

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF HOLYOKE
AND N.A.G.E., R1-180, CLERICAL UNION

The City of Holyoke (hereinafter "City") and N.A.G.E., R1-180, Clerical Union, (hereinafter "Union") hereby agree to the following terms, conditions, and understandings:

1. The City and Union are parties to a collective bargaining agreement.
2. The Union filed a grievance regarding the police records clerks being moved to a 4 and 2 schedule.
3. The parties met on August 30, 2022 to discuss said grievance.
4. The City and Union agree that the terms of this Agreement completely resolve all issues raised in said grievance. Therefore, the Union agrees to withdraw the grievance and to refrain from filing any further action regarding the matters raised therein.
5. Article Two – Union Recognition: In Section 2.1, add "Police Principal Clerks" and "Police Bookkeeper" to Unit No. 3.
6. Article Seven – Hours and Overtime: Under Unit No. 3, revise the language to read as follows: "See Articles 2.1, 18, and 19."
7. Insert the following as a new Article 19 to be titled "Police Principal Clerks and Police Bookkeeper" and renumber the remaining article:

20.1 Except where specified in Article 19, all Police Principal Clerks and Police Bookkeeper shall receive all other benefits provided in this Contract. This Article applies solely to Unit 3 employees in the Holyoke Police Department. The provisions of this Article shall supersede any inconsistent provisions in the Contract.

20.2 Hours of Work – Full-time Police Principal Clerks and the full-time Bookkeeper shall work a schedule consisting of four (4) days on and two (2) days off. Shifts shall consist of eight (8) hours, exclusive of an established meal period.

The Chief may change the schedule of days off duty for those employees whose assignments the Chief deems would not be feasible for said employees to work on the rotating schedule as provided in this Section.

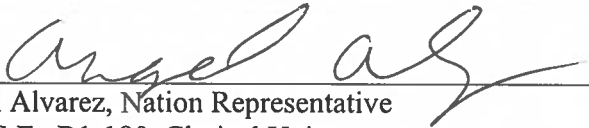
20.3 Meal Breaks – Meal breaks shall be one-half (1/2) hour and shall be taken in the station in designated areas.

All Police Principal Clerks and the Police Bookkeeper shall be available to perform duties in emergency situations. The timing of meal breaks shall be subject to the supervisor's approval, shall not be unreasonably withheld, and shall not take place within two (2) hours of schedule start or end of shift.

20.4 City Hall Closure – All Police Principal Clerks and the Police Bookkeeper shall not be subject to the provisions of Article 14.12 of the Contract concerning the closure of City Hall in an emergency.

20.5 Holiday Bonus – The City agrees that Police Principal Clerks and the Police Bookkeeper on regular schedule duty for the following holidays shall be entitled to additional compensation of one hundred dollars (\$100) per holiday. The following days shall be considered the five (5) bonus holidays: New Year’s Day, Labor Day, Memorial Day, Thanksgiving Day, and Independence Day. Note: This provision only shall be retroactive to January 26, 2022.

8. The Police Principal Clerks shall be placed at Grade S-11 effective upon ratification of this Understanding by both parties.
9. The Police Bookkeeper shall remain at Grade S-38.
10. There are no other understandings, either verbal or written, between the parties regarding the subject matter of this Understanding.
11. This Understanding is not precedent setting for any same or similar circumstance in the future.



Angel Alvarez, Nation Representative
N.A.G.E., R1-180, Clerical Union

Dated: 8/30/2022

Joshua Garcia, Mayor
City of Holyoke

Dated: _____