

**AGREEMENT**

**between**

**THE CITY OF HOLYOKE, MASSACHUSETTS**

**and**

**THE HOLYOKE PROFESSIONAL SUPERVISOR ASSOCIATION**

**Effective: July 1, 2022**  
**Expires: June 30, 2023**

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THIS AGREEMENT is made between the CITY OF HOLYOKE (hereinafter referred to as the "City") and the HOLYOKE PROFESSIONAL SUPERVISOR ASSOCIATION (hereinafter referred to as the "Association"). The Agreement has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement as to set forth herein the basic agreement covering rates of pay and other conditions of employment to be observed by the parties hereto. All conditions of employment not specifically covered by the terms of this Agreement shall remain in effect in the same manner as existed prior to this Agreement.

## **ARTICLE I RECOGNITION**

1. To the extent authorized by law, the Association is recognized as the sole exclusive representative of the professional employees, as identified in the following units and as described in "Exhibit A" in all matters relating to rates of pay and other conditions and benefits of employment. "Exhibit A" listing the positions by title and department is included as part of this Agreement.

### Unit A — Department Heads

- Director of Parks & Recreation
- Conservation and Sustainability Director
- Director Council on Aging
- Director Wisteriahurst
- Veterans Service Commissioner
- Building Commissioner
- Chief Procurement Officer
- Director of Public Health

### Unit B — Professionals

- Safety Officer
- Assistant Director of Planning
- Senior Civil Engineer
- Planner I
- Senior Project Manager
- Planner II
- Development Specialist
- Assistant Director of Economic Development
- Recreation Coordinator
- City Historian
- Sealer of Weights & Measures
- Assistant Director of Council on Aging
- Animal Control Officer
- Assistant Building Commissioner
- Assistant Superintendent / City Engineer
- Property Maintenance and Demolition Supervisor
- Chief Official of Wires
- National Service Officer

2. The City will not aid, promote or finance any group or organization which purports to engage in or make any agreement with such group or individual for the purpose of undermining the Association or changing any condition in this Agreement.

**ARTICLE II  
HOLIDAYS**

1. In the manner and to the extent provided in this Article II, each full-time employee who qualifies under the Association shall receive regular pay for the following holidays on Monday through Friday:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas Day	Juneteenth

2. Each paid holiday as provided in this Article II will be observed on the day prescribed, if any, in applicable Federal or State statutes. When a paid holiday as provided in this Article II falls on a Saturday, the preceding Friday will be considered the paid holiday. Similarly, when a paid holiday falls on Sunday, the following Monday will be considered the paid holiday.
3. Four (4) personal days per calendar year may be taken by any permanent, full-time member of the Association.

**ARTICLE III  
VACATIONS**

1. In the manner and to the extent provided in this Article III, each eligible employee covered by the Agreement shall be entitled to a vacation with pay determined by the length of his/her continuous employment by the Department as follows:

<b>LENGTH OF CONTINUOUS EMPLOYMENT</b>	<b>AMOUNT OF PAID VACATION</b>
More than one (1) month and less than thirty (30) weeks	One (1) day for each month of actual work subject to a maximum of ten (10) days.
Thirty (30) weeks or more and less than five (5) years	Two (2) weeks
Five (5) years or more and less than ten (10) years	Three (3) weeks

Ten (10) years or more	Four (4) weeks
Twenty (20) year or more	Five (5) weeks
Twenty-five (25) years of continuous employment with the City of Holyoke	Six (6) weeks

2. The amount of paid vacation in any calendar year for an employee who has worked for the Department for less than one (1) year shall be determined by the length of his/her continuous work in the employ of the Department on the first day of June in that calendar year. The amount of paid vacation in any calendar year for an employee who has worked for the Department for one (1) year or more shall be determined by the length of his/her continuous employment on his/her employment anniversary.

3. The vacation pay for each eligible employee as provided in this Article III 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 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 vacation period. The vacation with pay for an eligible full-time permanent employee who during the fifty-two (52) week period immediately preceding his/her vacation eligibility date has actually worked for not less than thirty (30) full weeks, provided that said employee is actually working in the employ of the Department on his/her vacation eligibility date and at the beginning of said fifty-two (52) week period.

4. The employee may receive vacation pay in lieu of vacation with pay for all or a portion of the vacation time, measured by full work weeks, to which the eligible employee is otherwise entitled. If there is a request for vacation pay in lieu of vacation with pay, said request shall be submitted to the Department Head by December 31<sup>st</sup> of the calendar year in which the vacation days were accrued. The vacation with pay or the equivalent vacation pay as provided in this Article III shall be taken by all eligible employees during each calendar year as accrued and may not be accumulated for use in a subsequent calendar year.

5. Vacation accrual may be taken in increments of no less than one-half (1/2) day, up to the amount accrued.

6. At the discretion of the member's appointing authority, members may carry over a maximum of one (1) week (five [5] days) unused vacation into the next calendar year, provided that he/she use that accrued time no later than June 30<sup>th</sup> of the carryover year.

7. In the year of separation from employment by dismissal through no fault or delinquency on the part of the employee, or by retirement or resignation, an employee's vacation leave shall be accrued bi-weekly at the end of each pay period, the amount of which shall be determined by the employee's amount of paid vacation pursuant to Section 1 of this Article, divided by twenty-six (26). Upon separation, the employee shall only be paid for any accrued but unused vacation time in the year of separation, in addition to any accrued but unused time carried over pursuant to Section 6 of this Article. If an employee has used vacation time in excess of that which is

accrued pursuant to this section, the equivalent of such vacation time in the form of straight pay shall be deducted from the employee's final paycheck.

8. The City, in its sole discretion as hiring authority, may credit an employee-candidate's relevant aggregate employment experience when calculating "Amount of Paid Vacation" under this Article and subject to the following procedure:
  - a. Relevant aggregate employment shall mean cumulative years of continuous employment with no more than three (3) prior positions deemed relevant to the scope of proposed employment with the City as determined by the Personnel Administrator.
  - b. Prior to crediting duration of prior employment or prior vacation allotment, the City shall obtain verification of length of continuous from the employee-candidate's prior employer.
  - c. In no event shall an employee-candidate receive greater than four (4) week's vacation upon hire.
  - d. Subject to a maximum annual vacation allotment of five (5) weeks, an employee granted a vacation allotment benefit under this section shall be entitled to one (1) additional week of vacation allotment upon reaching five (5) years of continuous employment and one (1) additional week of vacation allotment upon reaching ten (10) years of continuous employment.
  - e. No employee shall be entitled to six (6) weeks of vacation allotment unless said employee has accumulated twenty-five years of service with the City of Holyoke.

#### **ARTICLE IV SICK LEAVE AND SHORT-TERM DISABILITY**

Full-time employees shall receive five (5) sick days per calendar year. Part-time employees who are eligible for sick time shall receive a prorated portion of the five (5) days based on the number of hours worked. Unused sick days, or any portion thereof, are paid at the end of the calendar year one-for-one, within thirty (30) days following the end of said calendar year. New employees to the bargaining unit become eligible for short-term disability coverage on the first day of the month following the employee's date of hire and shall receive a prorated portion of the five (5) sick days based on start date and where it falls in a given calendar year.

Employees who have a "sick bank" remaining from employment with the City prior to implementation of the short-term disability plan shall be paid out for accrued but unused sick time at the time of death, retirement, or resignation as follows: one (1) day for every three (3) unused sick days with a maximum payment of Five Thousand Dollars (\$5,000). The list of bargaining unit members that qualify for this benefit and the number of accrued days is on file with the Personnel Department.

Full-time bargaining unit employees are covered by a short-term disability insurance plan (STD) designed to cover employees while out of work for non-work related injury or illness. The City pays the full cost of the STD benefit, which provides a percentage of an employee's earnings while on STD. The terms, conditions and benefits of the STD are governed by the summary plan description. The union shall be notified of any changes to the summary plan description. Employees are permitted to use any accrued paid time off to supplement his/her earnings up to 100% of his or her salary while on leave.

**ARTICLE V  
FUNERAL LEAVE**

1. An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.
2. In addition to bereavement leave, an employee may, with his or her supervisor's approval, use any available vacation for additional approved time off as necessary. Employees may be required to provide documentation to verify their bereavement leave.
3. Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials.
4. Paid bereavement leave will be granted according to the following schedule:
  - a. Employees are allowed up to five consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, or an adult who stood in loco parentis to the employee during childhood.
  - b. Employees are allowed one day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.
  - c. Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the city, provided such absence from duty will not interfere with normal operations of the City.

**ARTICLE VI  
LONGEVITY**

1. In the manner and to the extent provided in this Article VI, each employee who has actually and continuously worked for the City for the accumulated periods of time as provided in this Article and who is actually working for the City on his/her employment anniversary shall receive annual longevity pay in accordance with the following schedule:

<b>LENGTH OF CONTINUOUS EMPLOYMENT</b>	<b>ANNUAL LONGEVITY PAY</b>
Ten (10) years and less than fifteen (15) years	\$800
Fifteen (15) years and less than twenty (20) years	\$900

<b>LENGTH OF CONTINUOUS EMPLOYMENT</b>	<b>ANNUAL LONGEVITY PAY</b>
Twenty (20) years and less than twenty-five (25) years	\$1050
Twenty-five (25) years or more	\$1,200

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

**ARTICLE VII  
COST OF LIVING ADJUSTMENT**

Basic Wage Increase:

- The parties agree to the following cost of living adjustment to the base rate of pay:  
FY23 Effective July 1, 2022 the positions listed in Exhibit A will receive the following salary adjustments for the individuals currently holding the following positions:

i. Chief Procurement Officer	\$75,000
ii. Assistant Director of Planning/Principal Planner	\$75,000
iii. Planner II	\$58,000
iv. Assistant Director of Economic Development	\$75,000
v. Director of Public Health	\$78,000
vi. Safety Inspector	\$50,000
vii. Assistant Director of Council on Aging	\$55,000
viii. Director of Veteran Services	\$75,000
ix. Director of Council on Aging	\$75,000
x. Assistant Director of Parks & Recreation	\$55,000
xi. Animal Control Officer	\$50,000
xii. Building Commissioner	\$85,000
xiii. Director of Conservation & Sustainability	\$65,000
xiv. Wistariahurst Director	\$63,000
xv. City Historian	\$55,000
xvi. Assistant Building Commissioner	\$72,000
xvii. Inspector of Wires	\$70,000

- All members shall be eligible for performance pay in accordance with Article VIII contained herein.
- Any retroactive wage increase will only be applicable to those employees who worked during the particular year and who continue to be employed by the City of Holyoke (or who worked during any period of retroactivity but retired prior to) the date the Agreement is executed.
- Employees who serve in an acting capacity as designated by the Mayor and/or the Mayor's designee, will receive the full pay and benefits as budgeted for the position in that fiscal year for the position which they are filling.



**ARTICLE VIII  
PERFORMANCE-BASED PAY SYSTEM**

1. The Mayor will have sole authority to create and implement a performance-based evaluation system. All bargaining unit employees will participate in this performance evaluation system.
2. Each bargaining unit member will have an initial meeting with his/her immediate superior(s) and his/her appointing authority to set goals and objectives.
3. There will be a mid-year review with his/her superior(s) to provide feedback regarding the progress made by the employee and to provide further direction.
4. A year-end performance review for department heads will be conducted by the Mayor with the advice of the employee's immediate superior(s). Non-department heads will receive a year-end performance review conducted by the individual's supervisor. The Unit member who is a non-department head may appeal the review to the Mayor; however, the Mayor is under no obligation to meet with either the supervisor or the non-department head unit member. Performance Appraisal documents to be used are attached (Attachment B). The Mayor retains the right to make necessary modifications to the document and the process as time goes on. If the Mayor makes substantive changes to the document or process, he will afford the Association the opportunity to meet and discuss the changes prior to implementing them. Employees who, in the judgment of both their superior(s) and the Mayor, demonstrate that they have met or exceeded expectations under this evaluation system, are eligible for performance-based pay increases for the succeeding year. Performance evaluations will be completed on or about May 1<sup>st</sup> of each year. The Mayor will submit for funding, as necessary, increases for members of the bargaining unit he has approved for a performance pay increase within sixty (60) days of the close of the evaluation period. It is understood that any such increase is subject to appropriation.
5. Employees covered by this agreement shall be eligible for performance-based pay in accordance with an annual performance-based evaluation system created and implemented by the Mayor by March 1, 2016. The authority to award performance-based pay shall be in the discretion of the Mayor.

**ARTICLE IX  
MEDICAL INSURANCE**

The City agrees that it will pay at least fifty percent (50%) of the cost of medical insurance for such medical insurance coverage as is currently provided to all municipal employees or such successor medical insurance coverage as may be implemented for said employees.

**ARTICLE X  
LIFE INSURANCE**

The City agrees that it will continue to offer the existing life insurance policies or better as offered through Fiscal 1990.

**ARTICLE XI  
PROBATIONARY PERIOD**

Upon entering this bargaining unit, a new employee, with less than one year of service with the City, will serve a probationary period of one (1) calendar year or one thousand, two hundred eighty (1,280) hours of actual work, whichever is greater. During the probationary period, the employee serves at will and his/her employment can be terminated at any time without recourse under this Agreement. Persons promoted from a Unit B position in the bargaining unit to a Unit A position in the bargaining unit must complete six (6) months or six hundred forty hours (640) of actual work, whichever is greater, probationary period in their new position.

## **ARTICLE XII MANAGEMENT'S RIGHTS**

1. The City reserves and retains solely and exclusively all of its common law, statutory and inherent rights as such rights existed prior to the execution of this or any previous Agreements with this or any other Association, except as expressly limited by the specific provisions of this Agreement.
2. Except to the extent specifically abridged by this Agreement, the City shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and shall have without interference, control and supervision of the employees in the bargaining unit. The City reserves and retains all powers, authority and prerogatives, including, but not necessarily limited to, the right to direct employees of the City to hire, promote, transfer, assign employees to positions within the City, to suspend, demote, discharge or take other disciplinary action against employees for just cause (for permanent Civil Service positions only) and to relieve employees from duties because of lack of work or other legitimate reason; to determine the mission of the City, its budget, its organization, the number and classification of employees to be utilized by the City, the technology of the City and its internal security practices, to determine the types of operations, methods and processes to be employed, to discontinue processes or operations, or to discontinue their performance by employees covered by this Agreement, to establish and change work schedules and assignments and otherwise to take measures as the City may determine to be necessary for orderly and efficient operations.
3. Any dispute, complaint or controversy with respect to inherent Employer rights and those specifically set out herein shall not be subject to the Grievance and Arbitration provisions of this Agreement or impairment by an arbitration award under this Agreement.

## **ARTICLE XIII PROFESSIONAL EXCELLENCE**

Delivery of services to the public in the most efficient, effective and productive manner is of paramount importance to the Employer, the Association and its members. Such achievement is recognized to be a goal of all the parties as they perform their respective roles and meet their responsibilities.

## **ARTICLE XIV NO STRIKE CLAUSE**

1. The Association 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, boycott, picketing, work stoppage, refusal to work, withholding of services or any interference with the operations, services or any of the functions of the City. During the period of negotiations between the Association 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 Association.

2. The Association agrees that it will not ratify, condone or lend support to any violation of Section 1 above by any employee or employees that it will immediately order that such violation cease forthwith, that work be fully and promptly resumed and that the employee or employees comply promptly with the provisions of this Article. Any employee or employees who engage or participate in any of the prohibited conduct described in Section One above shall be subject to disciplinary action, up to and including reprimand, suspension and discharge.
3. 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 Association 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 Association;
  - c. Notify the employee or employees, in writing, of the disapproval of such action by the Association 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. Notify all members that the Association 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 Association agrees that it will support and assist the City in maintaining the continuity of the normal and usual services of the Department.

4. In the event that any employee or employees engage or participate in any of the prohibited conduct described in Section 1, the City shall have the unqualified right to institute and pursue legal action to enjoin the continuance of said prohibited conduct and for other relief or remedies. The Association agrees that such legal action, if initiated or pursued by the City, shall not constitute the exclusive remedy available to the City, nor shall such legal action be construed or deemed to be a waiver by the City of such other rights or remedies as may be available to the City under the provisions of this Agreement or under the provisions of law.

## **ARTICLE XV REPORTING REQUIREMENTS**

In addition to any other reporting requirement any bargaining unit member may have, the bargaining unit members shall report to the Mayor or his designee as requested to discuss goals and objectives, to receive input and direction and to deal with such other matters as the Mayor may deem beneficial to the City of Holyoke.

## **ARTICLE XVI CONSTRUCTION**

1. This Agreement shall be construed as a whole, and no provision shall be construed to be paramount to any other provisions hereof which may be claimed to be in conflict with it, but all parts of this Agreement shall be construed to be of equal importance.
2. This Agreement incorporates the entire understanding of the parties all issued which were or could have been the subject of negotiation.
3. If any provisions of this Agreement should become invalid hereinafter by reason of any change or interpretation of law which is applicable thereto and provided that such change or interpretation is effective to change this Agreement without violation of the obligation of contract, then this Agreement shall be modified only to such extent as is required by such law and shall otherwise be and remain in full force and effect.
4. By mutual consent of the parties hereto, the provisions of Massachusetts General Laws Chapter 150E insofar as it may apply, shall be applicable to the terms of the Agreement. The terms and conditions contained herein shall continue in effect for the current employees covered by this Agreement until such time as a successor Agreement is executed.

## **ARTICLE XVII GRIEVANCE PROCEDURE**

1. Purpose. It will be the purpose of this clause to secure the resolution of grievances at the lowest possible step and to avoid labor disputes.
2. A grievance shall be defined as a claim by the Association that the City has breached, misapplied or misinterpreted this Collective Bargaining Agreement so as to cause a monetary loss or specific professional disadvantage and limited to these circumstances. Such claims shall be resolved by this procedure. It is understood the Association may file and process a grievance on behalf of an employee or any group of employees. The parties agree that two (2) or more separate concurrent grievances involving the same matter or question and which affects a group of class members may, but mutual agreement and in writing between the Mayor or his/her designee and an Association Representative, be consolidated and processed as a single grievance.
3. Any grievance shall be waived if not filed within twenty (20) days of the event that caused the grievance. A grievance shall be waived as well by filing any legal action or administrative proceeding (including before the Civil Service Commission, State Labor Relations Commission, MCAD or EEOC) which involves the same facts or portion of the facts involved in the grievance.

4. All days described herein are working days unless otherwise specified. All time limits are maximum and shall be extended only in writing between the parties. The failure to follow any time limit herein shall be a waiver of the grievance. A waiver shall render a grievance null and void and withdrawn from arbitration.
5. STEP I: Within twenty (20) calendar days of the event, the employee and/or the Association shall file a written grievance with the employee's Appointing Authority or, if the Appointing Authority is the Mayor, with the Personnel Director. Within twenty (20) calendar days after the filing of the grievance, the Appointing Authority or Personnel Director shall meet with the employee and/or an Association Representative in an attempt to resolve the grievance. Within ten (10) calendar days of such discussion, the Appointing Authority or Personnel Director shall deliver a written decision regarding the grievance to the employee and/or the Association. If the Appointing Authority's or Personnel Director's decision is unsatisfactory to the employee and/or the Association or no decision is received within ten (10) calendar days of the meeting, the employee and/or the Association may submit the grievance in accordance with Step II.
6. STEP II: Within fifteen (15) calendar days of either receipt of the decision at Step I or the date such decision was due, the employee and/or the Association shall file the grievance with the Mayor or his/her designated representative. The Mayor or his/her designee shall meet with the employee and/or the Association's Representative within ten (10) days to attempt to resolve the matter. The Mayor or his designee shall respond to the grievance within ten (10) calendar days of the meeting. If the Mayor's or his/her designee's decision is unsatisfactory to the Association or no answer is received within ten (10) calendar days of the meeting, the grievance may be processed at Step III.
7. STEP III: Within twenty (20) calendar days of either receipt of such decision at Step II, or the date such notice was due, the Association shall file a demand for arbitration with the American Arbitration Association. The parties agree that they shall abide by the rules of the American Arbitration Association for the selection and appointment of an arbitrator. The Arbitrator shall hold a hearing in accordance with the time limits set forth in the rules and regulations of the American Arbitration Association. The decision of the Arbitrator shall be binding and final on the parties. All costs of arbitration shall be borne equally by the parties.

## **ARTICLE XVIII NON-DISCRIMINATION CLAUSE**

1. The Employer and the Association agree not to discriminate against any person covered by this Agreement with respect to their employment based on their race, religious creed, national origin, ancestry, age (if forty [40] years of age or older), sexual orientation, gender, gender identity, pregnancy, pregnancy-related condition or exercising or choosing to refrain from exercising their right to join a Union or engage in concerted and lawfully protected activity or other basis protected by applicable law, including, but not limited to, qualified handicapped persons who can perform the essential functions of a position with reasonable accommodation. The parties further agree that employees are prohibited from discriminating against any person with whom they come in contact with during the course of their employment based on their race, religious creed, national origin, ancestry, age, gender, gender identity, pregnancy, pregnancy-related condition, sexual orientation, handicap or other basis protected by applicable law, including, but not limited to, their exercising or choosing to refrain from exercising their right to join a Union or engage in concerted and lawfully protected activity.

2. The Employer and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination and the parties mutually agree that no employee should engage in or be subjected to such harassment. Employees who engage in such conduct shall subject themselves to disciplinary action. The term "sexual harassment" as used herein shall mean sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
  - a. Submission or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as the basis for employment decisions;
  - b. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.
3. Employees who have been subject to or have information about an incident or incidents of sexual harassment must report same in writing immediately in accordance with the Employer's written sexual harassment policy. A grievance alleging a violation of this Article or other unlawful discrimination shall be filed initially at Step II of the Grievance Procedure. Such action must be brought in writing within twenty (20) working days from the alleged act or occurrence.
4. Arbitration Waiver. If a matter is presented to any federal or state commission/agency, then the party so presenting waives their right to arbitrate the matter.

## **ARTICLE XIX CONTINUITY OF SERVICE**

1. An employee who is laid off due to lack of work and/or lack of funds and is subsequently rehired by the City shall not forfeit his/her seniority and length of continuous employment for purposes of calculating vacation, longevity, sick leave, personal days and all other applicable City benefits.
2. Employees who have been laid off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years. The recall period shall commence on the first calendar day after the last day which the employee worked.
3. During the recall period, employees shall be notified by certified mail to their last address of record, and will have fifteen (15) calendar days to accept or reject such position by certified mail and will be given preference for positions as they develop in inverse order of their respective layoff and all benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

## **ARTICLE XX SUSPICION-BASED DRUG TESTING**

1. Reasonable Suspicion. Reasonable suspicion testing shall be administered when the Employer observes conduct indicating that an employee is under the influence of drugs or alcohol, or the Employer has reason to believe that an employee is in violation of this policy. The determination that

reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Objective factors to be considered in evaluating an employee include, but are not limited to, the following:

- a. Balance (sure/unsure/questionable);
  - b. Walking (steady/unsteady/questionable);
  - c. Speech (clear/slurred/questionable);
  - d. Attitude (cooperative/uncooperative/questionable);
  - e. Eyes (clear/bloodshot/questionable);
  - f. Odor of alcohol (none/strong/questionable); and
  - g. Driving behavior
2. All testing by the City shall be conducted by the Occupational Health Service of Holyoke Medical Center and shall be paid for by the City. A member so tested may submit the results of another test arranged by the member and conducted within forty-eight (48) hours by the Occupational Health Service or another certified facility. The results of both tests will be given equal weight in consideration of the matter by a determining authority. At the time any such test is provided, the employee shall be informed of the test(s) to be performed and a description of the testing procedure.

**ARTICLE XXI  
DURATION**

This Agreement shall be effective on July 1, 2022 and shall be in effect through June 30, 2023, as agreed upon by both parties.

Either party desiring to enter into a successor Agreement upon expiration of this Agreement may notify the other party in writing no earlier than December 1, 2022 of their desire to commence collective bargaining negotiations for a successor Agreement. Both parties shall be bound by this Agreement until such time as a successor Agreement is executed.

IN WITNESS WHEREOF, on this \_\_\_\_ of \_\_\_\_\_, 2022, the City of Holyoke has caused its corporate seal to be hereto affixed in its name and behalf by the Acting Mayor, Terence Murphy, and the Holyoke Professional Supervisors Association of said Association.

CITY OF HOLYOKE:

HOLYOKE PROFESSIONAL  
SUPERVISOR ASSOCIATION

\_\_\_\_\_  
Joshua A. Garcia, Mayor

\_\_\_\_\_  
Jeffrey Burkott, President of Association

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa A. Ball, City Solicitor

**EXHIBIT “A”**



**CLASSIFICATION & COMPENSATION PLAN**  
**Professional Supervisors Association**  
*Effective July 1, 2022*

	MIN	MID	MAX
<b>GRADE 6</b>	<b>\$40,558.69</b>	<b>\$46,642.49</b>	<b>\$53,638.87</b>
<b>GRADE 7</b>	<b>\$43,567.25</b>	<b>\$50,102.34</b>	<b>\$57,617.69</b>
Safety Inspector Animal Control Officer			
<b>GRADE 8</b>	<b>\$47,930.18</b>	<b>\$55,119.71</b>	<b>\$63,387.66</b>
Assistant Director of Parks & Recreation Planner I Development Specialist National Service Officer			
<b>GRADE 9</b>	<b>\$53,006.48</b>	<b>\$60,957.45</b>	<b>\$70,101.07</b>
Assistant Director of Council on Aging Curator & City Historian Sealer of Weights & Measures Planner II Senior Project Manager			
<b>GRADE 10</b>	<b>\$58,641.06</b>	<b>\$67,437.22</b>	<b>\$77,552.80</b>
Director of Wistariahurst Museum Conservation & Sustainability Director Veteran's Services Commissioner Property Maintenance & Demolition Supervisor Chief Official of Wires Assistant Building Commissioner			
<b>GRADE 11</b>	<b>\$64,864.96</b>	<b>\$74,594.70</b>	<b>\$85,783.91</b>
Assistant Director of Planning Assistant Director of Economic Development Senior Civil Engineer			
<b>GRADE 12</b>	<b>\$71,760.86</b>	<b>\$82,524.99</b>	<b>\$94,903.74</b>
Building Commissioner Director of Council on Aging Director of Parks & Recreation Chief Procurement Officer			
<b>GRADE 13</b>	<b>\$77,788.32</b>	<b>\$89,456.57</b>	<b>\$102,875.05</b>
Assistant Superintendent/City Engineer Director of Public Health			

Effective July 1, 2022, or upon ratification of the agreement by both parties, whichever is later, implement the following salary adjustments for the individuals currently holding the following positions:

xviii.	Chief Procurement Officer	\$75,000
xix.	Assistant Director of Planning/Principal Planner	\$75,000
xx.	Planner II	\$58,000
xxi.	Assistant Director of Economic Development	\$75,000
xxii.	Director of Public Health	\$78,000
xxiii.	Safety Inspector	\$50,000
xxiv.	Assistant Director of Council on Aging	\$55,000
xxv.	Director of Veteran Services	\$75,000
xxvi.	Director of Council on Aging	\$75,000
xxvii.	Assistant Director of Parks & Recreation	\$55,000
xxviii.	Animal Control Officer	\$50,000
xxix.	Building Commissioner	\$85,000
xxx.	Director of Conservation & Sustainability	\$65,000
xxxi.	Wistariahurst Director	\$63,000
xxxii.	City Historian	\$55,000
xxxiii.	Assistant Building Commissioner	\$72,000
xxxiv.	Inspector of Wires	\$70,000

**EXHIBIT “B”**

***CITY OF HOLYOKE***

***PERFORMANCE EVALUATION SYSTEM  
FOR SUPERVISORY AND PROFESSIONAL  
EMPLOYEES***



***Guidelines for Using the Performance Evaluation System  
for Supervisory and Professional Employees***

**I. Introduction**

Effective performance feedback is critical to the success of the City of Holyoke and to the individual employee. A strong performance communication process:

- Helps employee improve what they do and how they do it, enabling them to give greater support to the goals of their department and of the City of Holyoke;

- Fosters an environment of continuous feedback and professional growth;
- Creates a shared understanding of the skills and abilities necessary to be a successful supervisor;
- Provides supervisors with an action plan to develop the skills and behaviors that will ensure their success and the success of their unit.

There are many reasons for implementing a system to evaluate supervisory / professional employee performance. The following three are common reasons for performance evaluation of such employees:

- To ensure that both the employee and his or her evaluator have a clear understanding of what is expected in terms of job performance, what standards or objectives are to be pursued and how they relate to the professional's particular job.
- To encourage a dialogue between the two parties about the employee's overall performance pattern. The purpose of the dialogue is to allow for the direct recognition of achievements and strengths, as well as the identification of areas needing improvement.
- To serve as a mechanism for discussing the supervisor's career growth potential and for planning professional development activities that advance his/her career goals. Appraisal may also be factored into other personnel decisions.

The evaluation process provides a system for the comprehensive and ongoing communication of expectations and instruction, not simply the completion of a form.

The Mayor or her designee shall be responsible for all Department Head (Unit A) evaluations. Individual Department Heads shall be responsible for Professional Employee (Unit B) evaluations.

## **II. How Often Should an Evaluation Take Place?**

Performance evaluation works best when it is an ongoing process and when the evaluator frequently meets, both formally and informally, with the supervisor to discuss progress from both perspectives. Regular informal communication is strongly recommended.

The system requires three (3) formal sessions:

- (1) A meeting at the beginning of the appraisal year to review the evaluation criteria and to establish what is expected in terms of performance, specifically to set five (5) key responsibilities or goals for the year.
- (2) A midyear review to assess and measure progress for the first six (6) months against the established criteria.
- (3) An annual review to appraise the supervisor's overall performance for the full appraisal year and to discuss any plans for future development needs. This meeting will usually lead to the first formal session to establish goals for the next appraisal year.

## **III. Performance Planning Process**

The performance planning process should begin with the development of, and agreement on the employee's key responsibility objectives for the appraisal year. Since these statements are to be used to evaluate the employee's performance, they should clearly spell out the key outcomes and results that the employee is expected to achieve in the upcoming appraisal year. When the key responsibility statements have been developed and agreed upon, they should be recorded on the *Performance Plan* form. These goals should vary from year to year based on changing operational needs and objectives.

Additionally, during the initial performance planning meeting, the employee and his or her evaluator should review the position's job description. They should use the job description to develop five (5) essential objectives of the position. These essential objectives should also be recorded in the *Performance Plan* form. However, these five (5) objectives

should remain static and should not vary from year to year, unless the responsibilities of the position have changed or the job description has been amended.

Some things to keep in mind when developing key responsibility objectives:

- Goals should be **SMART**: **S**pecific, **M**easurable, **A**ttainable, **R**elevant and **T**imebound;
- Each objective should begin with an action verb – a word that provides direction and signifies action or accomplishment (e.g., “to increase”, “to reduce”, “to maintain”, “to develop and implement”, etc.);
- Objectives should relate to a single key outcome or result. All objectives should specify what is to be accomplished, not how. Only one result should be sought; more than one may make appraisal difficult;
- Include one or more measures of performance – how much is to be accomplished (quantitative) or how well it is to be done (qualitative). A time frame for completion also should be included.

#### **IV. The Midyear Review Process**

During the midyear review process, the evaluator will review the employee’s performance for the first six (6) months. This involves completing the *City Supervisors and Professional Employees’ Performance Evaluation* form, evaluating the supervisor against the agreed upon objectives, as well as standard supervisory objectives. When evaluating the supervisor’s performance on the agreed upon objectives, comments are strongly encouraged because they help to clarify the supervisor’s appraisal, so that he or she is aware of expectations.

The *City Supervisors and Professional Employees’ Performance Evaluation* form also contains a comment page where specific issues and/or concerns may be addressed so that the supervisor will have the opportunity to take corrective action before the annual review.

After completion of the *City Supervisors and Professional Employees’ Performance Evaluation* form, the evaluator should meet with the supervisor individually in a comfortable setting, with no interruptions, to discuss his or her appraisal. The supervisor and the evaluator will review each item on the form and discuss in detail the rating given. Both will then sign the form, indicating that the session was held and that the supervisor understands the appraisal.

#### **V. The Annual Review Process**

The annual review follows essentially the same process as the midyear review, with a few exceptions:

- The appraisal is for the full year of performance (not just the six (6) months following the midyear);
- The supervisor and the evaluator will discuss any professional development needs at this time;
- The supervisor will sign the form indicating the session was held and that s/he understands the appraisal;
- The performance planning process for the upcoming appraisal year should occur, including identifying any areas where corrective action steps are immediately required.

*City of Holyoke  
Performance Plan for City Supervisors  
and Professional Employees*

Employee Name:		Title:	
Department:		Evaluator:	
Position Start Date:		Appraisal Year:	

- I. Position’s Essential Objectives** –Review the position’s job description and utilize it to develop five (5) essential objectives for this position. These five (5) objectives should remain static and should not vary from year to year, unless the responsibilities of the position have changed or the job description has been amended.

Objective 1	
Objective 2	
Objective 3	
Objective 4	
Objective 5	

- II. Key Responsibilities: Objectives and Expectations** – Together, the evaluator and the supervisor should develop and agree on the supervisor’s key responsibility objectives for the appraisal year. Since these statements are to be used to evaluate the supervisor’s performance, they should clearly spell out the key outcomes and results that the supervisor is expected to achieve in the upcoming appraisal year. These goals should vary from year to year based on changing operational needs and objectives.

Goal 1	
Goal 2	
Goal 3	

Goal 4	
Goal 5	

***City of Holyoke  
City Supervisors and Professional Employees’  
Performance Evaluation***

Employee Name:		Title:	
Department:		Evaluator:	
Position Start Date:		Appraisal Year:	
Evaluation Type:	<input type="checkbox"/> Annual <input type="checkbox"/> Midyear <input type="checkbox"/> Probationary <input type="checkbox"/> Other:		

**III. Performance of Position’s Essential Objectives** – As developed from job description (these should not vary from year to year, unless the job description has changed):

1 = Below Expectations    2 = Needs Improvement    3 = Met Expectations    4 = Exceeded Expectations    5 = Outstanding						
	1	2	3	4	5	Comments
Objective 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Objective 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Objective 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Objective 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Objective 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**IV. Key Responsibilities: Objectives and Expectations** – As set during initial performance planning meeting of the appraisal year (attach copy of completed *Performance Plan*):

1 = Below Expectations    2 = Needs Improvement    3 = Met Expectations    4 = Exceeded Expectations    5 = Outstanding						
	1	2	3	4	5	Comments

Goal 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Goal 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Goal 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Goal 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Goal 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**V. General Supervisory Standards and Expectations**

1 = Below Expectations 2 = Needs Improvement 3 = Met Expectations 4 = Exceeded Expectations 5 = Outstanding  
N/A = Not Applicable

	1	2	3	4	5	N/A	Comments
<b>Budget Management</b> – Maintains appropriate budgetary controls; monitors activities; initiates timely and effective correcting actions; stays within budget; and makes appropriate budgetary recommendations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Commitment to Department</b> – Strives to meet high standards through reducing the burden on those served; continually improving business practices; producing results; and working to improve processes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Communication</b> – Communicates clearly; listens effectively; keeps others informed of necessary and factual information; and deals effectively with conflict.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Dependability</b> – Reliable; completes assignments in a timely manner; follows through on assignments; and completes fair share of the department’s work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Developing Others</b> – Effectively and timely evaluates subordinates; encourages and initiates regular discussion of performance with subordinates; and fosters the learning and development of others through coaching, managing performance, and mentoring.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Initiative</b> – Thinks ahead of the present to act on future needs and opportunities; identifies problems, obstacles, or opportunities; and takes action to address issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



<b>Leadership</b> – Articulates and encourages enthusiasm for a shared vision, mission, and/or change initiative along with guiding the performance of others, holding them accountable for their actions and setting good examples for subordinates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Managing Change</b> – Initiates change effectively and adapts to necessary changes in operations; has a positive attitude towards operational changes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Planning</b> – Bases plans on department mission and goals and a thorough analysis of relevant facts; justifies costs and benefits; sets realistic goals and schedules; effectively delegates; and coordinates and promotes innovation in achieving goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Policies &amp; Procedures Compliance</b> – Adheres to standard operating procedures and ensures compliance with written policy directives; meets deadlines as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Relationships</b> – Develops and maintains effective working relationships with others; treats customers, the public and staff with courtesy, respect, dignity, fairness, and honesty; and presents a positive public image.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Staffing</b> – Selects high performers; matches employee skills and abilities with job requirements; and assigns appropriately for workload.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Teamwork &amp; Cooperation</b> – Works cooperatively with others; keeps others informed of necessary and factual information; works together as opposed to working separately; facilitates the operation of a team of which s/he is a part; and fosters teamwork.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Work Products</b> – Produces reports, correspondence, and other work products which meet the intended objectives, demonstrate professional competency, and reflect acceptable quality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**VI. Professional Development Plan** – For *midyear evaluations*, indicate specific areas where supervisor needs improvement or describe specific steps the supervisor can take to develop or improve prior to his or her annual evaluation. For *annual evaluations*, identify any suggestions for training, development and/or improvement during the next fiscal year.

**Comments:** \_\_\_\_\_

**VII. Additional Comments** – Indicate any additional comments here.

**Comments:** \_\_\_\_\_

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Supervisor-Employee's Signature**

\_\_\_\_\_  
**Date**

## EXHIBIT “C”

### UNIT A- DEPARTMENT HEADS

1. Director of Parks & Recreation – Appointed for a term of five (5) years by the Parks & Recreation Commission and confirmed by City Council
2. Conservation Director- Appointed for a term of five (5) years by the Conservation Commission
3. Director of the Council on Aging - Appointed for a five (5) year term by the Mayor
  
4. Director of Wistariahurst – Appointed for a five (5) year term by the Mayor
5. Veterans Services Commissioner- Appointed for a term of one (1) year by the Mayor, subject confirmation by City Council
6. Chief Procurement Officer - Appointed for the first term of three (3) year by the Mayor and then subsequent terms of four (4) years, by the Mayor, subject to confirmation by the City Council
7. Director of Public Health - Appointed for a five (5) year term by the Board of Health
8. Building Commissioner – Appointed for a term of three (3) years by the Mayor

### UNIT B- PROFESSIONALS

1. Assistant Building Commissioner – Appointed by the Mayor for a period of three years
2. Chief Inspector of Wires - Hired by the Mayor
3. Property Maintenance and Demolition Supervisor – Hired by the Building Commissioner
4. Animal Control Officer – Appointed by Board of Health
5. Assistant Director of Planning / Principal Planner – Hired by the Planning Board
6. Planner II – Hired by the Planning Board
7. Planner I – Hired by the Planning Board
8. Assistant Superintendent / City Engineer - Appointed by the Mayor
9. Senior Civil Engineer – Hired by the Board of Public Works
10. Safety Officer – Hired by the Board of Public Works
11. National Service Officer – Appointed by the Director of Veterans Services
12. Assistant Director of Parks & Rec (formerly Recreation Coordinator) – Hired by the Parks & Recreation Commission
13. Assistant Director of Economic Development – Hired by the Director of Planning and Economic Development
14. Development Specialist – Hired by the HEDIC Board/ Director of Planning and Economic Development
15. Senior Project Manager – Hired by the Director of Planning and Economic Development

16. Assistant Director of Council on Aging – Hired by the Director of Council on Aging
17. City Historian- Hired by the Mayor
18. Sealer of Weights and Measures- Hired by the Mayor
19. Mass in Motion Coordinator- Grant funded, hired by the Director of Planning and Economic Development

**ARTICLE XXI  
DURATION**

This Agreement shall be effective on July 1, 2022 and shall be in effect through June 30, 2023, as agreed upon by both parties.

Either party desiring to enter into a successor Agreement upon expiration of this Agreement may notify the other party in writing no earlier than December 1, 2022 of their desire to commence collective bargaining negotiations for a successor Agreement. Both parties shall be bound by this Agreement until such time as a successor Agreement is executed.

IN WITNESS WHEREOF, on this 19<sup>th</sup> of October, 2023, the City of Holyoke has caused its corporate seal to be hereto affixed in its name and behalf by the Acting Mayor, Terence Murphy, and the Holyoke Professional Supervisors Association of said Association.

CITY OF HOLYOKE:

HOLYOKE PROFESSIONAL  
SUPERVISOR ASSOCIATION

\_\_\_\_\_  
Joshua A. Garcia, Mayor

\_\_\_\_\_  
Jeffrey Burkett, President of Association

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa A. Ball, City Solicitor