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**LOCAL 1459**

**AGREEMENT**

**BETWEEN**

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

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL 1459**

**JULY 1, 2022 - JUNE 30, 2025**

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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, AFL-CIO, 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. The Board of Public Works and Department of Public Works of the City of Holyoke will be designated and referred to as the Board and the Department, respectively.

### 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 facilities operated and the services provided by the City, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the City, the Union, and the employees, to provide procedure in the manner and to the extent provided in this Agreement for the prompt, professional 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 promote the employer and employee's recognition of mutual dignity and respect for one another, to provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure the continuity of the operations, facilities and services under the jurisdiction of the City.

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 materials, tools, equipment and other property, aiding and encouraging reliable attendance and in complying with the policies, procedures, regulations and standards prescribed by the City.

Section 3. **CITY'S AGENT.** Except when the Union is notified otherwise, in writing, the City designates the General Superintendent of Public Works as the Agent of the City with respect to all matters pertaining to the administration of the provision of this Agreement.

### ARTICLE 2 - UNION RECOGNITION

Section 1. **EMPLOYEES COVERED.** Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 31 and of Chapter 149 of the General Laws of The Commonwealth of Massachusetts, the City, during the terms of and to the extent provided in this Agreement recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment for all employees

employed by the City in the bargaining unit consisting of all the former Parks and Recreation non-supervisory, managerial or confidential employees and permanent and temporary employees in its Department of Public Works excluding the Members of the Board, the Office Manager, Administrative Employees, Office and Clerical Employees, Emergency Employees, the General Superintendent of Public Works, Assistant Superintendent of Public Works, the Supervisor of Waste Disposal and Sewage Treatment, the Superintendent of Outdoor Work, the Supervisor of Public Buildings, the City Forester, Foremen, and all other employees of the City of Holyoke.

### ARTICLE 3 - USE OF NON-UNION DEPARTMENT PERSONNEL.

Section 1. 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, except Foremen or Professional Engineers or Professional Technicians employed by the Board or engaged professionally and the members of their respective staffs from performing for or on behalf of the City or the Board of Public Works, such work incidental to their normal functions and responsibilities as they consider necessary or advisable.

Section 2. **FOREMEN.** Foremen shall not perform full-time work normally performed by employees in the bargaining unit except under the following circumstances:

1. Emergencies
2. Unusual absence of employees
3. Unusual or unexpected service requirements
4. Training

### ARTICLE 4 - UNION STEWARDS

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

Section 2. **PROCEDURE.** The Board 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 Board. The Union Stewards shall be allowed one (1) day off with pay per calendar year to attend the Local Union's Annual Stewards Seminar.

### ARTICLE 5 - UNION MEMBERS AND PAYROLL DEDUCTION

Section 1. The City agrees to deduct initiation fees, and regular dues, 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.

## ARTICLE 6 - 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 or of the Board shall be operated, located, increased, decreased or discontinued; to organize the supervisory staff and the employees and to establish, change and discontinue their duties and work area assignments including the right to introduce, operate, change and discontinue experimental and new facilities, methods, operations, programs, processes, services and techniques; to control, determine and change operating, overtime, emergency, experimental, training and working assignments and schedules; to determine, control and change all matters pertaining to financial policies, accounting procedures, public relations and the organization of the management staff and the working force; to select, test, train and determine the ability and the qualifications of the employees; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to determine, control and change the extent of and the methods used in furnishing services to the residents of the City of Holyoke; to employ, assign, lay off, transfer, 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.

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 and of the Board to control, direct, manage and make changes in the operations and the affairs of the Department. Except when such action by the City or by the Board is contrary to a specific provision of this Agreement, the exercise by the City or by the Board of the rights as provided in this Paragraph shall not be subject to the provisions of Article Sixteen.

## ARTICLE 7 - 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 of the Board, the City or the Department. During the period of negotiations between the Union and the City, including mediation, fact finding and any other statutory impasse procedures, said negotiations shall be conducted without threats of sanctions or strikes by the City or by the Union.

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 Seven 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 Sixteen 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 or the Board shall have the unqualified right to institute and pursue legal action to enjoin the continuance of said prohibited conduct and for other relief or remedies. The Union agrees that such legal action, if initiated or pursued by the City or by the Board shall not 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 or to the Board under the provisions of this Agreement or under the provisions of law.

## ARTICLE 8 - NON-DISCRIMINATION

The Board 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, pregnancy, pregnancy-related condition, age disability, sexual orientation, genetics, 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 9 - PROBATIONARY PERIOD

The first six (6) months of actual work by a new employee taken off a permanent Civil Service List 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 Sixteen. After six (6) months, if the employee's performance has been satisfactory to the Board, the Board shall immediately take steps to have said employee made permanent by Civil Service.

## ARTICLE 10 - HOURS AND OVERTIME

**Section 1. WORK WEEK.** For payroll purposes only, the work week shall begin at 4:00 p.m. on Friday and shall end at 4:00 p.m. the following Friday. The workday shall begin at 12:00 a.m. and end at 11:59 p.m. The regular work day for full-time employees is eight (8) consecutive hours per day, forty (40) hours per week inclusive of a meal period. The regular work week shall consist of five (5) days Monday through Friday, except for employees on rotating shifts and employees in departmental schedules which differ from standard Monday through Friday type schedule. Employees whose work shift is from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shall include a thirty (30) minute "spot lunch" meal period. Said meal period shall be taken at a time convenient to the supervisor and shall be approximately thirty (30) minutes in length. The hours of work and the provisions for a meal period 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 unusually assigned to the work described in this Article. Trash and recycling vehicles will not leave the DPW until 7:15 a.m. Employees will conduct a daily vehicle safety check, including but not limited to ensuring that all required equipment is in the vehicle, from 7:00 a.m. until 7:15 a.m. A flashlight and/or adequate lighting will be provided for said purpose.

**Section 2. RIGHTS AND OBLIGATIONS.** The reference in this Article to a normal work week of forty (40) hours shall be deemed to be a guarantee by the City that said number of hours will not be reduced. Neither this nor any other language in this Article in any way limits or restricts the right of the Board or the Department to lay off employees, or to schedule overtime work, or to make changes in the starting time or the hours of work. Except when an employee is unable to do so because of a reason satisfactory to the Superintendent, an employee shall perform holiday work and reasonable overtime work as directed.

**Section 3. OVERTIME.** Except as otherwise specifically provided in this Paragraph and in this article, one and one-half (1-1/2) times the straight time hourly wage rate shall be paid for all work scheduled by the Board and performed by an employee:

- (a) In excess of eight (8) consecutive hours in one (1) work day;
- (b) On Sunday and on the Holidays named in ARTICLE ELEVEN and which shall be in addition to the Holiday pay as provided in ARTICLE ELEVEN;
- (c) In excess of forty (40) hours in any work week; and
- (d) On Saturday for an employee who works on the preceding Friday and on the following Monday, except when the failure to work on one (1) or both of said days is because of a reason satisfactory to the Superintendent.

Overtime computed and paid on a daily basis shall not be duplicated on a weekly basis. There shall be no duplication or pyramiding of overtime and/or other premium forms of compensation and when any particular work is subject to or fails within two (2) or more overtime or other premium classifications, either under this Agreement or under an effective law, only the highest applicable single overtime or other premium wage rates shall be paid.

**Section 4. ASSIGNMENT.**

A. No. Employee shall work overtime without the prior approval of his/her supervisor.

B. Scheduled overtime shall be on a voluntary basis first. The scheduled overtime shall be posted by classification. Shifts will be awarded on a rotating basis to the most senior employee in the classification provided the employee has the ability and qualifications to perform the work needed.

C. Employees shall not lose their turn in the rotation. When an Employee refuses overtime, it shall be counted as time worked for the purposes of determining the employees status in the rotation.

D. If there are not enough volunteers, the Employer will fill in the shifts in the schedule starting with the least senior employee within the classification.

E. Refusal to work overtime due to illness may require a doctor's note upon request by the Employer. Childcare commitments or other justifiable reasons will not be unreasonably denied by the Employer.

F. If unscheduled overtime work needs to be filled on that day, such hours shall first be offered by seniority to those employees working in the job classification on that day.

G. No employee shall be compelled to work more than 16 consecutive hours except by mutual agreement between the employee and their supervisor.

H. No split shifts will be permitted, except with the agreement of the employee affected.

I. Employees reporting to assigned overtime work who have not previously been notified not to report to work shall receive payment for those hours in accordance with Article 10, Section 4 of this Agreement.

**Section 5. CALL-IN-PAY.** Except as otherwise specifically provided in this Article, an employee especially called in to work outside of his/her regularly scheduled work shift shall be paid for the work performed at one and one-half (1-1/2) times his/her straight time hourly wage rate subject to a minimum based on four (4) hours at his/her straight time wage rate. All call-ins during a single twenty-four (24) hour period shall be considered as a single call-in. An employee who reports for work as provided in this Paragraph shall perform the work assigned to him/her by the Board from the obligations as provided in this Paragraph.

**Section 6. STAND-BY PAY.** If in the discretion of the Board or General Superintendent, it becomes necessary to have an employee, or employees, available for immediate service upon call, then any employee so designated shall be paid at a rate of one (1) hour's pay for each shift during which time said employee is on stand-by status, but is not called in for service. For the purposes of Snow Removal, the General Superintendent will assign a First Response Team for snow removal, each of whom will receive compensation per this section while in that assignment. If called in for service, the employee shall be compensated per Section 5 of this Article. An employee on stand-by service who fails to respond to a call for service shall lose the one (1) hour stand-by pay for that day, and may be subject to further disciplinary action. Stand-by duties shall be performed during non-regular business hours. The stand-by shift begins Friday at the end of the regular shift and ends on the following Friday at the beginning of the regular shift.

**Section 7. SUNDAYS AND HOLIDAYS.** An employee called in to work outside of his/her regularly scheduled work week on a Sunday or holiday, who works in excess of eight (8) consecutive hours shall be paid at two (2) times his/her straight rate of pay for time worked in excess of such eight (8) consecutive hours.

**Section 8.** Should the Employer create a new work week or hours of work (i.e. part-time, per diem or casual employee) it shall negotiate with the union with respect to wages, hours and conditions of said employees.

## ARTICLE 11 - HOLIDAYS

Section 1. **DESIGNATION.** An eligible employee shall receive eight (8) hours of pay at this straight time wage rate for each of the days listed below:

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

Section 2. **CONDITIONS.** To be eligible for holiday pay an employee must have worked more than (4) hours on the workday before and the workday after the holiday, unless the failure to work during the day before and the day after said holiday or due to a bona fide illness or injury requiring confinement at home or in a hospital, or a medical treatment by a licensed physician or because of a reason satisfactory to the City. The Board may require a certificate by the attending physician of said illness or injury. An employee who is requested to work on any of the named holidays who refuses, shall not be entitled to receive holiday pay as provided in this Article unless he/she produces reasons for not so working which are satisfactory to the Board.

Section 3. **CITY HALL CLOSINGS.** When the Mayor closes City Hall offices for business, on days other than those recognized as holidays in this Article, and the General Superintendent requires essential personnel to report for service, those employees will receive compensation for the hours served per ARTICLE TEN, Hours and Overtime, Section 4. No employee on vacation, sick leave or taking a personal day or day off shall be entitled to any additional compensation pursuant to this paragraph.

## ARTICLE 12 - ANNUAL LEAVE

In the manner and to the extent provided in this Article, each eligible employee covered by this Agreement and upon completion of their probationary period will be eligible during each fiscal year for paid time off on the following basis and upon the following conditions.

### Section 1. **ELIGIBILITY.**

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

Length of Continuous Employment

Less than five (5) years

Five (5) years

Ten (10) years

Twenty (20) years

Amount of Paid Annual Leave

Twenty Seven (27) Days

Thirty-Two (32) days

Thirty Seven (37) Days

Forty-Two (42) Days

The amount of paid annual leave in any calendar year for an employee who has worked for the Board for less than one (1) year shall be determined by the length of his/her continuous work in the employ of the Board on the first day of June in that calendar year. The amount of paid annual leave in any calendar year for an employee who has worked for the Board for one (1) year or more shall be determined by the length of his/her continuous employment on his/her employment anniversary. After their six (6) month probationary period, new employees shall receive a pro-rated portion of paid annual leave for the remainder of the fiscal year.

Section 2. **COMPUTATION.** The annual leave pay for each eligible employee as provided in Section 1. shall be computed on the basis of his/her normal work week at his/her straight time hourly wage rate or weekly salary for the last pay period in which he/she worked a full normal work week immediately preceding the beginning of his/her leave period. The annual leave with pay for an eligible full time permanent employee as provided in Section 1. shall apply only to each full time permanent employee who during the fifty-two (52) week period immediately preceding his/her annual leave eligibility date has actually worked for not less than thirty (30) full weeks, and employee is actually working in the employ of the Board on his/her annual leave eligibility date at the beginning of said fifty-two (52) week period.

Section 3. **SCHEDULING.** Public necessity requires that manpower be available to handle the variations in workload caused by seasonal and other factors. The annual leave period for each eligible employee shall be determined by mutual agreement between each employee and his/her Supervisor.

Section 4. **SCHEDULED AND UNSCHEDULED ANNUAL LEAVE.** An Employee's use of annual leave days is to be scheduled by the General Superintendent or the Superintendent's designee based on the Superintendent's sole discretion; however, every reasonable effort shall be made to schedule annual leave days in line with the employee's desire. Request for leave consisting of a one or two day leave period must be made at least 48 hours in advance of when the annual leave is to be utilized. Requests for periods of leave consisting of three (3) or more days must be made at least (5) days in advance of which annual leave is to be utilized. Such advance requested and approved annual leave shall be referred to as "scheduled annual leave." Other absences even if compensated with eligible annual leave shall be referred to as "unscheduled annual leave."

Annual leave days requests shall be approved on a first come first serve basis unless two (2) or more requests are submitted at the same time, same week, in which case they shall be approved based on seniority. Annual leave days requests will be approved or denied within a forty-eight (48) hour period excluding Saturday and Sunday, legal holidays and City closings.

An otherwise unscheduled annual leave day will be excused and not considered as unscheduled annual leave if the employee's absence:

1. was not and could not have been anticipated; and,
2. was due to the employee having:
  - a. a documented personal emergency; or
  - b. unplanned medical treatment of a serious nature; and
3. Such emergency or treatment required the employee to:
  - a. Be present at the location of a personal emergency at the time when the employee had been scheduled to work; or
  - b. receive immediate medical care at a health care facility or from medical personnel at the time when the employee had been scheduled to work.

Required documentation must provide evidence of the criteria listed above, but does not have to include private medical information or details of an intimate nature.

Section 5. Employees may only take up to ten (10) consecutive work days of annual leave at any one time.

Section 6. **UNUSED ANNUAL LEAVE.** Should an employee not use all annual leave to which the employee is entitled in a fiscal year, up to ten (10) days of the amount of annual leave entitlement remaining at end of the fiscal year shall be paid in the last pay period for the fiscal year in which the annual leave was granted to the employee at the employee's wage rate existing at that time. Unused annual leave may not be accrued or carried over for use in another fiscal year

Section 7. **LEAVE ABUSE.** The employer will discipline for leave abuse for just cause. An employee who uses more than seven (7) days of unscheduled annual leave is subject to disciplinary action. It is understood between the parties that the limit of seven (7) unscheduled days does not reduce or diminish the City's authority to discipline a bargaining unit member for leave abuse. Employees who demonstrate a pattern of unscheduled leave (e.g., multiple absences immediately prior to or following weekends and the day after payday or holidays) shall be considered leave abuse.

Section 8. **ACCUMULATION AND BUY-BACK.**

Upon retirement or death, an employee who upon execution of the July 2007 Agreement had accumulated unused sick leave and had elected to retain that unused sick leave shall or his/her estate shall receive one (1) day's pay at his/her rate at that time for every four days (4) days of accumulated unused sick leave to a maximum of one hundred eighty (180) days but not to exceed two thousand dollars (\$2,000).

Upon resignation or termination, an employee who had been actively at work, as this phrase is defined in Section 4. of this Article, shall be paid a pro rata share, as described in Section 4. of this Article, of annual leave up to a maximum of ten days. Upon retirement or death, an employee or the beneficiary of the employee shall be paid the unused annual leave to which the employee was entitled in the fiscal year of the employee's retirement or death.

Section 9. **INJURY ON DUTY.** In the event an employee receives an injury which incapacitates him/her from the performance of his/her normal duties, which injury is incurred in the course of his/her employment, said employee shall follow the procedure set out below.

- A. As soon as possible after the occurrence, the employee shall present him/herself at the Office of the Board of Public Works physician, if the injury occurs between 8:00 am. and 10:00 p.m. outside these hours, the employee shall report to the emergency room of Holyoke Hospital or Providence Hospital.
- B. At the request of the Superintendent, the employee will present him/herself to a physician as directed by the Superintendent for such medical examinations as may be required to evaluate his/her condition so long as it continues.

Section 10. **HALF DAYS — PARTIAL DAY ABSENCES.**

An employee shall be allowed no more than six (6) partial unscheduled annual leave days in any fiscal year. Employees who use unscheduled partial day absences of less than a day will have the partial day proportionately applied to the seven (7) unscheduled day limit. A use of more than six (6) unscheduled partial days in that period will be charged as a full day absences. Employees who use more than six (6) partial unscheduled days may be subject to disciplinary action.

In the event that any employee becomes ill during his/her work shift, he/she will be granted annual leave for the balance of the working day only after reporting same, in person, to his/her immediate supervisor. Telephone calls or other means of notification, whether during the lunch hour or at any other point during a scheduled work period will not be accepted as the basis for sick leave authorization of compensation.

Section 11. **WORKERS' COMPENSATION.** An employee suffering personal injury, and applying for workers compensation shall be eligible to use annual leave while the workers compensation claim is being processed. If the workers compensation claim is accepted by the city, the employee shall become eligible to buy back the annual leave used, at the election of the employee, at the dollar amount paid them while they were out on annual leave.

Section 12. **LIGHT DUTY.** The board may provide light duty work where appropriate, to an employee who has sustained a work related injury or illness and who is unable to resume regular work, but may work under limitations and restrictions without threat of further risk to their health or the health of fellow workers and imposed by the Board's designated licensed physician, as follows:

- A. Immediately following any treatment for a work related injury or illness, the employee shall provide to the General Superintendent, or his/her designee a medical release form stating his/her return to work status, including any work limitations or restrictions.
- B. Light duty may be provided by the General Superintendent, when available and which accommodates such limitations or restrictions such as: by temporary changing specific tasks of his/her current job; by reducing his/her work hours; and/or by adding suitable duties from another position.

- C. Such light duty, when available, may be granted up to a maximum term of thirty (30) days, and will be reviewed by the treating physician and the General Superintendent, or his/her designee, on a bi-weekly basis for possible reassignment to regular duty.
- D. In any case, before an employee may resume regular duty, he/she must provide to the Board, a medical release indicating the employee's fitness for full duty.
- E. Relocation to another job or other temporary work for a suitable light duty assignment shall be arranged, where feasible and necessary, only by the General Superintendent.
- F. A light duty assignment must receive prior approval from the General Superintendent. Any changes in a light duty assignment must be approved in advance by the Board's designated physician and the General Superintendent. Light duty may carry the pre-injury/illness rate of pay, or at the discretion of the General Superintendent, a job specific rate of pay.

## ARTICLE 13 - FUNERAL AND BEREAVEMENT LEAVE

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

Section 2. Subject to all the provisions of this Article, in the event of the death of the brother-in-law, sister-in-law, aunt, uncle, first cousin, niece or nephew of an otherwise eligible employee, the employee shall receive a leave of absence of two (2) days.

## ARTICLE 14 – LONGEVITY

In the manner and to the extent provided in this Article, each employee who has actually worked for the City for the length of service as provided in G.L. c. 31, § 33, Computation of Seniority of Service, and who is actually working for the Department on his/her employment anniversary shall receive annual longevity pay in accordance with the following schedule:

### EFFECTIVE JULY 1, 2022

Five (5) years and less than ten (10)	\$650.00
Ten (10) years and less than fifteen (15)	\$850.00
Fifteen (15) years and less than twenty (20)	\$925.00
Twenty (20) years and less than twenty-five (25)	\$1,100.00
Twenty-five (25) years or more	\$1,250.00

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

## ARTICLE 15 -ADDITIONAL EMPLOYEE RESPONSIBILITIES

Section 1. **REPORTING ADDRESS.** Each employee whether actually working or on a leave of absence shall keep the Board advised on a Form furnished by the Board of his/her correct address and telephone number, if he/she has a telephone or has the use of a telephone. The mailing of a notice to the address furnished to the Board by an employee as provided in this Paragraph shall be deemed to be compliance by the Board with any provision of this Agreement which requires notice to an employee.

Section 2. **MEDICAL EXAMS.** Each employee shall comply with the present or future procedures prescribed by a Government Agency or by the Board, requiring physical or other examinations. When required by the Board, the examiner or the physician shall be selected by the Board and the Board shall pay the professional fee for such required examinations.

### Section 3. **TARDINESS AND ABSENTEEISM.**

- A. The Union and the employees recognize the necessity that employees report for work regularly and on time and that absenteeism and tardiness seriously and adversely affect the operation of the Department and its ability to provide adequate and dependable service to the residents of the City.
- B. An employee who is not able to report for work at his/her scheduled or assigned starting time on a day on which he/she is scheduled or assigned to work shall notify the Department no sooner than 12:01A.M. on the day of their assigned shift and not less than ten (10) minutes prior to his/her scheduled or assigned starting time for that day.
- C. In the event of continued tardiness, absenteeism or the failure by an employee to comply with the provisions of this Paragraph, the Department may invoke disciplinary action, including reprimand, suspension or discharge. In addition to other action by the Department, an employee who fails to comply with the provisions of this Paragraph shall not be eligible for the benefits of annual leave for any period of absence which is not reported in accordance with the notice requirements of this Paragraph. Tardiness or absenteeism shall be deemed to be of serious importance in considering the matter of discipline or discharge.
- D. An employee who is tardy in reporting for work shall have their pay docked in fifteen (15) minute increments, rounding down for arrivals within the first (8) minutes of any increment, and rounding up for arrivals within the last seven (7) minutes. Any employee who falls subject to this provision shall be required to remain at the City Yard (or his/her usual place of employment) until such time as his/her actual paid work for a given day commences, at which time he/she shall begin his/her assigned work.



Section 4. **DRUG AND ALCOHOL POLICY.** Each member of the bargaining unit agrees to adhere to the Department of Public Works Drug and Alcohol Policy Manual. The Parties agree that during the period of this contract, negotiations may be reopened at either party's request with respect to drug and alcohol testing only. Effective June 1, 2017, all prior positive tests shall be considered inactive and cannot be used in any disciplinary proceedings.

## ARTICLE 16 - ADJUSTMENT OF GRIEVANCES

Section 1. **GENERALLY.** Pursuant to the policy prescribed in Article One, and in consideration of the provisions of Article Six, 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**

A. **ORAL PRESENTATION OF GRIEVANCE.** In the event a problem should arise, the employee or Steward shall take up the problem with his/her immediate Supervisor. If the Employee feels that the problem has not been resolved to the Employee's satisfaction and desires to file a written grievance, the grievance shall be dealt with in the following manner below.

B. **WRITTEN PRESENTATION OF GRIEVANCE.** The grievance shall be in writing, signed and submitted by the Local Union Representative, or in his or her absence, by a union steward, to the office of the General Superintendent. The written grievance shall state the available facts concerning the alleged dispute, the provisions of this Agreement allegedly violated, and the relief desired by the aggrieved employee. A grievance which is not presented to the office of the General Superintendent as provided in this Paragraph within ten (10) 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 five (5) working days after the filing of the written grievance, there shall be a discussion of the grievance between the Local Union Representative, or in his or her absence, the union steward, the aggrieved employee and the General Superintendent or his/her designated representative. In the event of the absence of the General Superintendent, the person designated by him/her shall act in his/her behalf.

Within ten (10) working days after the conclusion of the discussion as provided in this STEP NO. 1, the General Superintendent or his/her designated representative as the case may be, shall advise the aggrieved employee and the Union, in writing, of his/her decision concerning the grievance.

- (b) **STEP NO. 2.** In the event that the disposition of the grievance under STEP NO. 1 is not satisfactory, the aggrieved employee may, within five (5) working days after the date of said decision, file a written appeal to the Board of Public Works requesting that the Board investigate the grievance. Within ten (10) days after the receipt of the written appeal, the grievance shall be discussed among the aggrieved employee, the representative of the Union, and not less than two (2) members of the Board of Public Works. Within five (5) working days after the conclusion of this discussion as provided in this STEP NO. 2, the Board of Public Works 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 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. The City may institute a grievance by an oral or a written notice to the Union. Within five (5) working days after said notice, the grievance shall be discussed by a representative of the Union and the General Superintendent or his/her representative, If within five (5) 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 Board by notification, in writing, to the other party within five (5) days of the completion of the grievance procedure as provided in Section 3.
- 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, 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 ten (10) 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. The authority of the Arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The Arbitrator shall be bound by the provisions of this Agreement and he shall not have any authority to

establish salaries or wage rates or any other forms of compensation or to add to, subtract from, modify, or otherwise change any of the terms or 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 General Superintendent or the Mayor of the City or to base his award on any alleged practices or oral understandings which are not incorporated in writing in this Agreement. The Arbitrator may not award back pay or any other form of compensation beginning earlier than ten (10) days prior to the filing of the written grievance as provided in Section 2. The Arbitrator shall not be empowered and shall not have jurisdiction to substitute his/her judgment or discretion for the judgment or discretion of the General Superintendent or the Board in any case where the judgment or discretion is retained by or given to the City, the Department, or the General Superintendent under a provision of this Agreement or under a provision of law. 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 his/her written decision simultaneously to the Board, to the Union and to the aggrieved employee within fifteen (15) days after the final submission. Subject to the provisions of Section 4, the decision by the Arbitrator shall be final and conclusively binding upon the Board, the Union, and the aggrieved employee.

Section 5. **DIRECT ARBITRATION.** By mutual agreement in writing between the Board and the Union, a grievance otherwise subject to the grievance procedure as provided in Paragraph 151 and in 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 Board, 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 Seven shall at the option of the Board terminate the obligation of the Board to arbitrate a dispute underlying the breach while the breach continues provided, however, that the fact of the occurrence of said breach shall be subject to arbitration as provided in 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 17 -UNIFORMS

Section 1. **UNIFORMS.** The City will provide annually to each permanent member of the bargaining unit uniforms of the style, color and design authorized by the General Superintendent. Uniforms provided must be worn at all times during working hours. Failure to abide by the terms of this paragraph will subject the employee to disciplinary action. The parties agree that during the period of this contract, negotiations may be reopened at either party's request, with respect to uniforms only. Each employee will receive a boot allowance annually of two hundred dollars (\$200).

Section 2.

A. The City shall provide each bargaining unit employee annually with eleven (11) long or short pants, eleven (11) long sleeve shirts, five (5) tee shirts, and one (1) coat.

B. The City shall provide safety glasses, vests, gloves and hearing protection for those employees. Said gear will be supplied by the various departments and included in their yearly budgets and distributed to their Employees as needed when damaged gear are returned for placement.

Section 3. If any employee is required to wear protective clothing or any type of protective device as a condition of employment; such protective clothing or protective device shall be furnished to the employee by the City. The cost of maintaining the protective clothing or any type of protective device shall be paid by the City.

Section 4. **OWNERSHIP AND CONDITIONS OF WEAR.** The uniforms shall at all times be and remain the property of the City and upon the termination of his/her employment, each employee shall return his/her uniform to the City in the same condition as when received, allowing for normal wear. An employee, who fails to return his/her uniform as provided in this Paragraph, shall be charged with their fair value as determined by the City and a deduction therefore shall be made from the employee's final paycheck. Each employee shall use, launder, and maintain his/her uniform with maximum care and his/her uniform shall be worn during working hours so that each employee shall present an attractive appearance. If gear has been lost (not damaged) more than once, then the employee will be charged a replacement fee for the purchase price of the gear being replaced.

## ARTICLE 18 - WAGES

Section 1. **SCHEDULE.** Effective July 1, 2022, and subject to the provisions of this Agreement, an employee who performs the work in the job titled described in this Paragraph shall be paid the wage as stated in the wage schedule.

*July 1, 2022*                 *\$1.00 per hour increase*  
*July 1, 2023*                 *\$1.00 per hour increase*  
*July 1, 2024*                 *\$1.00 per hour increase*

### WAGE SCHEDULE - EFFECTIVE JULY 1, 2022

GRADE	TITLE	STEP 1	STEP2	STEP 3	STEP 4	STEP 5
PW-10	Laborer	\$18.93	\$19.16	\$19.33	\$19.80	\$20.53
PW-11	Yardman & Watchman	\$19.16	\$19.33	\$19.47	\$19.95	\$20.65
PW-12	Asphalt Raker	\$19.33	\$19.47	\$19.60	\$20.09	\$20.78
PW-12	Motor Equipment Operator	\$19.33	\$19.47	\$19.60	\$20.09	\$20.78
PW-12	Public Works Maintenance	\$19.33	\$19.47	\$19.60	\$20.09	\$20.78
PW-13	Building Maintenance Man	\$19.47	\$19.60	\$19.92	\$20.39	\$21.11
PW-13	Parks Maintenance Man	\$19.47	\$19.60	\$19.92	\$20.39	\$21.11
PW-13	Parks Craftsman	\$19.47	\$19.60	\$19.92	\$20.39	\$21.11
PW-13	Parking Meter Repairman	\$19.47	\$19.60	\$19.92	\$20.39	\$21.11
PW-13	Storekeeper	\$19.47	\$19.60	\$19.92	\$20.39	\$21.11
PW-16	Spc. Hvy. Motor Equip. Op.	\$20.19	\$20.37	\$20.66	\$21.15	\$21.85
PW-17	Parking Control Officer	\$20.37	\$20.66	\$20.88	\$21.37	\$22.08
PW-18	Heavy Motor Equipment Operator	\$20.66	\$20.88	\$21.18	\$21.65	\$22.37
PW-18	Metal Body Worker	\$20.66	\$20.88	\$21.18	\$21.65	\$22.37
PW-18	Motor Equipment Maintenance Man	\$20.66	\$20.88	\$21.18	\$21.65	\$22.37
PW-19	Glazer-Painter	\$20.88	\$21.18	\$21.37	\$21.84	\$22.55
PW-19	Painter	\$20.88	\$21.18	\$21.37	\$21.84	\$22.55
PW-20	Spec. Heavy Motor Equipment Op.	\$21.18	\$21.37	\$21.73	\$22.20	\$22.91
PW-20	Power Shovel Operator	\$21.18	\$21.37	\$21.73	\$22.20	\$22.91
PW-21	Carpenter & Cabinet Maker	\$21.18	\$21.37	\$21.73	\$22.20	\$22.91
PW-22	Hoisting Equip. Operator	\$21.73	\$22.01	\$22.31	\$22.78	\$23.49
PW-22	Tree Climber	\$21.73	\$22.01	\$22.31	\$22.78	\$23.49
PW-24	Spec. Heavy Motor Equipment Op - Refuse	\$22.31	\$22.72	\$23.08	\$23.57	\$24.29
PW-24	Working Foreman	\$22.31	\$22.72	\$23.08	\$23.57	\$24.29
PW-24	Carpenter	\$22.31	\$22.72	\$23.08	\$23.57	\$24.29
PW-24	Police Fleet Mechanic	\$22.31	\$22.72	\$23.08	\$23.57	\$24.29
PW-26	Motor Equipment Repairman	\$24.17	\$24.55	\$25.03	\$25.52	\$26.22
PW-27	Property Maint. & Demolition Worker	\$25.03	\$25.41	\$25.90	\$26.38	\$27.09
PW-34	Emergency Vehicle Technician	\$30.40	\$30.77	\$31.25	\$31.73	\$32.43

WAGE SCHEDULE - EFFECTIVE JULY 1, 2023

GRADE	TITLE	STEP1	STEP2	STEP 3	STEP 4	STEP 5
PW-10	Laborer	\$19.93	\$20.16	\$20.33	\$20.80	\$21.53
PW-11	Yardman & Watchman	\$20.16	\$20.33	\$20.47	\$20.95	\$21.65
PW-12	Asphalt Raker	\$20.33	\$20.47	\$20.60	\$21.09	\$21.78
PW-12	Motor Equipment Operator	\$20.33	\$20.47	\$20.60	\$21.09	\$21.78
PW-12	Public Works Maintenance	\$20.33	\$20.47	\$20.60	\$21.09	\$21.78
PW-13	Building Maintenance Man	\$20.47	\$20.60	\$20.92	\$21.39	\$22.11
PW-13	Parks Maintenance Man	\$20.47	\$20.60	\$20.92	\$21.39	\$22.11
PW-13	Parks Craftsman	\$20.47	\$20.60	\$20.92	\$21.39	\$22.11
PW-13	Parking Meter Repairman	\$20.47	\$20.60	\$20.92	\$21.39	\$22.11
PW-13	Storekeeper	\$20.47	\$20.60	\$20.92	\$21.39	\$22.11
PW-16	Spc. Hvy. Motor Equip. Op.	\$21.19	\$21.37	\$21.66	\$22.15	\$22.85
PW-17	Parking Control Officer	\$21.37	\$21.66	\$21.88	\$22.37	\$23.08
PW-18	Heavy Motor Equipment Operator	\$21.66	\$21.88	\$22.18	\$22.65	\$23.37
PW-18	Metal Body Worker	\$21.66	\$21.88	\$22.18	\$22.65	\$23.37
PW-18	Motor Equipment Maintenance Man	\$21.66	\$21.88	\$22.18	\$22.65	\$23.37
PW-19	Glazer-Painter	\$21.88	\$22.18	\$22.37	\$22.84	\$23.55
PW-19	Painter	\$21.88	\$22.18	\$22.37	\$22.84	\$23.55
PW-20	Spec. Heavy Motor Equipment Op.	\$22.18	\$22.37	\$22.73	\$23.20	\$23.91
PW-20	Power Shovel Operator	\$22.18	\$22.37	\$22.73	\$23.20	\$23.91
PW-21	Carpenter & Cabinet Maker	\$22.18	\$22.37	\$22.73	\$23.20	\$23.91
PW-22	Hoisting Equip. Operator	\$22.73	\$23.01	\$23.31	\$23.78	\$24.49
PW-22	Tree Climber	\$22.73	\$23.01	\$23.31	\$23.78	\$24.49
PW-24	Spec. Heavy Motor Equipment Op - Refuse	\$23.31	\$23.72	\$24.08	\$24.57	\$25.29
PW-24	Working Foreman	\$23.31	\$23.72	\$24.08	\$24.57	\$25.29
PW-24	Carpenter	\$23.31	\$23.72	\$24.08	\$24.57	\$25.29
PW-24	Police Fleet Mechanic	\$23.31	\$23.72	\$24.08	\$24.57	\$25.29
PW-26	Motor Equipment Repairman Property Maint. & Demolition Worker	\$25.17	\$25.55	\$26.03	\$26.52	\$27.22
PW-27	Worker	\$26.03	\$26.41	\$26.90	\$27.38	\$28.09
PW-34	Emergency Vehicle Technician	\$31.40	\$31.77	\$32.25	\$32.73	\$33.43

**WAGE SCHEDULE - EFFECTIVE JULY 1, 2024**

<b>GRADE</b>	<b>TITLE</b>	<b>STEP1</b>	<b>STEP2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
PW-10	Laborer	\$20.93	\$21.16	\$21.33	\$21.80	\$22.53
PW-11	Yardman & Watchman	\$21.16	\$21.33	\$21.47	\$21.95	\$22.65
PW-12	Asphalt Raker	\$21.33	\$21.47	\$21.60	\$22.09	\$22.78
PW-12	Motor Equipment Operator	\$21.33	\$21.47	\$21.60	\$22.09	\$22.78
PW-12	Public Works Maintenance	\$21.33	\$21.47	\$21.60	\$22.09	\$22.78
PW-13	Building Maintenance Man	\$21.47	\$21.60	\$21.92	\$22.39	\$23.11
PW-13	Parks Maintenance Man	\$21.47	\$21.60	\$21.92	\$22.39	\$23.11
PW-13	Parks Craftsman	\$21.47	\$21.60	\$21.92	\$22.39	\$23.11
PW-13	Parking Meter Repairman	\$21.47	\$21.60	\$21.92	\$22.39	\$23.11
PW-13	Storekeeper	\$21.47	\$21.60	\$21.92	\$22.39	\$23.11
PW-16	Spc. Hvy. Motor Equip. Op.	\$22.19	\$22.37	\$22.66	\$23.15	\$23.85
PW-17	Parking Control Officer	\$22.37	\$22.66	\$22.88	\$23.37	\$24.08
PW-18	Heavy Motor Equipment Operator	\$22.66	\$22.88	\$23.18	\$23.65	\$24.37
PW-18	Metal Body Worker	\$22.66	\$22.88	\$23.18	\$23.65	\$24.37
PW-18	Motor Equipment Maintenance Man	\$22.66	\$22.88	\$23.18	\$23.65	\$24.37
PW-19	Glazer-Painter	\$22.88	\$23.18	\$23.37	\$23.84	\$24.55
PW-19	Painter	\$22.88	\$23.18	\$23.37	\$23.84	\$24.55
PW-20	Spec. Heavy Motor Equipment Op.	\$23.18	\$23.37	\$23.73	\$24.20	\$24.91
PW-20	Power Shovel Operator	\$23.18	\$23.37	\$23.73	\$24.20	\$24.91
PW-21	Carpenter & Cabinet Maker	\$23.18	\$23.37	\$23.73	\$24.20	\$24.91
PW-22	Hoisting Equip. Operator	\$23.73	\$24.01	\$24.31	\$24.78	\$25.49
PW-22	Tree Climber	\$23.73	\$24.01	\$24.31	\$24.78	\$25.49
PW-24	Spec. Heavy Motor Equipment Op - Refuse	\$24.31	\$24.72	\$25.08	\$25.57	\$26.29
PW-24	Working Foreman	\$24.31	\$24.72	\$25.08	\$25.57	\$26.29
PW-24	Carpenter	\$24.31	\$24.72	\$25.08	\$25.57	\$26.29
PW-24	Police Fleet Mechanic	\$24.31	\$24.72	\$25.08	\$25.57	\$26.29
PW-26	Motor Equipment Repairman	\$26.17	\$26.55	\$27.03	\$27.52	\$28.22
PW-26	Property Maint. & Demolition	\$26.17	\$26.55	\$27.03	\$27.52	\$28.22
PW-27	Worker	\$27.03	\$27.41	\$27.90	\$28.38	\$29.09
PW-34	Emergency Vehicle Technician	\$32.40	\$32.77	\$33.25	\$33.73	\$34.43

Section 2. **SHIFT DIFFERENTIAL.** During the term of this Agreement, there shall be a shift differential for work and duties assigned and performed during the hours of the second and third shifts as provided in this paragraph:

Shift	<u>HOURS</u>
First	7:00a.m to 3:00 p.m.
Second	3:00p.m. to 11:00 p.m.
Third	11:00 p.m. to 7:00 a.m.

The shift differential shall be twenty cents (\$.20) per hour for the second shift and twenty-five (\$.25) per hour for third shift.

Section 3. **PROMOTIONS.** An employee awarded an upward promotional bid will be placed in the step in the new awarded job that has a rate of pay nearest to but not less than the rate that the employee had been paid in the job held immediately prior to being awarded the new job.

## ARTICLE 19 - INCOME REPLACEMENT BENEFIT

Each employee covered by this Agreement who has six (6) months or more service with the Board at the beginning of the fiscal year is eligible for coverage the City's Income Replacement Benefit ("IRB") in the manner and to the extent described in this Article and in the governing Plan Description and applicable insurance documents should the City insure its IRB obligation.

Eligible employees will receive seventy percent (70%) of the employee's regular straight-time hourly rate for the employee's regular weekly hours, up to a maximum of forty (40) hours per week, up to a maximum of twenty-six (26) continuous weeks in the event of an eligible employee's absence for the employee's own non-work-related illness or injury that requires treatment and care by a health care provider and that cannot be accommodated in light duty or another assignment for which the employee is qualified. In the event of an illness, the IRB benefit payment begins on the eighth (8th) calendar day of absence and on the first (1st) calendar day in the event of an accident.

Employees having retained accrued sick days may utilize and apply their accrued sick days toward the period before IRB benefit payments begin and to supplement the IRB benefit up to maximum one hundred percent (100%) of the employee's usual wage compensation. Employees may apply available annual leave toward the period before IRB benefit payments begin.

## ARTICLE 20 -HEALTH AND SAFETY COMMITTEE

The City agrees to establish a health and safety committee which shall be comprised of three (3) members of Management and three (3) members of the Union. This committee shall meet quarterly, or more often, if desired, by a majority, to discover conditions which may be unsafe or potentially hazardous to the employees and to discuss possible solutions.



## ARTICLE 21 -MISCELLANEOUS

Section 1. **SUGGESTIONS.** Any employee who submits a suggestion to the Department which results in a savings in the costs of operations, shall receive a bonus of between ten dollars (\$10) and one hundred dollars (\$100). The amount will be determined on a periodic basis by a committee comprised of one (1) member of the Union and two (2) representatives of management.

Section 2. **LICENSES.**

- A. The City shall reimburse employees for the cost of renewal of their State Wastewater Operator's License, Commercial Driver's License, Hoisting Equipment License, and any other license approved by the General Superintendent.
- B. An employee assigned to CDL Class A equipment shall receive seventy-five cents (\$0.75) per hour in addition to the employee's regular pay. Time spent operating any Class A equipment shall be paid a one (1) hour minimum.

Section 3. **WORK RULES.** Any change in work rules imposed by management, shall be posted two (2) weeks prior to implementation.

Section 4. **PRESCRIPTION GLASSES.** The City will not reimburse employees for lost or damaged eyeglasses or contact lenses.

Section 5. **DRIVERS LICENSE POLICY.** Each member of the bargaining unit agrees to adhere to the Department of Public Works Driver's License Policy Manual. The Parties agree that during the period of this contract, negotiations may be reopened at either party's request with respect to the driver license policy only.

Section 6. **DISCIPLINE.** A warning notice issued for a Section 1 violation of any safety, working or employee conduct rule as defined in the General Conduct Rules and Regulations will remain active in an employee file for a rolling six (6) month period, effective July 1, 2003. This six (6) month limitation shall not apply to Section 2 violations of the General Conduct Rules and Regulations. Section 2 violations that result in discipline of three (3) day suspensions or less shall not be used for progressive discipline purposes if there are no other Section 2 offenses within a thirty-six (36) month period following the initial Section 2 discipline.

A warning notice issued for a Section 3 violation of leave abuse as defined in the General Conduct Rules and Regulations will remain active in an employee file for a rolling twelve (12) month period, effective July 1, 2017. See "Appendix A" for the General Conduct Rules and Regulations.

Section 7. **LETTER FOR MULTIPLE OFFENSES.** One (1) letter will be sent by the City listing all alleged rule infractions of members instead of multiple letters, as is the current practice.

**Section 8. DISCIPLINE AND DISCHARGE.**

- (1) Just Cause. The Employer shall not suspend, demote, discipline, or discharge an employee without just cause.
- (2) The Union shall be promptly given copies of all written warning notices.
- (3) A discharged employee shall be given written notice of his/her discharge and of the reason for the discharge. A copy of such written notice shall be promptly forwarded to the Union.

**Section 9. INSPECTION OF EMPLOYEE RECORDS.**

- (1) The Employer agrees that all records relevant to the processing of a grievance shall be available to the designated Union Representative.
- (2) Employees shall have the right to examine their own personnel files, by appointment.
- (3) Only DPW Management 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 10. EMPLOYER POLICIES.**

- (1) The Employer 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 Employer's operations and after having given advance notice thereof to the Union and the employees.
- (2) 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.
- (3) The Employer shall provide all employees with a list of all general work and safety rules including the department's current workplace policies.

**Section 11. NO INDIVIDUAL AGREEMENT.**

- (1) The Employer 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.
- (2) This Labor Agreement may not be waived or modified in any way except by written agreement of the Employer and the Union.

**Section 12. 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, General Superintendent or their designee.

**Section 13. SEPARABILITY.**

- A. 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.

- B. 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.

Section 14. **DEPARTMENT VEHICLES.** To enhance the security of Department personnel and property, as well as the efficiency of Department services, Department vehicles may contain global positioning systems and similar technology and communication systems. In the event of discipline imposed upon an employee, the GPS data will not be the only evidence in support of the imposed discipline.

## ARTICLE 22 - PERSONAL VEHICLE

Section 1. The City agrees to pay an allowance of the current IRS business mileage rate per mile to an employee who has been specifically requested to use the employee's own personal vehicle on City business.

Section 2. All claims for reimbursement must be submitted on an approved form to the Superintendent within thirty (30) days of the use of the personal vehicle.

## ARTICLE 23 - PRE-CANCER SCREENING

Section 1. Employees of the bargaining unit may use four (4) hours of paid time on an annual basis for the purpose of undergoing pre-screening. Such time will not be charged to annual leave time or any other accrued time.

Section 2. Types of cancer screening permitted under this order are: Lung, Colon, Breast, Prostate, Skin, Thyroid, Lymph Nodes, Oral Cavity, Reproductive Organs, or any other form of cancer deemed appropriate by the City of Holyoke Health and Human Services Department for screening.

Section 3. Employees may be required to submit medical documents verifying the Employee's screening.

Section 4. This four (4) hour screening cannot be taken in blocks of time, but rather must be taken at one instance.

## ARTICLE 24 - SENIORITY

Section 1. A. **CIVIL SERVICE EMPLOYEES:** The length of service of the employee, in the employment of the City of Holyoke in accordance with Civil Service law and rules, shall determine the seniority of the employee. A newly hired employee shall constitute such employee's probationary period in accordance Article 9- Probation Period, of this Agreement.

B. **NON-CIVIL SERVICE EMPLOYEE:** The length of continuous service of the employee, in the employment of the City of Holyoke shall determine the seniority of the employee. In regard to newly hired employees, their probationary period shall be determined in accordance with Article 9- Probationary Period.

### Section 2. **PROMOTIONS, VACANCIES AND OTHER EMPLOYEE PREFERENCES.**

A. Except in cases where license or skill requirements necessitate or Civil Service law and rules apply, the principle of seniority shall prevail and control in all cases within the department of the bargaining unit work force as to preference in assignments to shift work, vacation periods, and preference among employees that may arise but are not specifically mentioned hereafter. This provision does not apply to vacancies, job promotions, layoffs, recalls, job reductions, transfers, and/or the First Response Snow Team.

B. Employer will make every effort to promote from within the division in which the Employee is currently employed.

C. The vacancies and promotions shall be posted in all appropriate departments for at least ten (10) working days. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position. Copies of all awarded bids shall be sent to the union stewards. The union stewards shall receive copies of all submitted bids.

D. All such vacancies and promotions shall be filled by awarding the position within twenty (20) working days following the end of the posting period based on the criteria of Section 2 of this Article. Factors considered when awarding the position are; seniority, ability and qualifications. Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to twenty (20) working days.

E. The first thirty days (30) days after a promotion shall be a probationary period for this promotion. The Employee shall have the option of returning to his or her former position without loss of seniority. provided the position has not been permanently filled by the Employer.

### Section 3. **JOB REDUCTION, LAYOFF AND RECALL:**

A. Except in cases where Civil Service law and rules apply, job reduction, layoff and recall shall apply in the following manner listed below.

- B. In the event that the Employer finds it necessary to lay off employees due to lack of work, lack of funds, or other reasons; it will notify the union ten (10) working days in advance of notification to employees. During the ten (10) day period, the Employer shall meet with the union to discuss possible alternative proposals to avoid the layoff and/or mitigate the impact on the Employees.
- C. Opportunity shall be given to Employees, on a seniority basis, to volunteer to be laid off in lieu of other employees. Such volunteers shall be treated as laid off employees.
- D. The employee with the least seniority shall be laid off first. Such an employee may exercise seniority rights against any less senior employee in the same, or lower job classification provided they are qualified as per job descriptions within their current job classification.
- E. Recall within a job classification shall be in reverse order of seniority, that is, the person with the highest seniority shall be rehired or reinstated first.

## ARTICLE 25 - CIVIL SERVICE

Section 1. The Employer and the Union shall recognize and adhere to all Civil service laws and regulations relative to seniority, promotions, transfers, discharges and suspensions that apply to civil service employees.

Section 2. Civil Service Employees shall have the option to pursue appeal remedies under Civil Service laws and regulations or file a grievance in accordance with Article 16 for all disciplinary action taken against them, but may elect only one or the other to appeal. Probationary Employees shall not be afforded the right to file a grievance under the provisions of Article 16 for discipline and discharge issues.

Section 3. In the event of the abolishment or modification of Civil Service Law and Rules wherein employee coverage is lessened or changed during the life of this Agreement, the contract shall be reopened upon notification to the City by the Union to permit negotiations of such pertinent matters into the scope of this Agreement.

Section 4. An employee shall be permitted time off without loss of pay while they are taking a Massachusetts Civil Service Department examination for a position in the municipal service of the City of Holyoke.

## ARTICLE 26 - COMPLETION OF DAILY WORK ROUTE/ASSIGNMENT

Section 1. Routes will be assigned based on seniority. The City may reasonably adjust collection routes for the purpose of increasing operation efficiencies.

Section 2. In consideration for ensuring that all collection operations are completed on a daily basis, it may be necessary to assist other employees if needed in order to maintain collection schedules. It is understood that work days may be longer or shorter due to fluctuations in collection volume and will normally be handled by current past practice.

## ARTICLE 27 - TOOL PROTECTION

The Employer will furnish to each employee who is required to use his/her personal tools to perform his/her duties as an employee, a suitable place to store such tools. Such storage space will be lockable by a padlock, to be supplied by the employee, and reasonably secure.

Each employee who is furnished storage space under the terms of this Article will submit an inventory of such tools to the Employer and revise said inventory as it may change. The Employer will not be obligated to replace any tool under the terms of this Article unless such tool appears on a previously submitted inventory. The Employer may corroborate any such inventory by reasonable inspection.

All power driven tools required by the nature of employment of any employee will be provided by the Employer. The necessity of any power driven tool will be determined in the sole discretion of the Employer. The Employees will conform to all procedures which the Employer might establish to secure and fix responsibility for such tools.

## ARTICLE 28 - TOOL ALLOWANCE

Motor Equipment Repairmen and Carpenters will upon submission of a receipt proving purchase of tools required to be used in the performance of their individual job duties receive a tool allowance of up to seven hundred fifty dollars (\$750.00) per year not added to base salary, to compensate them for using their personal tools at work and for purchasing new tools.

## ARTICLE 29 – RAIN GEAR

Work related rain gear as designated by the Superintendent and purchased by the employee will be reimbursed annually up to \$50 upon production of a receipt for its purchase.

## ARTICLE 30 - 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 Sixteen. 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 Board on and after the date of the execution of this Agreement. By mutual agreement in writing between the Board and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations. The failure by the City, the Board or the Union in one (1) or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

## ARTICLE 31 - FAMILY AND MEDICAL LEAVE

Employees must use personal annual leave when they are placed on Family and Medical Leave (FMLA) or Massachusetts Small Necessities Leave Act (SNLA) leave.

## ARTICLE 32 - DURATION

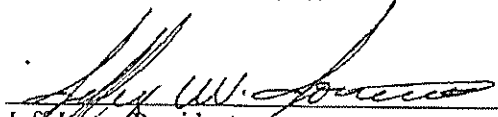
Section 1. **DURATION.** The provisions of this Agreement shall take effect upon ratification of its provisions by the Union and shall continue in full force and effect until and including June 30, 2025.

Section 2. **REOPENER.** The City and Union agree to reopen the terms of this Agreement for further bargaining as follows:

- (1) The Union shall have the right to demand to bargain for a successor agreement four (4) months before this Agreement expires.


**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 by David Moore, the duly designated Chairman of its Board of Public Works, and caused this Agreement to be executed in its behalf by *Jeffrey W. Poreco*, President, duly authorized, at Holyoke, Massachusetts, on this the *29th* day, of *August* 2022

FOR UCFW LOCAL 1459:

  
\_\_\_\_\_  
Jeff Jones, President

8-29-22  
Date

FOR THE CITY OF HOLYOKE:

  
\_\_\_\_\_  
Josh Garcia, Mayor

9/8/2022  
Date

Approved as to Form:

  
\_\_\_\_\_  
Lisa Ball, City Solicitor



## Appendix "A"

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

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

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

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

#### Section I

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

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

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

These Section I rules include but are not limited to:

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

## Section II

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

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

### **Section III**

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

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

APPENDIX "B"

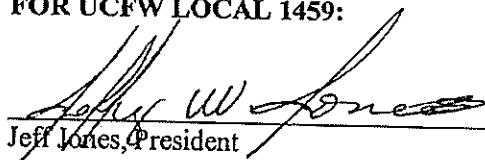
MEMORANDUM OF AGREEMENT  
TEMPORARY WORKERS

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

Temporary employees shall be utilized under the following conditions:

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

FOR UCFW LOCAL 1459:

  
Jeff Jones, President

Date

2-29-22

FOR THE CITY OF HOLYOKE:

\_\_\_\_\_  
Josh Garcia, Mayor

\_\_\_\_\_  
Date