

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

The City of Holyoke and N.A.G.E. R1-180, Clerical Union, hereby agree to the following terms, conditions, and understandings to be incorporated into the successor collective bargaining agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. Article Two – Union Recognition: In Section 2.1, add “Police Clerks” to Unit No. 3.
2. Article Seven – Hours and Overtime: Under Unit No. 3, revise the language to read as follows: “See Articles 2.1, 18, and 19.”
3. Article Eighteen – Police Dispatchers: Add the following to Section 18.7: Holiday pay will be provided to employees in the applicable payroll period.
4. Insert the following as a new Article 19 to be titled “Police Clerks” and renumber the remaining article:

20.1 Except where specified in Article 19, all Police Clerks 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 Clerks 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 Clerks 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 Clerks 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 Holidays – The holiday pay for each of the holidays provided in this Article shall be paid to each full-time Police Clerk who has actually worked for the City during the thirty (30) working days immediately preceding the holiday and on their full scheduled working day immediately before and immediately after the holiday, unless failure to work during said period of thirty (30) days or on one (1) or both of said scheduled work days was due to bona fide illness or injury requiring confinement at home or in a hospital or medical treatment by a licensed physician or because of a reason satisfactory to the City. Before paying holiday pay to an employee who is unable to work as provided in this Paragraph, because of illness or injury, the City may require a certificate by the attending licensed physician of the illness or injury before or after the day for which the holiday pay is claimed. The exception to the period of work in the employ of the City, because of illness or injury shall extend for a period of ten (10) working days from the beginning of the illness or the date of a non-occupational injury and shall extend for a period of thirteen (13) weeks from the date of an occupational injury.

Holiday pay will be provided to employees in the applicable payroll period.

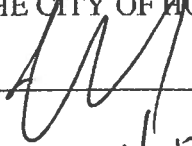
Police Clerks will work on Christmas Day as per current practice for the Dispatchers.

20.6 Holiday Bonus – The City agrees that Police Clerks 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.

5. Article Nineteen – Duration: Change the Article number to 20, and the dates to reflect a contract duration of July 1, 2022 through June 30, 2025.
6. Appendix B – Salary Schedules:
 - a. Effective retroactive to July 1, 2022, 2.0% increase. Retroactive payments will only be made to existing employees as of the date of the retroactive payment.
 - b. Effective July 1, 2023, 3.0% increase. In addition, the parties agree to reopen the agreement to negotiate upgrades for certain position(s).
 - c. Effective July 1, 2024, 2.0% increase.
7. Incorporate the pay rate changes for the Local Inspector and the Plumbing & Gas Inspector positions as agreed upon in the Memorandum of Agreement dated June 29, 2022.

FOR THE CITY OF HOLYOKE

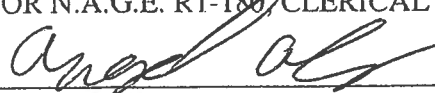
Dated: _____



1/5/2023

FOR N.A.G.E. R1-1807 CLERICAL UNION

Dated: _____



01/5/2023