

Police Department  
City of Holyoke

Agreement  
International Brotherhood of Police Officers  
Local #409

And

The City of Holyoke, Massachusetts

SIGNED:

EFFECTIVE: July 1, 2019

EXPIRES: JUNE 30, 2022

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## AGREEMENT

This AGREEMENT executed at Holyoke, Massachusetts, on \_\_\_\_\_, 2020, by and between the City of Holyoke, Massachusetts, hereinafter sometimes designated and referred to as the city or the Employer and the International Brotherhood of Police Officers, located at Boston, Massachusetts, 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 Paragraph 19 in this Agreement, hereinafter designated and referred to as the employees.

## WITNESSETH

WHEREAS, in the manner and to the extent provided in this Agreement, the City, the Union, and the Employees desire to enter into an agreement relating to wages, hours, and other conditions of employment.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the performance of this Agreement, as hereinafter set forth, the City, the Union, and the Employees hereby mutually and jointly agree as follows:

### ARTICLE I PREAMBLE

Paragraph 1.1. 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 employee, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation of the rights and benefits of the employees as described in this Agreement, to

provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operations and quality of performance and to assure the continuity of the operations, facilities and services under the jurisdiction of the City.

Paragraph 1.2. 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 in complying with the policies, procedures, and regulations and standards prescribed by the City.

Paragraph 1.3. Except when otherwise specifically provided, references in this Agreement to numbered articles and paragraphs refer to correspondingly numbered articles and paragraphs in this Agreement. The Police Department and the Chief of Police of the City of Holyoke will be designated and referred to as the "Department" and the "Chief" respectively. Local Union NO. 409 of the International Brotherhood of Police Officers will be designated and referred to as "Local 409."

Paragraph 1.4. It is the intent of this Agreement to develop cooperation between the City and this Local which may tend to develop a better working system, which in turn, will result in a more efficient operation and improve the relationship between the City, its employees, and the public.

Paragraph 1.5. If upon receipt, the City provides the Union with a false financial report, such information being disproved by contradictory documentation, such action shall be subject to the grievance procedure.

## ARTICLE II UNION RECOGNITION

Paragraph 2.1. Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of

Massachusetts, the City, during the term of and to the extent provided in this Agreement, recognizes the Union as the exclusive collective bargaining representative and respect to wages, hours and conditions of employment for the employees employed by the City in its police department in the bargaining unit consisting of all regular sergeants, lieutenants, and captains, and the deputy chief of Holyoke Police Department.

The City designates the Chief of Police as the agent of the City with respect to all matters pertaining to the administration of the provisions of this Agreement, provided however, that the Mayor may, at his discretion and upon notice to the Union, in writing, act as the agent of the City in the handling of any matter pertaining to the administration of the provisions of this Agreement, or, he/she may designate to the administration of the provisions of this Agreement, or, he/she may designate another person to act as an agent of the City for the purposes of collective bargaining. The Union designates the president and vice president of its Local Union No. 409 located at Holyoke, Massachusetts, as the agents of the Union with respect to all matters pertaining to the administration of the provisions of this Agreement, provided however, that the Union may, at its discretion and upon notice to the City, act in its own behalf in the handling of any matter pertaining to the administration of the provisions of this Agreement. The provisions of this paragraph are intended only to describe the employees covered by this Agreement and to any particular work and all references to an employee or employees in this Agreement shall be deemed to include male and female employees, as the case may be.

Paragraph 2.2. Subject to the terms and provisions of this Agreement and in accordance with the provisions of Chapter 150E of the Massachusetts General Laws, each employee in the Bargaining unit (1) who, on the date of this Agreement, has completed his probationary period as provided in article seven shall, beginning on July 1, 1979, and as a condition of continued employment by the City during the term of this Agreement, pay an agency service fee to the Union and each employee in the bargaining unit (2) who, on the date of this Agreement, has not completed his probationary period and each new employee in the bargaining unit whose employment by the City begins after the date of this Agreement shall, beginning on the first (1<sup>st</sup>) day of the month following the completion of his probationary period, and as a condition of continued employment by the City during the term of this Agreement, pay an agency service fee to

the Union.

Paragraph 2.3. Nothing in this Agreement shall limit or restrict the right of professional consultants, engineers, technicians or craftsmen employed by the City or Union, or engaged professionally and members of their respective staffs from performing, for or on behalf of the City or Union, work incidental to their normal functions and responsibilities.

Paragraph 2.4. Recognizing that the principal duties, functions and responsibilities of the members of the Department and to provide for the safety of the residents of the City and that the adequate and continuous performance of these duties, functions, and responsibilities is indispensable to the public safety and welfare, it is agreed that nothing in Article Two, or in this Agreement shall in any way limit or restrict the right of the police officers or the police reserves to perform the work usually performed by the patrolmen or ranking officers or the right of the Mayor or the Chief to order the ranking officers or the police reserves to perform said work, provide however, use of reserves shall be governed by Paragraph 8.2.

Paragraph 2.5. Except as expressly abridged by the terms and provisions of this Agreement, 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 in accordance with the agreements contained below regarding the use of reserves, auxiliaries and the apprentice program, and the right to control and direct the use of tis properties and facilities are vested exclusively in the City. These rights include without being limited to, the right to control, determine and change the extent to which the properties and facilities under the control or supervision of the City shall be operated, located, increased, decreased or discontinued and to introduce, change, discontinue and operate new or improved facilities, methods, techniques and processes and the Union shall be so informed within a reasonable time; to control, determine and change operating, overtime, emergency, experimental, training and working assignments and schedules, provided however, that the overtime compensation presently provided shall not be eliminated; 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 forces. To select, test, train, and determine the ability and the qualifications of the employees; to determine,

control, establish, discontinue, and change the extent of, and the methods, procedures, programs, or tactics used in furnishing services to the citizens of the City of Holyoke; to employ, promote, discipline, and to discharge for just cause, as this term is used in Chapter 31 or the Civil Service Law, lay off, transfer and retire the employees and to determine and make changes in job standards, frequency and standards of inspection and the size of the work force; to, during working hours and on the premises under the control of supervision of the City, limit Union activities, the distribution of literature and solicitation for money or other purposes; to establish, distribute, modify and enforce rules of employee conduct and manuals of operating procedures and safety procedures and to control, determine, direct 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 determine, control and change standards for leave of absence and to determine, establish and change any form of employees' 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 maintain or improve efficiency within its operations and facilities and all other rights pertaining to the operation and management of the business and affairs of the Department. The failure by the City to exercise any of the rights as provided in this Agreement shall not be construed to constitute a waiver of or any restriction upon the inherent and legal rights of the City to control, direct, manage and make changes in the operations and the affairs of Department, except as specifically provided in this Agreement. The exercise by the City or by the Chief of the rights as provided in this Paragraph shall not be subject to the grievance procedure or to arbitration as provided in this Agreement unless such exercise is contrary to one (1) or more specific provisions of this Agreement.

#### Paragraph 2.6. - NON-DISCRIMINATION

##### Section 1:

- (a) The Employer and the Union 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], sex, or other basis protected by applicable law including but not limited to qualified handicapped persons who can perform the essential

functions of the 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, sex, handicap or other basis protected by applicable law.

- (b) The Employer and the Union agree not to discriminate against any employee based on his/her status with respect to Union membership or for exercising any right under this Agreement or applicable state law.

### Section 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 is 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.

### Section 3:

Employees who have been subject to or have information about an incident or incidents of sexual harassment must report same in writing immediately to the Chief of Police or his/her designee. A grievance alleging a violation or other unlawful discrimination of this Article shall be filed initially at Step 1 of the grievance procedure (Paragraph 18.3). Such action must be brought within ten (10) days, exclusive of Saturdays, Sundays and the holidays names in Article 16, from the alleged act or occurrence.



#### Section 4:

If the grievance is not resolved at Step 1 and if the Union wishes to pursue the matter, the employee and the Union must both agree to an election of forums/remedies. In order to proceed to arbitration, a demand must be filed by the Union in the manner and within the time limits set forth in Step 4 of the Grievance Arbitration Procedures. Within thirty (30) calendar days of filing for arbitration, the employee and the Union must execute a signed election of forum/remedy choosing an arbitrator, as the sole and exclusive forum for resolving the discrimination claim and expressly electing to forego their right to proceeding with the matter before the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission, other administrative agencies and/or the Courts. No grievance will be processed further unless such a signed election is presented to the Employer within thirty (30) calendar days if the ten (10) calendar day time limit set forth for going to Arbitration under Paragraph 18.4(a) of this Agreement.

None of the provisions of Paragraph 2.4 or Paragraphs 2.5 shall in any manner limit or restrict the right of the Union to represent the employees in the bargaining unit with respect to wages, hours and conditions of employment as provided in Paragraph 2.1. The City and the Union agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, sex, national origin or ancestry, membership or non-membership in the Union and that they will not, during the term of this Agreement or at any other time, directly or indirectly, or in any manner whatsoever, apply or attempt to apply any discipline, discrimination or penalty against any employee who engages or refrains from engaging in lawful Union activities, except that this provision shall not operate to prevent the imposition of internal discipline by the Union upon members pursuant to provisions of the Union's Consultation.

Paragraph 2.7. This Agreement shall not be construed to deprive the employees or the City of the benefits provided by the present statutes of the Commonwealth of Massachusetts or the present revised ordinances of the City of Holyoke, provided however, that were there is a conflict between the provisions of this Agreement and the statutes of the Commonwealth of Massachusetts and the City ordinances, the terms of this Agreement shall prevail in accordance with the provisions of

Section 7 in Chapter 150E of the Massachusetts General Laws.

Paragraph 2.8. In principle, the Union and the City agree that all officials and employees have the right to self-organization and the right to join, form or assist and represent any employee for the purpose of collective bargaining on question of wages, hours and other conditions and terms of collective bargaining or other mutual aid and protection, free from interference, restraint and coercion. It is further understood that this paragraph does not in any way infringe on any existing or future laws or decisions regarding the performance of Union Duties and Employee Lawful Actions.

### ARTICLE III UNION REPRESENTATIVES

Paragraph 3.1. The City and the Department will deal with the President of Local 409 or with the National Representative of the Union with respect to matters pertaining to the administration of the provisions of this Agreement. To the extent provided in this article and as specifically provided in Paragraph 18.3. The Department will deal with the accredited shift stewards designated by the Union with respect to grievances. The Union shall as soon as reasonable possible after the execution of this Agreement, furnish to the Department in writing, the name of the President of Local 409, the National Representative of the Union and of the shift stewards with whom the Department will be requested to deal as provided in this paragraph. The Union shall promptly notify the Department in writing of any changes in the identity of the President of Local 409, the National Representative and the shift stewards.

Paragraph 3.2. The President of Local 409 or his designee shall have access to the office of the Chief at reasonable periods during the hours when the office of the Chief is open for business, for the purposes provide din Paragraph 3.1. The Union recognizes that said access shall not prevent or impede the Chief from discharging his primary responsibility - to manage the Department. Recognizing this, the Union agrees that all such meeting shall take place weekly unless an emergency or press of business forces a cancellation. The City recognizes the right of the Union to request meetings with the Mayor, to discuss matters of collective bargaining and contract administration. Refusal of the Mayor to meet or delegating the meeting shall not be a subject of grievance. All matters

pertaining to the administration of the provisions of this Agreement shall be initiated at the office of the Chief and shall not be handled on the other premises under the control or supervision of the Department or of the City except as specifically provided in Paragraph 3.4.

Paragraph 3.3. The Union or Local 409 may cause the selection of one (1) shift steward for each shift to handle grievances as provided in Paragraph 18.3 and to handle such internal union affairs as may from time to time be delegated to the shift stewards by the Union or by Local 409. Nothing in this article or in this Agreement shall authorize or be construed to authorize a shift steward to be or to act as an agent of or to bind the Union with respect to any of the provisions in this Agreement or as an agent of any employee or employees in any respect whatsoever. In the event of the absence or disability of a shift steward, the President of Local 409 or another shift steward may, in the manner and to the extent provided in this article, act in the place of the absent shift steward. The provisions of this article shall include and apply to the President of Local 409 when he is acting as a shift steward.

Paragraph 3.4. The Chief will upon request by the Union, make reasonable arrangements for the Union, the President of Local 409 and the appropriate accredited shift stewards to discharge their responsibilities under the provisions of this Agreement during working hours and on the premises under the control or supervision of the Department. The Union agrees that in the performance of his/her duties as provided in Paragraph 3.3, a shift steward shall not:

- (a) Leave his/her work post or his/her assigned facility without the prior knowledge and approval of his/her supervisor; nor
- (b) Enter another post or facility without the prior approval of the supervisor of said post or facility, nor shall a shift steward interfere with the work or with the work schedule of any employee of the Department or of the City. Said approval shall not be unreasonably withheld and the approval shall provide for the amount of time for a shift steward to be away from his/her work post of his/her assigned facility for the purposes of Article III. The Union agrees that its National Representatives and the President of Local 409 are agents of the Union and that they shall

exercise responsible judgment and due care in the discharge of their duties and responsibilities under the provisions of this Agreement in a manner which will not interfere with the orderly and efficient operations or with any of the functions of the City or of the Department.

Paragraph 3.5. Nothing in this article or in this Agreement shall authorize or permit an Officer or the National Representative of the Union, the President of Local 409 or a shift steward to give instructions to any supervisory personnel or to any employees of the Department concerning their work, to take any action which will in any way interfere with the operation of the affairs of the Department or of the City or to alter or modify any of the terms or provisions of this Agreement, In the event that the President of Local 409 or a shift steward should assist, cause, encourage, support, threaten or participate in any of the prohibited conduct described in Paragraph 6.1 or engage in any violation of the provisions of this Agreement, the City or the Department may, subject to applicable Civil Service Regulations and pursuant to Paragraph 6.3, invoke disciplinary action up to and including discharge. In the event that the occurrence of the conduct prohibited by the provisions of this Paragraph 3.5 is submitted to arbitration, the sole question to be determined by the arbitrator shall be whether said conduct did in fact occur.

Paragraph 3.6. Nothing in this Agreement or in this article shall in any way limit or restrict the right of the City or the Union to be represented by their respective representatives or attorneys with respect to the administration of the provisions of the Agreement.

Paragraph 3.7. Two (2) of the elected officers of the Union, (President, Vice President, Secretary, Treasurer), shall be granted leave, not to exceed three (3) days during each calendar year to attend NAGE, IBPO or SEIU meetings or conventions. Said leave shall be with full pay and benefits provided, however, that said leave shall not entitle any person to file a claim under M.G.L.A. Chapter 41, section III F or with the City of Holyoke.

Paragraph 3.8. The City agrees that the Union officials have the right to attend meetings and hearings on duty. The Union shall notify the Chief or his/her designee in writing, as to the reason its officials are attending hearings, on duty, as

designated below, and such request shall not be denied by the Chief or his/her designee except for just cause. Only the President will attend such meetings, unless.

1. The matter is scheduled collective bargaining session.
2. Another official is a party to the matter.
3. Another official has been subpoenaed to testify in the matter.
4. The Chief or his/her designee, and the Union mutually agree.
5. The Union official has participated in the investigation and/or preparation of the case.

### MEETINGS AND HEARINGS

Negotiations

Labor Relations Hearings

Arbitrations

Disciplinary Actions

Grievances

City-Union Meetings

Civil Service Hearing

Further, the City agrees that the Union President shall be allowed an additional three (3) hours on duty time to perform Union related matters, every two (2) weeks. The Chief shall be so notified, in writing, as to functions performed by the President of the Union. The Union shall be permitted to use those facilities of the employer for the transaction of Union business during working hours and which have been used in the past for such purposes as union meetings, preparations of cases with its attorneys and the like.

Paragraph 3.9 The City agrees the Union has the right by way of written communication to bring to the attention of the Deputy Chief and/or Captains, matters of concern to the patrol force. Said letters shall not contain references of pending grievances, disciplinary matters and/or collective bargaining,

provided however, that the Union may bring to the attention of the command personnel contract paragraphs in a written letter or memo. Further, the Chief shall be furnished with a copy of said letters and the contents of any written communication shall not be discussed or debated and shall be referred directly to the office of the Chief or his/her designee prior to any discussion to avoid conflict as to any personal interpretation of any provisions of the current Agreement. Further, command personnel shall not interpret the Agreement except that the Chief shall act solely as the administrator of the Agreement. The Chief shall have the option to refer to any matter to a superior officer who has information or is directly related or involved in an issue or matter which is alleged to be in conflict or relates to the current Agreement, except that his reference shall not in any way void the grievance procedure, if any delay is encountered in this decision, unless by mutual agreement between the Chief and the Union, Such notice to any superior officer, in and of itself is not a matter for arbitration, may be used as to notification to the City of the alleged problem, in an arbitration or NLRB hearing, once a grievance has been submitted on a matter or a complaint before the Labor Board.

Paragraph 3.10. The City recognizes that the membership of the Local, when signing a receipt for any general order, ruling, regulation or memorandum, are not waiving any rights they may have either under this Agreement or applicable laws.

Paragraph 3.11. The City further agrees that the officer shall receive a copy of such order etc., upon signing acknowledgment of such order etc.

Paragraph 3.12. The City and the Union agree to establish a committee, consisting of a Captain, a Sergeant from each shift, and the Union officers in order to discuss and make recommendations to the Chief regarding such issuing of orders, etc.. The Union agrees that the Chief will have the final determination as to such orders, etc., dealing with the daily operation of the Department. The City and the Union further agree that where there is conflict with the Agreement or Law, the City or Union may grieve the matter.

Paragraphs 3.13. The City and the Union shall meet on a quarterly basis at a mutually convenient time and place to discuss issues of safety and safety-related concerns. Upon request of either party, said meetings shall take place sooner, if a

safety related emergency exists. If after said meetings, the Chief determines that a safety-related problem exists, he shall make a good faith effort to correct such problem.

Paragraph 3.14. The Chief, or his/her designee, shall make a good faith effort to attend at least three (3) union meetings each calendar year. Failure by the Chief to attend shall not be a matter for a grievance.

#### ARTICLE IV CHECKOFF OF UNION DUES

Paragraph 4.1. During the term of this Agreement, the City agrees that it will, at the written request of employees who sign and deliver to the City a written authorization designated as Authorization For The Deduction of Union Dues in conformity with Appendix "A" attached hereto and made a part of this Agreement, make deductions in the manner and to the extent specifically described in this article, from the wages or salaries due and payable to said employees of their uniform, periodic, regular, current, monthly union dues as members of the Union.

Paragraph 4.2. The deductions from wages or salaries as provided in this article shall be made on the first pay day in each month in an amount equal to the union dues for that month. The deduction from wages or salaries as provided in this article shall be subordinate to first deductions for Federal, State or Municipal Withholding Taxes, and second, deductions for hospital and medical payments, pension or retirement premiums or insurance premiums under a plan sponsored by the City, a Government Agency or by a group of employees of the City.

Paragraph 4.3. The amount of the regular, current, monthly Union dues collected by the City by deductions from the wages or salaries due and payable to the employees as provided in Paragraph 4.1 together with a statement in the form which the City considers convenient and adaptable to its record keeping procedures designating the name of each employee from whose wages or salaries the deductions were made and the amount of each deduction shall be mailed to the Treasurer of the Local Union 409 at Holyoke, Massachusetts, not later than the last day of the next month in which such union dues have been collected by the City. Upon the mailing of the amount of said deductions to the Union, the City shall be relieved of further liability or responsibility to the Union with respect to said funds and the

statement by the City containing the name of each employee and the amount of each deduction shall be deemed to be correct unless within ten (10) days after the receipt by the Union of said statement, the Union notifies the City in writing of an error.

Paragraph 4.4. The authorization For The Deduction of Union Dues referred to in Paragraph 4.1 may be withdrawn by the employee by whom it was executed at any time by giving at least sixty (60) days notice in writing of such withdrawal delivered to the Treasurer of the City at his/her office in Holyoke, Massachusetts and by the filing of a copy of said withdrawal with the Treasurer of the Union at Holyoke, Massachusetts. Said authorization, if not previously withdrawn or canceled shall be deemed automatically withdrawn and canceled and of no further force or effect upon the termination of this Agreement or upon the termination of the employment in the Police Department of the employee by whom it was signed, whichever shall first occur. Notwithstanding any other document, said authorization shall be deemed revocable and subject to withdrawal, automatic cancellation or revocation as provided in this article.

Paragraph 4.5. It is agreed that the obligations of the City with respect to the checkoff of uniform, regular, current, monthly Union dues are limited to the obligations set forth in this article and that these obligations shall not be deemed extended or increased by the provisions of any forms of authorization or by any other means. In particular, the obligation of the City to make deductions from the wages or salaries due and payable to the employees as provided in this article, is limited to uniform, regular, current, monthly Union dues and does not obligate or require the City to collect or deduct fines or assessments of any kind which may be levied on its members, individually or collectively by the Union. The Union agrees that all payments for dues received from the City by deductions from wages or salaries due and payable to the employees under the provisions of this article or received directly from any employee shall be applied solely toward the uniform, periodic, regular, current, monthly Union dues for said employee or employees and that none of said payments shall be applied by the Union toward the payment of fines or assessments of any kind.

Paragraph 4.6. The City shall not be liable to the Union for any error in making or failing to make any deduction required



by the provisions of this article except for willful misconduct or clear lack of good faith, provided however, that upon notice in writing to the City by the Union of such error, the City will make the appropriate deduction in the manner and to the extent prescribed in this article in the next following pay period. The Union agrees that the City shall have the unqualified right to decline to make a deduction or deductions required by the provisions of this article if deemed necessary or prudent by the City to protect itself against assignments, attachments or liens against the wages or salaries of an employee which in the judgment of the City are or may be prior or superior to any deductions authorized pursuant to the provisions of this article.

The Union agrees that nothing in this article shall be construed to obligate or require the City to do anything or to take any action contrary to law or contrary to Government statutes or regulations.

Paragraph 4.7. The City may conclusively rely upon a written statement signed by any person purporting to be the authorized representative of the Union stating the amount of the uniform, periodic, regular, current, monthly union dues. Unless and until advised in writing by the Union that the amount of its uniform, periodic, regular, monthly dues have been changed in accordance with applicable law, the City may conclusively presume that the amount of said monthly dues is unchanged.

Paragraph 4.8. The Union agrees to and does hereby indemnify, defend and hold the City harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the City in reliance upon any information, list, notice, statement or authorization for the checkoff.

Paragraph 4.9. In the event of the breach of any of the provisions of Paragraph 6.4, the obligation of the City under the provisions of this Article Four shall, without the necessity of any action by the City, forthwith and automatically terminate and shall be of no further force or effect.

## ARTICLE V BULLETIN BOARD

Paragraph 5.1. The City will provide a Bulletin Board in an appropriate area designated by the Chief in the Police Headquarters for use by the Union for the posting of official Union notices and bulletins pertaining to the administration of

the internal business and affairs of the Union. Each notice and bulletin shall be signed by the Union Representative responsible for posting it and it shall be the duty of the Union to cause the removal of said notice or bulletin from the Bulletin Board as soon as it has served its purpose. No unsigned notice or bulletin shall be posted on the Bulletin Board. The Union agrees that it will neither cause, encourage nor permit the posting of notices or bulletins which contain material that is: libelous, racist, sexist, seditious, an endorsement of a political candidate, or incites to strike. The City agrees to provide a glass enclosed bulletin board with a 7a lock. The key to said lock shall be provided only to the Union President. Except to the extent specifically authorized in this Paragraph 5.1, there shall be no distribution or posting by any employee, by the Union or by any officer or Representative of the Union of pamphlets, advertising or political matter, notices or literature of any kind on any of the premises used, occupied or under the control of the City.

## ARTICLE VI CONTINUITY OF OPERATIONS

Paragraph 6.1. 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, boycott, picketing, 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 City or of the Department.

Paragraph 6.2. The Union agrees that in the event any employee or employees engage in any of the prohibited conduct described in paragraph 6.1, the Union shall promptly make a good faith effort to bring about immediate compliance with the provisions of this Article by any employee or employees who engage in conduct contrary to the provisions of this Article. The Union agrees that it will not ratify, condone or lend support to any violation of Paragraph 6.1 by any employee or employees, that it will immediately direct that such violation cease forthwith, that work will be fully and promptly resumed, that the employee will comply promptly with the provisions of this Article and the Union will confirm these directives in writing to each employee in violation. No grievance or other dispute shall be taken for discussion or settlement by the City and the Union

until all such violations have been terminated.

Paragraph 6.3. Any employee or employees who engage or participate in any of the prohibited conduct described in Paragraph 6.1 shall be subject to disciplinary action including reprimand, suspension, and discharge and such action, if taken by the City or by the Department shall not be subject to the provisions of Article I. In the event of disciplinary action by the City or by the Department as provided in this Paragraph such action by the City or by the Department shall not be subject to the provisions of Article X except as to the question of whether the employee or employees who were disciplined did in fact participate in or encourage or were responsible for the violation of the provisions of Paragraph 6.1.

Paragraph 6.4. 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 Paragraph 6.1, 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 for 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.

Paragraph 6.5. In the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph 6.1, the City or the Department 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 the Department shall not constitute the exclusive remedy available to the City or to the Department nor shall such legal action be construed or deemed to be a waiver or such other rights or remedies as may be available to the City or to the Department under the provisions of this Agreement or under the provisions of law.

Paragraph 6.6. Both parties to this Agreement recognize the importance of a clearly defined and understood policy of dealing with civil disturbances. To that end the Union shall be afforded the opportunity, with the Chief of Police, to comment upon and suggest changes to the existing policy of the Holyoke Police Department regarding civil disturbances.

## ARTICLE VII HOURS AND OVERTIME

Paragraph 7.1. In the manner and to the extent provided in this Paragraph 7.1 and subject to the provisions of this Article VII, the hours of work for the employees in the bargaining unit shall be as follows:

- (a) Eight (8) consecutive hours of work shall constitute the normal work day. The normal work week shall consist of four (4) consecutive days on duty followed by two (2) consecutive days off duty. Following the initial work week, said four (4) days on duty and two (2) days off duty shall drop back one (1) day every week after which the rotation shall continue. The working cycle for the four (4) and two (2) work week shall be completed in six (6) calendar weeks. In each six (6) week period, an employee who actually worked his full schedule during that period shall receive fourteen (14) regular days off duty. The Chief may change the schedule of days off duty for those employees whose assignments he/she deems as such that it would not be feasible for said employee to work on the rotating schedule as provided in this Paragraph 7.1.
- (b) Without in any way limiting the provisions of subparagraph (a), employees who shall be exempt from the four (4) and two (2) work week and are assigned to work

on a five (5) consecutive day schedule followed by two (2) consecutive days off duty shall include, without being limited to (1) an employee in-service training or the police academy and (2) employees whose assignments are such that they will be assigned to the five (5) days on duty and two (2) days off duty schedule as determined by the Chief.

- (c) Employees assigned to the five (5) day work week described in subparagraph (b) shall receive the same seventeen (17) additional regular days off duty in each calendar year so that each employee assigned to the five (5) day work schedule shall receive the same number of regular days off in each calendar year as are the employees assigned to the four (4) and two (2) work schedule. These seventeen (17) additional days off duty shall be taken by each eligible employee one (1) day every three (3) weeks or in accordance with the schedule determined by the Chief.

Paragraph 7.2. The City will assign all reasonable overtime to the employees in the bargaining unit covered by this Agreement. However, the City reserves its managerial prerogatives to expand the Department to deliver any services which public safety practices require. All assigned, authorized, required and approved duty outside of an employee's regularly scheduled tour of duty, other than off-duty details, including duty on an employee's scheduled, day off or during his vacation, shall be deemed overtime duty as provided in this Paragraph 7.2 shall be compensated at the rate of one and one-half (1-1/2) times his straight hourly rate of compensation.

Paragraph 7.3. An employee covered by this Agreement who is called to report to work outside of his regular tour of duty and reports ready for duty at the time specified, shall be paid for not less than four (4) hours at his overtime rate of pay. An employee who performs continuous duty following his regular tour of duty shall be compensated at the rate of one and one-half (1-1/2) times his straight time hourly rate of pay for an actual number of hours worked following his/her regular tour of duty. An employee who is called in to hourly duty prior to the normal starting time of his scheduled tour of duty and who works continuously to the beginning of his normal scheduled tour of duty shall receive overtime pay for the actual time worked prior to the commencement of his scheduled tour of duty.

Paragraph 7.4. An employee who while off duty is

required by the Department to appear as a witness for the Commonwealth of Massachusetts in a criminal or in a civil matter or Superior Court, or jury of six (6), a license or other Commission, or a show cause hearing, shall be paid not less than four (4) hours at one and one-half (1-1/2) times his/her straight time rate of pay, In the case of a civil matter, the Chief shall receive a copy of such notification to the officer, upon receipt of such notification by the officer. Employees who attend court on their regular work day shall return to work after they are released from court, unless their supervisors approves their release for the day.

Paragraph 7.4A. If an offer is required to "Standby" as a result of a verbal notification or written notice, he/she shall be compensated as provided by the Court time provisions herein contained. He/she shall so notify the Chief or his designee of the notice and shall be required to report to court.

Paragraph 7.5. The City and the Union agree that the provisions of the memorandum as directed by the Chief shall be incorporated into this Agreement, #121 dated March 7, 1985.

Paragraph 7.6. The Chief may designate a day for Departmental inspection and employees ordered to report for such inspection outside of their regularly scheduled duty hours will be paid at the rate of one and one-half (1 ½) times their straight time rate of pay for the actual time spend at such inspection. An employee who is on vacation on a day designated for departmental inspection shall not be required to attend.

Paragraph 7.7. No employee shall be entitled to premium and overtime pay for the duplication of premium pay or the payment of benefits for the same time worked.

Paragraph 7.8. An employee desiring to change his/her day off may do so if he/she can "swap" with an officer having the day desired, subject to the approval of the Chief or his/her designee, and subject to the following:

- (a) Such substitution does not impose an additional cost to the City with regard to the payment of salaries or wages.
- (b) The officer in charge of the shift in which the substitution shall take place be notified two (2) days prior to its

becoming effective, except in the case notification may be made on shorter term.

- (c) Approval is received from the officer in charge of the shift in which the substituting shall take place.

Paragraph 7.9. The City shall continue its practice of allowing time off for employees on Christmas Day which in the opinion of the Supervisory Personnel, such time off will not affect the safety of either the Police Department personnel or the City of Holyoke.

Paragraph 7.10. Compensatory time off, except as otherwise provided for training or court time, shall be granted in lieu of overtime pay only when approved by the Chief of Police or his/her designee. Compensatory time shall become part of the officer's record. At the time of the officers' separation, the resignation from the Department, the officer shall be allowed to be paid back up to four hundred eighty hours (480) of compensatory time that he/she may have accumulated.

Officers wishing to take time off using compensatory time or time owed shall give the Chief seven days' notice of the request. The Chief will do his best to honor the request as long as it does not adversely impact the daily operations of the city. The Chief may also deny the request should it create overtime.

Paragraph 7.11. A copy of overtime worked by employees of the Department will be forwarded to the Union President on a monthly basis.

Paragraph 7.12. The City and Union agree that it shall be the responsibility of the employee to submit his/her overtime slip in the appropriate place to be determined, after the authorization signature has been affixed.

Paragraph 7.13. The City agree that an officer who is required to travel will be entitled to reimbursement up to the following payments in accordance with the City Travel Policy:

Breakfast	\$15.00
Lunch	\$20.00
Supper	\$30.00

Paragraph 7.14. The ability to work outside details is derived from the fact that an individual is a law enforcement

officer hired by a City and/or Town. Based on this fact, outside details are subordinate to the primary goal of staffing the Department. Therefore, the filling of outside details (road jobs, etc.) while the Department overtime is unfilled is prohibited.

Outside details shall only be filled after all Departmental overtime positions are staffed properly. Officers shall be removed from outside details and assigned Department overtime if staffing levels require both regular duty and special assignments.

## ARTICLE VIII WEEKLY COMPENSATION

Paragraph 8.1. Per attached Appendix B.

Paragraph 8.2. Reduction of the Chief's salary by the City Council shall not affect bi-weekly compensation of any superior officer. Said officer's bi-weekly compensation shall remain frozen at the levels they were at immediately prior to any reduction of the Chief's salary.

Paragraph 8.3. The parties acknowledge that occasionally sergeants will be required to act as overall station/shift commanders.

\*Note: The rates set-forth herein also incorporate & reflect a half percent (1/2%) increase in base pay for the elimination of the Article 8.4 out of grade provisions for out of grade pay.

Paragraph 8.4. Overtime Calculation:

- (a) Hourly rate + Training rate + Longevity + Quinn = daily rate of pay.
- (b) Hourly rate + Training rate + Longevity + Quinn X 1.5 = Overtime

## ARTICLE IX WEEKEND DIFFERENTIAL

[Reserved - Formally Weekend Differential]

## ARTICLE X



ARTICLE XI  
TRAINING

Paragraph 11.1. The City agrees that training or instructional duties, as above, will not be scheduled on a member's vacation day or time owed day, providing that such day has been requested by the employee prior to the announced training.

Paragraph 11.2. The City agrees to post such training one (1) month in advance of the day's training. Any additional in-service training above the twenty-four (24) hours as described above, shall entitle the member of the benefits as listed below.

Paragraph 11.3. The Union agrees that a member attending a Mass. Criminal Justice Training Council course or courses offered by an outside agency, upon request and approved by the Chief, will receive compensation in the form of actual time spent at such training and be compensated at time owed, straight time, plus four (4) hours. The member shall be entitled to travel time within twenty-five (25) miles radius at one half (1/2) hour per day. Travel above twenty-five (25) miles radius shall be compensated at actual time traveling.

Paragraph 11.4. The Union, if requested by the City, shall assist in the implementation of a record keeping schedule for such training.

Paragraph 11.5. The Chief, in denying or authorizing a request to take such a course, shall consider the officers background and prior training experience.

Paragraph 11.6. The Union agrees that for the purpose of such training, the employee shall be on the five (5) and two (2) schedule, as provided by this Agreement.

Paragraph 11.7. The parties agree that during the 2003-2005 contract, each superior officer's then current training pay was added to his/her base salary.

Paragraph 11.8. The parties agree that each member shall only take up to five (5) courses per calendar year. Additional courses may be taken only with the prior written approval of the

Chief of Police.

Paragraph 11.9.

Each member will receive \$300.00 annually for Defibrillator Certification.

Each member will receive \$300 annually for First Responder/CPR Certification

Each member will receive \$300 annually for Firearms Proficiency.

ARTICLE XII  
CLOTHING ALLOWANCE

Paragraph 12.1. The Uniform/Dress Code shall be determined by the Chief of Police; any change shall be impact bargained.

Employees shall maintain their uniforms and court clothing and shall present a neat, clean, and professional appearance at all times when representing the Holyoke Police Department. All clothing, badges, police identification, police insignias, and equipment issued by or paid for by the City as reflected in personal property issuance log shall remain the property of the Holyoke Police Department and shall be immediately surrendered to the Police Department upon the cessation of employment.

Paragraph 12.2. The parties recognize that the clothing allowance for employees in the bargaining unit is and has been rolled into the base salaries of employees. Effective July 1, 2016 the parties agree that the clothing allowance shall be increased and the wage schedule in Appendix A shall be increased in an amount equal to four dollars and eighty-one cents (\$4.81) per week for employees of the bargaining unit, other than those new employees who have received the discretionary payment of \$2,000.

ARTICLE XIII  
LONGEVITY

Paragraph 13.1. Each employee who has actually and continuously worked for the City for the accumulated periods of time as provided in this Paragraph, and who is actually working on his/her employment anniversary shall receive annual longevity pay as follows:

<u>Length of Employment</u>	<u>On or After January 1,</u>
<u>2017</u>	
10 or more years	1.5% of base salary
15 or more years	1.75% of base salary
20 or more years	2% of base salary
25 or more years	4% of base salary
30 or more years	5% of base salary

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 employment anniversary.

Paragraph 13.2. The City agrees to prorate to the first day of the nearest month the longevity provisions upon retirement of a regular member of the unit.

Paragraph 13.3. Interruption of continuous employment for the purpose of performing military service shall not be deemed to break the continuity of service with the City in calculating benefits payable under this Article, provided that no employment, other than military service is entered into by the employee during the period of such interruption.

#### ARTICLE XIV HOLIDAYS

Paragraph 14.1. The following shall be considered holidays by the Employer:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Birthday	Veteran's Day
Patriot's day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Paragraph 14.2. For all of the days listed in Paragraph 14.6 every employee shall be entitled to additional compensation determined in accordance with Paragraph 14.3, regardless of said days provided however, that any employee may request permission from the Chief of Police or his/her designee to take an additional duty day off in lieu of additional compensation and, upon approval, may take such day or days off. An employee desiring to take an additional duty day off without loss

of compensation shall submit such a request at least forty-eight (48) hours in advance of the duty day so requested and submit to the Chief a statement setting forth the number of duty days off he/she shall request in the next succeeding calendar year.

Paragraph 14.3 The rate of holiday compensation for each employee shall be computed by dividing the employee's then effective annual rate of compensation by the number of actual working days in that calendar year. The rate so determined shall be multiplied by the difference between eleven (11) and the number of duty days taken off in accordance with the provisions of Paragraph 14.2.

Paragraph 14.4. All additional compensation due employees under the provisions of this Article shall be paid to employees on the first Tuesday or December of each year.

Paragraph 14.5. No other holiday, compensatory time off, make up time off, or sick leave shall be taken on a holiday. An employee shall be authorized to be off duty on a holiday only when it is a regularly scheduled day off, vacation, or the holiday of that date provided however, that the Chief may waive the provisions of this Paragraph 14.5 for an employee who is being carried as "injured on duty" leave, recovering from surgery or who can substantiate a bona fide illness, or injury with normally acceptable bona fide medical documentation.

Paragraph 14.6. The City agrees that an employee on duty for the following holidays shall be entitled to additional compensation of one hundred and fifty dollars (\$150) per holiday. The additional compensation due shall be paid to the employees in the next bi-weekly pay period. Where the employee takes a sick day before or after such holiday, the employee shall not be entitled to the additional compensation unless such employee receives a sick confirmation from an attending physician. The following shall be considered the five (5) holidays in accordance with the provisions of this Paragraph:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day

Paragraph 14.7. While not recognized as a holiday the City

agrees that any employee on duty for the Holyoke St. Patrick's Day Parade Day (Sunday) shall be entitled to additional compensation of one hundred and fifty dollars (\$150). "On duty" as used in this section shall mean working their regular shift, overtime shift, or held over to work. The additional compensation due employees shall be paid to the employees in the next bi-weekly pay period. Where an employee takes a sick day before or after Holyoke St. Patrick's Day Parade Day, the employee shall not be entitled to the additional compensation unless such employee receives a sick confirmation from an attending physician.

## ARTICLE XV VACATIONS

Paragraph 15.1. Employees having twenty (20) or more years of continuous service with the Employer, whether or not such continuous service has been entirely within the Department, on or before June 1, 1979, shall be granted thirty-five (35) working days of paid vacation annually. Employees who attain twenty (20) years of continuous service subsequent to June 1, 1979 shall be granted thirty-five (35) working days of paid vacation annually commencing in the vacation year in which such twenty (20) years of continuous service is attained.

Paragraph 15.2 Employees having ten (10) or more years of continuous service with the Employer, whether or not such continuous service has been entirely within the Department on or before June 1, 1979 shall be granted twenty-eight (28) working days of paid vacation annually. Employees who attain ten (10) years of such continuous service subsequent to June 1, 1979, shall be granted twenty-eight (28) working days of paid vacation annually commencing in the vacation year in which such ten (10) years of continuous service is attained.

Paragraph 15.3 Employees having less than ten (10) years but five (5) or more years of continuous service with the employer, whether or not such service has been entirely within the Department on or before June 1, 1979, shall be granted twenty-one (21) working days of paid vacation annually.

Employees who attain five (5) years of such continuous service subsequent to June 1, 1979 shall be granted twenty-one (21) working days of paid vacation annually, commencing in the

vacation year in which said five (5) years of service is attained.

Paragraph 15.4 Employees who, on June 1, in any calendar year, have completed thirty (30) or more weeks of continuous service with the employer, whether or not such continuous service has been entirely within the Department, shall be granted fourteen (14) working days of paid vacation annually.

Paragraph 15.6. It is understood by the Parties that paragraph 15.1 through 15.5 inclusive, are based on the current Municipal Ordinance, Chapter 2, Section 26 of the Revised Ordinances of 1972 and current legal interpretation thereof and it is further understood by the Parties that nothing in Article Seventeen will in any way be asserted as a bar to any judicial action brought by an individual employee of the City of Holyoke to challenge the validity of said ordinance or the interpretation of said ordinance.

Paragraph 15.7. Effective January 1, 2013 the vacation week will start on a Saturday and end on a Saturday.

Paragraph 15.8. The selection of vacation will begin on the 15<sup>th</sup> of January and shall be completed on February 10.

Paragraph 15.9. The vacation policy established by the Chief regarding the number of superior officers on vacation is acceptable to the Union.

Paragraph 15.10 Single vacation days may be taken one (1) day at a time subject first to the approval of the designated Bureau or Division Commander, with final approval by the Chief or his/her designee, for any additional member of the bargaining unit, so requesting the day, in excess of the provisions of Paragraph 15.9

Paragraph 15.11. Vacation periods or days, shall be selected in accordance with seniority, and for purpose of Paragraph 17.8 herein contained. Requests for any other vacation slots shall be on a first come request basis, without regard to seniority.

Paragraph 15.12. Members with less than twenty (20) years of service may carry over seven (7) vacation days. Members with twenty (20) or more years of service may carry

over ten (10) vacation days.

ARTICLE XVI  
SICK LEAVE

Paragraph 16.1. Each employee will be credited with fifteen (15) days of sick leave on January 1, or each year. Any sick leave not used during the year may be accumulated by the employee up to a maximum of two hundred and fifty (250) days.

Paragraph 16.2 Sick leave is an inchoate right that does not vest until an employee is physically or mentally incapacitated from working due to a bona fide, non-work-related illness or injury. The parties recognize that it is not expected that employees will use all or even a significant portion of their sick leave unless the employee has a bona fide medical condition.

Abuse of sick leave is defined as an attempt by an officer to access sick time for reasons other than the officer's bona fide illness or bedside leave as expressly provided below. The parties recognize that sick leave abuse has a detrimental impact on the Police Department's resources. Using sick leave when an employee is not actually sick may constitute misconduct. Any use of sick time for any other reason or purpose shall subject an employee to disciplinary action.

It is expected that all employees will carry over the vast majority of their annual allotment of sick days from year to year to provide wage security in the event the employee should develop a serious health condition.

Paragraph 16.3. Whenever the Chief has a reason to suspect an employee may be abusing sick leave or whenever an employee will be absent from work for three (3) or more consecutive working days due to illness or injury, the Chief shall have the right to require the employee to obtain medical documentation. All medical documentation shall either be on the designated Certification of Health Care Provider form (if leave is covered by the Family Medical Leave Act) or on a Statement of Attending Physician Form (in the event of non-FMLA absences). Such forms shall be made available to employees in the report writing room. The Chief shall also have the right to obtain a medical examination of an employee for any period of extended absence (more than five [5] consecutive working days) from work. The City shall pay the fee for such required examination.

Paragraph 16.4. Once an officer has given notice of intent to retire, the officer will not be allowed to take more than fifteen (15) sick days unless the officer can establish a valid, bona fide illness or injury which is verified as such by a physician designated by the City, in which case, the officer can use a maximum of thirty (30) earned sick days.

Paragraph 16.5. Upon the death or retirement of an employee, the City will pay to such employee or his/her beneficiary/estate, an amount equal to the number of sick days the employee has accrued up to a maximum of two hundred and fifty (250) days.

Paragraph 16.6. Any bargaining unit member who, because of illness, is not able to report for work at his scheduled starting time on a day which he/she is scheduled to work, shall call the Commanding Officer on duty and notify him/her of such inability at least one (1) hour in advance of the member's starting time (to include full roll call if applicable).

Failure to comply with the previous sentence shall operate to empower the Department to invoke disciplinary action and such member shall not be entitled to benefits of sick leave for any period of absence which is not reported to the on duty Commanding Officer within the time prescribed in this Paragraph. The Chief shall excuse a member for failure to call in sick as set forth in said paragraph, if justifiable unforeseen circumstances cause such failure to call in sick in a timely manner.

Paragraph 16.7. Physician's certificates may be made a condition precedent at any time by the Chief to the receipt of any sick leave benefits by an abuser. Said physician's certificates shall contain at least: the date, the name of the patient, the address of the patient, a statement that the patient is unable to work for a specified period due to a specified illness and the signature of the physician. The Department shall provide the required blank forms. The physician shall be selected by the City and the City shall pay the fee for such required examination.

Paragraph 16.8. When the Chief of Police or his/her designee cancels all days off for all members of Local 409, except those individuals who are on scheduled vacation of one



(1) week or more, those members of Local 409 reporting on sick call for the day(s) shall be docked one (1) sick day.

Paragraph 16.9. Employees will give a minimum of ninety (90) days written notice of intent to retire. Upon receipt of the notice of intent to retire, the Chief shall notify the appointing authority and notify the member of the appointing authority's receipt of the letter of intent within fifteen (15) days.

The officer may rescind, in writing, his/her letter of retirement within sixty (60) days of its receipt by the appointing authority, provide he/she reimburses the City for all sick leave benefits that they accepted in connection with this paragraph.

Paragraph 16.10. Leave shall be granted in accordance with the Federal Family Medical Leave Act.

Paragraph 16.11. On a one (1) time basis only, for those officers, who retire within six (6) months from the date the 2007-2009 contract is signed by both parties and who have accrued in excess of two hundred and fifty (250) sick days at the time of their retirement, the City shall pay said employees for all days in excess of two hundred and fifty (250) at their then current rate of pay. On a one (1) time basis only, officers who as of the date of this Agreement have accrued in excess of two hundred and fifty (250) sick days and who do not retire within six (6) months from the date of the 2007-2009 contract will be paid for all days in excess of two hundred and fifty (250) at the rate of one (1) day for each two (2) days accrued. With the sole exception of the foregoing sentence, no employee shall be allowed to accrue nor shall be compensated for sick days in excess of the two hundred and fifty (250) cap.

An employee who as of January 1 of a calendar year has accrued the maximum of two hundred and fifty (250) sick days, shall receive during that calendar year three (3) paid personal days to be taken at a time subject to the approval of the designated Bureau or Division Commander, and final approval by the Chief.

Paragraph 16.12. Effective January 1, 2017, there shall be three (3) sick leave bonus period during each calendar year, the first being January 1 to April 30, the second being May 1 to August 31, and the third being September 1 to December 31. Any employee who uses no sick leave during a sick leave bonus

period will receive a bonus of one (1) day pay to be paid no later than the end of the month following the sick leave bonus period.

Or, in the alternative, a member may choose to take a day off in lieu of the bonus pay. In no event may the use of this bonus day trigger the use of overtime by other officers.

## ARTICLE XVII MISCELLANEOUS

Paragraph 17.1. Each employee, whether actually working or on a leave of absence, shall keep the Department advised on a form furnished by the Department of his/her correct address and telephone number. The mailing of a notice to the address furnished to the Department by an employee as provided in this Paragraph shall be deemed to be compliance by the Department with any provision of this Agreement which requires notice to an employee.

Paragraph 17.2. Each employee shall comply promptly with the present or future procedures prescribed by a government agency or by the Department requiring physical or other examination. When required by the Department, the examiner or the physician shall be selected by the Department and the Department shall pay the professional fee for such required examinations. The city agrees that it will reimburse the officer for any prescriptions ordered.

Paragraph 17.3. The Parties to this Agreement agree to eliminate the minimum number of employees required to be assigned to the Traffic Bureau in accordance with the provisions of section 27, of Chapter 17 of the Revised Ordinances of the City of Holyoke.

Paragraph 17.4. The Chief will post a notice of each vacancy in any tour of duty and said notice shall remain posted for five (5) working days before the beginning of the tour of duty in which there is a vacancy. Existing seniority rights provided by law will be continued.

Paragraph 17.5. The Union and the employees recognize:

1. The necessity that employees report for work regularly and on time; and,
2. That absenteeism and tardiness seriously affect the

efficient operation of the Department. Any employee who is not able to report for work at his/her scheduled starting time on a day on which he/she is scheduled to work shall notify the Department as far in advance as possible, and in any event not less than (1) one hour prior to his/her scheduled starting time for that day if working the 8-4 shift and one (1) hour on all shifts. In the event of continued tardiness, absenteeism or the failure to comply with the provisions of this paragraph by an employee, the Department may invoke disciplinary action including reprimand, suspension, or discharge and such employee shall not be entitled to the benefits of sick leave as provided in Article XVIII for any period of absence which is not reported to the Department within the time prescribed in this Paragraph 17.5. An employee who is late two (2) times or more, and who has failed to report the fact that he/she is late, shall be docked the time late, to the nearest hour.

Paragraph 17.6 The City agrees to implement the provisions of Mass. General Laws, Chapter 44, Section 53(c) by establishing a revolving fund of five thousand dollars (\$5,000) as a one-time payment.

Paragraph 17.7. The City agrees that during the term of this Agreement, it will contribute on behalf of the employee in the bargaining unit, not less than fifty percent (50%) of the premiums for the group medical, hospitalization and life insurance plans carried by the City for the benefit of all qualified employees of the City. In the event that the City agree to increase the percentage contributed by the City for any such insurance for any other group of City employee, such percentage will become effective for members of the bargaining unit covered by this Agreement.

Paragraph 17.8. The City and the Union agree to commence negotiations not later than July 1, 2009 for a new or amended Agreement to supersede and take the place of this Agreement.

Paragraph 17.9. A copy of the monthly report, detailing the hours worked on outside paid details by department personnel shall be sent to the Union President.

Paragraph 17.10. In the event of the death of a spouse, parent, grandparent, child, grandchild, sister, brother, mother and father in-law, the employee shall receive a leave with pay, not to exceed four (4) days, which will be in addition to any current days off or vacation. In the event of the death of a brother or sister in-law, aunt, uncle, niece, nephew or first cousin, the employee shall receive a leave with pay, not to exceed one (1) day, which will be in addition to any current days off or vacation. In the event the funeral is more than one hundred (100) miles from the City of Holyoke, the employee shall be granted one (1) additional day of leave with pay.

Paragraph 17.10A. Each employee shall be entitled to three (3) annual personal days off, with scheduling subject to the City's discretion.

Member will be awarded two (2) additional personal days to be taken at any time an officer chooses, so long as it does not trigger the use of overtime and the officer is given approval by the shift commander.

The two (2) personal days may not be carried over from year to year and there is no right to these personal days. An officer's original three (3) personal days shall be exhausted before using the extra days. These "bonus" days are not a guarantee that every officer will have the opportunity to use said days in a given year, depending on schedules and ensuring that there is no interruption in the continuity of the operations at the police department.

Paragraph 17.11. Officers shall be entitled to take promotion exams during their tour of duty provided however, that the Department is given at least two (2) weeks notice. A copy of the application filed with the Department of Personnel Administration shall be forwarded to the office of the Chief as required proof that the officer will be taking the exam on the scheduled date. The officer has the responsibility of insuring compliance with this paragraph.

Paragraph 17.12. The decision on whether a police officer shall be assigned to outside construction in the City of Holyoke is solely within management's discretion. If an officer observes a construction site which in his/her opinion requires the presence of an officer, he/she shall report this to his/her commanding officer. The commanding officer and/or the Chief shall decide

whether to assign an officer. The decision shall not be subject to the grievance procedure.

Paragraph 17.13. The City agrees that during the life of this contract it will take no action to change, amend, and/or lobby for change to the current retirement system for police officers.

Paragraph 17.14. The City agrees that during the life of this contract it will take no action to change, amend, and/or lobby for change to the current retirement system for police officers.

Paragraph 17.15. The Holyoke Police Department recognizing the benefits to the safety of both officers and residents of the City, shall conduct qualifying tests for the service revolver with all members of the Department at least once per year. At the discretion of the Chief, an officer may be ordered to take said test more than once. If an officer is ordered to take said qualifying test outside of normal tour hours, the officer shall be compensated at time and one half (1 ½) the regular rate of pay for actual time spent qualifying.

Paragraph 17.16. Upon receipt, the City agrees to provide such officer a copy of the settlement of any law suit of which he/she is a defendant. The President shall be responsible for copying and delivering such copies to the officer affected. The City shall allow the Union to use the copying machine for such purpose. Further, the City shall stamp date receipt of the agreements and shall deliver a copy within seven (7) working days to the Chief of Police or his/her designee and to the President of the Local or his/her designee.

Paragraph 17.17. [Reserved].

Paragraph 17.18. Captains: The City agrees to staff the Captains rank with four (4) Captains, including any awaiting retirement or otherwise not on active duty. If a vacancy occurs in any of these four (4) positions during this fiscal year, the City will fill the position and will backfill any lower ranking position in the Bargaining Unit that becomes open due to the filling of this vacancy. This commitment will remain in place only for the July 1, 2003 to June 30, 2004 fiscal year.

Paragraph 17.19. Narcan distribution responsibilities will

receive a one-time 1% increase; Defibrillation responsibilities will receive a one-time 0.5% increase; and long-gun distribution and accountability will receive a one-time 0.5% increase. These increases will take effect on July 1, 2019 and be retroactive.

## ARTICLE XVIII ADJUSTMENT OF GRIEVANCES

Paragraph 18.1. The City, the Union and the employees agree that in the manner and to the extent provided in this Paragraph 18.1, the exclusive method for the adjustment, processing and settlement of a grievance as defined in this paragraph 18.1 is and shall be in accordance with the grievance and arbitration procedure prescribed in this Article. A grievance is defined as a claim or a dispute between the City and either an employee of the Union pertaining to the application of 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 paragraph 18.4(F) to be bound by any decision which shall be made in accordance with said procedure.

Paragraph 18.2. The grievance shall be in writing and signed by the aggrieved employee or the Union President on a form furnished by the Department and delivered to the Chief. 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 Chief as provided in this paragraph 18.2 within ten (10) days exclusive of Saturdays, Sundays, and the holidays named in Article XVI after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.

Paragraph 18.3. Except as otherwise specifically provided in this Agreement a grievance as defined in Paragraph 18.1 and otherwise subject to this Agreement shall be processed in accordance with the following grievance procedure:

Within ten (10) days, exclusive of Saturdays, Sundays and the holidays named in Article XVI after filing of the written grievance, there shall be a discussion of the grievance between the aggrieved employee and the Chief at which, at the request of the aggrieved employee, one (1) representative of the Union may be present. In the event of the absence or disability of the

Chief, the person designated by him/her shall act in his/her behalf. Within ten (10) days, exclusive of Saturdays, Sundays and the holidays named in Article XVI after the conclusion of the discussion between the Chief and the aggrieved employee, the Chief or his/her designee, as the case may be, shall advise the aggrieved employee in writing of the decision by the Chief concerning the grievance, bearing in mind that the best interests of the Department and of the public safety must be protected.

By mutual agreement in writing between the Chief and the Union, 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 be consolidated and processed as a single grievance, provided however, that such procedure shall be subject to all provisions of this Article XVIII. The City or the Department may institute a grievance by a notice in writing to the Union.

Within ten (10) days after the mailing of said notice, the grievance shall be discussed by the Chief or his/her designee and a representative of the Union. If within ten (10) days after said discussion the grievance is not settled to the satisfaction of the Chief, the grievance may be submitted to arbitration by the City or the Department in the manner provided in Paragraph 18.4.

Paragraph 18.4. A grievance which is not settled after the completion of the grievance procedure prescribed in Paragraph 18.3, 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 Department by notification in writing to the other party within ten (10) working days after the date of the final determination under the grievance procedure as provided in paragraph 18.3.
- (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 at 133 Federal Street Boston, Massachusetts, 02110-1703 for the appointment of a panel of arbitrators and a copy of said request shall be simultaneously mailed to the other party unless during the said ten (10) day period, the Department and the Union mutually agree upon an arbitrator.

- (c) The request for arbitration shall state the provisions of this Agreement allegedly violated and shall state the remedy or the relief sought by the party requesting arbitration.
- (d) Within twelve (12) working days after the mailing by the American Arbitration Association of a panel of suggested arbitrators, the representatives of the Department and of the Union shall attempt to jointly agree on an arbitrator. In the event that the parties fail to agree on an arbitrator, the parties shall each alternatively strike one (1) name until one (1) name on the panel remains.
- (e) After discussion with the Chief and prior to notification for arbitration, the City and the Union will discuss the matter with the respective attorneys present.
- (f) 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 provided however, that the arbitrator shall not have the authority to establish salaries or wage rates or conditions of employment or to add to, subtract from, modify or otherwise change the terms or provisions of this Agreement. The arbitrator shall not be empowered and shall have no jurisdiction to infringe upon or limit the managerial functions, rights and responsibilities of the Chief or of the Mayor or to base his/her 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 for any period beginning earlier than ten (10) days prior to the filing of the written grievance as provided in Step 2 in Paragraph 18.3. The Arbitrator shall not be empowered and shall have no jurisdiction to substitute his/her judgment or discretion for the judgment or discretion of the Department or of the Chief in any case where the judgment or discretion is retained by or given to the City, the Department or the Chief under the 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.



- (g) The arbitrator shall mail his/her written decision simultaneously to the Department and to the Union within fifteen (15) days after the final submission. Subject to the provisions of Paragraph 18.4(e), the decision by the arbitrator shall be final and conclusively binding upon the Department, the Union and the aggrieved employee or employees.
- (h) The expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the City and by the Union.
- (i) Any discipline or any other matter covered by civil service law shall not be the subject of the grievance and arbitration procedures.

Paragraph 18.5. By mutual agreement in writing between the Department and the Union, a grievance otherwise subject to the grievance procedure as provided in Paragraph 18.2 and in Paragraph 18.3 and otherwise subject to this Agreement may be directly submitted to arbitration as provided in paragraph 18.4.

A matter referred for disposition in accordance with the procedure provided in this Article shall not be referred to or processed by the Department or by the Union before any governmental labor relations agency. The provisions of this Paragraph shall not constitute any limitation of the rights of an employee under the provisions.

#### Paragraph 18.6

#### General Provisions

1. Any grievance not processed within the time limitation provided herein shall be deemed to have been waived unless the grievant was precluded from compliance therewith by reason of mental or physical incapacity. If management does not meet the time limits prescribed in a Step, the grievance shall be advanced to the next Step. Where management has failed to meet its time limits, the Union shall not be penalized for failing to meet any of its time constraints for that grievance. Nothing herein contained shall preclude extension of the time limitations provided by this Article by mutual written agreement of the parties.

Paragraph 18.7. The breach of any of the provisions of paragraph 6.1 or paragraph 6.2 shall at the option of the Department terminate the obligation of the Department to process a grievance or 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 paragraph 16.4.

Paragraph 18.8. In the event that the forms referred to in paragraph 18.2 above are changed and/or amended, the Union shall be given a copy of the new and/or amended form thirty (30) days prior to the implementation of the new format.

## ARTICLE XIX SCOPE OF AGREEMENT

Paragraph 19.1. It is acknowledged and agreed that during the course of the negotiations preceding the execution of this agreement, all matters and issues of interest to the Union, to hours and conditions of employment have been fully considered and negotiated, that each party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements concluded among the parties during said negotiations are fully stated in this Agreement.

Paragraph 19.1A. This agreement constitutes the entire agreement between the parties and includes for all matter contemplated by them for the entire effective term of the agreement. The Agreement will not be reopened, except by mutual consent, on the ground that some matter was not included herein because of a mistake or oversight, until reopening, as provided herein may lawfully be made.

Paragraph 19.2. The Union, the employees and the City, agree that during the term of this agreement, all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the provisions of this agreement. 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 to salaries, wages, hours or conditions of employment 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 XX.

Paragraph 19.3. The Union agrees that neither it nor its members will, during the term of this agreement, propose, pursue, seek, or solicit legislation or other action by the City Council of the City of Holyoke pertaining to wages, hours of work or conditions of employment. It is agreed that, if during the term of this agreement, there is enacted any statute by the Commonwealth of Massachusetts which may or will affect the terms of this agreement, negotiations will commence with respect to those terms of this agreement which may or will be affected by said statute within ten (10) days after the receipt of written notice of a request for a meeting by either the Union or by the City, it being understood and agreed that the sole and exclusive method for the amendment of this agreement during its term shall be by negotiations and agreement between the City and the Union subject to the appropriation by the City Council of the City of Holyoke as provided in Section 7 (b) in Chapter 150E of the Mass. General Laws.

Paragraph 19.4. Except as otherwise specifically provided, the provisions of this agreement shall apply only to employees who are actually working and in the current active employment of the Department on and after the execution of this Agreement.

Paragraph 19.5. 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 in writing and executed by the City and by the Union.

Paragraph 19.6. By mutual agreement in writing between the Department 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.

Paragraph 19.7. The failure by the City, the Department or the Union in one (1) or more instances to observe or enforce any provisions of this agreement shall not be construed to be a waiver of said provisions and shall not interfere with the provisions of Article XVIII.

Paragraph 19.8. Except for probationary employees, no employee shall be removed, dismissed, discharged, suspended or

disciplined without just cause as provided by law. All Departmental charges against a unit member shall be initiated not later than fifty (50) days from the date of complaint. The City will have the burden to prove such delay was caused by circumstances beyond the control of the Department, which rendered the initiation of charges impracticable within the time period as specified, All matters relating to disciplinary matters shall be dealt with according to the provisions as presently contained in Chapter 31, Sections 41-46 of the Civil Service Law and the terms of the agreement as herein contained.

## ARTICLE XX EMPLOYEE FILES

Paragraph 20.1. Every permanent employee shall have the right upon request and at reasonable times, to examine his/her personnel files and to receive a copy of any and all material contained therein upon tendering payment of reasonable copy charges therefor, and shall have the right to respond in writing to any entry adversely reflecting on conduct, service, character or personality. The provisions hereof shall be subject to the grievance procedure provided in this Agreement.

Paragraph 20.2. Except as otherwise required by law, upon release by the Chief of his/her designee or upon review by any other person, the keeper of records shall notify the employee in writing, the identity of the person making such review. In criminal matters, the officer shall not be entitled to such notification until completed and the provisions of present statute as to discover shall be in effect. The keeper of the records shall be identified as the Chief of Police or his/her designee.

Paragraph 20.3. Every employee shall have the right to view his/her personnel file upon request and at reasonable times. In addition, the employee may make copies of any material that appears in the file and may respond in writing to any entry adversely affecting or reflecting on conduct, service, character or personality. In employee's personnel records, the following records shall be kept:

- Employment application form.
- Results of physical, psychological, and aptitude tests.
- References.
- Results of pre-employment background investigations.
- Performance evaluations.

Payroll and tax information.

Sick days and application for employee benefits.

Injured on duty reports.

Commendation.

Disciplinary actions, which will include the results of departmental action or investigations, decisions of arbitrators, Labor Relations Commission, Civil Service Commission and any Court decision.

Any correspondence addressed to the officer personally by the Department,

Any correspondence from the officer to the Department.

Any response by the officer to any material contained in the file(s).

Along with the personnel file, there may be references to an employee in the files of internal affairs. These files contain letters of complaints against specific officers and investigating material developed by the Police Department in the course of any investigation of wrong doing by an officer, i.e., names and address of witnesses, statements, or documentary evidence. An employee does not have the right to view these files, except that this article is not intended to deprive or infringe on any rights as provided by law.

Paragraph 20.4. An employee shall be entitled to have an available Union representative or an available Union attorney present, upon request, at any investigative interview where he/she is the subject of the investigation and where the investigation may lead to his/her discipline.

Paragraph 20.5. If an officer accepts punishment duty, no submission of such action shall be forwarded to Civil Service.

Paragraph 20.6. The Department will handle civilian complaints as set forth in General Order 128 (In second paragraph of General Order 128 change "person" to "citizen.")

Paragraph 20.7. Upon release by the Chief or his/her designee or upon review by any other person, the keeper of the records (keeper identified as the Chief of Police) shall notify the employee in writing the identity of the person making such an inquiry or receiving such reports and files. In criminal matters, the officer shall not be entitled to such notification until completed and provisions of present statute as to discovery shall be in effect.

Paragraph 20.8. No employee shall be removed, dismissed, discharged, suspended or disciplined without just cause as provided by law. All matters relating to disciplinary matters shall be dealt with according to the provisions as presently contained in Chapter 31, Section 41-46 of the Civil Service Law, and the terms of the Agreement as herein contained.

Paragraph 20.9. - INTRADEPARTMENTAL COMPLAINTS

All complaints between members of the departments shall be handled as follows: The Grievant/complainant shall file the grievance using an internal complaint grievance form with any and all supporting documentation. The Chief shall hold a hearing using the same time lines, process and procedures as a contractual grievance to determine the validity of the grievance/complainant. If the Chief determines that there is validity to the intradepartmental Complaint the Chief shall refer the grievance/complaint to Internal Affairs for investigation.

The investigation shall follow the Standard Operating Procedures set forth in the Holyoke Police Department Operations Manuals. The Chief shall also notify the complainant and subject of the investigation that the complaint has been referred to Internal Affairs. If the Chief finds no validity to the complaint, he shall notify the complainant and the subject of the complaint of his decision and shall close the file.

In such a case, the Chief shall keep a copy of the file but shall not disclose the contents to any person except as required by law. The grievant/complainant has no right to appeal the Chief's decision to dismiss or not act upon any complaint. In the event the investigation has been completed and discipline has been imposed the Union shall be entitled to a copy of the complete investigatory file upon written request. The documents may be used in proceedings to defend against the discipline only. They are not to be otherwise published or disseminated.

Paragraph 20.10. If the Chief sees fit to issue a written reprimand, said reprimand will exist in file for up to eighteen (18) months from the date of issue.

ARTICLE XXI  
PERSONAL LIABILITY

Paragraph 21.1. The City assumes all liability imposed on

it by Chapter 41, Section 111F, and Chapter 258 of the General Laws. The City agrees, that the provisions of said statutes will apply to any employee responding to a call back or general emergency as determined by the Chief of Police.

Paragraph 21.2. The City, for the duration of this Agreement will observe the provisions of Chapter 41, Section 100B of the General Laws, as accepted in 1978 by its Board of Aldermen.

Paragraph 21.3. The City, for the duration of this Agreement, will observe the provisions of Chapter 41, Section 100G of the General Laws.

Paragraph 21.4. The City, for the duration of this Agreement, will observe the provisions of Chapter 17, Section 37 of the Holyoke Code of Ordinances.

Paragraph 21.5. - INJURY ON DUTY

A. Examination of officers by independent physician designated by the City of Holyoke.

In accordance with Mass. General Laws, Chapter 41, Section 111F and the Ordinances of the City of Holyoke, Section 17-38, the medical staff of the Holyoke Hospital Occupational Health Services Department has been designated to examine Department personnel for injury on duty claims and extended sick leave absences for the Holyoke Police Department.

Any claim of/or apparent injury to a member of this Department shall be examined or treated at the above names facility unless the injury is of such a nature so as to require immediate hospital emergency treatment where time is of the essence or the severity of the injury, etc. would require treatment other than what would be available at the Holyoke Hospital Occupational Services Department. Any injury requiring treatment between the hours of 4:30p.m. and 8:00a.m. daily or on Sunday, holiday etc., and emergency services at the Holyoke Hospital shall be utilized except in the case of a serious injury and the Providence Hospital being closer than that emergency facility will be used.

Whenever a member of the Holyoke Police Department

suffers an injury sustained in the line of duty and as a result of such injury is treated or examined at any medical facility or by a physician other than one designed by the City of Holyoke, he/she shall forthwith, contact Holyoke Hospital Occupational Service Department and arrange for an examination of reported injuries or extended illness by an on duty physician at the facility who, in turn, shall forward to the Office of the Chief of Police, a medical report which will include in detail the diagnosis and prognosis of the officers injury and/or illness and the examining physician decision relative to the injury and/or disability or illness shall be final. The officer reserves the right to appeal such a decision under provisions of law. The provisions of this provision and general orders of the Department as they relate to injury/illness shall be strictly adhered to provided they do not conflict with the provisions of this Agreement.

The Holyoke Hospital Occupational Services Department is located on the second floor of the main building of the hospital (tel. 536-5221 ext. 577) and is open from 8:00 a.m. to 4:30 p.m. Monday through Friday and is staffed by the Emergency Physicians of Holyoke Group, who also staff the Holyoke Hospital Emergency Department.

**B. Reports, Medical Documents and Investigations:**

1. Whenever an officer is injured while in the performance of duty, the commanding officer shall be notified immediately.
2. The commanding officer shall take whatever action is necessary to ensure that the officer injured receives proper medical attention.
3. The commanding officer shall immediately investigate the circumstances of such injury, either him/her or by assigning an officer of a rank no lower than Sergeant to conduct such investigation.
4. The commanding officer or designated officer shall submit a written report to the office of the Chief containing all the details relating to such injury as well as his/her recommendations based on such investigation as to whether or not such injury was incurred in the line of duty through no fault of the injured officer. HPD Form



2.6 to be used and complaint number assigned. Report shall be submitted prior to completion of his/her tour of duty.

5. Holyoke Police Department "Officer Injury Report" which includes an attending physician's report will be completed by the injured officer unless incapacitated and then by the investigating officer and certified by the commanding officer. This report will also be completed by the attending physician prior to submission to the Office of the Chief.
  
6. If the commanding officer, upon completion of investigation, determines that the injury was in the proper performance of duty, the officer shall be carried as "sick" pending approval of claim by the Chief or his/her designee. Upon approval by the Chief or his designee, the officer in question shall be listed as "Injured on Duty" on all records, retroactive to the date of injury.
  - (a) Any regular member of the Police Department who is totally and temporarily incapacitated by reason of injury suffered, through no fault of his/her own, while in the actual performance of duty, shall receive his/her full pay from the City during the period of such disability.
  
  - (b) The Mayor, or the Chief of Police may at their discretion, order an examination of any regular members seeking benefits of this section by an independent physician whose decision relative to the disability or illness of the member shall be final. The officer reserves the right of any appeal based on provisions of existing laws. A refusal to submit to an examination by the physician designated by the Mayor or Chief of police shall deprive the member of any and all benefits under this section (Rev. Ords. 1960, Ch. 14, Sec. 23, Ord. of 4-7-64 S.L.).
  
7. The provisions of this directive shall apply to all claims of injury, irrespective of how obvious the claim may appear or how minor an injury, and shall be investigated as directed and required reports submitted.

8. Any claim of injury without being accompanied by completed injury reports and documents as required by this directive shall be denied.
9. Commanding officers shall be responsible for investigation and submission of completed injury on duty reports. Any incomplete report(s) of injury will be returned to the commanding officer.
10. The Personnel Department is responsible for payment of all medical bills and/or related expenses and all such bills submitted for payment shall be accompanied by documented medical reports, which shall include diagnosis, prognosis and a statement by the attending physician and/or one designated by the City of Holyoke, that the injury or illness was a direct result of an injury incurred in the proper performance of the officers duty and through no fault of his/her own. Without such medical documentation, claims for payment of bills will be denied notwithstanding the officer being listed as injured on duty pursuant to paragraph 6(b) above.
11. The Union, on behalf of the members of the collective bargaining unit, hereby waives any right of any officer to receive payment in-hand for any said medical bills. Rather, the Personnel Department shall make payment directly to the medical provider on behalf of the officer.

C. Procedure for Submission of Reports:

1. A copy of the entire package shall be provided the injured officer immediately upon completion and at the time of submission. A notice will be provided the Union President that the report has been submitted.
2. The officer in charge of the shift will be responsible for hand carrying the package to the Officer of the Chief or his/her designee and shall receive a receipt of its submission at the time. Any assertion that an alleged section is not complete shall be put in writing to the commanding officer of a shift with a copy to the injured on duty officer and the Union President.
3. The commanding officer of the shift shall comply with

completing any missing section within five (5) working days and the missing section shall be returned to the Office of the Chief. A receipt shall be provided with a copy provided to the injured officer and Union President.

4. All Platoon commanders shall be notified of the entire injured provision.
5. The office of the Chief shall act within five (5) days of receipt of the entire submission excluding Saturdays, Sundays and holidays and if any delay is foreseen, the officer injured and the Union President shall be so notified as to the reason of the delay.
6. The injured on duty package shall be delivered to the Personnel Department within five (5) working days of the approve of the Chief. The injured officer shall be so notified of the submission.
7. All provisions of this procedure shall be subject to the Grievance Article.
8. The following shall be considered to complete an injury on duty claim:
  - (a) Injured on duty report form, signed as required with diagnosis, and prognosis (Hospital or medical facility utilized by the City shall receive a copy of this provision).
  - (b) Commanding officer of the shift or street supervisor report and determination as to status.
  - (c) Officer injury report if possible.
  - (d) Incident or arrest report.
9. Officer "injury report" shall become part of this provision.
10. The Union shall have the right to assist the City in completing such necessary parts in order to expedite the completion of the required medical and departmental forms.

11. A letter so notifying the City medical facility and/or physician shall be sent to the facility, notifying the facility of the department requirements (prognosis, diagnosis, etc.).
12. If upon investigation, and subsequent appeal by the City or the Union is exhausted, if need be, the officer is found not to be in compliance of the provisions of Section 111F, repayment shall be made by the officer to the City, upon a repayment agreement.
13. General Orders 124, 124A, and 109 are hereby replaced with this paragraph.
14. Officers receiving injured on duty pursuant to this section shall cooperate with the City in its attempt to enforce the liability of some person consistent with the provisions of G.L. c. 41 §111F, paragraphs 2-3. It is understood that the officer reserves his/her right to pursue litigation against any party causing such injury and accepts responsibility of reimbursement to the City as provided by law. The officer shall notify the law department and the personnel department of the filing of any such claim.

Paragraph 21.5A. Light Duty. Any members who is out inured on duty may return to perform "light duty" that may be defined by the member's physician. Further, a member who is out injured on duty may be required to perform "light duty" as defined by a physician designated by the City.

Paragraph 21.6. The City and the union agree to establish a Committee whose purpose shall be to study the liability issue and to make recommendations to the Mayor of the City of Holyoke. The City further agrees It shall make available to the Union the cost of such a program, and the actual policy as signed between the City and the Insurance Company.

## ARTICLE XXII CANCELLING DAYS OFF

Paragraph 22.1. When the Chief of Police or his/her

designee cancel all days off for all members of Local 409, except those individuals who are on scheduled vacation of one (1) week or more, those members of Local 409 reporting on sick call for the day(s) shall be docked one (1) sick day.

ARTICLE XXIII  
RETIREMENT NOTICE

Employee will give minimum of 90 days written notice of intent to retire.

ARTICLE XXIV  
DRUG-FREE WORKPLACE

Paragraph 24.1      Introduction.

The City of Holyoke, Holyoke Police Department, and IBPO, Local 388 and 409 recognize that illegal drug use and abuse/misuse of alcohol by members of this Department pose a real immediate threat to the public welfare and to employees of the Department. Thus, the Department will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is to detect and prevent illegal drug use, controlled substance and alcohol misuse and abuse and to assist in the rehabilitation of members whenever possible. Wherefore, the parties recognize that drug and alcohol testing, including random drug and alcohol testing, as a condition of employment, are reasonable measures to assure that the work place force is free of all illegal drug use and abuse/misuse of alcohol by members and to maintain and continue the public confidence in its Police Department and its personnel. The following procedures provide in its Police Department and its personnel. The following procedures provide the Department with reasonable measures to ensure drug and alcohol use does not jeopardize the public of the Department's ability to serve its citizens.

Paragraph 24.2      Counseling.

The City understands the importance of providing information concerning the locations of available drug counseling, rehabilitation, and employee assistance programs. Accordingly, the City of Holyoke, Holyoke Police Department, and IBPO Local 388 and 409 participate in an Employee Assistance Program (EAP). This program is for the benefit of all members. Participation or use of any services offered by the

EAP by any member is voluntary and confidential.

Paragraph 24.3      Confidentiality.

- a. The Department shall advise all participants in the collection, testing, and reporting process of their responsibility to protect member privacy and to maintain the confidentiality of all drug and alcohol test results. The Department shall maintain all correspondence, notes, reports, testing records and other documents pertaining to substance abuse testing and limit access to those records to the Chief, or his designee, the designated employee representative, the Professional Standards Division, union representatives and the employees.
- b. Except as required by law, all information concerning a member's drug and alcohol tests shall remain confidential for all purposes other than determining and defending disciplinary action.
- c. With the exception of determining and defending disciplinary action or a required by law, all City personnel shall maintain member privacy and confidentiality concerning all alcohol and drug test results.
- d. Except for the Chief or his designee and the designated employee representative, no department personnel shall have access to information about the identity of members selected for testing the designated test date and time.
- e. Notwithstanding the foregoing, upon request by the member or the member's union representative with written authorization from the member, the Department shall provide copies of all laboratory reports, test results, forensic opinions, laboratory work sheets, procedure sheets, and/or laboratory procedures.

Paragraph 24.4      Definitions.

- a. Controlled Substance - any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of

which is unlawful under Chapter 13 of that title, or any drug included within the definition of "Controlled substance" in Chapter 94C of the Massachusetts General Laws (for example, but not limited to: cocaine, marijuana, valium, morphine, anabolic steroids). The term does not include the use of prescribed drugs, which have been legally obtained and are being used by the individual for whom they were prescribed in accordance with the prescription and for the purpose for which they were prescribed.

- b. Illegally-Used or Improperly Used Drugs - any prescribed drug, with the exception of medically prescribed marijuana, which is legally obtainable but has not been legally obtained or is not being used as originally prescribed, all designer drugs not listed in the Controlled Substances Act (for example but not limited to: MDA), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue), being used for other than their intended purpose.
- c. Alcohol - colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine, and liquor. It does not include alcohol used in chemical processing, cleaning or testing.
- d. Department Property - includes building, offices, facilities, equipment, vehicles, land, and parking lots owned, loaned, utilized or leased by the Department. It also includes any other site at which business of the Department is transacted whether on or away from Department owned, loaned, or leased property.
- e. Drug Paraphernalia - any item that is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a controlled substance.
- f. Under the Influence of an Unauthorized Controlled Substance. Illegally-used drug and/or Alcohol - The presence of a .04 alcohol content or greater, or a verified positive drug test, at levels specified by the Substance Abuse and Mental Health Service Administration (SAMHSA) for an unauthorized controlled substance or an illegally-used drug.

- g. Medical Review Practitioner (MRO) - The City's Medical Practitioner, or his properly certified designee.
- h. Member - Any and all individuals represented by the City of Holyoke, Holyoke Police Department, and IBPO Local 388 and 409.
- i. Occupational Health Service - A third party contractor(s) that is responsible for administering the departments Alcohol and Drug Testing Program, or any portion thereof. Duties of the Occupational Health Service may include randomly selecting the Testing groups, collecting specimen at testing sites or other collection locations designed by the Department, storing specimens, and/or performing testing of specimens.
- j. Testing Facility - A third party contractor(s) that is responsible for the testing of specimens as directed in accordance with this policy.
- k. Designated Employee Representative (DER) - An employee of the Holyoke Police Department so designed by the Chief to coordinate and facilitate testing in accordance with this policy.

Paragraph 24.5.      Authorized Use of Prescription Medicine.

Members undergoing prescribed medical treatment with any drug must inquire of their medical provider whether such drug can potentially affect the member's ability to perform the job safely. If advised that such drug can potentially affect the member's ability to perform the job safely, or if the medical provider is uncertain about the drug's potential impact on the member's ability to perform the job safely, or if the prescribed drug is a narcotic or steroid the member must immediately report the drug prescribed to the Chief of the Department and a determination will be made as to the member's ability to perform his duty. The Chief of the Department may request written confirmation that a member has complied with this Paragraph.

Paragraph 24.6.      Prohibited Conduct.



The following conduct by members is prohibited:

- a. Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally-used drug, drug paraphernalia, or alcohol on Department property, on Department business, in Department supplied vehicles, or vehicles being used for Department purposes, or during working hours.
- b. Use of alcohol at any time while in the Department uniform, except for special events, undercover law enforcement duties, or other such assignments or events as designated by the Chief, for which the Chief of the Department has designated an exemption to this rule.
- c. Unauthorized storage in a desk, locker, or other repository on Department property of any illegally-used drug, controlled substance, drug paraphernalia, or alcohol.
- d. Possession of any illegally-used drug, controlled substance, drug paraphernalia, or an open container of alcohol in a vehicle used by a member when such vehicle is located on Department property, other than those items of evidence lawfully confiscated in the performance of duty.
- e. Being under the influence of an unauthorized controlled substance, illegally-used drug or alcohol on Department property, on Department business, in Department supplied vehicles or vehicles being used for Department business or during working hours or off-duty.
- f. Unauthorized use, possession, use, manufacture, distribution, dispensation or sale of illegally-used drugs or controlled substances or possession of drug paraphernalia while off duty.
- g. Intentionally diluting, substituting, or tampering with a urine sample or soliciting others to do so.
- h. Refusing consent to testing or refusing to submit a breath or urine sample for testing.
- i. Failing to adhere to the terms of any Rehabilitation Agreement which the member has signed.

- j. Conviction under any drug or alcohol statute.
- k. Failure to immediately notify the Department of any arrest or pending criminal charges under any drug or alcohol statute.
- l. Failure to comply with Paragraph 24.5.
- m. Refusing to sign; a) a receipt for the Department's Substance Abuse Policy, b) the Consent and Release Form, c) the Chain of Custody Form, or d) a Rehabilitation Agreement.
- n. Failing a drug or alcohol test.

Any member who engages in the prohibited conduct referenced in this Article shall be subject to disciplinary action up to and including termination, subject to appeal rights under M.G.L. c. 31 s. 41 if applicable, and unless otherwise indicated in Paragraph 24.9, policy enforcement for random and alcohol drug testing. Nothing in this section shall be intended to prohibit the lawful performance of an officer in performing his/her law enforcement duties.

Paragraph 24.7. - Testing

- a. Suspicion Based Testing. Reasonable suspicion testing shall be administered when the supervising or commanding officer observes conduct, or if an officer observes conduct and reports such conduct to a supervising or commanding officer, indicating that a member is under the influence of drugs or alcohol, or the supervising or commanding officer 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 a member include but are not limited to:

- |             |                              |
|-------------|------------------------------|
| 1. Balance: | sure/unsure/questionable     |
| 2. Walking  | steady/unsteady/questionable |
| 3. Speech:  | clear/slurred/questionable   |
| 4.          |                              |

- Attitude: cooperative/uncooperative/questionable
5. Eyes clear/bloodshot/questionable
6. Odor of Alcohol: none/strong/questionable
7. Driving Behavior

- b. If a supervising or commanding officer observes, or if an officer observes conduct and reports such conduct to a supervising or commanding officer, indicating that a member is under the influence of drugs or alcohol in violation of Paragraph 24.6 of this policy, said member shall be order to report to the testing facility for testing.
- c. Return from Suspension - Members, who have been suspended for a violation of this Policy, will be required to submit to Department administered drug and alcohol testing, and must test negative for drugs and alcohol in accordance with the standards in this Policy, prior to his/her return to the Department. Additionally, prior to returning to work the member must be cleared to return to duty by the Department's Medical Practitioner.
- d. Follow-up Testing - Any member who has tested positive for alcohol or drugs in violation of this policy will be subject to unannounced follow up testing for twenty-four months following the date of return to duty.
- e. Probation Period Testing - All probationary personnel are subject to drug and alcohol testing during their probation period without prior warning and at random intervals. Members who test positive for drugs or alcohol during their probationary period may be subject to termination.

Paragraph 24.8, - Random Testing

- a. Method. In a joint desire to achieve and maintain a work force that is 100% drug and alcohol free, the Parties agree that the Department will implement and maintain a random drug and alcohol testing program. This program will include urinalysis and breath alcohol testing, and will be conducted in the following manner: The Holyoke Police Department shall provide the Occupational Health Service shall maintain a pool of the names of all members subject to this policy. The pool of names for Local 388 and Local 409 under this policy

shall be maintained separately. On a quarterly basis, the Occupational Health Service randomly select a number of names which constitutes ten percent (10%) of each pool. Occupational Health Service shall notify the Chief of the Department of the names selected and the Chief shall order said members report to the Occupational Health Service Center for drug testing on the first available date on which they are working. Subsequently, the Chief shall notify the union president when the member is so ordered. The Department shall maintain the list of names selected for testing as confidential as is reasonable and only notifying those members in the Department that have a need to know. Members who are selected for testing in any given quarter shall have their name returned to the pool of names and are subject to further selecting and testing if the random draw so requires.

- b. **Type of Screening.** When conducting testing for prohibited drugs, the testing facility will use urine screening. When conducting testing for alcohol, the testing facility will use breath alcohol testing. A blood sample may be used only in cases when the breathalyzer is challenged by an officer (a suitable specimen must be provided within 30 minutes) at his/her own expense.
- c. **Collection.** The designated collector shall divide the urine sample into two (2) containers, one for testing and the other for potential re-testing. The member will place a signed and dated seal over the cap of the specimen containers, place the sealed containers in an envelope, seal the envelope and then sign across the seal. In the event the member cannot produce sufficient urine for a split sample (a total of 45 milliliters, 30 for the tested sample, 15 for the untested sample) the specimen collector shall document the inability or produce a sufficient sample, an attempt should be made to have the member produce a sufficient specimen in accordance with procedures defined by the testing facility. A member who has not produced a sufficient specimen after three hours shall be referred to the Department's Medical Practitioner for evaluation in accordance with Paragraph 24.8(k).
- d. **Chain of Custody.** The designated collector shall retain

the samples to ensure chain of custody from the collection site to the location where the testing facility will conduct the actual test.

- e. **Drugs Tested.** The testing facility shall test the sample for the presence of the following drugs, or basis of drugs, or their metabolites: Amphetamines, Methamphetamines, Opiates & Expanded Opiates, and Synthetics, Phencyclidine, Cocaine, Marijuana, Benzodiazepines & Barbiturates, Methaqualone, Propoxyphene, Methadone, Suboxone, and Steroids.

The testing facility shall conduct an initial screening test on the urine sample, as well as a confirmatory test on each urine sample that yields a positive result.

- f. **Storage of Samples.** The Department will direct the testing facility to store all confirmatory positive urine samples in an appropriate, properly secured location.

- g. Any member shall have the opportunity to provide documentation of a prescription to the Medical Practitioner before the administration of random testing.

Where the Medical Practitioner verifies that the member was validly prescribed a substance otherwise prohibited under this policy and that such medical treatment was the cause of a positive test result during random testing, the Medical Practitioner may report the result without contacting the member. The intent of this section is to limit the interaction between the Medical Practitioner and the members. The Medical Practitioner shall be authorized to share information with the Chief of Police regarding prescriptions for medications that members disclose to the Medical Practitioner. Nothing in this section shall restrict the Medical Practitioner from contacting the member should the Medical practitioner require additional information to make a determination on the cause of a positive drug test.

- h. **Consultation with Medical Practitioner.** Upon a positive test result, the Department's Medical Practitioner shall contact the involved member. Such meeting shall provide the member with the opportunity to discuss alternative causes for the positive test. The final decision about the test result shall be made by the Department's Medical Practitioner.

- i. **Testing of 2<sup>nd</sup> Sample.** A member who tested positive for a controlled substance(s)/illegal drug(s) may, within seventy-two (72) hours of being informed of the test result, make a written request to have the untested sample submitted for testing. The member may select an alternative laboratory to test the untested sample. The alternative laboratory must be certified by SAMHSA and must perform a level of detection test. The untested specimen must be transported directly from the first testing facility to the alternative laboratory and the member must pay any associated costs for this additional test. The member must authorize the alternative laboratory to provide the test results directly to the Department's Medical Practitioner. If the split sample is tested and results in a negative finding. The City of Holyoke shall reimburse the officer for the cost of the re-test.
  
- j. **Insufficient Samples.** In the event that a member does not provide a sufficient breath sample for alcohol testing, or a sufficient urine sample for drug testing, the designated collector will refer the member to the Department's Medical Practitioner. If the Department's Medical Practitioner determines there is a valid reason for inability to provide a sufficient sample, then the Medical Practitioner shall direct the member to a specialist who shall confirm if there is a valid medical reason, and subsequently direct the member to additional testing to secure a valid sample. If, after consulting with the specialist, the Medical Practitioner finds no valid reason for the member's inability to provide a sufficient sample, then the member shall be treated as if he tested positive. If the testing facility informs the Department's Medical Practitioner that a member provided a diluted sample, then the Department's Medical Practitioner shall have the discretion to order additional testing to secure a valid sample.

Paragraph 24.9. - Policy Enforcement

- a. The Chief of Police, or his designee, shall be charged with the enforcement of this policy.
  
- b. **Self-Referral.** Any member who self-refers to a drug

and/or alcohol rehabilitation program, but has not violated any provision of this policy shall not be subject to disciplinary action. This section shall not apply to members in their probationary period. This section shall not apply to members who self-refer after being notified of or directed to random testing under Paragraph 24.8.

The City and Union encourage self-referral to deal with the use, abuse, or addiction to substances prohibited under this policy. Self-referral is not designated to preclude discipline, subject to M.G.L. c. 31, for the possession or use of illegal drugs or alcohol in violation of this policy.

- c. **Disciplinary Action for Violations of this Policy.** Any member who engages in the prohibited conduct under this policy and as referenced in Paragraph 24.6 shall be subject to disciplinary action up to and including termination, subject to appeal rights under M.G.L. c. 31 s. 41 if applicable, and unless otherwise indicated in Paragraph 24.9(d) below.
- d. **Disciplinary Action for Random Drug & Alcohol Testing.** The following standards for disciplinary action shall apply to members who receive a positive test result in accordance with the random drug & alcohol testing described in Paragraph 24.8 above.
  - i. **First Instance of Positive Test Result.** The member shall sign a rehabilitation agreement which shall stipulate that the member be: (1) required to arrange and successfully complete a department approved drug or alcohol rehabilitation program, described in section 9.5 below; and, (2) upon return to work, shall be subject to drug testing or alcohol testing, with or without reasonable cause, at any time in the discretion of the City for a period of twenty-four months from the date the member returns to duty. If a member violates the rehabilitation agreement, fails to complete a rehabilitation program, or refuses a test as ordered by the Chief, he/she shall be subject to termination.
  - ii. **Second Instance of Positive Test Result.** A positive drug test which constitutes the member's second offense shall constitute just cause for termination

and employee shall be separated from employment, subject to M.G.L. c. 31 s. 41.

- e. Rehabilitation Agreement. Except as otherwise specified by this policy, the Department may, in its discretion, offer a member the opportunity to enter into a rehabilitation agreement in lieu of disciplinary action.
  
- f. Rehabilitation Program. Any member ordered by the Department to attend a drug and alcohol rehabilitation program in accordance with this policy shall arrange for attendance at a program at his or her own expense. The City, acting through its Chief of Police, shall designate the program and approve details. The member shall be required to complete the program in accordance with such details. The member shall sign all necessary consents and releases to allow the Chief of Police to monitor the employee's compliance with the rehabilitation program. Member shall not be entitled to compensation for attendance or participation in any rehabilitation program or related appointments under this section unless herein otherwise provided. Subject to M.G.L. c. 31, Member shall be provided an unpaid leave of absence for the purpose of completing such program, and the members shall be able to use their accrued but unused sick, vacation leave, or compensatory time off, if available, for said period. Failure to satisfy a rehabilitation program shall be grounds for disciplinary action, up to and including termination.
  
- g. Nothing in this Policy shall limit the Chief of Police's authority to impose discipline for violation of the Rules and Regulations of the Department not included and covered by this Policy.

Paragraph 24.10. - Union Representation

At any time, the Union, upon request, will have the right to inspect any aspect of the drug and alcohol testing program with the exception of individual test results, so long as such inspection and observation do not interfere with the drug and alcohol testing program. The Union may inspect individual test results if the release of this information is authorized by the member involved.

Paragraph 24.11. - Education



Each current member if to be provided with a copy of this policy and the Acknowledgment Form (Appendix C) and will be required to sign the form and return it to his or her supervisor.

Each new employee shall at the time of hire be provided with a copy of this policy and the acknowledgment form. The new employee must sign the acknowledgment form before being permitted to work.

Paragraph 24.12.      Effective Date

The Effective Date of this Article shall be July 1, 2018. Prior to the Effective Date of this Article, the terms of Article Twenty-Four under the prior Agreement of the Parties dated July 1, 2013 and Memorandum of Agreement dated December 22, 2016 shall remain in full force and effect.

ARTICLE XXV  
DURATION

Paragraph 25.1 Subject to an appropriation by the City Council of the City of Holyoke, as provided in Section 7 (b) of Chapter 150E of the Massachusetts General Laws, the provision this Agreement shall take effect upon execution of this document unless otherwise indicated and shall continue in full force and effect until and including June 30, 2022. All provisions shall be retroactive to July 1, 2019 for those employees who are actually working and in the current active employ of the Department on and after the execution of this Agreement, with the exception of longevity which shall be retroactive to January 1, 2020, and court time, which shall not be retroactive. The City and the Union agree to commence negotiations not later than March 1, 2022 for a new or amended Agreement to supersede and take the place of this Agreement.

IN WITNESS WHEREOF, the City of Holyoke has caused this Agreement to be executed in its behalf by Alex B. Morse its duly elected Mayor Duly authorized and the International Brotherhood of Police Officers, has caused this Agreement to be executed in its behalf by Laurence Courmoyer, the President of its Local Union #409, duly authorized at Holyoke, Massachusetts on \_\_\_\_\_.

FOR THE CITY OF HOLYOKE

BY: *Alex Morse*

Alex B. Morse, Mayor

Duly Authorized Representative

FOR THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS,

Local 409

BY: *Math F Moriarty*

Captain Matthew F. Moriarty, President

Duly Authorized representative

APPROVED AS TO FORM

BY: *[Signature]*

City Solicitor

APPENDIX "A"

AUTHORIZATION FOR THE DEDUCTION OF UNION DUES

TO: The City of Holyoke

I hereby authorize and direct the City, in the manner and to the extent provided in this Authorization, to deduct from my wages or salary the amount of my regular current, monthly dues as a member of the Union

The deduction from my wages or salary as provided in this Authorization shall be made on each pay day in each month in which there are fewer than three (3) pay days in an amount equal to one-half (1/2) of my Union dues for the month.

This Authorization to make deductions from my wages or salary shall be revocable by me at this time by giving not less than thirty (30) days notice in writing of such revocation to the Treasurer of the City of Holyoke, Massachusetts and by the filing of a copy of said revocation with the Treasurer of Local Union 409 at Holyoke, Massachusetts. If not previously withdrawn or revoked, this Authorization shall be deemed to be automatically canceled and revoked and no further force or effect upon the termination of my employment as an employee of the City of Holyoke within the bargaining unit described in the effective Agreement between the City and the Union, whichever shall first occur.

_____		_____	
Street and Number		Name of Employee	
_____		_____	
City	State	Zip	Social Security
Number			

APPENDIX "B"

COMPENSATION

These rates are weekly base. Training pay, for those grandfathered, will also be affected by the percentage rate increases noted. Quinn incentives will increase indirectly by the same percentages since such incentives are computed as a percentage of the base plus other applicable base additions.

Effective January 1, 2008, these rates include clothing.

Effective January 1, 2011, these rates include new training items - Defibrillator Cert., First Responder/CPR Cert., and Firearms Proficiency. Effective July 1, 2019, rates include clothing allowance of 12.2.

LOCAL 409 - FOR THE CONTRACT DATED JULY 1, 2019-JUNE 30, 2022:

	+1.0%
	<u>7/1/19</u>
Sergeant	\$1,584.32
Lieutenant	\$1,829.98
Captain	\$2,123.32
Deputy Chief	\$2,162.05

LOCAL 409 - FOR THE CONTRACT DATED JULY 1, 2019-JUNE 30, 2022:

	+2.0%
	<u>7/1/20</u>
Sergeant	\$1,616.01
Lieutenant	\$1,866.58
Captain	\$2,165.79
Deputy Chief	\$2,205.29

LOCAL 409 - FOR THE CONTRACT DATED JULY 1, 2019-JUNE 30, 2022:

	+2.0%
	<u>7/1/21</u>
Sergeant	\$1,648.33
Lieutenant	\$1,903.91
Captain	\$2,209.11
Deputy Chief	\$2,249.40

APPENDIX "C"  
 DRUG & ALCOHOL TESTING POLICY  
 ACKNOWLEDGEMENT FORM

Acknowledgment of Receipt of the Holyoke Police Department  
 Drug & Alcohol Testing Policy

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of the Holyoke Police Department's Drug & Alcohol Testing Policy. I understand that I am subject to and required to abide by the policy throughout the time that I am employed by the Holyoke Police Department. I acknowledged that I have read it and understand its terms and conditions.

\_\_\_\_\_

(Signature)

(Date)

1