

AGREEMENT

between

THE CITY OF GREENFIELD

and

SALARY SCHEDULE EMPLOYEES ASSOCIATION  
(SSEA)

July 1, 2023 through June 30, 2024

**TABLE OF CONTENTS**  
***(By Article)***

	<u>Page</u>
AGREEMENT .....	1
PREAMBLE .....	1
ARTICLE 1 Recognition and Rights .....	1
ARTICLE 2 No Discrimination.....	3
ARTICLE 3 Maintenance of Membership .....	4
ARTICLE 4 Hours of Work .....	4
ARTICLE 5 Overtime .....	5
ARTICLE 6 Compensatory Time.....	6
ARTICLE 7 Holidays .....	6
ARTICLE 8 Vacation Leave .....	7
ARTICLE 9 Sick Leave.....	8
ARTICLE 10 Family and Medical Leave .....	10
ARTICLE 11 Social Media .....	11
ARTICLE 12 Jury Duty Leave.....	11
ARTICLE 13 Bereavement Leave.....	11
ARTICLE 14 Personal Leave .....	12
ARTICLE 15 Other Leaves of Absence .....	12
ARTICLE 16 Professional Enhancement Bylaw.....	13
ARTICLE 17 Grievance Procedure .....	14
ARTICLE 18 Insurance .....	16
ARTICLE 19 Pension.....	16
ARTICLE 20 Seniority .....	16
ARTICLE 21 Layoff, Rehire and Transfer.....	16
ARTICLE 22 Wages.....	17
ARTICLE 23 Employee Rights .....	19
ARTICLE 24 Job Descriptions and Vacancies.....	19
ARTICLE 25 Notices and Facilities.....	19
ARTICLE 26 Strikes and Lockouts.....	20
ARTICLE 27 Safety .....	20
ARTICLE 28 Intergovernmental Benefit Recognition.....	21
ARTICLE 29 Review and Adjustment of Positions .....	21
ARTICLE 30 Charter Officials .....	22
ARTICLE 31 Substance Abuse Policy.....	23
ARTICLE 32 Miscellaneous .....	23
ARTICLE 33 Duration .....	24
APPENDIX A List of Positions Included in the Bargaining Unit .....	25
APPENDIX B Check off Authorization .....	27
APPENDIX C S Salary Schedule .....	28
APPENDIX D Drug & Alcohol Policy and Procedures .....	29
APPENDIX E Memorandum of Agreement — Impact Bargaining Process.....	30
APPENDIX F Re-Openers .....	31
APPENDIX G Contract Bar Waiver .....	32

**TABLE OF CONTENTS**  
***(By Topic)***

Agreement.....	1
Bereavement Leave.....	11
Charter Officials.....	22
Compensatory Time.....	6
Duration .....	24
Employee Rights .....	19
Family and Medical Leave.....	10
Grievance Procedure.....	14
Holidays .....	6
Hours of Work .....	4
Insurance .....	16
Intergovernmental Benefit Recognition.....	21
Job Descriptions and Vacancies.....	19
Jury Duty Leave .....	11
Layoff, Rehire and Transfer.....	16
Maintenance of Membership .....	4
Miscellaneous .....	23
No Discrimination.....	3
Notices and Facilities.....	19
Other Leaves of Absence .....	12
Overtime .....	5
Pension.....	16
Personal Leave .....	12
Preamble .....	1
Professional Enhancement Bylaw.....	13
Recognition and Rights.....	1
Review and Adjustment of Positions .....	21
Safety .....	20
Seniority.....	16
Sick Leave.....	8
Social Media .....	11
Strikes and Lockouts.....	20
Substance Abuse Policy.....	23
Vacation Leave .....	7
Wages.....	17
Appendix A: List of Positions Included in the Bargaining Unit .....	25
Appendix B: Check off Authorization .....	27
Appendix C: S Salary Schedule .....	28
Appendix D: Drug & Alcohol Policy and Procedures .....	29
Appendix E: Memorandum of Agreement – Impact Bargaining Process.....	30
Appendix F: Re-Openers .....	31
Appendix G: Contract Bar Waiver .....	32

## **AGREEMENT**

This agreement is made and entered into in Greenfield, Massachusetts between the City of Greenfield in the County of Franklin, Massachusetts (hereinafter called the City) and the Salary Schedule Employees Association (hereinafter called the Association).

## **PREAMBLE**

It is the intent and purpose of this agreement:

- A. To promote and further orderly and harmonious collective bargaining relations between the City, the employees in the Bargaining Unit, and the Association.
- B. To specify rates of pay, hours of work and other terms and conditions of employment for City employees in the Bargaining Unit.
- C. To establish amicable means for the adjustment of grievances relating to wages, hours and other terms and conditions of employment for employees in the Bargaining Unit.
- D. To assure professional performance of employees in the Bargaining Unit of their work in a conscientious, productive, and skillful manner which will serve the efficiency and economy of operation in their service to the City, and to provide the highest quality and most efficient service to the community.

## **ARTICLE 1**

### **RECOGNITION AND RIGHTS**

- A. In accordance with the original voluntary recognition of the Association by the City as revised by the Memorandum of Understanding of September 25, 2001 and as modified in part and confirmed in part by the decision of the Massachusetts Labor Commission in Case Nos. MUP-04-4178 and CAS-04-3588 decided February 8, 2006, the City *recognizes the Association as the sole and exclusive representative of all S-schedule employees who come within the bargaining unit described therein. The "List of SSEA Positions Covered by Contract" as is set forth at Appendix A to this agreement.*
- B. The City, the Union and the employees agree that the right and responsibility to operate and manage the business and the affairs of the City, to select and direct the working forces and to control, direct, discontinue and change the use of its properties and facilities are vested exclusively in the City. These rights and responsibilities include by way of illustration the right to determine, control and change work and experimental operations; the right to select, test, train and to determine the ability and the qualifications of the employees; the right to determine, control and change emergency, experimental, operating, production, shift, training and working assignments and schedules; the right to determine, control, plan and change all matters pertaining to purchase, sale or disposition of equipment, and the organization of the management staff; the right to establish, distribute, modify and enforce reasonable rules of employee conduct and policies, manuals of operating procedures and rules and regulations governing matters pertaining

to safety and health within the operations of the City; the right to determine, control and change the quality and nature of its products, materials and services; the right to employ, lay off; discharge, retire, assign, discipline, transfer, interview and promote its employees, including casual, seasonal, temporary employees and contract labor except as specifically limited by this agreement; the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment and reduce, eliminate or subcontract functions as limited by the Memorandum of Agreement executed by the parties on February 14, 2013; the right to investigate all matters relating to City operations, citizen complaints and employee conduct; the right to control, determine, direct, establish, change and discontinue City functions and services or the location or the operation of its office, or other facilities; the right to determine, establish and change any form of employee benefits not otherwise provided for in this agreement; the right to maintain discipline and order and to maintain or improve efficiency within its operations and all other rights pertaining to the operation and the management of the business and the affairs of the City and the establishment and change of conditions of employment not specifically given in this agreement to the Union or to the employees. The failure by the City to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of the right of the City to control, operate and manage its business. The Union and the employees agree that, except as otherwise specifically provided in this agreement, nothing contained in this agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent right to the management of the City to operate and conduct its business, facilities and services with maximum efficiency or of the common law right of the City to control, direct, manage, plan and make changes in the business or the affairs of the City, and to unilaterally exercise rights and authority as provided and illustrated in this Section; provided, however, that none of these rights shall be exercised by the City contrary to any specific provisions of this agreement.

The foregoing management rights include the City's right to develop, alter, or abolish employment policies, practices, procedures and rules including the right to establish, change, alter, eliminate or restructure positions or job descriptions.

Prior to implementing any of the employment policies, practice, rule, procedure or position or job description changes referred to above, the City shall provide the Union with at least forty-five (45) calendar days notice to allow for an opportunity for discussion, provided, however, that in the case of an emergency such as, but not limited to, a public health emergency, the City has the right to implement such changes on less than forty-five (45) calendar days' notice to the Union.

- C. To determine the qualifications for new or vacant positions, or to meet legal licensure or certification requirements. The City shall notify the Association of the creation of any new position or classification which arguably should be added to the bargaining unit. The City further agrees to meet and negotiate with the Association regarding such new position(s) or classification(s), and the grade of any new position. Likewise, the City shall notify and negotiate with the Association of any change of grade or any current positions.

- D. No amendment, alteration or variation of the terms or provisions of this agreement shall bind the parties hereto unless made and executed in writing by said parties.
- E. The failure of the City or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this agreement, shall not be considered a waiver or relinquishment of the right of the City or of the Union to future performance of any such term or provision, and the obligations of the Union and the City to such future performance shall continue.
- F. No employee who has completed a probationary period of six (6) months of City employment shall be disciplined or discharged without just cause. No discipline, discharge or termination of a probationary employee shall be subject to the grievance and arbitration procedures of this agreement.

**ARTICLE 2**  
**NO DISCRIMINATION**

- A. The City and Association agree that no employee shall be discriminated against on account of membership or no membership in the Association or by reason of support of the Association. All lawful Association activities are protected hereunder. The City recognizes the duly elected officers of the Association.
- B. The City recognizes its obligations under the Massachusetts Fair Employment Practices Act and other relevant laws which provide employees with rights to be free from unlawful discrimination based on factors such as age, race and gender. Any claim that the City or a City management employee or official has violated these rights shall be pursued exclusively through resort to the procedures established under State and Federal laws for the vindication of these rights.
- C. The Association President or designee will be permitted absence without loss of pay for the purpose of attendance at grievance, arbitration or State administrative board meetings or for the purposes of meeting with a City official pertaining to a matter involving a unit employee. Up to four (4) members of an Association Negotiation Committee will be permitted to meet among themselves and with representatives of the City during hours of employment without loss of pay for reasonable periods of contract negotiations, and up to two (2) members for grievance meetings with City representatives. General membership meetings during the working day will be scheduled over lunch or during other time off.
- D. Subject to State law and arbitral authority, nothing in this agreement shall abridge the right of any duly authorized representative of the Association to present the views of the Association on issues affecting the welfare of its members. It is recognized that such views may be oral, written, published or unpublished.

**ARTICLE 3**  
**MAINTENANCE OF MEMBERSHIP**

- A. Employees have the Constitutional right to choose to be or not be members of the Union. They cannot be retaliated against for exercising these rights. Upon receipt by the City of the check off authorization form (copy attached and marked as Appendix B) duly dated and executed by an employee, the City shall deduct from the wages owed such employee the monthly Association dues. The City will forward monies so deducted to the Secretary/Treasurer of the Association on a monthly basis with a list specifying each employee and their respective deduction. The City shall deduct from an employee's wages only that amount of money which the Association has certified, in writing, is the amount of Association dues established by the Association.

The Association agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary/Treasurer of the Association, who shall provide such information to the City Treasurer as may be required by said City Treasurer under General Laws, Chapter 180, Section 17G.

- B. The Association 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 check off of Association dues delivered to the City by the Association.

**ARTICLE 4**  
**HOURS OF WORK**

- A. The normal work week for employees shall begin at 12:01 am on Sunday and end on the following Saturday at midnight. The pay day shall begin at 12:01 am and end at midnight as stated above.
- B. Each full-time employee shall be entitled to a meal period, as close to the middle of the day as possible. Meal periods are unpaid and one hour in length or as agreed upon at hire.
- C. Each full-time employee shall be entitled to two (2) paid rest periods in each half of the regularly scheduled work day. Rest periods shall be ten (10) minutes in length, or as agreed upon at hire.
- D. For the purpose of this agreement, the following definitions apply:
1. Full-Time — a year round employee whose work schedule is a minimum of 37.5 hours per week. The normal work week shall be Monday thru Friday; either 8:30 am — 5:00 pm or 7:00 am — 3:00 pm; or except where other hours or times are established by the City at hire or after giving at least thirty (30) days' notice to the employees and the Association of a start time change to be consistent with start times of other City employees with whom the employee(s) works. All employees

who are regularly scheduled to work the defined normal work week hours are eligible for all City benefits.

2. Part-Time — those employees who do not work a 37.5 hour week but who work year round. Part-time employees must, however, work an average of twenty (20) hours a week in order to be eligible for all City benefits, as well as statutory benefits for which they meet statutory requirements. Accrual rates or defined benefits shall be pro rata. Pro rata is defined as the equivalent amount as compared to a full-time position.
  3. Temporary — those employees who are hired for a short term period of usually six months or less. Temporary employees are not eligible for benefits; except, when temporary employees have worked for six consecutive months they shall be thereafter entitled to a pro rata benefit for vacation and holidays solely, based upon their average weekly hours to that date, commencing in month seven (7) and thereafter for as long as they continue to be employed, with no breaks in service, till termination or reclassification.
- E. All departments may offer a flex-time schedule to their employees. Said schedule shall not cause a disruption in departmental duties or functions, nor interfere with providing citizen services, while also providing the employees with as much flexibility as possible on starting, lunchtime and stopping hours.
- F. The City reserves its right in creating a new position or in posting vacancies, to assign the job to a schedule different from those currently in effect, such as one requiring more work on Saturdays, Sundays, or more evening shifts, it being understood that once established, substantial changes to be in effect for more than one month will require approval by the City, the employee and the Association. The City may establish forty (40) hour work schedules for non-exempt employees.

## **ARTICLE 5** **OVERTIME**

- A. Any hourly non-exempt employee (i.e., City Council Administrative Assistant) shall be compensated at the rate of one and one-half (1 1/2 times) their regular rate of pay for all hours worked in excess of 37.5 hours in any work week.
- B. No non-exempt employee shall work overtime unless it is authorized by their supervisor prior to the overtime being worked or under an established written policy.



**ARTICLE 6**  
**COMPENSATORY TIME**

- A. Non-exempt employees who are entitled to overtime pay may voluntarily agree, if offered, to accept compensatory time off, at the rate of one and a half hour for each overtime hour worked.
- B. Scheduling of accumulated compensatory time off shall require the approval of the supervisor in accordance with the rules applicable to use of personal leave. Employees shall make every due effort to ensure the smooth operation of the department in scheduling any such absence whenever possible, and supervisors shall not unreasonably withhold permission nor engage in retribution in the exercise thereof.
- C. No more than forty (40) hours of compensatory time may be accumulated, except as expressly agreed in writing by the City.

**ARTICLE 7**  
**HOLIDAYS**

- A. The following will be considered paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
	Christmas Day
- B. Holidays that fall on Saturday or Sunday will be observed on the preceding Friday or the following Monday, respectively.
- C. Christmas Eve (12/24) and New Year's Eve (12/31) (the last work day before the observance) will be half day holidays (four (4) hours).
- D. To be eligible for holiday pay, an employee must be scheduled for twenty (20) or more hours per week, have completed at least thirty (30) calendar days of employment, and have worked or been approved leave the day immediately preceding the holiday. Holiday pay is not available for an employee who, immediately prior to the holiday, has been on a paid or approved (Workers' Compensation) medical leave for more than thirty (30) calendar days.
- E. Where a holiday occurs during an employee's vacation period, the employee will be paid holiday pay and will not be charged with a vacation day.

- F. Holiday pay will be pro-rated for part-time employees who either (1) are scheduled to work four (4) days per week or (2) if scheduled to work fewer than four (4) days per week, are scheduled to work on the holiday.
- G. If an employee is requested to work on a holiday, they shall be compensated in the manner agreed upon between the employee and the department head.
- H. In the event of any conflict between this Article and the holiday schedule for employees of other bargaining units under the supervision of the SSEA employee, the department head will provide the SSEA employee with an alternative holiday arrangement.
- I. Effective July 1, 2021, Employee birthdays will be a paid holiday (birthday holiday must be used within the week the birthday lands, scheduled in collaboration with their direct supervisor if it is not on their actual birthday). If birthday occurred before ratification and it landed on 7/1/21 or after, employee can still take the birthday holiday.

**ARTICLE 8**  
**VACATION LEAVE**

- A. Eligible employees hired prior to May 1, 2008, paid vacation leave shall be granted the vacation accruals as provided below:

Years of Service	Days/Year	Hours/Year	Hours/Month	Day/Month
Less than 3 years	11	82.5	6.88	.917
3-5 years	13	97.5	8.125	1.083
6 and 7 years	15	112.5	9.375	1.250
8 and 9 years	17	127.5	10.625	1.417
10 years	18	135	11.25	1.50
11 and 12 years	20	150	12.50	1.667
13 and 14 years	22	165	13.75	1.833
15 and 16 years	24	180	15.00	2.00
17-19 years	26	195	16.25	2.167
20-24 years	28	210	17.50	2.333
25 or more	30	225	18.75	2.50

- B. Eligible employees hired on or after May 1, 2008, paid vacation leave shall be granted the vacation accruals as provided below. All accrual adjustments shall take effect in the first pay period in which the employee completes the specified length of employment service requirement; provided, however, that employees must complete three (3) months of employment prior to being able to schedule vacation leave.

<u>Years of Service</u>	<u>Days/Year</u>	<u>Hours/Year</u>	<u>Hours/Month</u>	<u>Day/Month</u>
0 but < 10 years	15	112.50	9.38	1.25
10 but < 17 years	20	150	12.50	1.67
17+ years	25	187.5	15.63	2.08

- C. Vacations shall be granted by the department head at such time as in their judgment will not cause undue interference with the performance of the work of the City, and taking into consideration the employee's preference based on the employee's seniority. Any vacation leave must be requested in writing in advance. Employee requests will receive a response within ten (10) working days from the date of request; and approval of vacation requests will not be unreasonably withheld.
- D. Department heads must notify the Mayor of vacation absences of four (4) consecutive days or less, and must submit vacation requests of five (5) or more consecutive days to the Mayor for approval at least two (2) weeks prior. Department head requests will receive a response within ten (10) working days from the date of request, and approval of vacation requests will not be unreasonably withheld. Vacation may be taken in half-hour increments.
- E. Whenever the employment of any person subject to the provisions of this Section is terminated during a year by resignation, layoff, retirement or death, with the employee having unused vacation to which the employee is entitled under such Section, the employee, or in the case of the employee's death, their estate, shall be paid at the regular rate of compensation payable to them at the termination of their employment, an amount in lieu of such vacation.
- F. Vacation accumulation shall be a maximum of 12 months (i.e., length of employment service accrual is the capitation amount). Effective upon the execution of this Collective Bargaining Agreement, if for reasons beyond an employee's control, the employee is unable to use their full vacation leave within the prescribed twelve (12) month period, the employee may submit a request to the Mayor or Mayor's designee for payment of the unused vacation time or that the time be rolled over. Such request shall be supported in writing by detailed information concerning why the vacation time was not taken. Any such request shall be reviewed and shall not be unreasonably denied.

**ARTICLE 9**  
**SICK LEAVE**

- A. Full-time employees will accrue Sick Leave at the rate of 10 hours per month of completed service, to be credited on the first day of the following month. Eligible part-time employees will accrue the pro-rata amount. Sick leave may be accumulated without limit.
- B. Employees may use up to ten (10) days (75 hours) of sick leave each fiscal year for illness in the immediate family, as supported by reasonable evidence satisfactory to the City. Immediate family is defined as spouse, children, parents, step-parents, member of the immediate household residing with the employee or individual for whom the employee has acted as parent or legal guardian.

- C. Sick Leave will be granted to any employee known to be ill, or injured and unable to work, as supported by reasonable evidence satisfactory to the City, or for a doctor's appointment during their working hours which could not reasonably have been scheduled outside of work time. While the employee is on paid sick leave, their seniority will continue to accumulate to a maximum of one (1) year or the length of paid sick leave, whichever is greater. No unpaid absence for reasons of illness or injury will be allowed or authorized until the employee's paid sick leave account is exhausted.
- D. Sick leave shall be subject to the following rules:
1. Sick leave shall be authorized only by the head of the department of the City by which the employee is employed.
  2. Each employee shall notify their supervisor or department head, before starting time on the first day of absence of their intended absence, the anticipated length of absence and any subsequent change in the anticipated length of absence, except if circumstances preclude the employee from doing so. The City may require periodic reports from the employee as to their status.
  3. Absences incurred through substance abuse shall be excluded from sick leave provided; however, that sick leave is available for attendance at bona fide alcohol or drug abuse rehabilitation facilities.
  4. Sick leave is available for absences incurred through bona fide mental health medical conditions.
  5. No sick leave shall be available where the injury/illness arose out of employment for which another employer is liable under Workers' Compensation law or Section 111F of Chapter 41, M.G.L. and the employee is receiving sixty percent of their weekly pay.
  6. Employees on sick leave shall notify the City as to their contact information if not their home address, and shall comply with the medical restrictions placed upon them for recovery.
- E. Upon written application by the employee involved in a medical leave covered by Workers' Compensation, the employee may receive the difference between the Workers' Compensation benefit and regular pay, by accessing available sick leave to cover that difference.
- F. All full-time employees (or their estate) hired on or before October 27, 2009, shall receive twenty (20) percent of their unused accumulated sick leave at their base rate in a lump sum payment based upon years of service in the following termination of employment classifications.
1. Death: No minimum years of employment

2. Disabled: No minimum years of employment
3. Laid Off: One (1) year of employment
4. Retirement: Ten (10) years of employment
5. Resigns: Ten (10) years of employment

G. All full-time employees (or their estate) hired after October 27, 2009, their sick leave buy-back schedule shall be as follows, shall receive twenty (20) percent of their unused accumulated sick leave at their base rate in a lump sum payment based upon years of service in the following termination of employment classifications.

1. Death: No minimum years of employment
2. Disabled: No minimum years of employment
3. Laid Off: Ten (10) years of employment
4. Retirement: Ten (10) years of employment
5. Resigns: Ten (10) years of employment (capped at five thousand (\$5,000.00) dollars).

H. All full-time employees (or their estate) hired after February 2, 2013, their sick leave buy-back schedule shall be as follows; shall receive twenty (20) percent of their unused accumulated sick leave at their base rate, capped at five thousand (\$5,000.00) dollars In a lump sum payment based upon years of service in the following termination of employment classifications.

1. Death: No minimum years of employment
2. Disabled: No minimum years of employment
3. Laid Off: Ten (10) years of employment
4. Retirement: Ten (10) years of employment
5. Resigns: Ten (10) years of employment

**ARTICLE 10**  
**FAMILY AND MEDICAL LEAVE**

It is the policy of the City of Greenfield to comply with the provisions of the Federal Family Medical Leave Act (FMLA). Employees are entitled to Family and Medical Leave pursuant to the City's FMLA policy and applicable law. Additionally, this policy runs concurrently with and is integrated as provided for in the Massachusetts Parental Leave Act, MGL Chapter 149, Sec. 105D; and with the Massachusetts Small Necessities Leave Act (MGL Chapter 149, Sec. 52D) as may be applicable.

See the City of Greenfield Family and Medical Leave Policy for the Policy and Procedures.

**ARTICLE 11**  
**SOCIAL MEDIA**

**PURPOSE**

This document defines the social media policy for the City of Greenfield, MA, referred to herein as “the City”. This policy is intended to provide guidelines to ensure that social media tools are used properly and to address potential risks. The City recognizes that the secure use of social media can enhance communication, collaboration and information exchange; streamline processes; and foster productivity. To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, City departments may consider using social media tools to reach a broader audience, and further the goals and missions of departments, where appropriate.

See the City of Greenfield Social Media Policy.

**ARTICLE 12**  
**JURY DUTY LEAVE**

- A. Employees of the City who serve as a grand or traverse juror, or is subpoenaed as a witness in a Federal Court or in the Courts of the Commonwealth, shall receive from the City the difference between their salary and the compensation they receive for such jury service, exclusive of any travel or other allowance. It is the employee’s responsibility to notify their department head of the dates they are called for jury duty and to provide written proof by providing a copy of the notice to serve from the Jury Commissioner; and, to provide verification of compensation received for jury service, if provided to the employee.
- B. No pay will be allowed if the employee is subpoenaed either as a plaintiff or as a defendant, except if called as a result of their employment with the City.
- C. Seniority and benefits shall accumulate during this time.

**ARTICLE 13**  
**BEREAVEMENT LEAVE**

- A. The provisions of this Article are designed to provide time off to employees to prepare and/or participate in funeral services and attend to related family needs. Bereavement leave shall not be used for unrelated other purposes.
- B. Leaves up to a maximum of five paid working days shall be allowed for death in the immediate family of the employee and shall not be charged against the sick leave allowance.
- C. Seniority shall accumulate during this time.

- D. Immediate family defined in this section shall mean spouse, spousal equivalent, children, parents, step-parents, siblings, step-siblings, step-children, step-grandchildren, grandparents, grandchildren, great grandparents, and great grandchildren of the employee.
- E. Leaves up to a maximum of three paid working days shall be allowed for the death of a parent-in-law, brother or sister-in-law, grandparents-in-law and son or daughter-in-law.
- F. Leaves up to a maximum of one paid working day to attend the funeral service may be taken for the death of aunts, uncles or 1<sup>st</sup> cousins of the employee.

**ARTICLE 14**  
**PERSONAL LEAVE**

- A. Up to 37.5 hours per fiscal year shall be available to each full-time employee as paid personal leave (pro rata share for part-time who regularly work twenty (20) or more hours per week). Such leave may be taken at any time, subject to prior approval of the employee's department head, but in no less than half (1/2) hour increments.
- B. Such leave shall be with pay. Such leave is not accumulative. Benefit accruals remain unaffected.
- C. Personal leave shall be paid at an employee's regular rate of pay and is not accumulative from year to year.
- D. Personal leave will be credited on July 1<sup>st</sup> in any year, or the pro-rata share as calculated on the date of hire for new hires. Part-time employees shall have a pro-rata amount of personal leave.
- E. Whenever employment is terminated as a result of dismissal, layoff, resignation, retirement, or death without an employee having used personal leave to which they were entitled under this section, they, or in the case of death, their estate, shall be paid the balance of personal time remaining available to them in that fiscal year; provided however, that when resignation, termination or retirement occurs within thirty (30) days of the accrual being credited in any fiscal year, the employee is entitled to a pro-rata share only.

**ARTICLE 15**  
**OTHER LEAVES OF ABSENCE**

- A. Reasonable leaves for personal reasons may be granted for a maximum of one (1) year and shall be without compensation. Seniority shall not accumulate during this time. Continuation of any elected insurances shall be pursuant to the City's Group Insurance Eligibility Policy.

Upon return from such leave, all benefits, seniority and accrued amounts of benefits which an employee had been entitled at the time their leave commenced, and remain unused, will be restored to the employee upon their return.

**ARTICLE 16**  
**PROFESSIONAL ENHANCEMENT BYLAW**

- A. Effective upon the execution of this Collective Bargaining Agreement, the City may pay the cost of tuition for courses which are relevant to the position held at accredited colleges, universities, or other professional training schools if the City budget allows. The actual amount of tuition paid by the City, assuming, a passing grade, will be limited by the prevailing rate per credit hour at the University of Massachusetts at the time of application, and will not include other fees other than the aforementioned tuition costs. Prior approval by the department head is required.

The City shall allow appropriate paid time off and shall pay for all courses or other educational requirement(s) necessary for the employee to achieve or maintain certifications and/or licensure required for the positions and/or grade.

- B. The City shall pay the reasonable expenses (including fees, meals, lodging, and transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions, attendance at which the employee has received prior approval or has been requested to attend by the department head. Courses or programs (and associated reasonable expenses) which are required to maintain certification status and required licenses directly related to any employee's position will be paid for by the City in any event.
- C. Reimbursement for travel shall be at the prevailing rate as set by the City.
- D. Employees may participate in professional development during regular working hours with the approval of their Supervisor.
- E. Employees may attend job related out-of-state professional seminars, conferences or meetings; except, when absent for more than a single work day they must request in writing and receive prior approval from their department head. Approval will not be unreasonably withheld.
- F. Any monies expended under this Article will be subject to appropriations, and approval by the Mayor or designee.



**ARTICLE 17**  
**GRIEVANCE PROCEDURE**

**DEFINITION**

A grievance is defined as a complaint by any association member, group of members, or the Association that there has been a violation, misinterpretation or misapplication of the terms of this agreement.

**GENERAL**

- A. The Association shall have the right to be present and to participate in the processing of any grievance, at any level, and to use representatives of its own choosing.
- B. The time limits specified herein are calendar days and are considered to be as maxima, exclusive of scheduled vacations, which shall extend any time period by the equivalent number of vacation days. If the Association has not been notified of any grievance, either by member(s) or the City as specified elsewhere herein, the grievance shall be considered to be not filed. Additionally, any requisite time limits do not commence until such time as the Association is notified. Time limits specified may also be extended by written mutual consent.
- C. No reprisals of any kind will be taken against any party by reason of participation in a grievance. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- D. Responses at all levels of the grievance procedure shall state the rationale for the decision and shall be communicated in writing to the grievant and the President of the Association.
- E. The City shall notify the Association President of any written warning or more serious disciplinary action unless the employee waives this notice, provided that, in the event of a disciplinary suspension or discharge, the Association President will be notified forthwith of the action and the factual basis for the discipline, in writing.

**INFORMAL PROCEDURE**

- F. The purpose of this procedure is to secure, at the lowest level, equitable solutions to problems which may arise under this agreement. Any employee having a complaint sufficient to state a grievance as defined above shall, prior to filing it under the formal procedure, discuss the matter informally with their supervisor in an attempt to resolve it in a reasonable manner. Such discussion must be requested no more than fourteen (14) calendar days from the time the employee knew, or should have reasonably known, of the act or condition on which the grievance is based. At the informal meeting the employee may have Association representatives at the election of the employee and the supervisor may request to have the Director of Human Resources present.

## FORMAL PROCEDURE

- G. Level One: the employee(s) or the Association shall present the grievance to an immediate supervisor, in writing, within fourteen (14) calendar days after completion of the informal procedure. If an employee chooses to file the formal grievance individually (rather than through the Association), a copy of said written grievance shall be provided by the employee to the President of the Association at the time of filing with their immediate supervisor. The grievance shall indicate the particulars of the complaint, including dates and circumstances where applicable, and the portion(s) of the contract on which the grievance is based. Once submitted, the content of the grievance may not be changed. The grievance shall be discussed by the aggrieved and the supervisor (with or without an Association officer present as determined by the employee and with or without the Director of Human Resources as determined by the supervisor). The supervisor shall answer the grievance within fourteen (14) calendar days of receipt. The supervisor shall provide the President of the Association with a copy of said written response concurrent with the employee's copy.
- H. Level Two: If the grievance has not been resolved to the satisfaction of the grievant and/or the Association with the immediate supervisor, the grievant or the Association may, within fourteen (14) calendar days, submit the grievance in writing to the Mayor. If the employee chooses to file the grievance individually (rather than through the Association), a copy of said written grievance shall be provided by the employee to the President of the Association at the time of filing with the Mayor. The grievance shall be discussed by the aggrieved and the Mayor (with or without an Association officer present as determined by the employee and with or without the Director of Human Resources as determined by the Mayor). The Mayor shall answer the grievance within fourteen (14) calendar days of its receipt. The Mayor shall provide the President of the Association with a copy of said written response concurrent with the employee's copy.
- I. Level Three: If the grievance is not resolved to the satisfaction of the Association, the Association may, within thirty (30) calendar days following receipt of the Mayor's response, submit the grievance to final and binding arbitration. The procedure governing the arbitration process is set forth below:
- J. Unless otherwise agreed, the arbitration proceeding will be conducted under the then applicable Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be rendered in writing as soon as possible and shall be considered to be final and binding on the City, the grievant and the Association. The cost of the arbitration shall be borne equally by the City, the grievant and the Association, unless otherwise agreed upon in writing between the parties.
- K. In the case of any grievance which may involve a violation of State or Federal law or statute, or which may be litigated before any governmental agency or tribunal, and which is not resolved to the satisfaction of the aggrieved employee by the City, the Association agrees to confer with its membership on whether it would be more advantageous for the aggrieved employee to take the case to arbitration or to the appropriate agency or tribunal.

The Association will not unnecessarily harass the City by involving the City in both types of procedures.

**ARTICLE 18**  
**INSURANCE**

The City will provide a health insurance plan for eligible employees pursuant to the provisions of M.G.L. c. 32B.

**ARTICLE 19**  
**PENSION**

- A. The Retirement System as provided under Chapter 32 of the General Laws of Massachusetts, as amended, shall be applicable to eligible employees.
- B. The City hereby agrees to maintain an IRS Section 457 Deferred Compensation Plan as amended by law or any plan administrator.

**ARTICLE 20**  
**SENIORITY**

- A. Seniority shall be defined as length of service with the City from the most recent date of hire. Departmental seniority shall be defined and restricted to their continuous length of service in their current department.
- B. Summer help and temporary employees shall not have any Seniority or Departmental Seniority.
- C. Seniority of any employee covered by this Article may be broken only by discharge, retirement, layoff or resignation.

**ARTICLE 21**  
**LAYOFF, REHIRE AND TRANSFER**

- A. In the event of a layoff caused by the elimination of, or reduction in positions, the affected employees shall be given the opportunity to apply for any position covered by this agreement for which they are immediately qualified. Seniority may be exercised within or between departments.
- B. Any employee who is laid off shall first be given thirty (30) days' written notice, stating reasons for said layoff, and shall also receive any vacation, personal time or compensatory time due them upon separation, including Article 9FGH benefits.

- C. An employee who has been laid off shall be given the opportunity to apply for any future openings in positions and shall be permitted two (2) weeks to apply. Said applications shall be reviewed according to the provisions of Section A of the Article. Notice of such a vacancy shall be mailed to the last known address on file and they shall be permitted two (2) calendar weeks to apply. This shall not apply after one (1) year from the date of layoff.
- D. An employee shall retain all accrued employment seniority and Departmental Seniority prior to being laid off if they are rehired within twenty-four (24) months after the initial layoff.

Seniority shall be defined as an employee’s length of service with the City from the most recent date of hire. Any employee shall lose their seniority and cease to be a City employee for the following reasons:

- 1. Does not return from layoff within fourteen (14) days after notification is sent. Notification shall be by means of postal mail and email.
- 2. Has been on layoff for the length of their employment service or two (2) years, whichever is less.

- E. In the event of a position being vacated or created, all employees shall be notified pursuant to Article 24. Qualifications for such an applicant shall be reviewed and departmental seniority shall be one determining factor for placement in such a position.

**ARTICLE 22**  
**WAGES**

The classifications, grades and wages have been negotiated and are made a part of this contract as Appendix “C.” The wages on Appendix “C” shall increase by three percent (3%) COLA retroactive to July 1, 2023.

In connection with the payment of retroactive amounts of pay under this agreement, said retro shall be limited to employees still actively employed in the bargaining unit as of the date this collective bargaining agreement is signed by all of the parties and will not be processed for payment until after the collective bargaining agreement is ratified by the Association and approved by the City to include appropriation by the City Council. The City may adjust the payroll work week to comply with DOL regulations barring payment for work not previously performed.

- A. Pay Practices:
  - 1. All employees covered by the terms and conditions of this agreement shall be paid biweekly.

2. Salary payments shall be electronically forwarded by the City directly to a bank account selected by the employee for direct deposit on or before Friday of the pay period.
3. The payroll period shall begin at 12:01 am on Sunday and end at midnight on the second Saturday. The pay day shall begin at 12:01 am and end at midnight as stated above.

B. The City shall grant classification step increases where applicable in the first payroll period in July of each fiscal year.

C. Longevity pay shall be paid at the rate of ten dollars (\$10.00) per week to employees commencing at ten (10) years of continuous employment service and employees shall be paid longevity pay at the additional rate of two dollars (\$2.00) for each year of continuous employment service upon commencing their eleventh (11<sup>th</sup>) year of continuous service.

Thus, an employee with eleven (11) years of continuous employment service shall be paid longevity pay of twelve dollars (\$12.00) per week. Upon commencing their twelfth (12<sup>th</sup>) year of continuous employment service, this employee will be paid longevity pay at the rate of fourteen dollars (\$14.00) per week, etc.

Eligible employees will receive longevity increases on the first of the month in which their anniversary date lands instead of on their anniversary date.

D. New Hires starting at Step A are granted Step B after six months; except, if the date of hire is within six months of the fiscal year step (July 1<sup>st</sup>), Step B will be awarded for both the completion of six months and the fiscal year step (July 1<sup>st</sup>).

E. Employees who are non-exempt under FLSA and who are called in to work, and upon their arrival are informed their services are not required, or their services are required for less than two hours, shall receive a minimum of two (2) hours of pay.

F. Some bargaining unit positions are held by employees who have, in addition to their position's duties, taken on additional responsibilities not within the position's job description. Those employees who have accepted such additional responsibilities, and who have been provided a stipend for such duties, may volunteer to continue to perform such responsibilities and, if offered and voluntarily accepted, those stipends will continue for as long as the voluntary responsibilities are so assigned. Neither the City nor the employee shall be obligated to continue the stipend assignment. Should the City decide to establish and assign other stipend responsibilities to employees within the bargaining unit, it shall first give notice to the Association and negotiate the terms of such an assignment. The existing stipends are as follows:

Annual Stipends for S Employees Performing Work Outside  
of the Parameters of Their Regular Assignments

Function	Stipend Amount
Recycling Coordinator	\$2,000
IT Facilitator for the Library	\$1,000
Assistant Field Superintendent(s)	\$2,000
Field Superintendent	\$2,000

**ARTICLE 23**  
**EMPLOYEE RIGHTS**

- A. Employees may review their personnel records, including responding to any negative information as provided for in M. G.L. e. 149, s. 52C and applicable City policy.
- B. Any credible complaints regarding an employee made to the Department Head or Mayor will be promptly called to the attention of the employee and said complaint will be identified to the employee. Complaints that are not deemed to be credible shall be treated as if they had not been made, and no notation or record shall be entered in the employee's personnel file.

**ARTICLE 24**  
**JOB DESCRIPTIONS AND VACANCIES**

- A. The City agrees to present to the Association any and all proposed changes in job descriptions and to enter into discussion with the bargaining unit over proposed changes in any job description.
- B. The City agrees to post notices of any job vacancies at all City work site buildings for ten (10) calendar days.
- C. Postings shall include a current or draft job description.

**ARTICLE 25**  
**NOTICES AND FACILITIES**

- A. The Association may use City bulletin board facilities for the use of the Association for posting official notices which are restricted to the administration of internal association business, elections, appointments, and meetings.
- B. The City will provide the Association the use of meeting space for the purpose of communicating with its members. The City will allow Association use of the departmental mail room to distribute notices to members pertaining to Association

business. The City will allow use of copy machines for the purposes of duplicating notices or contracts to Association members. These activities shall be limited to off-duty or break times unless agreed to in advance with the City.

**ARTICLE 26**  
**STRIKES AND LOCKOUTS**

The Association agrees that, during the life of this agreement, there will be no strike, picketing or stoppage of work and the City agrees that there will be no lockout.

**ARTICLE 27**  
**SAFETY**

- A. The City, the Association and employees agree to cooperate in order to provide the public and the employees with safe operations. Each party agrees to make reasonable efforts to take necessary steps to accomplish the objectives of the parties.
- B. No employee shall be required to perform any task that they reasonably believe would create an abnormally dangerous condition.
- C. Role of Health and Safety Committee:  
A Health and Safety Committee serves as an advisory committee to supervisors and department heads and is an important way to improve conditions on the job. The committee provides a forum for employees and management to work together to solve health and safety problems. An effective committee can emphasize a healthy workplace by increasing awareness of health and safety issues among workers, supervisors, and managers; and assist in developing strategies to make the work environment safe and healthy. The committee shall include at least one member from each bargaining unit and management members are not to exceed the number of bargaining unit members.

**Hazard Identification, Evaluation, and Control**

- Conduct safety and health job analyses to identify problems.
- Design and conduct health and safety surveys.
- Propose and evaluate various ways to improve safety conditions.
- Ensure appropriate follow up from committee recommendations.
- Review and evaluate corrective actions taken by management.

**Information and Education**

- Offer feedback raised by concerned workers.
- Provide input on training for new employees, supervisors, and managers and refresher training on health and safety practices, procedures and emergency response.

- Keep workers, supervisors, and managers informed about the committee's activities.

Safety and Health Planning

- Recommend and track new safety and health rules and work practices.
- Make recommendations for proposed equipment purchases.

**ARTICLE 28**  
**INTERGOVERNMENTAL BENEFIT RECOGNITION**

- A. The City hereby agrees to recognize governmental service with the Commonwealth or any Commonwealth county or municipality, as regards benefit leave earning, accrual, and buyback provisions solely, as provided for elsewhere herein, as if said service was performed for the City.
- B. This provision does not apply to new hires from the private sector, the public sector from any other State, or the Commonwealth public sector when a break in service has occurred. Break in service is defined as having any ineligible employer as defined in this paragraph immediately prior to commencing employment with the City. Any exception to these provisions must be by mutual agreement between the City and the Association, in writing.
- C. New hires shall provide Human Resources no later than thirty (30) days following their initial date of employment with the City, verification from their previous Commonwealth or municipality employer(s) attesting to the veracity of their governmental service years and as defined and determined by the Massachusetts Retirement System regarding their service years and dates of employment. The vacation accrual will be credited the length of employment year provided for in said leave benefit to be effective the first of the month following date of hire. New hires who fail to provide verification within the first thirty (30) days of their initial employment, will receive an adjustment effective upon receipt of verification. There is no retro adjustment back to date of hire. It is the responsibility of the employee to ensure that they provide verification to Human Resources if they wish to have the intergovernmental benefit recognition applied.

**ARTICLE 29**  
**REVIEW AND ADJUSTMENT OF POSITIONS**

- A. The Association and the City recognize that the content of jobs covered in this agreement is subject to change consistent with the job description and legal requirements. If the Association or one of its members believes there has been a significant change of job responsibilities and duties that warrant an upgrade of a position, the following process will be used to evaluate the position:



1. A written request must be made by the employee to their supervisor/department head for an upgrade. This request must be accompanied by the current job description and a listing of current job responsibilities not covered in the current description.
  2. The supervisor/department head will review the request and within fifteen (15) calendar days either: (a) not recommend it with a written explanation as to why; or (b) recommend it and forward the recommendation with supporting material to the Human Resources Department.
  3. Upon receipt or decision of a positive recommendation, the Human Resources Director will appoint a review committee consisting of the Human Resource Director, the Chief of Staff, a SSEA officer and a SSEA Member from a department other than the employee's. The committee will review the request and make a recommendation to the Mayor within 45 calendar days. The committee may request the employee to appear personally to answer any questions raised. If approved by majority vote of the committee and the Mayor, the adjustment shall be made in the first following pay period subsequent to approval. If denied by majority vote of the committee and the Mayor, the recommendation will include the reason(s) the request was denied. If denied by majority vote of the committee only, the Mayor shall respond with approval to grant as requested or grant a lower upgrade than requested. Upon request by the committee, the Mayor will provide an explanation of the basis for granting an upgrade. The committee may vote to reconsider its recommendation at its discretion.
  4. Upon receipt of a negative recommendation, an employee may appeal the decision in writing to the Mayor within ten (10) working days by submitting the materials from Section A herein. The Mayor shall then review the findings of the review committee and either support its decision, request further review, grant the request, or grant a lower upgrade than requested.
- B. An employee may request an upgrade review not more than once in any twelve month time period.

**ARTICLE 30**  
**CHARTER OFFICIALS**

With regard to the positions of Chief Assessor, Recreation Director and Inspector of Buildings, the City asserts, and reserves the right to assert in any appropriate forum that, with respect to a removal from office under the Charter, the just cause provision of the agreement does not apply. The Association reserves the right to contest this assertion by the City.

**ARTICLE 31**  
**SUBSTANCE ABUSE POLICY**

Employees in the DPW department who are required to maintain a CDL license and DOT compliance are subject to the Drug and Alcohol Policy and Procedures in Appendix F. All other unit employees are subject to the policy referenced below.

The purpose of this policy is to establish that the City and the Union agree that the workplace must be a drug-free environment to protect the health and safety of City employees and the general public, and to maintain efficiency, productivity and economy of operations.

See the City of Greenfield's Substance Abuse Policy

**ARTICLE 32**  
**MISCELLANEOUS**

- A. The City shall post a copy of this contract on the city website within sixty (60) days of the signing of this agreement and email a copy to all employees in the bargaining unit who have a City email address.
- B. All official Association correspondence shall be addressed to the Mayor or designee, or Director of Human Resources, City Hall. All official City correspondence shall be addressed to the Officers of the Association.
- C. The City and Human Resources shall be furnished the names and titles of all Association officers and committees representing the Association in matters with the City and shall notify the City of any changes thereof or additions thereto.
- D. The City and the Association agree that, if, during the term of this agreement there is enacted any mandatory statute of the Commonwealth of Massachusetts which alters the terms and conditions of employment as established by this agreement, such statute shall be in force and effect insofar as this agreement is concerned whenever said statute becomes effective. If there is an impact as a result of such legislation, the City agrees to bargain the impact.
- E. The SSEA recognizes health insurance costs are a significant and rising expenditure and liability to the City's annual budget. The association will continue to cooperate with other Unions and the City through the Insurance Advisory Committee. Either party may serve notice on the other that they wish to reopen the contract on the subject of health insurance. By mutual agreement, the parties will meet and bargain in good faith within thirty (30) days of notice.
- F. The SSEA agrees that time sheets will be used by exempt S schedule personnel for the purpose of accountability purposes to the Mayor or department head, and to ensure the

minimum 37.5 hour workweek by either time worked or accruals utilized. Time sheets for any non-exempt unit members will be kept for accuracy of wages pursuant to law.

- G. In addition to the provisions of MGL Chapter 268A, Conflict of Interest law, employees who perform private independent consulting services, who testify in court as independent experts, or who conduct outside business(es) that may be construed to be relevant to the area or field in which they are employed by the City must inform the Mayor for information purposes only so that they may be aware of the activity if questioned by citizens or elected officials; except, no such activity may be conducted on City time using City equipment and must be performed 'off the clock' as it relates to the minimum workweek required herein.
- H. This agreement and its Appendices constitute all of the written agreements between the parties and any modifications or new agreement must be in writing, signed by both parties, and incorporated herein.

**ARTICLE 33**  
**DURATION**

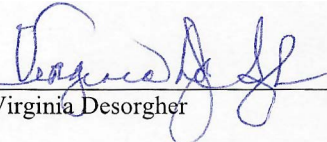
- A. This agreement shall be in full force and effect between the dates of July 1, 2023 and midnight June 30, 2024.

During the term hereof, this agreement may not be modified or amended except by the mutual written addendum of the parties.


- B. The failure by the City or the Association to observe or enforce any provision of this agreement shall be not be construed as a waiver of said provision.
- C. If any portion(s) of this agreement shall be found to be invalid by law, rule, appropriation or regulation, then said portion shall be amended so as to conform to same. The remaining portion(s) of this agreement shall continue in full force and effect

DATED THIS 11<sup>th</sup> DAY OF January 2024.

**FOR THE CITY:**

  
\_\_\_\_\_  
Mayor Virginia Desorgher

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
SSEA President Christy Moore

## **APPENDIX A**

**5/4/2021**

### **LIST OF POSITIONS INCLUDED IN THE BARGAINING UNIT**

Animal Control Officer/ Animal Inspector  
Assistant Accountant (Vacant)  
Assistant Assessor (Vacant)  
Assistant Collector/ Treasurer (Vacant)  
Assistant Library Director  
Assistant City Clerk  
\*Chief Assessor  
City Council Administrative Assistant  
COA Activities Director  
COA Financial/ Office Manager  
COA Outreach Coordinator (Vacant)  
COA Volunteer Coordinator (Vacant)  
COA Wellness Coordinator (Vacant)  
Collector/Treasurer  
DCD Administrator  
DCD Grant Program Assistant  
DCD Grants Specialist  
DCD Rehabilitation Specialist  
DPD Conservation Agent  
DPD Land Use Agent (Vacant)  
DPD Land Use/ GIS Planner (Vacant)  
DPD Permits Manager (Vacant)  
DPD Principal Planner/ Permits Manager (Vacant)  
DPD Senior Planner/ GIS Planner (Vacant)  
DPW Assistant Field Superintendent  
DPW Engineering Technician  
DPW Engineering Superintendent  
DPW Assistant Engineer  
DPW Field Superintendent  
DPW Office Manager  
DPW Office Manager Assistant  
DPW WPCF Laboratory Technician (Vacant)  
DPW WPCF Laboratory Manager  
DPW WPCF Operations Supervisor  
DPW WPCF Superintendent  
Energy and Sustainability Assistant  
Energy and Sustainability Coordinator (Vacant)  
Fire Chief Administrative Assistant (Vacant)  
Fire Office Manager  
Health Inspector  
IEC Administrator (Vacant)  
IEC Assistant Inspector of Buildings (Vacant)

\*IEC Building Commissioner  
IEC Building Inspections and Enforcement Coordinator  
IEC Local Building Inspector  
Licensing Coordinator  
Recreation Assistant Director  
\*Recreation Director  
Recreation Program Supervisor  
Recreation Teen Center Coordinator  
Sealer of Weights and Measures (Vacant)  
TD Network Administrator  
TD Network Technician/ Analyst (Vacant)  
TD Network Technician/ Support Equipment Administrator (Vacant)  
TD Server Desktop Support Specialist  
Veterans Service Assistant  
Veterans Service Officer  
Youth Services Program Manager (Vacant)

The following positions are excluded from the bargaining unit: all managerial and confidential employees including but not limited to: Mayor's department, HR department, DPW Director, Library Director, Director of Municipal Finance, Director of Planning and Development, City Accountant, City Clerk, Director of Council on Aging, Dispatch Manager, Central Maintenance Facilities Manager, Energy / Sustainability Manager (Director), Information Technology Manager (Director), Police Department Management Assistant, Veterans Services District Director, Deputy DPW Director, Deputy Police Chief, Fire Chief, Police Chief, Court Administrator, Veterans Services Deputy Director, Procurement, Project and Grant Coordinator, Public Health Nurse, and Health Director.

An asterisk identifies positions identified as in dispute as set forth in Article 30.

**APPENDIX B**  
**CHECKOFF AUTHORIZATON**

BY:

TO: City of Greenfield

EFFECTIVE DATE: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings each week the amount of SSEA membership dues. This amount shall be paid to the Secretary/Treasurer of the SSEA. These deductions may be terminated by me by giving you a thirty (30) day written notice in advance to both the City and the Association, or upon termination of my employment.

I choose:

Membership dues

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C**  
**S SALARY SCHEDULE**  
**FISCAL YEAR 2024 3% COLA**  
**July 1, 2023 to June 30, 2024**

	A	B	C	D	E	F	G	H	I	J	K
<b>S1</b>	\$19.35	\$19.83	\$20.33	\$20.84	\$21.36	\$21.89	\$22.44	\$23.00	\$23.58	\$24.17	\$24.77
	<b>\$1,451.23</b>	<b>\$1,487.48</b>	<b>\$1,524.67</b>	<b>\$1,562.80</b>	<b>\$1,601.88</b>	<b>\$1,641.92</b>	<b>\$1,683.00</b>	<b>\$1,725.04</b>	<b>\$1,768.20</b>	<b>\$1,812.39</b>	<b>\$1,857.71</b>
	\$37,731.98	\$38,674.48	\$39,641.42	\$40,632.80	\$41,648.88	\$42,689.92	\$43,758.00	\$44,851.04	\$45,973.20	\$47,122.14	\$48,300.46
<b>S2</b>	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30	\$24.91	\$25.53	\$26.17	\$26.83	\$27.50	\$28.19
	<b>\$1,651.38</b>	<b>\$1,692.68</b>	<b>\$1,734.99</b>	<b>\$1,778.38</b>	<b>\$1,822.81</b>	<b>\$1,868.42</b>	<b>\$1,915.10</b>	<b>\$1,962.97</b>	<b>\$2,012.04</b>	<b>\$2,062.35</b>	<b>\$2,113.91</b>
	\$42,935.88	\$44,009.68	\$45,109.74	\$46,237.88	\$47,393.06	\$48,578.92	\$49,792.60	\$51,037.22	\$52,313.04	\$53,621.10	\$54,961.66
<b>S3</b>	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	\$27.47	\$28.16	\$28.86	\$29.58	\$30.32
	<b>\$1,776.50</b>	<b>\$1,820.92</b>	<b>\$1,866.46</b>	<b>\$1,913.10</b>	<b>\$1,960.96</b>	<b>\$2,009.94</b>	<b>\$2,060.19</b>	<b>\$2,111.71</b>	<b>\$2,164.52</b>	<b>\$2,218.64</b>	<b>\$2,274.10</b>
	\$46,189.00	\$47,343.92	\$48,527.96	\$49,740.60	\$50,984.96	\$52,258.44	\$53,564.94	\$54,904.46	\$56,277.52	\$57,684.64	\$59,126.60
<b>S4</b>	\$25.09	\$25.71	\$26.36	\$27.02	\$27.69	\$28.38	\$29.09	\$29.82	\$30.57	\$31.33	\$32.11
	<b>\$1,881.60</b>	<b>\$1,928.59</b>	<b>\$1,976.82</b>	<b>\$2,026.30</b>	<b>\$2,076.93</b>	<b>\$2,128.85</b>	<b>\$2,182.08</b>	<b>\$2,236.62</b>	<b>\$2,292.51</b>	<b>\$2,349.84</b>	<b>\$2,408.57</b>
	\$48,921.60	\$50,143.34	\$51,397.32	\$52,683.80	\$54,000.18	\$55,350.10	\$56,734.08	\$58,152.12	\$59,605.26	\$61,095.84	\$62,622.82
<b>S5</b>	\$26.36	\$27.01	\$27.69	\$28.38	\$29.09	\$29.82	\$30.57	\$31.33	\$32.11	\$32.91	\$33.74
	<b>\$1,976.65</b>	<b>\$2,026.09</b>	<b>\$2,076.73</b>	<b>\$2,128.68</b>	<b>\$2,181.85</b>	<b>\$2,236.42</b>	<b>\$2,292.97</b>	<b>\$2,349.64</b>	<b>\$2,408.39</b>	<b>\$2,468.58</b>	<b>\$2,530.30</b>
	\$51,392.90	\$52,678.34	\$53,994.98	\$55,345.68	\$56,728.10	\$58,146.92	\$59,617.22	\$61,090.64	\$62,618.14	\$64,183.08	\$65,787.80
<b>S6</b>	\$28.02	\$28.72	\$29.44	\$30.18	\$30.93	\$31.71	\$32.50	\$33.31	\$34.14	\$35.00	\$35.87
	<b>\$2,101.80</b>	<b>\$2,154.31</b>	<b>\$2,208.18</b>	<b>\$2,263.36</b>	<b>\$2,319.99</b>	<b>\$2,377.98</b>	<b>\$2,437.45</b>	<b>\$2,498.35</b>	<b>\$2,560.79</b>	<b>\$2,624.81</b>	<b>\$2,690.42</b>
	\$54,646.80	\$56,012.06	\$57,412.68	\$58,847.36	\$60,319.74	\$61,827.48	\$63,373.70	\$64,957.10	\$66,580.54	\$68,245.06	\$69,950.92
<b>S7</b>	\$31.03	\$31.80	\$32.60	\$33.41	\$34.25	\$35.10	\$35.98	\$36.88	\$37.80	\$38.75	\$39.72
	<b>\$2,326.96</b>	<b>\$2,385.15</b>	<b>\$2,444.77</b>	<b>\$2,505.91</b>	<b>\$2,568.51</b>	<b>\$2,632.72</b>	<b>\$2,698.58</b>	<b>\$2,766.04</b>	<b>\$2,835.20</b>	<b>\$2,906.08</b>	<b>\$2,978.72</b>
	\$60,500.96	\$62,013.90	\$63,564.02	\$65,153.66	\$66,781.26	\$68,450.72	\$70,163.08	\$71,917.04	\$73,715.20	\$75,558.08	\$77,446.72
<b>S8</b>	\$33.19	\$34.02	\$34.87	\$35.75	\$36.64	\$37.56	\$38.50	\$39.46	\$40.44	\$41.46	\$42.49
	<b>\$2,489.61</b>	<b>\$2,551.85</b>	<b>\$2,615.62</b>	<b>\$2,681.03</b>	<b>\$2,748.04</b>	<b>\$2,816.76</b>	<b>\$2,887.15</b>	<b>\$2,959.38</b>	<b>\$3,033.31</b>	<b>\$3,109.16</b>	<b>\$3,186.88</b>
	\$64,729.86	\$66,348.10	\$68,006.12	\$69,706.78	\$71,449.04	\$73,235.76	\$75,065.90	\$76,943.88	\$78,866.06	\$80,838.16	\$82,858.88
<b>S9</b>	\$34.70	\$35.56	\$36.45	\$37.36	\$38.30	\$39.26	\$40.24	\$41.24	\$42.27	\$43.33	\$44.41
	<b>\$2,602.21</b>	<b>\$2,667.23</b>	<b>\$2,733.93</b>	<b>\$2,802.28</b>	<b>\$2,872.32</b>	<b>\$2,944.13</b>	<b>\$3,017.74</b>	<b>\$3,093.17</b>	<b>\$3,170.48</b>	<b>\$3,249.73</b>	<b>\$3,330.98</b>
	\$67,657.46	\$69,347.98	\$71,082.18	\$72,859.28	\$74,680.32	\$76,547.38	\$78,461.24	\$80,422.42	\$82,432.48	\$84,492.98	\$86,605.48
<b>S10</b>	\$36.03	\$36.93	\$37.85	\$38.80	\$39.77	\$40.76	\$41.78	\$42.83	\$43.90	\$45.00	\$46.12
	<b>\$2,702.23</b>	<b>\$2,769.79</b>	<b>\$2,839.05</b>	<b>\$2,910.04</b>	<b>\$2,982.80</b>	<b>\$3,057.37</b>	<b>\$3,133.80</b>	<b>\$3,212.14</b>	<b>\$3,292.46</b>	<b>\$3,374.77</b>	<b>\$3,459.15</b>
	\$70,257.98	\$72,014.54	\$73,815.30	\$75,661.04	\$77,552.80	\$79,491.62	\$81,478.80	\$83,515.64	\$85,603.96	\$87,744.02	\$89,937.90

Note: Employees receive a weekly salary paid on a biweekly basis. Hourly and Annual wages may be approximate and are only for informational purposes.

**APPENDIX D**  
**DRUG AND ALCOHOL POLICY AND PROCEDURES**  
**For Employees Regulated by Federal DOT Regulations**

I. **PURPOSE AND SCOPE**

The purpose of this policy is to outline the responsibilities of employees, supervisors, and managers with regard to drug and alcohol use in the workplace and the testing of employees in safety-sensitive positions requiring a commercial drivers' license in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991, and in accordance with the Drug-free Workplace Act 1988. Additionally, this policy has been developed based on the requirements articulated by DOT in Title 49, Part 40 and Part 382 of the Code of Federal Regulations (CFR).

See the City of Greenfield Drug and Alcohol Policy for the Policy and Procedures.



**APPENDIX E**  
**MEMORANDUM OF AGREEMENT**  
**IMPACT BARGAINING PROCESS**  
**OUTSOURCING WORK**

Pursuant to the agreement entered into between the City of Greenfield (“City”) and the Salary Scheduled Employees Association (“Union”) executed 2/14/13, the process for impact bargaining and conclusion of bargaining between the City and the SSEA is as follows:

1. The City sends written Notice to the SSEA that it intends to contract out work functions, tasks or duties that are being performed by a bargaining unit employee as described in their job description. The Notice will include:
  - A. The position affected.
  - B. The intended date for implementation of the change.
  - C. The City’s rationale in making the decision.
  - D. All documents and data the City has relied on which evidences the monetary savings or desired efficiencies the City intends to save and or accomplish by the decision.
2. The Notice starts a ninety (90) day bargaining Timeline wherein a minimum of six (6) meetings must occur, if necessary.
3. At either party’s request, a one-time extension may occur, for a maximum of thirty (30) days, for further negotiation. A minimum of three (3) meetings must occur in this time period, if necessary.
4. After one hundred twenty (120) days, if no agreement has been reached the parties agree that impasse on the subject matter has been attained.
5. The City may implement its decision following notice to Union.

## **APPENDIX F** **RE-OPENERS**

### **Health Insurance:**

The Union recognizes that health insurance costs are a significant and rising expenditure and liability to the City's annual budget. The Union will continue to cooperate with other Unions and the City through the Insurance Advisory Committee.

Either party may serve notice on the other that they wish to reopen the contract on the subject of health insurance during the life the contract, which shall include wages as part of the re-opener. By mutual agreement, the parties will meet and bargain in good faith within 30 days of such notice.

### **LTD Proposal:**

The parties agree to re-opener on the subject of LTD in the event the City develops a proposal during the life of the contract. By mutual agreement, the parties will meet and bargain in good faith within 30 days of such notice.

### **Collins Wage Classification Study ("Collins Report"):**

Either party may request the other party in writing to reopen negotiations after issuance of the Report of the Collins Wage Classification Study ("Collins Report") for the purpose of negotiating over potential adjustments to compensation of any position within the bargaining unit.

**APPENDIX G**  
**CONTRACT BAR WAIVER**

Should the City file a Petition to remove a position from the SSEA bargaining unit, the Union agrees to affirmatively waive all rights to contest the petition on procedural grounds including that the petition is barred by a collective bargaining agreement then in effect (“contract bar”).