union, which is an employee organization acting as the agent of the employees in the bargaining unit described in Paragraph 2.01 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 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, as hereinafter set forth, the City, the Union 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 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 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
UNION 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 Union as the exclusive collective bargaining representative with respect to wages, hours, and conditions of employment for the employees employed by the City in its fire department in the bargaining units described as Unit "A" and Unit "B" as follows:

Unit "A"

All uniformed firefighters employed by the City of Holyoke in its Fire Department excluding all clerical employees and the employees included in Unit "B".

Unit "B"

All employees employed by the City of Holyoke in the fire alarm division and the fire vehicle of its fire department, excluding the members of the Board, the Chief, the clerk of the department and all other employees of the City of Holyoke. Except when the Union 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. Nothing in this Agreement shall limit or restrict the right of 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 such work incidental to their normal functions and responsibilities, as they consider necessary or advisable.

Paragraph 2.03. 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, 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 Union 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 Union 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 2.04. None of the provisions of Paragraph 2.03 shall in any manner limit or restrict the right of the Union to represent the employees in the bargaining unit with respect to wages, hours and conditions of employment as provided in Paragraph 2.01. The City and the Union 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 union activities.

Paragraph 2.05. 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 2.01.

ARTICLE THREE **UNION REPRESENTATIVES**

Paragraph 3.01. The City and the Board will deal with the President of the Union 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 accredited Station Directors designated by the Union with respect to grievances. The Union shall, as soon as reasonably possible after the execution of this Agreement, furnish to the Board in writing the names of its President and of the Station Directors with whom the Board will be requested to deal

with as provided in this Paragraph. The Union shall promptly notify the Board in writing of any changes in the identity of its President and of the Station Directors.

Paragraph 3.02. The 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 purposes provided in Paragraph 3.01. The President of the Union 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. The Union may cause the selection of nine (9) Directors to handle grievances as provided in Paragraph 6.01 and to handle such internal union affairs as may from time to time be delegated to the Station Director by the Union. Nothing in this Article or in this Agreement shall authorize or be construed to authorize a Station Director to be or to act as an agent or to bind the Union with respect to any of the provisions in this Agreement or as an agent of any employee or employees in any respect whatsoever. In the event of the absence or disability of a Station Director, the President of the Union or another Station Director may, in the manner and to the extent provided in this Article, act in the place of the absent Station Director. The provisions of this Article shall include and apply to the President of the Union when he is acting as a Station Director. The Vice President, Secretary, and Treasurer may act in the absence of the President, as provided in Article Three.

Paragraph 3.04. The Board will, upon request by the Union, make reasonable arrangements for the President of the Union and the appropriate accredited Station Director 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 Union agrees that in the performance of his/her duties as provided in Paragraph 3.03, a Station Director shall not:

- (a) Leave his/her work or his/her work station without the prior knowledge and approval of his/her supervisor; nor,

- (b) Interfere with the work schedule of any employee of the Board or of the City. The Union agrees that its President is the agent of the Union 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 Union or a Station Director 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 Union or a Station Director 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 Union 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 Union 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 Union agrees that in the event any employee or employees engage in any of the prohibited conduct described in Paragraph 4.01, the Union 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 Union shall promptly, forthwith and without delay:

- (a) Publicly disavow such action by the employee or employees;
- (b) Advise the City in writing that such action by the employee or employees has not been called or sanctioned by the Union;
- (c) Notify the employee or employees in writing of the disapproval of such action by the Union and instruct such employee or employees to cease such action, to return to work immediately and to comply with the provisions of this Article Four; and,
- (d) Post a notice on the Union bulletin board stating that the Union disapproves such action by the employee or employees and instructing the employee or employees to cease such action, to return to work immediately and to comply promptly with the provisions of this Article Four. 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 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 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 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 **PROBATIONARY PERIOD**

Paragraph 5.01. The first twelve (12) months of actual work by a new employee in the bargaining unit shall constitute such employee's trial period during which no layoff, suspension, change of assignment, discipline or discharge with respect to such employee shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance procedure or to arbitration as provided in Article Six.

ARTICLE SIX **ADJUSTMENT OF GRIEVANCES**

Paragraph 6.01. The City, the Union 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 Union pertaining to the application of or compliance with the provisions of this Agreement. The City, the Union and the employees agree to observe and follow the procedure prescribed in this

Article and to be bound 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 ten (10) working days after the occurrence or knowledge of the alleged cause of the grievance shall be deemed to have been waived. The aggrieved shall get an additional five (5) working days to present to the Chief a grievance that has been reviewed by the union's grievance committee.

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 twenty (20) 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 Station Director may, at the request of the aggrieved employee, be present. For any grievance that has been reviewed by the Union's grievance committee the discussion shall take place in fifteen (15) working days. 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 Union 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 Union 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 Union. A meeting between the Commissioners and the Union 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 Union, 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 in accordance with the following procedure:

- (a) The request for arbitration may be made by the Union or by the Board by notification in writing to the other Party within five (5) working days after the date of the final determination under the grievance procedure as provided in Paragraph 6.03.
- (b) Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, 133 Federal Street-11th Floor, Boston, Massachusetts, 02110-1703 for the appointment of a panel of arbitrators and a copy of said request shall be simultaneously mailed to the other Party, unless during the said ten (10) working day period, the Board and the Union mutually agree upon an arbitrator.

- (c) 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.
- (d) Within twelve (12) working days after the mailing by the American Arbitration Association of a panel of suggested arbitrators, the representatives of the Board and of the Union shall attempt to jointly agree on an arbitrator. In the event that the Board and the Union fail to agree on an arbitrator, the arbitrator selection procedures utilized by the American Arbitration Association shall be followed.
- (e) 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.

- (f) The arbitrator shall mail his/her written decision simultaneously to the Board and to the Union within thirty (30) calendar days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Board, the Union and the aggrieved employee or employees.
- (g) 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 Union. 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 Union, 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 Grievance Committee of the Union, 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 UNION 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 union dues in conformity with Appendix "A" attached to and made a part of this Agreement, make deductions in the manner and to the extent specifically described in this Article from the wages due and payable to said employees of their uniform periodic, regular, current, monthly Union dues as members of the Union and, as to those employees who are not members of the Union.

Paragraph 7.02. The deductions from wages as provided in this Article shall be made in equal installments on the first (1st) and second (2nd) pay days in each month in the total amount equal to the Union dues, 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 Union dues, as the case may be, collected by the City by deductions from the wages due and payable to the employees as provided in Paragraph 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 Treasurer of Local Union 1693 at Holyoke, Massachusetts not later than the last day of the next month following that 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) calendar days after the mailing of said statement the Union notifies the City in writing of any error.

Paragraph 7.04. The authorization for the deduction of union dues 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 Union at Holyoke, Massachusetts. Said authorization, if not previously withdrawn or revoked, shall be deemed to be automatically canceled and revoked and of no further force or effect upon the expiration of an effective collective bargaining agreement between the City and Union 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 Union, 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 Union dues are limited to the obligations set forth in this Article and that these obligations shall not be deemed extended or increased by the provisions of any forms of authorization or by any other means. 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 Union dues, as the case may be, and does not obligate or require the City to collect or deduct fines or assessments of any kind which may be levied on its

members, individually or collectively by the Union. The Union agrees that all payments for dues received from the City by deductions from the wages due and payable to the employees under the provisions of this Article or received directly from an employee shall be applied solely toward the uniform, periodic, regular, current, monthly Union dues for said employee or employees and that none of said payments shall be applied by the Union toward the payment of fines or assessments of any kind.

Paragraph 7.06. 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 shall 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 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 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 7.07. 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, or monthly Union dues, as the case may be. Unless and until advised in writing by the Union that the amount of its uniform periodic, regular monthly dues have been changed in accordance with applicable law, the City may conclusively presume that the amount of said monthly dues is unchanged. The burden of proof challenging the amount paid will lie with the employee and challenged as the law provides.

Paragraph 7.08. 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 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 Union 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 Union agrees that it will not request the City to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the Union dues and uniform assessments levied against all Union members and as set forth in this Article. The Union agrees to deliver a notice in writing to the City and to the employee by reason of the employee's default in payment of the Union Dues. Any such request by the Union that the City discharge or suspend such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of said notice to the City and to said employee. The tender to the Union of the amount of the delinquency within said thirty (30) calendar day period shall automatically and fully cure such default of such employee and the Union shall, upon receipt of such remittance, promptly notify the City thereof. The failure by the employee to cure said default within the said period of thirty (30) calendar days shall be deemed just cause for suspension or dismissal, if suspension or dismissal is requested by the Union.

ARTICLE EIGHT **OVERTIME**

Paragraph 8.01(a). For all employees in Unit "A", by which is meant all employees 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 Unit "B", by which is meant all employees of the Department other than those who are, by definition, members of Unit "A", 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. (to be implemented upon the implementation of the 24 hour shift)

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 personal circumstances (such as a firefighter 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 firefighter may be held over for the purpose of satisfying this personnel shortage. The firefighter not relieved shall remain on duty until relieved and shall receive overtime pay only for actual time the firefighter 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 his/her 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 Unit "A" and Unit "B" as provided in Paragraph 2.01 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:

- a. The city will establish day and night overtime list. The list shall include an officer list and a private 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.
- b. 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.
- c. The city shall contact the members by phone at the number provided on the list or in person. The city shall leave a message.

- d. No member shall be skipped unless working the tour that is being offered, on vacation, or on IOD unless there is a valid reason. A member may refuse overtime on either a day or night tour without being marked as a refusal if the overtime falls in between a member's block of two (2) scheduled twenty-four (24) hour shifts. The member will then be offered the next available overtime following completion of his or her second full twenty-four (24) hour shift. The member must work both shifts completely or member will be marked for a refusal if after the overtime is offered and the member uses any single or combination of the following days: vacation, personal, incentive, sick, United Way, or swap; on any of the two (2) scheduled twenty-four (24) hour shifts referenced above.
- e. If a member is skipped on the list due to working that tour or vacation they must be offered the next available overtime.
- f. 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.
- g. The city will allow Local #1693's president or his designee to review the daily reports to ensure the list is accurate.
- h. 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 Union concurrently with its submission to the Board of Fire Commissioners.
- i. The city will post copies of the list weekly in all stations.
- j. 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 Union

bi-weekly on pay day. If, in the opinion of the Union, there is an inequitable distribution of overtime, the Union 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 Union from pursuing any other right with regard to the equitable distribution of overtime.

For the proper administration by the Union 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 Union 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 **HOLIDAYS**

Paragraph 9.01. The following shall be considered holidays by the Employer:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day

Patriot's Day
Memorial Day
Christmas Day

Veterans Day
Thanksgiving Day
Juneteenth

Paragraph 9.02. As of January 1st 2011 for all of the days listed in Paragraph 9.01, every employee shall receive additional compensation into the base pay in accordance with 9.03.

Paragraph 9.03. The rate of holiday compensation for each holiday for each employee shall be computed by dividing his/her weekly compensation by four (4) multiplied by twelve (12).

Paragraph 9.04 As of January 1st, 2011 in order to be compensated for working during the following holidays the City shall add Five Hundred Dollars (\$500) into the base.

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Independence Day | 6. Christmas Day |

ARTICLE TEN **VACATIONS**

Paragraph 10.01. Effective July 1, 2006 employees shall be granted working days of paid vacations annually according to the following schedule:

Years of Service	Working Days
25	34
20	30
15	25
10	22
5	17
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 November 1 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 their intent to use up to half of the vacation days which they previously intended to cash-in. These days must be used and may not be sold back. Employees shall receive their cashed-in vacation pay no later than the second paycheck in December of the same year.

Paragraph 10.02. If the Chief or Acting Chief of the Department, in his/her opinion, believes it is necessary for those who are considered abusers of this privilege, a forty-eight (48) hour notice prior to taking vacation leave may be required and submitted to his/her office for approval. This paragraph may only be enforced if a complaint is brought by his/her Officer, in writing, of an abuse of circumventing the seniority system, and/or calling the Deputy Chief on duty for vacation days without checking with his/her company Officer.

It is the intent of the parties to provide employees 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/she 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 Firefighters: sixteen (16) days per month; employees not on rotating shift: twenty (20) days per month.

New hire sick leave shall be prorated one-twelfth (1/12) for each month worked until the subsequent January 1st.

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.

Paragraph 11.04. An employee shall be entitled to use sick leave when he or she is absent from a scheduled tour of duty because of any illness or injury not suffered in the line of duty or in order to receive medical, dental, ocular or other care when the rendering of such care cannot be scheduled by the employee in his/her non-working hours.

Paragraph 11.05. If a member on extended sick leave who submits a physician certificate to the Chief, he/she shall be allowed to carry over any unused vacation days standing to his/her credit, provided the extended sick leave is at least thirty (30) days.

Paragraph 11.06. Upon the resignation, retirement or death of an employee, the City will pay the employee, or if he/she is deceased, to his/her spouse, beneficiary or personal representative, in payment for accumulated but unused sick leave with the following formula:

The number of accumulated but unused sick leave hours shall be divided by two (2) multiplied by the effective hourly rate of compensation; provided, however, that under no circumstances shall the Employer be obligated to pay under this section an amount greater than that which represents one thousand hours (1000).

Paragraph 11.07. Any employee of the bargaining unit shall retain the right to examine his/her personal sick leave credits during regular office hours.

Paragraph 11.08. Any employee of the bargaining units represented by Local 1693 who had three (3) or fewer absences recorded against him/her as being attributable to his/her sick leave account during a calendar year shall be granted additional tours of compensated time off, called "incentive days" by the following schedule:

<u>Sick Days Used</u>	<u>Incentive days</u>
0	4 tours off
1	3 tours off
2	2 tours off
3	1 tour off

Paragraph 11.09. All incentive days shall be applied for in accordance with departmental practice governing vacations. At the end of each calendar year, any unused incentive days will be bought back by the City at the same daily rate that is used for Holidays. For the purpose of this section, the calendar year will run from January 1st to December 31st.

Paragraph 11.10. Notification of illness shall be made to the Deputy Chief on duty at headquarters before the hours of 06:00 for day tours and 16:00 for night tours by all members in Bargaining Unit "A."

Members of the Alarm Division in Bargaining Unit "B" shall make their sick leave calls to the Superintendent of the Fire Alarm Division or his/her assistant when either is available, otherwise to the Deputy Chief on duty at headquarters a minimum of two (2) hours prior to the start of the shift.

Paragraph 11.11. Physician's certificates, when required, shall be obtained by members in the bargaining units. Such certificates shall be signed and the name printed by the attending physician and shall contain the following information:

1. Date
2. Name of patient

3. Address
4. Expected time of illness - from date to date.
5. Diagnosis
6. This information will be treated as confidential in accordance with Article 25.02 of this agreement.

Paragraph 11.12. Members on extended sick leave will obtain a physician's certificate upon each visit to the physician when more than fourteen (14) calendar days apart.

Paragraph 11.13. Any member who abuses sick leave shall be subject to disciplinary action. In deciding abuse factors, the Chief may consider but is not limited to the following;

1. Use of sick leave on holidays, weekends, or the days immediately before or after them. Weekends are defined as Saturday and Sunday.
2. A pattern of using sick leave in conjunction with vacation, holiday or personal days; a pattern being two (2) or more incidents of using undocumented sick days in conjunction with vacation, holiday or personal days for any twelve (12) month period in a twelve (12) consecutive month period.
3. Use of two (2) or more sick days per month for any three (3) months in a twelve (12) consecutive month period;
4. Any significant change of a member's use of sick leave from his/her past usage;
5. Third (3rd) time calling in sick late, as defined in Paragraph 11.10, in a twelve (12) consecutive month period.
6. Failure to produce a Physician's Certificate for any absence after using sick leave unverified by a Physician's Certificate, for eight (8) tours of duty during the calendar year.

If the Chief, as a result of the application of the factors enumerated above, has reason to suspect that an employee may be abusing sick leave, the Chief shall have the right to require the employee to be examined by a medical provider designated by the Chief at the City's expense.

In the event the employee's physician and the medical provider designated by the Chief disagree, those two medical providers shall select a third medical provider who shall examine the employee at the City's expense and shall render an opinion to the Chief.

Paragraph 11.14. A member who becomes separated from the Department through no fault of his/her own shall be entitled to payment for accumulated sick leave. The amount shall be determined in accordance with the formula prescribed above in Para 11.06. An employee who is separated from employment due to lack of work, money, layoff, or abolition of his/her position shall, at his/her sole written option, be able to maintain his/her accumulated sick leave for a period of two (2) years. Such employee upon return to work shall have that amount of sick leave credited to their sick leave account. At the end of two (2) years, if the employee has not returned to work, the employee shall receive payment of the employee's accumulated sick leave in accordance with the formula set forth above in Para. 11.06.

Paragraph 11.15. No employee shall be permitted to accumulate more than two thousand (2,000) hours of sick leave.

Any employee who has accumulated more than two thousand (2,000) hours of sick leave on the date of the signing of this agreement, shall be paid a one time payment equal to the amount of hours over two thousand (2000) times the then effective hourly rate of pay.

If an employee, as of December 1 of any year, has accumulated more than two thousand (2,000) hours, the City shall pay to the employee an annual sick leave buy-back bonus, payable on or prior to December 21st, equal to the amount of sick leave

hours over two thousand (2,000) times the then effective hourly rate of pay.

Paragraph 11.16. Any member of Unit "B" that is injured in the line of duty and is placed on workers' compensation will be allowed to use up to forty percent (40%) of the member's personal sick time to make up the difference of the weekly check. The member shall not lose his/her incentive day(s) sick time benefit when sick time is used in this manner.

ARTICLE TWELVE **WAGES**

Paragraph 12.01. During the term of this Agreement, the employees in the bargaining units described in Paragraph 2.01 shall be paid bi-weekly based upon the weekly rate of compensation in accordance with the following classification and compensation schedules.

NOTE-Wage scales for this Article are attached to the end of this contract.

It is the intention of the parties that effective July 1, 2021, to the extent specified in Article 17.04 of this Agreement shall provide a one and one half (1.50%) wage increase to base wage only to firefighters, fire alarm operators and signal repairmen, notwithstanding any clerical error to the contrary.

It is the intention of the parties that effective January 1, 2022, to the extent specified in Article 17.04 of this Agreement shall provide a one percent and one half percent (1.50%) wage increase to base wage only to firefighters, fire alarm operators and signal repairmen, notwithstanding any clerical error to the contrary.

The intent of this proposal is to keep the established Twenty (20) year Private step at one percent (1%) above the new Fifteen (15) year steps.

Employees who, for any reason, are no longer actively working in the bargaining unit on the date the contract is signed by both parties shall not be entitled to any portion of the wage increases provided above. Employees on injured on duty

status shall be eligible for the increases.

Paragraph 12.01A. A stipend of two hundred and fifty dollars (\$250) shall be paid in January to any firefighter in Unit A who is certified as a CPR, Defibrillator and First Responder Instructor and who actually functions as an Instructor in those subjects for the HFD. The Chief reserves the right to assign Instructors and to limit the number of Instructors.

Paragraph 12.02. A firefighter private who is directed by the Chief or his/her designee, to perform the duties and to assume the responsibility and authority of a lieutenant or captain, and who does perform said duties and assumes said authority and responsibility, shall be paid additional compensation for each tour of duty, or part thereof. The compensation shall be at the daily rate of a lieutenant.

If a Captain on any apparatus is absent from duty for four (4) or more consecutive tours, the most senior Lieutenant assigned to that apparatus and present will be paid at Captain's rate.

If the Captain of fire prevention is absent, the Lieutenant present will be paid at Captain's rate. If the Lieutenant is absent, the most senior Firefighter Inspector present will be paid Lieutenant's rate.

If the Superintendent of Fire Alarms is absent from duty the Assistant Superintendent of Fire Alarms present that day will be paid at Provisional Deputy Chief's rate.

On a call back or partial tour of duty, a firefighter working out of grade shall receive additional compensation at the hourly rate of lieutenant. On a partial tour of duty, the compensation is activated after the first half ($\frac{1}{2}$) hour and thereafter is rounded to the next full hour. A person permanently promoted to rank of lieutenant, captain, or deputy chief shall be immediately compensated at the permanent step of the appropriate compensation schedule as provided in Paragraph 12.01 above. If at any time the superintendent and assistant superintendent of the alarm division are both

absent, and the chief or his/her designee feels it necessary to assign someone to perform the duties and assume the responsibilities of supervising the maintenance part of the alarm division, that person shall receive additional compensation for each tour of duty. The compensation shall be at the same rate as that given to a private in Unit "A" for acting out of grade.

Paragraph 12.03. Any Captain who voluntarily assumes the responsibility to perform the duties and does assume the authority of a Deputy Chief shall be paid additional compensation for each tour of duty or part thereof and such compensation shall be the rate of Deputy Chief.

Paragraph 12.04. As of March 1st 2011 members assigned to "staff" positions (those members in Unit A who don't work in fire suppression and are assigned to office positions. i.e. Fire Prevention and training) shall receive fifty dollars (\$50) per week added to their base pay.

Paragraph 12.05. The Chief of the Department may appoint a member to perform the duties of the medical officer, that member will receive a fifty dollar (\$50) a week stipend. As of January 1st 2011 that member will receive two thousand six hundred dollars (\$2600) added to his base.

All bargaining unit employees of the Holyoke Fire Department hired on or after January 1, 1990, shall become and remain certified in the use of a defibrillator. The annual stipend shall be increased to \$800. Beginning January 1st, 2012 the eight hundred dollars (\$800) shall be added to the base and shall no longer be paid out separately.

The City will make the Defibrillator certification class available for Unit B employees within a reasonable time frame but by no later than March 1, 2008.

As of July 1st 2011 the City will pay the following base pay increases to employees who hold the following certifications.

EMT Basic - \$500

EMT Advanced - \$1,000

EMT Paramedic – \$2,000

In addition, the City shall reimburse employees for out of pocket educational expenses directly related to obtaining Intermediate and Paramedic certifications as follows:

Intermediate – up to a maximum of \$2,000

Paramedic – up to a maximum of \$3,000

This educational reimbursement shall be a one (1) time payment and shall not recur or be applied to base salary. Payment shall be made upon submission to the Chief of proper documentation that the course was paid for and was successfully completed by the employee. Upon proper proof that the course was paid for and was successfully completed by the employee, the employee shall be paid an additional bonus payment of \$1,000. If the City establishes a training program either through the Department training officer or through a community college or other agency, and the City provides either Advanced and/or Paramedic training, members shall obtain training through such program.

Effective July 1, 2016, the City will reimburse employees for renewal fees paid out of pocket for maintaining their Basic Level Certification, up to \$150.00 per employee for every two (2) year period. The City will reimburse fire dispatchers for renewal fees paid out of pocket for maintaining their EMD Certification, up to \$50.00 per employee for every two (2) year period. Within thirty (30) calendar days from the date of renewal, employees shall be required to submit receipts for reimbursement to the Fire Chief.

It is understood that all courses outlined in Paragraph 33.02 will be held during an employee's scheduled work time.

As of July 1st 2011 the City will pay a five hundred dollar (\$500) base pay increase to employees of the Alarm Division who are certified Emergency Medical Dispatchers.

ARTICLE THIRTEEN
CLOTHING ALLOWANCE

Paragraph 13.01. To the extent provided for by Article 17.04, the City will appropriate the sum of one thousand four hundred dollars (\$1,400) to each member of the bargaining unit, described in Article Two, as an annual clothing allowance in the first pay period in July. The City agrees it will not change the uniforms that employees are required to purchase more than one (1) time per year. Any significant changes must be impact bargained prior to implementation. Effective at the end of the workday on June 30, 2022, all bargaining unit members that are beyond their probationary period shall have their \$1,400 clothing allowance rolled into their base pay. Probationary members will receive the \$1,400 clothing allowance only (i.e., the salary of probationary members shall be \$1,400 less than the salary listed in the salary schedule).

ARTICLE FOURTEEN **LONGEVITY**

Paragraph 14.01. In the manner and to the extent provided in this Article, each employee who has actually and continuously worked for the City for the accumulated periods of time as provided in this Paragraph shall receive annual longevity pay in accordance with the following schedule:

10-14 years of service – **\$800**
15-19 years of service – **\$900**
20-24 years of service – **\$1,100**
25-29 years of service – **\$1,300**
30 years or more of service – **\$3,100**

Effective January 1, 2019 shall receive annual longevity pay in accordance with the following schedule:

10-14 years of service – **1.5%** of base salary
15-19 years of service – **1.75%** of base salary
20-24 years of service – **2%** of base salary
25-29 years of service – **3%** of base salary
30 or more years of service – **\$3,100 or 4%** of base salary, whichever is greater

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, except in the case of an employee retiring or dying prior to his/her anniversary date in that calendar year, in which instance, his/her longevity pay will be prorated for his/her last year of service and paid to him/her or his/her beneficiary with his/her final regular pay.

Paragraph 14.02. Interruption of continuous employment for the purpose of performing military service shall not be deemed to break the continuity of service with the City in calculating benefits payable under this Article, provided that no employment other than military service is entered into by the employee during the period of such interruption.

Paragraph 14.03. Interruptions of continuous employment for separation of employment due to lack of money, work, or abolition of position shall not be deemed to break the continuity of service with the City but shall not be considered as time in the employment of the City so as to add to the length of service or number of years of employment.

ARTICLE FIFTEEN
HOURS OF EMPLOYMENT

Paragraph 15.01. Subject to the provisions of Paragraph 15.02, the regular work week for the firefighting members of the department shall be forty-two (42) hours which shall be scheduled in accordance with the chart in this Paragraph 15.01 in which “O” shall mean On Duty and “X” shall mean Off Duty.

<u>WEEKS</u>	<u>SUN.</u>	<u>MON.</u>	<u>TUES.</u>	<u>WED.</u>	<u>THURS.</u>	<u>FRI.</u>	<u>SAT.</u>
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1	O	X	O	X	X	X	X
2	X	O	X	O	X	X	X
3	X	X	O	X	O	X	X
4	X	X	X	O	X	O	X
5	X	X	X	X	O	X	O
6	X	X	X	X	X	O	X
7	O	X	X	X	X	X	O
8	X	O	X	X	X	X	X

An eight (8) week cycle shall be employed and the firefighting members of the Department shall be divided into four (4) groups. The firefighting members shift shall be 24 hours long and shall commence at 0700 hours and continue through to 0700 hours the following day. Each 24 hour period shall consist of two working tours, a ten (10) hour day tour followed by a fourteen (14) hour night tour (combined to create the 24 hour shift). No conditions or benefits (e.g., allotment of vacation days, personal days, etc.) are to be increased or expanded as a result of the introduction of the new scheduling.

Paragraph 15.02. The Union recognizes that the function of the fire service in the City of Holyoke is to protect the life, health, safety and property of the public within the geographical limits of the City, and beyond, under existing mutual aid compacts, and that the responsibility of seeing that function is performed is imposed by law upon the City of Holyoke, the Board of Fire Commissioners of the City of Holyoke and the Chief of the Fire Department. The City reserves the right to alter the work schedule of members of the bargaining unit as set forth herein when and only so long as public emergency or public necessity or departmental efficiency so require. Said alteration in the work schedule shall be preceded by as much notice as circumstances permit to the president of the Union. If the change in work schedule is because departmental efficiency requires that it be made, it shall be made by the Board only after ninety (90) days notice in writing to the Union and subject to the following restrictions:

- (a) No tour of duty shall be less than eight (8) consecutive hours.
- (b) The day tour shall not be less than eight (8) hours and not more than ten (10) hours.

- (c) The night tour shall not be less than eight (8) hours and not more than sixteen (16) hours.
- (d) The starting time for the day tour shall begin not earlier than 7:00 A.M. and not later than 9:00 A.M.

Paragraph 15.02A. Fire Alarm Operators assigned to the Alarm Room shall work four (4) days per week for not less than twelve (12) hours per day. All other Fire Alarm Operators shall work four (4) days per week for not less than eight and one-half (8½) hours per day and one (1) day per week for not less than eight (8) hours per day. The City reserves the right to alter the work schedule of members of the bargaining unit as set forth herein when and only as long as public emergency or public necessity or departmental efficiency so require. Said alteration in the work schedule shall be preceded by as much notice as circumstances permit to the President of the Union. If the change in work schedule is because departmental efficiency requires that it be made, it shall be made by the Board only after ninety (90) days notice in writing to the Union and subject to the following restrictions:

- (a) No tour of duty shall be less than eight (8) consecutive hours.
- (b) The day tour shall not be less than eight (8) hours and not more than twelve (12) hours.
- (c) The night tour shall not be less than eight (8) hours and not more than sixteen (16) hours.
- (d) The starting time for the day tour shall begin not earlier than 7:00 A.M. and not later than 9:00 A.M.

Paragraph 15.03. Those employees in the bargaining unit not subject to Paragraph 15.01 shall have work weeks in accordance with those in effect at the time of execution of this Agreement and the same shall remain in force during the term hereof unless changes therein are agreed upon by the City and the Union; provided, however,

that such employees whose work schedule is established by this Paragraph 15.03 shall also be subject to the provisions of Paragraph 15.02 thereof.

Paragraph 15.04. The Alarm Room Schedule will be as follows:

<u>Operator 1</u>	<u>Operator 2</u>	<u>Operator 3</u>	<u>Operator 4</u>
Day 1 0700-1900	0	0	1900-0700
Day 2 0700-1900	0	0	1900-0700
Day 3 1900-0700	0700-1900	0	0
Day 4 1900-0700	0700-1900	0	0
Day 5 0	1900-0700	0700-1900	0
Day 6 0	1900-0700	0700-1900	0
Day 7 0	0	1900-0700	0700-1900
Day 8 0	0	1900-0700	0700-1900
Day 9 0700-1900	0	0	1900-0700
Day 10 0700-1900	0	0	1900-0700

Paragraph 15.05. Firefighters on the rotating shift shall receive a two and one-half percent (2.5%) wage increase added to the base rate of pay as set forth in paragraph 12.01. The intent of this provision is to compensate firefighters on the rotating shift that work on average forty-two (42) hours per week, exclusive of any other benefits, monies or overtime. The Union, on behalf of itself and its members, hereby expressly waives any right to grieve, claim or institute any arbitration, prohibited practice charge or any other administrative or judicial action alleging that the firefighters on the rotating shift are entitled to any additional compensation, except as provided in this paragraph, for working an average work week of forty-two (42) hours per week.

ARTICLE SIXTEEN
CONDITIONS OF EMPLOYMENT

Paragraph 16.01. The City and the Board reserve and retain the right to establish, change, distribute and enforce rules and regulations governing the operation of the department and the duties of the employees; provided, however, that such rules and regulations shall not be contrary to the express provisions of this Agreement and

provided further that the Board agrees that a committee shall be constituted consisting of the Chief of the Fire Department and three (3) representatives of the Union to undertake a comprehensive review of all rules, regulations and orders which may have been promulgated by the Board or by the Chief and which affect the terms and conditions of employment of members of the bargaining unit represented by Local 1693 and which are not specifically addressed in this Agreement. The Committee shall develop for submission to the Board a set of recommendations which have been unanimously adopted by the committee for the Board's consideration, and the Board, within thirty (30) calendar days of such submission, shall consider and vote upon such recommended revised rules and regulations and, upon the affirmative vote of a majority of the Board, such set of rules and regulations shall become and remain in full force and effect for the duration of this Agreement; provided, however, that in the event of a compelling public emergency or necessity, the Board shall have the power to suspend, change or add to any such adopted set of rules and regulations. Notice of any such suspension, change, or addition shall be given to the Union as much in advance of the effective implementation thereof as the circumstances requiring the exercise of this reserved power shall permit. At the termination of the "compelling public emergency or necessity" any suspension, change or addition to the rules shall revert back automatically.

Paragraph 16.02. Employees covered by this Agreement who have satisfactorily completed the probationary period described in Paragraph 5.01 shall not be required to maintain a residence within the geographical boundaries of the City of Holyoke provided that any residence maintained by an employee outside of the geographical boundaries of the City of Holyoke does not prevent the employee from being available to serve in emergencies as declared in the discretion of the Chief or his designee. Employees hired after July 1, 2016 are required, within nine months of appointment, establish and maintain residence in the City of Holyoke or a place in Massachusetts that is within fifteen (15) miles of the limits of the City.

Paragraph 16.03. The City agrees that during the term of this Agreement, it will contribute on behalf of the employees in the bargaining units not less than fifty percent

(50%) of the premiums for the group medical, hospitalization and life insurance plans carried by the City for the benefit of all the qualified employees of the City.

Paragraph 16.04. The City will make every effort to provide ample supplies of paper towels, liquid soap, bar soap and toilet tissue for all stations.

Paragraph 16.05. The Union and the City hereby agree that no employee of the City's Fire Department, while on duty should be under the influence of an intoxicant and to be under said influence would only tarnish the good reputation of the fire department and that of its employees. Both parties hereby further agree that the lives and property of citizens are put on an added risk and fellow employee's performance is also impaired.

For the purpose of this Article, intoxicant is defined to mean alcohol or a controlled substance as defined in Chapter 94C of the Massachusetts General Laws.

Any employee so charged under the provisions of this Article, when and if found guilty of said charge, the standard of proof that shall be used shall be proof by a preponderance of the evidence. It shall be an affirmative defense to any allegation of possession of a controlled substance that such possession was obtained pursuant to a valid prescription to the employee. The penalty for an employee found guilty of being under the influence of an intoxicant shall be at the discretion of the appointing authority. Any penalty invoked can be the subject for appeal by the employee involved as contained in Massachusetts General Laws, Chapter 31, if so desired by said employee. The Union hereby affirms that it will neither interfere, nor take part in any process that may arrive as a result of any provisions contained in this Article.

Paragraph 16.06. If it becomes necessary to keep personnel at a working fire or other emergency for a period greater than four (4) hours, or at other times during severe weather conditions when it is necessary in the opinion of the Chief or the Deputy Chief in charge, the Chief or Deputy Chief in charge shall take all necessary steps to provide the person at the fire or emergency with appropriate drinks and/or sandwiches.

Paragraph 16.07. Any employee who is separated from employment shall be subject to, and shall take or have at the City's expense, a comprehensive physical examination which shall include but not be limited to pulmonary function, chest X-ray and cardiogram. Upon recall, the City at its option may request a similar exam prior to re-employment.

ARTICLE SEVENTEEN **SCOPE OF AGREEMENT**

Paragraph 17.01. It is acknowledged and agreed 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 a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements concluded among the parties during said negotiations are fully stated in this Agreement.

Paragraph 17.02. 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 provisions of this Agreement and that neither the Union nor the City shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement; provided, however, that nothing in this Paragraph shall in any way limit or restrict the rights and duties prescribed in Article Six.

Paragraph 17.02(a). This Agreement constitutes the entire Agreement between the parties and included provisions for all matters contemplated by them for the entire effective term of the Agreement. The Agreement will not be reopened, except by mutual consent, on the ground that some matter was not included herein because of a mistake or oversight, until reopening, as provided herein may lawfully be made.

Prevailing Rights

Paragraph 17.02(b) All rights, privileges or working conditions existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect. However, in the event that a proposal is made which affects a past practice, upon proper notice by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiations between the parties, prior to the filing of any grievance, provided, however, that the Union, the employees and the City agree that any matter or issue pertaining to wages, hours or conditions of employment which were made as written proposals during the negotiations preceding the execution of this agreement shall not be subject to the provisions of this paragraph.

Paragraph 17.03. The Union agrees that neither it nor its members will, during the term of this Agreement, propose, pursue, seek, or solicit legislation or other action by the City Council of the City of Holyoke pertaining to wages, hours of work or conditions of employment. It is agreed that if, during the term of this Agreement, there is enacted any statute by the Commonwealth of Massachusetts which may or will affect the terms of this Agreement, negotiations will commence with respect to those terms of this Agreement which may or will be affected by said statute within ten (10) calendar days after the receipt of written notice of a request for a meeting by either the Union or by the City, it being understood and agreed that the sole and exclusive method for the amendment of this Agreement during its term shall be by negotiation and agreement between the City and the Union followed by submission to the City Council of the City of Holyoke of any amendment which requires the approval of the Board.

Paragraph 17.04. Except as otherwise specifically provided, the provisions of this Agreement, shall apply only to employees who are actually working and in current, active employment of the department on and after the execution of this Agreement.

Paragraph 17.05. No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the City and by the Union.

Paragraph 17.06. By mutual agreement in writing between the department 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 17.07. The failure by the City, the Department, 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.

Paragraph 17.08. Local 1693 will be the Chief Negotiator for the employees, who may be civilian or firefighters, for any ambulance service that is implemented within the Holyoke Fire Department.

ARTICLE EIGHTEEN **PERSONAL LIABILITY OF EMPLOYEES**

Paragraph 18.01. The Employer assumes all liability imposed on it by Chapter 41, Section 111F and Chapter 512 of the Acts of 1978 of the Massachusetts General Laws. The Employer agrees that the provisions of said statutes will apply to any employee responding to a call back, general alarm or emergency.

Paragraph 18.02. The City, for the duration of this Agreement, will observe the provisions of Chapter 41, Section 100B of the Massachusetts General Laws as accepted in 1978 by its City Council.

Paragraph 18.03. The City shall pay the reasonable expense, not exceeding twelve thousand dollars (\$12,000), of the funeral and burial of any firefighter while in the performance of his/her duty and as a result of an accident while responding to or returning from an alarm or fire or any emergency or as the result of an accident involving a fire department vehicle, which the firefighter is operating or in which he/she is riding or while at the scene of a fire or any emergency or any in house accidents is killed or sustains injuries which results in his/her death.

Paragraph 18.04. Whenever a member of the Holyoke Fire Department believes, he/she has suffered an injury sustained in the line of duty which is compensable under General Laws, Chapter 41, Section 111F, said member shall immediately notify his/her commanding officer. The injured employee shall then be examined or treated at the Holyoke Hospital unless the injury is of such a nature so as to require immediate hospital emergency treatment where time is of the essence or the severity of the injury would require treatment at another medical facility. In which case, the employee may be examined by the city physician as soon as practicable after being so ordered by the Fire Chief. For purposes of this section, the City designated physician shall be the Occupational Health Center.

Paragraph 18.05. The injured employee shall complete an "Accident Report" describing the circumstances of such injury and listing the names of all witnesses and the name of the commanding officer that the employee notified immediately after the injury. Said report shall be submitted to the office of the Fire Chief as soon as possible, provided, that in the event the injured employee is incapacitated then the injury report shall be completed by the employee's commanding officer.

Paragraph 18.06. The Fire Chief or his/her designee shall be responsible for investigating the circumstances of such injury. No employee shall be eligible to receive IOD benefits for any illness or injury unless the Fire Chief receives a medical report which shall include diagnosis, prognosis and a statement by the attending physician that the injury or illness was a direct result of an injury incurred in the performance of the officer's duty through no fault of his/her own. In addition, the Fire Chief may, at his/her discretion, order an examination by a city physician of any employee seeking or receiving IOD benefits. In the event that the employee's physician and the city physician disagree as to disability or causation then an impartial physician shall be selected by the treating physician and the city physician.

Paragraph 18.07. The employee shall be carried as "sick" pending approval of the IOD claim by the Fire Chief. Upon approval of the Fire Chief, the employee shall be listed as IOD on all records, retroactive to the date of injury.

Paragraph 18.08. Effective July 1, 1997, the Personnel Department shall be responsible for the payment of all medical bills and/or related expenses provided that claims for payment will be denied unless such bills are accompanied by appropriate medical documentation. The employees hereby waive any right of any officer to receive payment in-hand for any said medical bills and/or related expenses, provided however, if the employee was required to pre-pay any bills, then the employee shall be directly reimbursed.

Paragraph 18.09. An employee on IOD status shall immediately notify the Fire Chief in the event they are engaging in other employment. Failure to provide notice of other employment shall constitute "just cause" for discipline including, but not limited to, termination.

Paragraph 18.10. Light Duty: The Fire Chief may assign an employee on IOD to limited duty on a voluntary basis with the consent of the employee. After forty-five (45) calendar days of inability to work regular duty the Fire Chief may involuntarily assign an employee to limited duty. In either circumstance the assignment must be consistent with any physical restrictions indicated in by the employee's physician or the physician designated by the City. In the event that the employee's physician and the City physician disagree as to fitness to perform limited duty then an impartial physician shall be selected by the treating physician and the City physician. This Section shall apply to both occupational and non-occupational illness, or injury. It is agreed that there will be up to fourteen (14) available limited duty positions performing the functions listed on the limited duty addendum. It is understood that limited duty is available only on a temporary basis.

Members shall be eligible for light duty upon presentment to the Fire Chief a physician's note certifying the member's inability to perform the essential duties of a firefighter due to pregnancy. Light duty ends when the member takes leave from work due to the pregnancy.

Paragraph 18.11. Members, who are injured or sustain illness while on duty and voluntarily participating in any health, physical fitness or wellness program sponsored in whole or in part by the City of Holyoke, shall be eligible to receive IOD benefits.

Paragraph 18.12. The presumption contained in M.G.L. Chapter 32, Sections 94, 94A and 94B shall apply to claims of IOD.

ARTICLE NINETEEN **SWAPPING OF TOURS**

Paragraph 19.01. Employees of the department may exchange sixteen (16) tours with other employees of the department in a calendar year. After sixteen (16) tours, employees of the department may exchange time with other employees of the department without limitation in a calendar year subject to the approval and sole discretion of the Chief of the department or his/her designee.

ARTICLE TWENTY **UNION BUSINESS**

Paragraph 20.01. The Union shall be responsible for submission of a list of employees selected and scheduled to attend each of the below-mentioned conventions and conferences and shall give reasonable written notice of the selection and scheduling to the Chief of the department, such notice to be submitted not less than seven (7) calendar days prior to the first scheduled date of absence of the employees concerned. The Chief, or his/her designee, shall give written notice of approval or disapproval or request a meeting to resolve differences with the Grievance Committee of the Union within three (3) calendar days of receipt of said notice. The Union and the Chief shall act in good faith regarding the time frame if any meeting is called by the officers of the PFFM or IAFF on short notice. The City and the Board hereby recognize the following conventions, conferences and meetings as those which are Union business for the purposes of this Agreement; provided, however, that not more than the maximum number of employees listed below and for the inclusive times listed below shall ever be recognized as Union business:

1. International Association of Firefighters, AFL-CIO Convention (held every even numbered year). Allowance of two (2) members for the convention not to exceed 7 calendar days including the night tour of the final day of the convention.
2. The Professional Firefighters of Massachusetts Convention (held every odd numbered year). Allowance of eight (8) members for the convention not to exceed 7 calendar days including the night tour of the final day of the convention.
3. The Professional Firefighters of Massachusetts Conference (held every even numbered year). Allowance of eight (8) members for one (1) calendar day including the night tour.
4. Professional Firefighters of Massachusetts meetings (monthly). Allowance of four (4) members for one (1) calendar day including the night tour.
5. Educational seminars. Allowance of four (4) members per seminar, not to exceed 7 calendar days for the duration of the seminar including the night tour of the final day of the seminar, sponsored by either the Professional Firefighters of Massachusetts or the International Association of Firefighters.
6. For the Union President or his/her delegate, and one (1) other union officer, to attend special meetings of the Professional Firefighters of Massachusetts, AFL-CIO, including any district meetings that may be called from time to time including the night tour of the final day of the meeting. Allowance of two (2) calendar days, per officer, per fiscal year, and for the Union President and one (1) other Union Member of Local 1693 to attend any Line of Duty Death, both wake and funeral, for a

member of the International Association of Firefighters including the night tour of the final day.

7. For Union officers, not in excess of four (4) to attend and participate in regular and special meetings of Local 1693.
 - (a) Any employee shall be granted a leave of absence without pay but without loss of eligibility for insurance coverage under the group plan and without suspension of seniority accumulation upon his/her request to the Board of Fire Commissioners if the reason stated in such request is to enable such employee to serve on a full-time basis with any labor organization with which the Union is affiliated. Such leave shall be available only to one (1) employee at any one (1) time and shall not be for a period of more than one (1) year; provided that the Board, in its sole discretion, may grant an extension to such leave.
8. Legislative Conference. Allowance of Union Officers or members of the Executive Board or a combination of the same not to exceed four (4) per conference, for the duration of the conference not to exceed 7 calendar days sponsored by the International Association of Fire Fighters including the night tour of the final day of the conference.
9. Legislators Night (yearly). Allowance of four (4) members for one (1) calendar day. Members will be a combination of Union Officers and/or Executive Board members.

ARTICLE TWENTY-ONE **BULLETIN BOARDS**

Paragraph 21.01. The City agrees to provide reasonable space at each fire station and at headquarters for a Union bulletin board, to be used by the Union for the following notices and purposes:

- a. Union Meetings.
- b. Union and Firemen's Aid elections.
- c. Rulings and policies of the International Union or State Association.
- d. Reports of Union Committees.
- e. Recreational and Social Affairs of the Union or the Firemen's Aid.
- f. Union business.

Paragraph 21.02. The Union agrees that there shall be no other general distribution or posting by the Union or employees upon City property; provided, however, that the Chief may permit other material not provided for above, to be posted or distributed. The material posted shall not contain anything political or anything adversely reflecting upon the City, any of its employees or any other labor organization of City employees. The City reserves the right to remove any material determined by the Chief, after consultation with the Union President or his/her nominee, not to comply with the provisions of this Article.

Paragraph 21.03. The Union agrees that any material posted or distributed will be signed by the employee causing such posting or distributing.

ARTICLE TWENTY-TWO **COOPERATION AND CONSULTATION**

Paragraph 22.01. The Employer, the Union and all employees shall cooperate in all matters of safety, health and sanitation.

Paragraph 22.02. In the manner and to the extent provided in this Paragraph 22.02, the Board of Fire Commissioners will afford time at its regular meetings to meet and consult with a committee of two (2) employees included in the bargaining units described in Paragraph 2.01, designated by the Union, regarding matters related to the employment relationship including, but not limited to, matters of safety, health and sanitation. All such matters shall have been first discussed with the Chief by the Union representatives. Nothing in this Paragraph 22.02 shall in anyway limit or be construed to limit the provisions of Paragraph 2.04 (Management's Rights) or Article Six (Grievance Procedure).

Paragraph 22.03. Nothing contained in this Article shall limit the Employer from performing its regular and ordinary management functions in the areas of health, safety and sanitation.

Paragraph 22.04. The Union agrees to cooperate with the City, through the Chief, in the establishment and implementation of training programs, including, but not limited to, physical fitness programs. Prior to implementing any such program or programs, whether or not funded with City funds, the Chief will consult with representatives of the Union.

Paragraph 22.05. The Union shall make every effort to make the members of the bargaining units aware of their rights and privileges contained in this Contract.

ARTICLE TWENTY-THREE **MILITARY LEAVE**

Paragraph 23.01. Employees shall be entitled, during actual service as a member of the Reserve Armed Forces of the United States or in the National Guard, to receive full pay and benefits from the Employer while so serving for any period during any calendar year not in excess of twenty two (22) calendar days.

Paragraph 23.02. Military leave under this Article shall not be counted as vacation, sick leave, bereavement leave or other leave.

Paragraph 23.03. Except in cases of emergency, any employee needing military leave shall notify the Chief in writing as soon as the employee is informed of the need for leave and shall provide the Chief with a copy of his/her orders within twenty-four (24) hours of receipt of same.

ARTICLE TWENTY-FOUR **FUNERAL AND BEREAVEMENT LEAVE**

Paragraph 24.01. In the event of the death of the spouse, parent, grandparent, stepchild, step-sister, step-brother, step-parent, child, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, or spouse's grandparents, of an employee, the employee shall receive a leave of absence with pay. The leave of absence shall not authorize absence from work before the date of death, nor, in any event, exceed four (4) working days (tours). Subject to all the provisions of this Article, in the event of the death of the aunt, uncle, niece, nephew, or first cousin of an otherwise eligible employee, the employee shall receive a leave of absence for two (2) working days (tours). For the purposes of this Article, the mother or father of a former spouse by divorce of an otherwise eligible employee shall not be deemed to be the mother-in-law or father-in-law of said employee. Upon proof satisfactory to the Fire Chief that the funeral attended was over one hundred (100) miles from Holyoke, the attending member shall be entitled to one (1) additional day (tour) of bereavement leave.

ARTICLE TWENTY-FIVE **EMPLOYEE FILES**

Paragraph 25.01. Every permanent employee shall have the right, upon written request and at reasonable times, to examine his/her personal record and to receive a copy of any and all material contained therein within five business days and shall have the right to respond in writing to any entry adversely reflecting upon conduct, service, character or personality. Employees shall receive a copy of their personal record prior to any discipline hearings. The provisions hereof shall be subject to the grievance procedure provided in Article Six of this Agreement.

Paragraph 25.02. Except as otherwise required by law, entries in the files shall not be released or reviewable by any parties other than the Board of Fire Commissioners, the Chief, or duly authorized agents of the City who, in the opinion of the keeper of such files, present a justifiable reason for requesting such release or review. Upon any release or review, other than to or by the Board or the Chief, the keeper of the records shall notify the employee affected thereby of the release or review and the identity and position of the person making such review.

ARTICLE TWENTY-SIX
EXAMINATION TIME

Paragraph 26.01. Employees will be granted time off from duty without loss of compensation for the purpose of taking any promotional Civil Service examination conducted by the Personnel Administrator of the Commonwealth for which such employees are eligible, if such examination or any part thereof is scheduled to be held at a time when such employees are scheduled for duty.

Paragraph 26.02. The amount of time off for employees eligible under Paragraph 26.01 will be:

- (a) The scheduled length of such examination, and
- (b) Thirty (30) minutes if such examination is held in the City of Holyoke, or sixty (60) minutes if such examination is held outside the City of Holyoke.

Paragraph 26.03. Employees who desire examination time as provided in this Article will file requests thereof no later than seven (7) calendar days in advance of the date of such examination.

Paragraph 26.04. The maximum number of employees eligible under this Article will not exceed the number which would require the City to provide replacement personnel earning overtime compensation for four (4) privates, and two (2) lieutenants and one (1) captain. If the number of employees who request examination time exceeds the limitation imposed by this Paragraph, eligibility will be determined by seniority.

Paragraph 26.05. A training program shall be designated and established by the Fire Chief, containing twenty-two (22) courses, the content of which are at the discretion of the Fire Chief. No compensation will be paid to Union members for the taking of the courses until all twenty-two (22) are successfully completed. At that time, twenty-two dollars (\$22.00) per week will be added to members' base wages.

The twenty-two (22) courses at the time will be:

1. C.P.R. and basic first aid;
2. Scott-Paks;
3. Salvage operations and overhaul - ventilation;
4. Jaws of Life and power tools and equipment;
5. Ground ladders and aerial ladder operations;
6. Foam equipment and its application;
7. Pump operations;
8. Hydraulics;
9. Sprinkler operations;
10. Rescue vehicle, equipment and techniques;
11. Hazardous materials and incidences;
12. Building inspections and pre-fire planning;
13. Gas Works;
14. Resuscitator;
15. Elevator Rescue;
16. Carbon Monoxide Monitoring;
17. First Responder Re-Certification;
18. Positive Pressure Ventilation;
19. Rope Rescue;
20. Ice Rescue;
21. Water Rescue;
22. Confined Space Rescue.

The Department shall make every effort to present the twenty-two (22) courses within a twelve (12) month period.

Beginning firefighters will take the twenty-two (22) courses but will not be compensated until they have completed two (2) full years on the job or completed the courses, whichever is later.

Note: Course listings for Unit "B" are listed at the end of this contract.

Paragraph 26.05A. Members will receive a thirty dollar (\$30.00) per course stipend, not added to base pay for courses approved by the Chief and not listed in 26.05. Firefighters shall be allowed to take up to five (5) courses per calendar year. The parties acknowledge that a member can only receive a maximum of one hundred and fifty dollars (\$150.00) in each calendar year as payment for said courses. Courses applicable to this paragraph shall be accredited fire service courses and all courses shall be allowed only with the prior approval of the Chief.

Payments under this section shall be prospective and effective upon ratification of the agreement and no payments shall be retroactive. Members shall be reimbursed for tolls, food and mileage pursuant to the municipal travel policy. For Unit "B" members' courses in their related field shall be allowed with the same stipend outlined above with the prior approval of the Chief.

Paragraph 26.06. All promotional examinations offered by the Division of Personnel Administration, with the exception of the Chief's exam, shall be requested every two (2) years, but not sooner than two (2) years unless no list exists for said position. This provision shall not preclude the Board, or the Chief, from calling for an exam sooner than two (2) years, if the number of openings for a given position, exceed the number of names on the eligibility list.

Paragraph 26.07. In the event that HAZMAT technicians must attend a HAZMAT training session or respond to a HAZMAT incident the Employer agrees that it will not reduce to less than three(3), the number of men assigned to apparatus, or the number of apparatus normally in service at any given time. The apparatus responding to a HAZMAT incident within the City shall be considered in service for the purposes of this paragraph.

Paragraph 26.08. No firefighter shall be required to perform the duties of a HAZMAT technician except a HAZMAT technician.

Paragraph 26.09. Each applicant for the position of HAZMAT technician shall undergo a comprehensive physical examination and health assessment to determine his/her physical condition. The examination will be scheduled by a physician designated by representatives of the PFFM and the FCAM. The Employer shall bear any expense not covered by the Commonwealth of Massachusetts. The comprehensive physical examination will include:

1. History, height, weight, blood pressure, pulse, hematocrit, urinalysis, skin examination, audio examination, and an EKG.
2. Pulmonary function screening of vital capacity and flows.
3. Other laboratory and blood work such as liver function tests, sugar level tests, cholesterol, skin and triglycerides will also be performed.

The results of the physical examination shall be used only for the purpose of informing and advising the applicant and the selection committee relative to the employee's physical condition. No applicant shall be disciplined in any way nor shall the city/town take any actions contrary to the interests of any applicant including, but not limited to, seeking any employee's retirement as a result of information obtained by virtue of said examination, introducing or attempting to introduce the results of any such examination in any voluntary retirement proceeding, or making available to any person the results of any such examination without the consent of the employee.

Currently, the National Guard will perform the baseline physicals. The Employer will be responsible for additional lab charges which should be minimal.

Paragraph 26.10. The Employer agrees to indemnify the Union and any union official for any and all claims for damages or personal injuries, including death, that arose from any negligent act or omission committed by a union official in the performance of his/her duty to select or assign firefighters to the position of HAZMAT technician, provided that said union official is an active employee of the City of Holyoke and an active member of the firefighters bargaining unit. It is expressly understood by

the parties that the right to indemnification shall not apply to any intentional, willful, reckless or wrongful act or omission committed by the Union or any union official in the discharge of said duty.

Paragraph 26.11. At the request of any member of Unit A, the City will pay for all HAZMAT follow-up medical exams. The Union agrees that no benefits related to a medical condition caused by a HAZMAT incident will be paid to a firefighter by the City without a doctor's examination notwithstanding any confidentiality language in the CBA, or in any law to the contrary.

Paragraph 26.11(a). Attendance at the annual Hazardous Materials Conference: Hazardous Materials technician and support personal with prior approval of the Chief of the Department will be allowed night tours of duty off with pay while attending the annual Hazardous Material Technician Conference.

Paragraph 26.12. The City agrees to pay for the Project Concern program sponsored by Mass. West Occupational Health Services, Inc. for all members of the Holyoke Fire Department. Firefighter participation in Project Concern shall be purely voluntary. This provision shall not impair the Union's option to negotiate a broader and more complex E.A.P. program.

Paragraph 26.13. No firefighter for the City of Holyoke will be expected to perform duties above and beyond that imposed by N.F.P.A. #472 for First Responders Operational Level.

HAZMAT technicians ordered to attend any scheduled training session or respond to an incident outside his/her normal working schedule will be paid at a rate of time and one half (1 1/2). Overtime payments by the City to a HAZMAT technician shall be governed by the agreement between the Massachusetts Association of Fire Chiefs and the Professional Firefighters of Massachusetts.

Any member of the bargaining unit who is voluntarily on an entry team may at any time request he/she be removed from such team and immediately return to normal First Responders Operational Level, per N.F.P.A. #472.

ARTICLE TWENTY-SEVEN
SENIORITY

Paragraph 27.01. Pursuant to Section 67 of Chapter 31 of the Massachusetts General Laws, the Board of Fire Commissioners shall, on or before March 1st of each year, cause a listing of employees to be posted in all stations. For 1979, such posting shall be made within thirty (30) calendar days of the execution of this Agreement. At the time of each posting, a copy of said posting shall be mailed or delivered to the President of the Union. It shall be the responsibility of each employee to review the posted seniority list. In the event an employee has an objection to his position on such list, he/she shall, within twenty (20) calendar days of first posting, inform the Chief in writing of his/her objection and the reasons therefore. The Chief and the employee or employees so objecting shall, at a mutually convenient time not later than forty (40) calendar days from the date of first posting, meet and confer regarding the objections so noted. Objecting employees may have an officer of the Union at any such meeting. The Chief shall recommend to the Board of Fire Commissioners, and the Board shall make such revisions as are appropriate predicated solely and exclusively upon date of full-time employment as a permanent employee, including any required probationary period in accordance with Section 33 of Chapter 31 and any rules and regulations of the Division of Personnel Administration promulgated pursuant thereto. Once such revisions have been made in accordance herewith, a reposting shall be made and the reposting shall remain posted for an additional thirty (30) calendar days. Each employee shall again be responsible for reviewing his/her position on such reposting and for noting and processing any objections as aforesaid. Reposting shall continue to occur at such time as thirty (30) calendar days, having elapsed from the date of last posting, no objections shall have been recorded. At such time, such seniority list shall be deemed approved and not subject to later challenge by any employee whose name appears thereon. After the final establishment of the initial seniority list, the seniority list will be updated and posted not less frequently than annually.

Paragraph 27.02. Seniority in the department shall, additionally, be by rank and consist of the length of the accumulated service of each employee in his/her respective rank.

Paragraph 27.03. All seniority shall be lost in the event of retirement, discharge or resignation and, in the event of layoff, when the employee has been in the status of laid off for an amount of time equal to the amount of accumulated service to the date of layoff which, in no event, shall exceed two (2) years.

Paragraph 27.04. Where two (2) or more employees have the same initial date of full-time employment, their names shall be entered on the seniority roster in the same order as their names appeared on the eligible list as promulgated by the Division of Civil Service of the Commonwealth of Massachusetts.

Paragraph 27.05. All provisions hereof shall be subject to the provisions of Chapter 31 of the Massachusetts General Laws and to any rules and regulations promulgated pursuant thereto by the Civil Service Commission or by the Director of Personnel Administration of the Commonwealth.

Paragraph 27.06. The Chief shall make reasonable effort to make transfers/assignments, after posting, based upon seniority unless there is a critical legitimate need as determined by the Chief. The position shall remain open for a period of fourteen (14) calendar days after such posting, to facilitate bidding for the position. The Chief shall retain the discretion to fill the position with a less senior employee, who the Chief, in his sole discretion, feels is better qualified for the position. Upon the request of a more senior employee, who has submitted a timely bid for the position, the Chief shall provide the more senior employee with a written statement, listing the reasons why the Chief determined that the less senior employee is better qualified for the position. Transfers/assignments will not be used in a punitive manner.

Paragraph 27.07 When a routine detail in assignment must be made within the Fire Department, the Fire Fighter with the least seniority will be used unless the shift commander has a valid reason for selecting someone else. Details in assignment

cannot be used as a form of discipline.

ARTICLE TWENTY-EIGHT
EMERGENCY LEAVE

Paragraph 28.01. On each tour, a Deputy Chief may, in his/her sole discretion, grant emergency leave without loss of compensation to any subordinate employee, who has reported to work, who requests such leave for urgent reason. In no event may such leave exceed the duration of the tour in which such emergency arises.

Paragraph 28.02. The officer granting such emergency leave will file a memorandum with the secretary of the Board describing the name of the employee, nature of the emergency and length of absence. If a pattern of abuse of this emergency leave develops on the part of any employee, the Chief will advise such employee in writing. A copy of this notice will be sent to the President of the Union. If, after receiving such notice, said employee continues to abuse emergency leave, then the Chief, in his sole discretion may determine that said employee will no longer have the right to use emergency leave. Notice of such determination will be in writing and sent to the employee and the President of the Union.

ARTICLE TWENTY-NINE
PROTECTION OF WORK OPPORTUNITIES

Paragraph 29.01. The Employer agrees not to employ any person or persons to perform any of the duties of employees covered by this Agreement as presently performed and so long as performed by said employees unless such person or persons are eligible for such employment under the provisions of Massachusetts General Laws, Chapter 31 and persons involved in any pre-apprenticeship or apprentice programs sponsored by the City, alone or in conjunction with any Federal or State agency, shall not actively participate in any departmental operational activities.

ARTICLE THIRTY
VACANCIES

Paragraph 30.01. The Chief shall cause notice of any prospective vacancies (openings in the bargaining unit created by retirement, resignation, discharge, or death) in any position in the bargaining unit to be posted on all bulletin boards in the department as soon as practicable after he/she learns of such prospective vacancy. Each such notice will advise employees of the rate of pay and procedure to be followed in the event employees wish to apply for such vacancy.

Paragraph 30.02. In filling vacancies, seniority shall prevail among two (2) or more employees applying for the same position when the duties of the position do not require unique skills or qualifications; provided, however, that the Chief may, when he/she determines that there is a significant department interest to be furthered, disregard seniority in selecting an employee to fill such vacant position. The Chief's action hereunder shall not be subject to the grievance procedure by any employee. This Article shall not be construed to limit the right of the Chief to make transfers, as he/she deems necessary for the interest of the department.

ARTICLE THIRTY-ONE **COMMITTEE MEETINGS NOTICES**

Paragraph 31.01. The secretary to the Board of Fire Commissioners shall provide the president and secretary of the Union with notice of meetings of the Board of Fire Commissioners forty-eight (48) hours in advance of such meetings together with such agenda items that the secretary to the Board of Commissioners is aware of at that time. The Union agrees not to object to any item taken up by the Board of Fire Commissioners at any such meeting or meetings on the basis that the secretary to the Board has not advised the Union of the item.

Paragraph 31.02. Any general order from the Chief or the Board of Fire Commissioners affecting a substantial number of members of the bargaining unit shall be dated, numbered and forwarded to the president of the Union simultaneously with it being promulgated by either the Chief or the Board.

ARTICLE THIRTY-TWO **MISCELLANEOUS**

Paragraph 32.00.

1. When a member of the Holyoke Fire Department suffers an injury caused by a third party that causes an employee to be absent from work, that employee may, at the employee's option, buy back sick leave;
2. The amount of sick leave that may be bought back is the amount of sick leave used by said employee due to the injury caused by the third party;
3. The sick leave would be bought back at the value of sick leave when the employee used the sick leave due to the injury caused by a third party;
4. The employee would have the option of buying back all or any portion of such sick leave used;
5. Sick leave addressed in this Paragraph is defined in accordance with Article Eleven, Sick Leave, and Paragraph 11.03;
6. This paragraph is applicable only to illness or injury not incurred in the line of duty;
7. All other terms and conditions of employment, shall remain in full force and effect and shall not be modified by this Paragraph.
8. Subject to availability, the City shall coordinate a flu shot clinic for employees. Employees shall be required to sign up in advance to receive a flu shot. The City shall notify employees of the availability of a flu shot clinic at least thirty (30) days prior to the deadline to sign up to receive a flu shot. Notices shall be posted in areas in which affected employees will have the opportunity to observe them. Flu shots shall be voluntary and shall be provided at no cost to the employee. The City may require the cost of an employee's flu shot be covered by their group insurance.

9. If an employee is out on sick leave, IOD, military or vacation the employee shall have the option to participate in all certification classes.
10. The Union and the City will establish a Committee composed of the Fire Chief or his/her designee, the Union President or his/her designee, and a member of Action Ambulance's management team. The scope of this Committee shall be limited to professional conduct and maintenance responsibilities of Action personnel located on HFD property.
11. 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.
12. The City will provide at no charge, all continuing education credits needed to maintain employee's EMT certifications.

Paragraph 32.01 Upon the resignation, retirement or death of an employee, the city will pay the employee, or if he/she is deceased, to his/her spouse, beneficiary or personal representative, in payment for accumulated but unused vacation days, incentive days and personal days with the following formulas:

- a. The number of accumulated but unused vacation days shall be computed by dividing the members weekly compensation by four (4) and multiplying with the number of unused days.
- b. The number of accumulated but unused incentive days shall be computed by dividing the members weekly compensation by four (4) and multiplying with the number of unused days.
- c. The number of accumulated but unused personal days shall be

computed 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. A maximum of seven (7) individuals off per shift on apparatus only. Deputy Chief and aide not included.

2. Only one (1) Deputy Chief off using a Personal Day per shift. More than one (1) Personal Day per apparatus may be allowed, but not to exceed seven (7) off per shift, excluding Deputies and aides.

3. During Six (6) Major Holidays

New Years	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas

at least a seventy-two (72) hour advance notice. Four (4) men/women off per shift on apparatus not to include the Deputy Chief aide. Only one (1) Deputy Chief off using a Personal Day. Those four (4) shall not be denied the personal day. The eve of the major holiday will be treated as a holiday when utilizing a Personal Day.

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.

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 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, handicapped or other basis protected by applicable law.

- b. 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 Fire Chief or City Solicitor's 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 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 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 on or after January 1, 2022 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, Terence Murphy it's duly elected Mayor, LOCAL 1693, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO, has caused this AGREEMENT to be executed on its behalf by, William Alicea its President and duly authorized officer, at Holyoke, Massachusetts, this ____ day of _____, 2021.

Approved As To Form

BY _____
Lisa Ball, City Solicitor

CITY OF HOLYOKE

BY _____
Terence Murphy, Mayor

LOCAL 1693, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO

BY _____
William Alicea, President

Courses for Unit “B”

Alarm Room

1. Communication Center
2. Maps and Blueprints
3. Hydraulic Equipment
4. Traffic Light problem diagnosis
5. Windows 95
6. MS/Word 7.0
7. Ladder and Bucket Operations
8. Computer Aided Dispatch
9. Confined Space Operations
10. Traffic Safety

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 Union President

APPENDIX "A"
AUTHORIZATION FOR THE
DEDUCTION OF UNION DUES

TO: The City of Holyoke

I hereby authorize and direct the City, in the manner and to the extent provided in this Authorization,