

UFCW

LOCAL 1459

AGREEMENT

BETWEEN

THE CITY OF HOLYOKE, MASSACHUSETTS

AND

THE UNITED FOOD AND COMMERCIAL WORKERS,
COUNCIL ON AGING EMPLOYEES

JULY 1, 2022 – JUNE 30, 2024

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AGREEMENT

THIS AGREEMENT is made and entered into at Holyoke, Massachusetts, by and between the City of Holyoke, Massachusetts, hereinafter designated and referred to as the City and United Food and Commercial Workers Local 1459, 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 Section 1 of Article Two in this Agreement hereinafter designated and referred to as the employees.

ARTICLE 1 - PREAMBLE

Section 1. **PURPOSE.** Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the community and the National interest and that the legitimate and mutual interests of the employees and the residents of the City of Holyoke are directly related to the quality and efficiency of the operation of the Holyoke Senior Center and the services provided by the City to seniors in the community, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the City, the Union, and the employees, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation of the rights and benefits of the employees as described in this Agreement, to provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure the continuity of the operations and services of the Holyoke Senior Center and Council on Aging under jurisdiction of the City.

Section 2. **COOPERATION AGREEMENT.** Each of the parties to this Agreement agrees that it is the duty of the City, the Union, and the employees to cooperate fully, faithfully, individually and collectively in the observance of the provisions of this Agreement. In recognition of the principle of a fair day's work for a fair day's pay and for the purpose of improving efficiency in the administration of the facilities operated and the services provided by the City, each employee pledges that he/she will cooperate with the City in conserving resources, aiding and encouraging reliable attendance, and in complying with the policies, procedures, regulations and standards prescribed by the City.

ARTICLE 2 - UNION RECOGNITION

Section 1. **EMPLOYEES COVERED.** Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the City, during the terms of and to the extent provided in this Agreement recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment for the employees employed by the City in the bargaining unit consisting of:

All employees of the Council on Aging Department, including the Activities Coordinators, Drivers, Kitchen Assistants, Kitchen Helpers, Kitchen Supervisors, Program Assistant / Dispatchers, Nurses, Senior Social Workers, Social Workers, and Volunteer Coordinators, excluding the members of the Council on Aging Board, Custodians, the Assistant Director, the Director of the Council on Aging, and all other employees of the City of Holyoke.

The provisions of this Paragraph are intended only to describe the employees covered by this Agreement and not any particular work.

Section 2. **CITY'S AGENT.** Except when the Union is notified otherwise, in writing, the City designates the Director of the Council on Aging as the Agent of the City with respect to all matters pertaining to the administration of the provision of this Agreement.

Section 3. **USE OF NON-UNION DEPARTMENT PERSONNEL.** Nothing in this Agreement shall limit or restrict the right of the employees not included in the bargaining unit as provided in Section 1 above from performing for or on behalf of the City or the Council on Aging, such work incidental to their normal functions and responsibilities as they consider necessary or advisable.

ARTICLE 3 - UNION REPRESENTATIVES

Section 1. **DESIGNATION.** The Union agrees to deal with the City with respect to the provisions of this Agreement through its President or President's designee. The Union shall promptly notify the City, in writing, of any changes in the identity of its representatives. The Union may designate in writing to the Employer one employee to serve as Union Steward and one to serve as an alternate Union Steward to handle grievances and inter Union business.

Section 2. **PROCEDURE.** The City will, upon request by the Union, make reasonable arrangements for the Union Stewards to discharge their responsibilities under the provision of this Agreement during working hours, and on the premises, under the control or supervision of the City. The Union Steward, including the alternate Union Steward if staffing allows, shall be allowed one (1) day off with pay per calendar year to attend the Local Union's Annual Stewards Seminar.

ARTICLE 4 – UNION MEMBERS, VOLUNTARY AGENCY SERVICE FEES AND PAYROLL DEDUCTIONS

Section 1: The City agrees to deduct initiation fees, regular dues and voluntary agency fees, as established from time to time by the Union, from the bi-weekly paycheck of each employee who authorizes such deductions, in writing on a form authorized by the law.

Monies so deducted will be forwarded to the Union monthly (end of the month) together with a list of employees from whom such deductions were made and the last four digits of each such employee's social security number and date of hire.

Section 2. The City agrees to notify the Union in writing within thirty (30) day period of all newly hired employees, their shift and classification and also dates of termination. The City agrees to forward to the Union a copy of a completed checkoff authorization form for each new hire who has completed one at the end of each month. The Employee shall be provided a dues checkoff form upon hire.

Section 3. The Union shall indemnify and save the City harmless from any form of liability or damages that may arise out of complying with any of the provisions of this Article.

Section 4. VOLUNTARY AGENCY. An employee within thirty (30) days of their employment or within thirty (30) days of the effective date of this Agreement, whichever is earlier, shall, except as set forth herein to either maintain membership in good standing in the Union, refrain from membership in good standing in the Union or pay to the Union a voluntary agency fee. Said fee represents representation costs, exclusively.

ARTICLE 5 - MANAGEMENT RIGHTS

The Union and the employees agree that the responsibility and the right to operate and manage the business and the affairs of the Department, the right to select and direct the working forces and the right to control, direct, discontinue and change the use of its properties, equipment, facilities, services and supplies are vested exclusively in the City. These rights include, by way of illustration and without being limited to the right to control, determine and change the manner and the extent to which the properties and facilities under the control or supervision of the City shall be operated, located, increased, decreased or discontinued; to organize the supervisory staff and the employees and to establish, change and discontinue their duties and work area assignments including the right to introduce, operate, change and discontinue experimental and new facilities, methods, operations, programs, processes, services and techniques; to control, determine and change operating, overtime, emergency, experimental, training and working assignments and schedules; to determine, control and change all matters pertaining to financial policies, accounting procedures, public relations and the organization of the management staff and the working force; to select, test, train and determine the ability and the qualifications of the employees; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to determine, control and change the extent of and the methods used in furnishing services to the residents of the City of Holyoke; to employ, assign, lay off, transfer, and promote employees, to discipline, suspend or dismiss employees in the manner provided by law and to limit Union activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the City; to determine, establish and make changes in job descriptions and standards, frequency and standards of inspection, the size of the work force and the number of days and hours in the work day and the work week for some or all of the employees; to establish, distribute, modify and enforce policies, rules and regulations governing employee conduct, the use of facilities, operating procedures and health and safety regulations and to investigate all matters relating to or affecting the operations of the Department, employee conduct and public relations; to control, determine, establish and change facilities and services on the premises under the control or supervision of the City for the use or benefit of

the employees; to control, determine, establish and change standards for leave of absence and to determine, establish and change any form of employee benefits in excess of and in addition to those provided in this Agreement; to determine, change and discontinue operating practices; to maintain discipline and order and to maintain and improve efficiency within its operations and facilities and all other rights pertaining to the operation and management of the business and the affairs of the Department and the establishment and change of conditions of employment not specifically given in this Agreement to the Union or to the employees provided, however, that none of these rights shall be exercised by the City contrary to any specific provision of this Agreement. The failure by the City to exercise any of the rights as provided in this Paragraph shall not be construed as a waiver of these rights. The provisions of this Agreement shall not be construed to constitute a waiver of or any restriction upon the inherent and legal right of the City to control, direct, manage and make changes in the operations and the affairs of the Department. Except when such action by the City is contrary to a specific provision of this Agreement, the exercise by the City of the rights as provided in this Paragraph shall not be subject to the provisions of Article Sixteen.

ARTICLE 6 - CONTINUITY OF OPERATIONS

Section 1. **GENERALLY.** The Union and the employees agree that they will not for any reason, including an alleged prohibited practice, directly or indirectly assist, authorize, cause, condone, encourage, induce, finance, permit, sanction, sponsor, support, threaten or participate in any strike, walkout, sit-down, slowdown, picketing (other than informational), work stoppage, refusal to work, withholding of services or any other direct or indirect interruption of or interference with the operations, services or any of the functions the City or the Department. During the period of negotiations between the Union and the City, including mediation, fact finding and any other statutory impasse procedures, said negotiations shall be conducted without threats of sanctions or strikes by the City or by the Union.

Section 2. **CONSEQUENCES.** No grievance or other dispute shall be taken up for discussion and settlement by the City and the Union until all such violations have been terminated and the breach of any of the provisions of Article Six shall at the option of the City terminate the obligation of the City to arbitrate a dispute underlying the breach. Any employee or employees who engage or participate in any of the prohibited conduct described in Section 1 shall be subject to disciplinary action, including reprimand, suspension and discharge and such action if taken by the City shall not be subject to the provisions of Article Fifteen except as to the question whether the employee or employees who were disciplined or discharged did in fact participate in or encourage or were responsible for the violation of the provisions of Section 1. In addition to any other liability, remedy, or right provided in this Agreement or by applicable law or statute, in the event that any employee or employees engage or participate in any of the prohibited conduct described in Section 1., the Union shall promptly, forthwith and without delay:

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

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

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

Section 3. LEGAL ACTION. In the event that any employee or employees engage or participate in any of the prohibited conduct described in Section 1. A, the City shall have the unqualified right to institute and pursue legal action to enjoin the continuance of said prohibited conduct and for other relief or remedies. The Union agrees that such legal action, if initiated or pursued by the City shall not be deferred to arbitration, 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 under the provisions of this Agreement or under the provisions of law.

ARTICLE 7 - NON-DISCRIMINATION

The City and the Union agree there shall be no unlawful discrimination, unlawful harassment or unlawful retaliation against any employee or application of the provisions of this Agreement on the basis of race, color, religion, national origin, ancestry, sex, gender identity, age, disability, sexual orientation, genetics, pregnancy, pregnancy-related condition, or any other characteristic protected by law. Employees having a complaint of unlawful harassment, unlawful discrimination or unlawful retaliation will follow the Employer's policy regarding the filing or initiation of complaints. All claims of discrimination in violation of this Agreement or of this Section may be subject to the grievance and arbitration procedure (Article 15). Arbitrators shall apply appropriate law in rendering decisions based upon claims of unlawful discrimination, unlawful harassment or unlawful retaliation.

ARTICLE 8 - PROBATIONARY PERIOD

The first six (6) months of actual work by a new employee 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 16.

ARTICLE 9 – HOURS AND OVERTIME

Section 1. WORK WEEK. The work week shall begin on 12:00 a.m. on Sunday and shall end at 11:59 p.m. the following Saturday. The workday shall begin at 12:00 a.m. and shall end at 11:59 p.m. the same day.

Administrative, Professionals, and Kitchen Employees

For administrative and professional employees and kitchen staff including the Nurses, Social Workers, Senior Social Workers, Volunteer Coordinator, Activities Coordinator, Kitchen Helper, Kitchen Assistant, and Kitchen Supervisor, seven (7) consecutive hours of work inclusive of a paid half hour meal period in any one (1) work day shall constitute the normal work day of a full-time employee, and thirty-five (35) hours of work in five (5) normal work days, inclusive of paid meal periods in any one (1) work week as provided in this paragraph, shall constitute the normal work week of a full-time employee.

Transportation Employees

For transportation employees including the Drivers and Program Assistant / Dispatcher, eight (8) consecutive hours of work inclusive of a paid half hour meal period in any one (1) work day shall constitute the normal work day of a full-time employee, and forty (40) hours of work in five (5) normal work days, inclusive of paid meal periods in any one (1) work week as provided in this paragraph, shall constitute the normal work week of a full-time employee.

Notwithstanding the provisions of this section, the City agrees that the employees currently employed as Transportation Employees will continue to work a forty (40) hour work week, inclusive of a half hour paid lunch. Upon vacancy of these positions, new employees will maintain a thirty-five (35) hour work week in accordance with the first paragraph under Administrative, Professionals, and Kitchen Employees.

The hours of work and the provisions for meal periods for the employees of the Department as provided in this Article shall include and apply to other employees of the Department who relieve or substitute for an employee usually assigned to the work described in this article.

Section 2. RIGHTS AND OBLIGATIONS. The daily and weekly working periods described in this article shall not be deemed a guarantee by the City that any particular number of hours of work will be available nor in any way limit or restrict the right of the City to schedule overtime work or to make changes in the starting time or the hours of work. Work schedules for ~~part-time~~ employees shall be determined upon agreement between the Director and Employee. Except when an employee is unable to do so because of a reason satisfactory to their supervisor, an employee shall perform reasonable overtime work as directed.

Section 3. COMPENSATORY TIME. Employees who are authorized by their supervisor to perform work in excess of their normal work week shall elect to receive compensatory time in lieu of pay. Employees who elect to receive compensatory time shall receive the straight time equivalent of time worked in excess of their normal work week as compensatory time off and shall use such time within thirty (30) calendar days of the date accrued. Employees who request to use compensatory time shall notify the Director at least five (5) days in advance.

Section 4. OVERTIME. Employees who are authorized by their supervisor to perform work in excess of forty (40) hours in any normal work week shall receive overtime compensation at a rate of one and one-half (1 ½) times their straight time hourly wage rate. The normal work week shall include personal days and vacation days with five (5) days advance notice to the Director,

Holidays, and other days on which the Senior Center is closed. There shall be no duplication or pyramiding of overtime when such overtime is worked during a period of which an employee receives regular compensation.

Section 5. **LEAVE TIME ACCRUAL.** The City shall provide an accounting of leave time accruals to bargaining unit members on or about January 15, May 15, and September 15 of each year.

ARTICLE 10 – HOLIDAYS

Section 1. **DESIGNATION.** Each regular employee shall receive pay at their normal daily rate, calculated at straight time, for each of the days listed below:

New Year's Day	Independence Day
Martin Luther King, Jr.	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Each paid holiday as provided in this paragraph will be observed on the day prescribed, if any, in applicable Federal or State Statutes. When a paid holiday as provided in this Article falls on Saturday, the preceding Friday will be considered the paid holiday and when such falls on a Sunday, the succeeding Monday will be considered the paid holiday. Holiday pay for part-time employees shall be pro-rated based upon their number of weekly hours regularly worked, divided by five (5).

Section 2. **CONDITIONS.** To be eligible for holiday pay an employee must have worked on their last regularly scheduled work day prior to and his next regularly scheduled working day following such holiday, or was in full pay status on such preceding and following days.

Section 3. **CLOSINGS.** When the Director determines that the Senior Center shall be closed on any particular day, employees shall not be required to report to work and shall receive their regular compensation for that day as scheduled. The discretion to close the Senior Center to business shall remain with the Director and shall not be reflective of the closings of City Hall, City Hall Annex, or the Holyoke Public Schools. It shall be in the discretion of the Director to close the Senior Center on days before or after a scheduled Holiday.

ARTICLE 11 – VACATION LEAVE –

For permanent employees hired prior to September 4, 2014:

Section 1. **CALCULATION.** Each permanent employee covered by this Agreement shall be entitled to a vacation with pay determined by the length of continuous employment by the City in the manner and amount as follows:

Length of Continuous Employment	Amount of Paid Vacation
More than 1 month and less than thirty (30) weeks	1 day per month, up to ten (10) per calendar year
30 weeks or more and less than five (5) years	10 days

Five (5) years or more and less than ten (10) years	15 days
Ten (10) years or more and less than twenty (20) years	20 days
Twenty (20) years or more	25 days

The amount of paid vacation provided to an employee in any calendar year shall be determined by the employee's length of continuous employment on June 1st of the calendar year. For employees who have worked less than thirty (30) weeks as of June 1st of the calendar year, vacation leave shall accrue on the first day of the second month's employment, and on the first of each subsequent month up to ten (10) days per calendar year. For employees who have worked more than thirty (30) weeks as of June 1st of the calendar year, the amount of paid vacation shall accrue on January 1st of said calendar year.

The vacation pay for each eligible employee as provided in this Article shall be computed on the basis of their normal work week at their straight time, hourly wage rate. Part-time permanent employees shall be entitled to the same number of vacation days as full-time permanent employees. The number of hours that constitute a "day" for such part-time employees shall be calculated by dividing the employee's weekly hours by five. Said amount shall then be multiplied by the number of vacation days that the employee is entitled to in order to determine the total number of vacation hours that the part-time employee is entitled to per year. Vacation leave shall not be taken in less than ½ day increments.

Section 2. **SCHEDULING.** The vacation time for each eligible employee shall be determined by mutual agreement between each employee and the Director. Employees are required to notify the Director on a form provided by the Director at least five (5) days in advance of their scheduled vacation time.

Section 3. **CARRY OVER.** Vacation leave shall not be cumulative from one year to another; provided, however, that if the vacation leave of an employee, scheduled to take their vacation in the month immediately preceding the date on which such employee's earned vacation credits are due to expire, is canceled by the department to meet an emergency or to offset a critical shortage of personnel in the department during such month, the amount of such vacation leave may, with the approval of the Director, be added to the amount of vacation leave which such employee shall be eligible to receive in the year immediately following.

Section 4. **BUYBACK UPON SEPARATION.** In the year of separation from employment by dismissal through no fault or delinquency on the part of the employee, or retirement, an employee's vacation leave shall be accrued bi-weekly at the end of each pay period, the amount of which shall be determined by the employee's amount of paid vacation pursuant to this Article, divided by twenty-six (26). Upon separation, the employee shall only be paid for any accrued but unused vacation time in the year of separation, in addition to any accrued but unused time carried over pursuant to Section 3. If an employee has used vacation time in excess of that which is accrued pursuant to this section, the equivalent of such vacation time in the form of straight pay shall be deducted from the employee's final paycheck.

For permanent employees hired after September 4, 2014:

Section 5. **CALCULATION.** Each permanent employee covered by this Agreement shall be

entitled to a vacation with pay accrued based the length of continuous employment as of the Benefit Eligibility Date as follows:

Length of Continuous Service	Amount of Paid Vacation
Less than five (5) years	Ten (10) days
At least five (5) years	Fifteen (15) days
At least ten (10) years	Twenty (20) days
At least twenty (20) years	Twenty-five (25) days

Vacation leave shall be accrued in hours per paid period based upon the number of regular hours worked per week. Part-time permanent employees shall be entitled to the same number of vacation days as full-time permanent employees. The number of hours that constitutes a “day” for such part-time employees shall be calculated by dividing the employee’s weekly hours by five. Said amount shall then be multiplied by the number of vacation days that the employee is entitled to in order to determine the total number of vacation hours that the part-time employee is entitled to per year.

An employee’s benefit eligibility date shall be defined as the date on which a regular employee begins regularly working twenty (20) hours or more per week and is eligible for participation in the City Retirement Plan. In the first year of employment, vacation shall accrue as of the Benefit Eligibility date. A higher accrual rate shall begin with the pay period following the anniversary of the employee’s Benefit Eligibility Date.

Employees shall accrue and receive credit for vacation at the end of each full pay period worked. Vacation leave shall not be taken prior to being accrued.

Section 5. **CARRY OVER.** Unused vacation leave earned during the previous two years can be carried over on the Benefit Eligibility Date, as defined herein, for use during the following year. Accrued vacation leave not used by the Benefit Eligibility Date of the second year after it was earned will be forfeited.

Section 6. **BUYBACK UPON SEPARATION.** Employees who are eligible for vacation and who separate from employment shall be paid any accrued but unused vacation time as of their date of separation.

ARTICLE 12 – SICK LEAVE

Section 1. **USE.** Sick leave with pay shall be available to any regular employee to:

- a) care for the Employee’s child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or
- b) care for the employee’s own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or
- c) attend the employee’s routine medical appointment or a routine medical appointment for the employee’s child, spouse, parent, or parent of spouse.

Notwithstanding the foregoing, sick leave with pay shall not be available to any regular employee in connection with either an occupational injury for which the employee is eligible to receive Workman's Compensation; OR an injury incurred during the courses of gainful employment other than as an employee of the City (inclusive of self-employment).

Section 2. **CALCULATION.** Upon completion of a month's employment, a new regular employee shall be credited with 1¼ days' sick leave with pay for each month worked until the end of the calendar year. On the following January 1 all employees will be credited with 15 days' sick leave with pay. For a part-time employee, the number of hours that constitute a "day" shall be calculated by dividing the employee's weekly hours by five. Said amount shall then be multiplied by 15 to determine the total number of sick leave hours that the part-time employee is entitled to per year.

Section 3. **PROCEDURE** The use of sick leave with pay shall be authorized by the Director and shall be documented on a form provided by the City as soon as possible after the beginning of said illness or the occurrence of said injury. Sick leave with pay shall be taken in no less than two (2) hour increments. Before approving sick leave as provided under this Article, The City may require a physician's certificate to substantiate the need for sick time under this Article for any Employee who has been absent from work for more than two (2) consecutive work days in any single calendar year or who has demonstrated a pattern of leave abuse by the Director.

Section 4. **ABUSE OF SICK LEAVE.** An employee who uses more than three (3) sick days in any month or more than ten (10) sick days in any calendar year may be subject to disciplinary action. Two or more instances of an employee's use of sick leave immediately before or immediately after a holiday or on a Monday or a Friday or immediately before or after scheduled leave, or a pattern of use of sick leave on certain days, shall be considered leave abuse. Either party may at their discretion reopen this agreement for the sole purpose of bargaining the issue of sick leave abuse in accordance with this section.

Section 5. **FMLA.** Sick leave, personal leave, and vacation leave, respectively, shall be used to supplement leave under the Family Medical Leave Act (FMLA).

Section 6. **BUYBACK.** Upon the resignation, retirement, death or layoff due to lack of work and/or lack of funds of any employee, the employer shall pay to such employee, or, if he is deceased, to his spouse, beneficiary or personal representative, in payment for accumulated but unused sick leave then standing to the credit of the employee, an amount which shall be determined by multiplying a fraction, the numerator of which is the number of unused sick days to the member's credit, as provided in this section, on the date of death or retirement of such employee, and the denominator of which will be three for members with five or more years of continuous service and four for members with less than five years but more than one year of continuous service, at the rate in effect at the time of resignation, retirement, death, or layoff due to lack of work, and/or lack of funds, subject to a maximum of \$5,000.00. The provisions of this paragraph shall not be afforded to any employee who is discharged for just cause.

ARTICLE 13 – PERSONAL LEAVE

Each regular employee shall be allowed three (3) paid personal days per calendar year. For a part-time employee, the number of hours that constitute a "day" shall be calculated by dividing the employee's weekly hours by five. Said amount shall then be multiplied by three to determine the total number of personal hours that the part-time employee is entitled to per year. New employees shall receive a pro-rated portion of the three (3) personal days to reflect the amount of time remaining in the calendar year. An employee must request a personal day at least forty-eight (48) hours prior to the day to being taken, from the Director. The Director shall have discretion concerning whether to grant or deny an employee's request to utilize a personal day. Earned but unused personal days shall expire at the end of the calendar year and shall not be carried over or accumulated from year to year.

ARTICLE 14 – BEREAVEMENT LEAVE

In the event of the death of a spouse, parent, grandparent, child, grandchild, sister, brother, mother-in-law, or father-in-law of a regular employee, the employee shall receive a leave of absence for a period not to exceed four working days. In the event of the death of a brother-in-law, sister-in-law, aunt, uncle, first cousin, niece or nephew of an otherwise eligible employee, the employee shall receive a leave of absence of two working days.

ARTICLE 15 – STATUTORY LEAVE

The City agrees to abide by the provisions of the Domestic Violence Leave Act, the Small Necessities Leave Act, and the Parental Leave Act.”

ARTICLE 16 – LONGEVITY

Section 1. **CALCULATION.** In the manner and to the extent provided in this Article, regular full-time employees who have actually worked for the City for the continuous period of time as provided in this paragraph and who are carried on the payroll of the City on their employment anniversary shall receive additional annual compensation for longevity as follows:

Length of Employment on Employment Anniversary	Longevity Pay
Five (5) years but less than ten (10) years	\$500.00
Ten (10) years but less than fifteen (15) years	\$700.00
Fifteen (15) years but less than twenty (20) years	\$775.00
Twenty (20) years but less than twenty-five (25) years	\$950.00
Twenty-five (25) years or more	\$1,100.00

The longevity pay in each calendar year as provided in this article shall be paid to an eligible employee within thirty (30) days following their employment anniversary. Regular part-time employees shall receive a portion of longevity pay based upon the number of years of continuous employment pro-rated to reflect the number of weekly hours worked in comparison to full-time

employment.

ARTICLE 17 – ADJUSTMENT OF GRIEVANCES

Section 1. **GENERALLY.** Pursuant to the policy prescribed in Article One, and in consideration of the provisions of Article Five, the City, the Union, and the employees agree that the exclusive method for the adjustment, processing and settlement of a grievance as defined in this Paragraph is and shall be in accordance with the grievance and arbitration procedure prescribed in this Article. A grievance is defined as a complaint or a dispute between the City and either an employee or the Union pertaining to the application or compliance with the express provisions of this Agreement. The City, the Union, and the employees agree to observe and follow the procedure prescribed in this Article, and, subject to the provisions of Section 4 of this Article, to be bound by any determination or decision which shall be made in accordance with said procedure.

Section 2. **GENERAL REQUIREMENTS.** The grievance shall be in writing and signed by the aggrieved employee on a Form furnished by the Director and delivered to the Office of the Director of the Council on Aging. The written grievance shall state the available facts concerning the alleged dispute, the provisions of this Agreement allegedly violated, and the relief desired by the aggrieved employee. A grievance which is not presented to the office of the Director of the Council on Aging as provided in this Paragraph within fifteen (15) working days after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.

Section 3. **PROCEDURE.** Except as otherwise specifically provided in this Agreement, a grievance as defined in Section 1, and otherwise subject to this Agreement, shall be processed in accordance with the following grievance procedure:

- (a) **STEP NO. 1.** Within fifteen (15) working days after the filing of the written grievance, there shall be a discussion of the grievance between the aggrieved employee and the Director or their designated representative, at which a representative of the Union shall be present. In the event of the absence of the Director, the person designated by him/her shall act in their behalf. Within fifteen (15) working days after the conclusion of the discussion as provided in this STEP NO. 1, the Director or their designated representative as the case may be, shall advise the aggrieved employee and the Union, in writing, of their decision concerning the grievance.
- (b) **STEP NO. 2.** In the event that the disposition of the grievance under STEP NO. 1 is not satisfactory, the aggrieved employee may, within fifteen (15) working days after the date of said decision, file a written appeal to the Office of the City Solicitor requesting that the City Solicitor investigate the grievance. Within fifteen (15) days after the receipt of the written appeal, the grievance shall be discussed among the aggrieved employee, the representative of the Union, and the City Solicitor or their designated representative. Within fifteen (15) working days after the conclusion of this discussion as provided in this STEP NO. 2, the City Solicitor or his/or

designated representative shall advise the aggrieved employee and the Union, in writing, of its decision concerning the grievance. 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 City and the Union, be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article. The City may institute a grievance by an oral or a written notice to the Union. Within fifteen (15) working days after said notice, the grievance shall be discussed by a representative of the Union and the City or their representative, If within fifteen (15) working days after said discussion, the grievance is not settled to the satisfaction of the City, the grievance may be submitted to arbitration as provided in Section 4.

Section 4. **ARBITRATION.** A grievance which is not settled after the completion of the grievance procedure prescribed in Section 1. may be submitted to arbitration in accordance with the following procedure:

- A. The request for arbitration may be made by the Union or by the City by notification, in writing, to the other party within thirty (30) calendar days of the completion of the grievance procedure as provided in Section 3.
- B. Within sixty (60) calendar days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, 133 Federal Street, Boston, MA, 02110-1703, for the appointment of an Arbitrator and a copy of said request shall be simultaneously mailed to the other Party, unless during the said sixty (60) day period, the City 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. 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 they 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 have no jurisdiction to infringe upon or to limit the managerial functions, rights and responsibilities of the Director or the Mayor of the City or to base his 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 fifteen (15) days prior to the filing of the written grievance as provided in Section 2. The Arbitrator shall not be empowered and shall not have jurisdiction to substitute their judgment or discretion for the judgment or discretion of the Director or the City in any case where the judgment or discretion is retained by or given to the City, the Department,

or the Director under a provision of this Agreement or under a provision of law. Subject to the provisions of this Article, the Arbitrator shall have the authority to enjoin violations of this Agreement and to award compensatory and other damages.

- E. The Arbitrator shall mail their written decision simultaneously to the City, to the Union and to the aggrieved employee within fifteen (15) days after the final submission. Subject to the provisions of Section 4, the decision by the Arbitrator shall be final and conclusively binding upon the City, the Union, and the aggrieved employee.

Section 5. **DIRECT ARBITRATION.** By mutual agreement in writing between the City and the Union, a grievance otherwise subject to the grievance procedure as provided in Section 3 and otherwise subject to this Agreement may be directly submitted to arbitration as provided in Section 4.

Section 6. **TIMELINESS.** Except where an extension of time has been sought and obtained, in the event of the failure by the Union, or an aggrieved employee to comply with the time limitations provided in this Article, the grievance shall be deemed waived. A failure to adhere to these time frames by the Employer shall be deemed a denial and allow the Union to advance the matter to the next step. The City, the Union, and the employees agree not to unreasonably withhold assent to the request by one of the other Parties for a reasonable written extension of the time limitations provided in this Article.

Section 7. **BREACH.** The breach of any of the provisions of Article Six shall at the option of the City terminate the obligation of the City to arbitrate a dispute underlying the breach while the breach continues provided, however, that the fact of the occurrence of said breach shall be subject to arbitration as provided in Section 4 above.

Section 8. **ARBITRATION WAIVER.** If a matter is presented to any federal or state labor commission/agency, then the party so presenting waives their right to arbitrate the matter.

ARTICLE 18 – WAGES

Section 1. **COMPENSATION PLAN.** Subject to the provisions of this Agreement, an employee who performs the work in the job titles described shall receive compensation in accordance with the Classification and Compensation Plan attached hereto and incorporated herein as EXHIBIT A. The job titles or the work descriptions named in the Classification and Compensation Plan are for the sole purpose of determining hourly wage rates and nothing in said Articles or in this Agreement shall in any way limit or restrict the right of the City to assign work to the employees or to transfer an employee from one department to another, from one job to another or from one location to another, and shall not operate as a requirement that such positions be staffed.

Section 2. **RATE MATCHING.** Subject to the provisions of this agreement, in the event that a new employee is hired to a position in the Classification and Compensation Plan (Exhibit A) and paid at an hourly rate in excess of an existing employee covered by this agreement in that same

position, the City shall increase the hourly rate of the existing employee to match the hourly rate of the new employee if the existing employee exhibits similar or greater credentials as compared to the new employee, based upon similar education, certifications, and years of experience.

Section 3. COST OF LIVING ADJUSTMENT. The hourly wage rates for employees covered by this agreement shall be adjusted to reflect the following cost of living increases on the dates prescribed:

- a. Effective retroactive to July 1, 2022, \$1.00 per hour increase.
- b. Effective July 1, 2023, \$1.00 per hour increase.

Section 4. PERFORMANCE BASED PAY. All employees covered by this agreement shall be eligible for performance based pay in accordance with an annual performance based evaluation system created and implemented by the Mayor. The authority to award performance based pay shall be in the discretion of the Mayor.

ARTICLE 19 – MISCELLANEOUS

Section 1. LICENSE RENEWALS AND CERTIFICATIONS. The City agrees to appropriate sufficient funds to pay the cost of licensing renewals and continuing education, malpractice insurance and certifications for employees who have satisfied their probationary period addressed in Article 8. Such funding shall be applied to:

- Nurses Bi-Annual License Renewal Fees
- Nurses Bi-Annual Continuing Education Units to meet renewal requirements
- Nurses Malpractice Insurance
- Social Workers Bi-Annual Licensing Renewal Fees
- Social Worker's Continuing Education Units to meet renewal requirements
- Kitchen Staff ServSafe Certifications
- CPR Certifications
- Wellness Instructor's Continuing Education Units to meet renewal requirements

All invoices for license renewals, certifications, insurance and continuing education units shall be promptly submitted to the Director within ten (10) days of receipt and shall be paid by the City thereafter. At no point in time may an employee request payment for an invoice for continuing education units that exceed the number of units required for license renewal, except with prior authorization from the Director. The City and its Director shall not be liable for payment of invoices, including fees, fines, claims, damages, or judgments resulting from gross negligence, malfeasance, or misconduct by the employee regarding their licensure or certifications.

Section 2. MCOA CERTIFICATIONS. The City agrees to allocate funds for certification or re-certification by the Massachusetts Association of Councils on Aging (MCOA). The Director

shall have the discretion to determine which employees shall receive funds for certification or recertification in any fiscal year.

Section 3. CLOTHING. The City agrees to provide Kitchen staff, including the Kitchen Supervisor, Kitchen Assistants, and Kitchen Helpers, with aprons for use during working hours. The Kitchen Staff shall be entitled to submit receipts for the purchase of shoes and work clothing to the Director for reimbursement, not to exceed \$150.00 in any fiscal year. Part-time kitchen staff shall be entitled to reimbursement in the same manner.

- a) Full-time Drivers shall be entitled to submit receipts for the purchase of outside apparel, including but not limited to rain gear and winter gear, to the Director for reimbursement, not to exceed \$150.00 in any fiscal year. The City agrees to provide Social Workers and Nurses with hazmat clothing, including but not limited to shoe covers, masks, gloves, and body suits.
- b) To project a professional image of the City of Holyoke, all employees must dress in an appropriate, respectful manner consistent with their work environment. Employees shall refrain from wearing offensive, profane or substantially disruptive clothing. Employees must also maintain a neat, well-groomed appearance at all times. Department Heads shall have discretion as to the proper level of professional attire required of their employees and may allow, at their discretion, business casual attire on Fridays.
- c) Employees who are required to wear uniforms, safety equipment, or other special attire are required to report to work dressed appropriately at all times, unless otherwise authorized, and to use the personal protective equipment provided.

Section 4. STANDARDS OF CONDUCT AND DISCIPLINE POLICY. Employees who have completed their probationary period shall not be disciplined without just cause. Disciplinary steps may include verbal warning, written warning, suspension, demotion, and/or termination, as applicable, and based upon the particular facts.

Section 5. SUSPICION-BASED DRUG & ALCOHOL TESTING. Reasonable suspicion testing shall be administered when the Employer observes conduct indicating that an employee is under the influence of drugs or alcohol, or the Employer has reason to believe that an employee is in violation of this policy. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Objective factors to be considered in evaluating an employee include, but are not limited to, the following:

- a. Balance (sure/unsure/questionable);
- b. Walking (steady/unsteady/questionable);
- c. Speech (clear/slurred/questionable);

- d. Attitude (cooperative/uncooperative/questionable);
- e. Eyes (clear/bloodshot/questionable);
- f. Odor of alcohol (none/strong/questionable); and
- g. Driving behavior

- A. **Testing.** All testing by the City shall be conducted by the Occupational Health Service of Holyoke Medical Center and shall be paid for by the City. Upon receipt by the City, a copy of the test results shall be given to the employee and the designated Union President or local representative.
- B. **Admission of Dependency.** When alcohol dependency exists the City and Union encourage bargaining unit members to admit to the Director that the member has an alcohol dependency. Such admissions shall be treated as a confidential request for help. Alcohol dependency presently is recognized as a handicap under G.L. c. 151B, s. 4 (16). The City agrees to make reasonable accommodation for the member that does not cause undue hardship for the City, to assist members in performing the essential functions of their job. The Union agrees that a member cannot adequately perform the essential functions of their job while under the influence of alcohol.
- C. **Transportation Employees.** The City reserves the right to promptly direct any Driver involved in a motor vehicle accident during the course of employment to submit to a mandatory drug and alcohol test, unless bodily injury or medical treatment resulting from such accident necessitates otherwise.
- D. **Counseling.** As an accommodation to members the City hereby agrees to provide members with the counseling benefits of the EAP and Project Concern.

Section 6. **INSPECTION OF EMPLOYEE RECORDS.** The City agrees that all records relevant to the processing of a grievance shall be available to the designated Union Representative. Employees shall have the right to examine their own personnel files, by appointment. Only the Personnel Department, Director for the Council on Aging and the designated Union Representative shall have access to other employee's personnel files, the examination of which is not then otherwise restricted by law.

Section 7. **EMPLOYER POLICIES.** The City retains the right to promulgate and to enforce written rules and regulations that do not conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of the City's operations and after having given advance notice thereof to the Union and the employees. It is recognized that the Union reserves the right in the initial grievance filed subsequent to the enforcement of any newly adopted rule or regulation to challenge its reasonableness.

Section 8. **NO INDIVIDUAL AGREEMENT.** The City agrees that it will not enter into any individual agreement with any employee covered by this Agreement, which is contrary to the terms of this Agreement. This Labor Agreement may not be waived or modified in any way except by written agreement of the City and the Union.

Section 9. **INTERPRETATION OF AGREEMENT.** The only persons qualified to interpret this Agreement on behalf of the Union shall be an Officer or Business Representative of the Union or the Mayor, City Solicitor, the Director or their designee.

Section 10. **SEPARABILITY.** Should any part hereof or any provision herein be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decisions. In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE 20 – SCOPE OF AGREEMENT

Section 1. **GENERALLY.** The Union and the employees and the City acknowledge and agree that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union and to the employees and to the City pertaining to salaries, wages, hours and conditions of employment have been discussed and that the understandings and agreements among the Parties concluded during the course of the negotiations are fully stated in this Agreement. All such matters are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Union nor the City shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining thereto, 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 16. 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.

Section 2. **EFFECT OF PROVISIONS.** Except as otherwise specifically provided, the provisions of this Agreement shall apply only to employees who are actually working and in the active employ of the Council on Aging on and after the date of the execution of this Agreement. By mutual agreement in writing between the City and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations. The failure by the City or the Union in one (1) or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

ARTICLE 21 – DURATION

DURATION. Subject to an appropriation by the City Council of the City of Holyoke, as provided for in Section 7(b) of Chapter 150B, the provisions of this Agreement shall take effect on July 1, 2022, pending ratification of its provisions by the Union, and shall continue in full force and effect until and including June 30, 2024.

IN WITNESS WHEREOF, the City of Holyoke has caused this Agreement to be executed in its behalf by Josh Garcia, its duly elected Mayor, and caused this Agreement to be executed in its behalf by UFCW Local 1459 Representative Jeffrey W. Jones, duly authorized, at Holyoke, Massachusetts on this 19th day of December, 2022.

CITY OF HOLYOKE

Josh Garcia, Mayor

UNION

Jeffrey W. Jones, President

DIRECTOR OF COUNCIL ON AGING

Navae Fenwick Rodriguez

Appendix A

CLASSIFICATION & COMPENSATION PLAN

Council on Aging

July 1, 2022

	Min	Mid	Max
GRADE 1	\$13.55	\$16.59	\$19.63
Driver Kitchen Helper			
GRADE 2	\$14.82	\$17.99	\$21.13
Kitchen Assistant			
GRADE 3	\$16.23	\$19.50	\$22.78
GRADE 4	\$17.72	\$21.32	\$24.92
Activities Coordinator Program Assistant / Dispatcher Kitchen Supervisor Volunteer Coordinator			
GRADE 5	\$19.39	\$23.34	\$27.30
Social Worker			
GRADE 6	\$21.24	\$25.58	\$29.92
Senior Social Worker			
GRADE 7	\$23.26	\$26.89	\$30.50
Nurse			

July 1, 2023
CLASSIFICATION & COMPENSATION PLAN
Council on Aging

	Min	Mid	Max
GRADE 1	\$14.55	\$17.59	\$20.63
Driver Kitchen Helper			
GRADE 2	\$15.82	\$18.99	\$22.13
Kitchen Assistant			
GRADE 3	\$17.23	\$20.50	\$23.78
GRADE 4	\$18.72	\$22.32	\$25.92
Activities Coordinator Program Assistant / Dispatcher Kitchen Supervisor Volunteer Coordinator			
GRADE 5	\$20.39	\$24.34	\$28.30
Social Worker			
GRADE 6	\$22.24	\$26.58	\$30.92
Senior Social Worker			
GRADE 7	\$24.26	\$27.89	\$31.50
Nurse			