COLLECTIVE BARGAINING AGREEMENT

By and Between

City of Greenfield

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION Local 424 - Unit MADIV 116 Greenfield Public Works Employees

July 1, 2023 through June 30, 2026

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ARTICLE 1 AGREEMENT

Agreement entered into between the CITY OF GREENFIELD in the County of Franklin, Massachusetts (hereinafter referred to as the "City") and the UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union").

ARTICLE 2 PURPOSE OF AGREEMENT

- A. This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the City, the employees in the bargaining unit and the Union. The City will provide copies of this contract to all employees in the bargaining unit within sixty (60) days following the signing of this agreement.
- B. It is the desire of both parties to cooperate in maintaining a harmonious relationship between the City and its employees, and to provide an amicable method of settling any difference or grievance relating to wages, hours and other conditions of employment which may arise from time to time and to support the City goal of providing the highest quality of service and performance that is expected to be provided to taxpayers and citizens.
- C. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit.

ARTICLE 3 UNION RECOGNITION

The City recognizes the Union as the exclusive representative of all employees in the Department of Public Works, excluding professional employees, the Superintendent, the Assistant Superintendents, foreman, office and clerical employees, employees of the Engineering Division carrying the grade of Engineering Aide or higher, and further excluding all other employees of the City and those employees known as Temporary Help.

ARTICLE 4 NO DISCRIMINATION

- A. The City agrees that no employee shall in any manner be discriminated against, coerced or restrained on account of membership in the Union or by reason of any Union activity.
- 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.

ARTICLE 5 CHECKOFF OF DUES

- A. Effective June 27, 2018, employees have the Constitutional right to choose to be or not be members of the Union or to pay or not pay an Agency Service Fee to the Union. They cannot be retaliated against for exercising these rights. The amount of the Union Dues and Agency Service Fee shall be certified in writing to the City and City Treasurer on or before January 1st of each year.
 - B. The Union agrees to and does hereby indemnify, defend and save the City harmless from and against any and all claims, demands, liabilities, lawsuits or any other form of action arising from or related to any action taken by the City in reliance upon information furnished to the City by the Union for the purpose of complying with any of the provisions of this Article.
- C. <u>Agency Service Fee</u>: The Union agrees to indemnify and save the City harmless against all claims, suits or other forms of liability arising out of the deductions of any Agency Service Fee from an employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the City Treasurer as may be required by said City Treasurer under General Laws, Chapter 180, Section 17G.

ARTICLE 6 NO STRIKE CLAUSE

The Union 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 7 CITY RIGHTS

A. 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, 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 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, or eliminate functions; 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, the DPW garage 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.

In the event that the City decides to subcontract work regularly performed by bargaining unit employees in circumstances where bargaining unit employees are available, with the necessary skills and equipment, to do the work in the required time, the City shall give the Union thirty (30) days' written notice of its intention. This requirement shall not exist in the case of emergency or in the case of such long-standing practices as snow-plowing (unless radically expanded), carpentry or tree work contracting, or the use of seasonal help. Within five (5) work days of receipt of such a notice by the Union, the City, upon request, agrees to meaningfully bargain in good faith over the effects of such a decision.

B. <u>Causes for Dismissal</u>. Employment will be terminated for an employee who has committed any of the following violations:

- 1. Insubordination or refusal to carry out orders from the Crew Chief or equivalent or those of higher rank;
- 2. Use of or working under the influence of alcohol or illegal drugs while on the premises while employed during working hours or while operating City-owned vehicles or equipment;
- 3. Willful destruction, theft or damage of City property;
- 4. Excessive unexcused absence and lateness;
- 5. Fighting or threatening violence in the workplace;
- 6. Unauthorized use of sick leave or falsification of sick leave requests;
- 7. Failure to notify the City that a job-required CDL license has been temporarily or permanently revoked or suspended or whose CDL license is intentionally not renewed;
- 8. Acts of sexual harassment; or
- 9. Falsification of timekeeping records or other employee or departmental records.
- 10. Refer to Department of Public Works Personnel Conduct Requirements.

Grievance procedures as defined in Article 25 and Substance Abuse Procedures as defined in Article 27 will be followed.

- C. 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.
- D. 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.
- E. The exercise by the City of any of the foregoing rights shall not be used to discriminate against any employee by reasons of membership or non-membership in the Union.
- F. The City may only use FCSO (Franklin County Sheriff's Office Community Service Work Crew Program labor in picking up litter and/or other tasks, provided it does not displace overtime opportunities. In such cases, the City employees shall not be responsible for guarding or transporting the FCSO work crew.

- G. The employee shall promptly notify the City and Human Resources of any change in address and the telephone number where they can be reached.
- H. All correspondence with the City shall be addressed to the Mayor, City Hall.
- I. Effective July 1, 2023 the City will provide a hoisting license categorized as HEML for all new employees. This is a Hoisting License for municipal use only that covers the 2B, 1C, and 4G.

ARTICLE 8 SENIORITY

- A. Departmental seniority for an employee shall be defined as their continuous length of service in the bargaining unit. Departmental seniority shall be the controlling factor in regard to layoffs, recalls, vacations and transfers. For employees of the City of Greenfield transferring into this bargaining unit, the departmental seniority will be mutually agreed to in advance by the City and the Union. Divisional seniority for an employee shall be defined and restricted to their continuous length of service in their current Division. Divisional seniority shall be the controlling factor in regard to job bids and promotions subject to Section B of this Article. Part-time employees who work less than twenty (20) hours per week and summer help and temporary employees shall not have any departmental or Divisional seniority.
- B. When the City determines to fill a vacancy at the W-3 level or above, job bids shall be posted for three (3) work days on the appropriate bulletin boards, during which time employees may submit written bids to the appropriate Division Supervisor. The job award to qualified applicants shall be determined in the following order:
 - 1. The senior employee bidding from within the same Division where the vacancy exists shall have preference.
 - 2. The senior employee in the Department shall then have preference.
 - 3. Applicants from outside the bargaining unit may then be considered.
 - 4. If a job opening occurs while a qualified employee is on authorized leave, an employee may submit their written bid within three (3) days of receipt of written notice from the City of the job bid posting or within three (3) days of their return to work, whichever is shorter. An employee on workers compensation who does not have a known or an anticipated return to work date as certified by their treating physician will not be eligible to bid on job openings.
 - 5. No employee with a seniority preference will lose the bid to an applicant with less seniority except for good cause. An employee aggrieved by such a decision may appeal to arbitration, whose decision shall be final. Any arbitration under this

Section will be by the voluntary expedited arbitration rules of the American Arbitration Association.

- 6. When there is a bid on an open position, which requires a Commonwealth of Massachusetts CDL or hydraulic license, the senior in-division employee that possesses the required licenses at the time of the bid opening shall be given the award. If no bidding employee in the Division possesses the required license(s), the City may consider making a provisional award to the most senior bidding employee who has demonstrated skills that indicate that they are likely to be able to acquire the required license(s). The provisional awardee shall be given at least two (2) tries or at least ninety (90) calendar days to acquire the license(s). A provisional awardee under this sub-section, shall not receive the associate pay increase until the first full week that they have possession of the license.
- 7. When there is a bid on an open position which requires a Commonwealth of Massachusetts operator's license for either Water Facilities or Water Distribution, the employee must possess the requisite license at the time of the bid opening to receive the award. The City may consider making a provisional award to the most senior bidding employee who has demonstrated skills that indicate that they are likely able to acquire the required operator's license within one (1) calendar year. A provisional awardee under this sub-section shall be given one (1) calendar year to obtain the license and shall not receive the associate pay increase until the first full week that they have possession of the license; except, in the case where an employee is at the top of the current scale and eligible for a step increase according to Article 9(F), then a step will be given to the next highest pay scale of the awarded position. However no future steps will be given until such time as the required license is received.
- 8. When there is a bid on an open position which requires a possession of an Automotive Service Excellence (ASE) Mechanic's Certification, the employee must possess the requisite certification at the time of the bid opening to receive the award. The City may consider making a provisional award to the most senior bidding employee who has demonstrated skills that indicate that they are likely to be able to acquire the required certification within one calendar year. A provisional awardee under this sub-section shall be given one (1) calendar year to obtain the certification and shall not receive the associate pay increase until the first full week that they have possession of the certification.
- 9. It is understood that any employee awarded the bid, after a reasonable period of training, must demonstrate his ability to satisfactorily perform the work. "A reasonable period of training" as used in this Section shall be by mutual agreement of the City and the Union at the inception of such a training period. At the conclusion of such training period, if the City believes the employee has not demonstrated ability to satisfactorily perform the work, the employee may be returned to their prior position (if it still exists; otherwise to the appropriate

position for which they have demonstrated ability to do the job and greater seniority than the incumbent). In case of such bumping, all bumped employees shall themselves have such bumping rights. The implementation of an award may be postponed by the City for a reasonable period until a replacement for the employee is ready.

- 10. In the event an employee was bumped by another more senior employee due to a position elimination, they shall have the opportunity to return to the position from which they were bumped should a vacancy in that position occur or a reinstatement of the position occurs. The right to return to a former position shall extend for a period of time equal to two (2) years or the employee's length of employment service, whichever is the shorter, calculated from the date the employee was bumped.
- 11. An employee who is awarded a bid shall not be eligible to bid laterally for another vacancy more than twice during the twelve (12) months subsequent to the award. Employees who bid and are awarded the position and who either withdraws the bid and/or declines the position shall have the bid considered as such and is applicable under this Article.
- 12. The City will furnish the Union with a copy of the job bid posting, name of bidders, name of awardee and reason for the award.
- C. An employee shall lose their seniority and cease to be an employee of the City for any of the following reasons:
 - 1. If an employee quits or retires;
 - 2. If the employee is discharged;
 - 3. If the employee fails to report within five (5) days when recalled from layoff, or if an employee is on layoff for the length of their service or two (2) years, whichever is less;
 - 4. Unauthorized Absences without notifying the DPW Director or their designee within three (3) days; or
 - 5. False reasons for leave of absence.
- D. New employees shall serve a probationary period of ninety (90) calendar days during which they shall have no seniority rights or use of accruals. After the expiration of the probationary period, seniority rights shall date back to the time of employment. The City has the right to discharge a probationary employee without reference to the Union and such discharge is not subject to any provisions of this agreement.
- E. In case of discharge, the Steward or the Business Agent will be notified at the time, if available, but in any case, within four (4) hours. An enclosed and locked bulletin board will be provided for Union use and under the control of the Union President or their designee. The Union shall have the right to post Union notices and bulletins pertaining to the administration of the internal business and affairs of the Union on the bulletin

boards at each of the three (3) primary facilities. The Union agrees that it will neither cause, encourage nor permit the posting of notices which contain propaganda or which are partisan, controversial or derogatory to the City, its employees or its policies. Each notice and/or bulletin shall be signed by the Union officer or representative responsible for posting it and it shall be the duty of said Union officer or representative to cause the removal of said notice or bulletin from the board as soon as it has served its purpose.

- F. The City will send to Union Headquarters (and also provide a copy to union officers) a current seniority list upon the list being amended from a hiring or separation of employment event. The City shall be furnished the names and titles of all Union officers and committees representing the Union in matters with the City and shall notify the City and Human Resources immediately of any change thereof or additions thereto.
- G. The City shall have the right to employ temporary help at its discretion between May 1 to September 30, and such help shall work the normal work week. All exceptions to these dates and hours shall be by mutual agreement between the DPW Director and the Union. The City shall have the right to terminate the employment of temporary help at any time.
- H. Employees will not be discharged or disciplined except for good cause.
- I. Work assignments within a classification will, whenever possible, be on the basis of the senior employee's ability.
- J. Employees being re-employed by the City after having previously terminated employment for any reason will be considered as a new employee. Seniority, vacations and other benefits will be computed from the date of most recent employment unless reinstated due to correction of facts or other pertinent information leading to current termination.
- K. Except for emergencies beyond the control of the City, experimental or developmental work, the unusual absence of employees, unusual or unexpected service requirements or in the course of the instruction, training or supervision of other employees in the bargaining unit, supervisory SSEA personnel shall not perform the full-time work normally performed by the employees in the bargaining unit. Nothing in this agreement shall limit or restrict supervisory personnel or other non-bargaining unit personnel from performing work identical to their normal functions and responsibilities, as the City considers necessary or advisable.
- L. The City agrees to give the Union President and its employees involved, a two (2) week advance notice of any intended layoff and an opportunity to discuss alternatives. At the time of a bump, the parties will meet to discuss the duration of the familiarization period appropriate to learn the job (as opposed to developing the skills). An employee in the bargaining unit who is being laid off due to elimination of or lack of funding for their position will have the opportunity to bump another bargaining unit employee with less departmental seniority who occupies a position with the same or lower grade, provided the employee whose job is being eliminated or not funded has all of the required licenses

and other qualifications listed in the position description at the time they exercise the right to bump. The employee shall be allowed a familiarization period on the new job of two (2) weeks, which may be extended by mutual agreement of the City and the Union. During this period, the City may determine, for good cause, that the employee cannot perform up to standard and they will be subject to layoff. An employee who has been bumped under this Article shall be returned to the former position held where there is a vacancy to be filled.

- M. Employees assigned to tasks and work sites which extend beyond the normal work hours will have the right of first refusal to the overtime.
- N. A laid off employee shall retain recall rights for a period of time equal to two (2) years or their length of service, whichever is the shorter period.

ARTICLE 9 WAGES

A. The classifications, grades and rate ranges for all jobs in the bargaining unit have been negotiated and are made a part of this contract as Schedule "W" and Schedule "T." July 1, 2023, base rates will be increased by a two percent (2%) COLA, and adding a new step H with a two and one-half (2.5%) percent spread between step G and step H, allowing every eligible employee to step. Stepping will occur on July 1st, six (6) months earlier in FY24, due to the change in the effective date for stepping. On July 1, 2024, base wages will be increased by a one percent (1%) COLA, and an additional two (2%) percent COLA to compensate for the union accepting a correction to the longevity language error of twenty (\$20) dollars at ten (10) years of service to the intended ten (\$10) dollars at ten (10) years of service (longevity correction is effective July 1, 2023). On July 1, 2025, base wages will be increased by a three percent (3%) COLA. If wage increases are retroactive, payment of retroactive amounts is limited to those employees still actively employed in the bargaining unit as of the date of execution of the 2023-2026 Collective Bargaining Agreement. In the case of any retroactive pay, said retro will not be processed and paid until the new collective bargaining agreement is ratified by the union and city to include appropriation by the city council.

The following will become effective July 1, 2023:

Stepping will occur on July 1st of each year for eligible employees instead of January each year, therefore January steps will no longer occur.

Solid Waste will change from Grade W-8 to Grade W-9 Sewer and Drain Craftsman (Vactor Operator) will change from Grade W-9 to Grade W-10.

Distribution Crew Chief will change from Grade T-3 to Grade T-4.

- 2. In the award of any bid, except in the case of a lateral bid on the same pay scale, the wage increase shall be no less than twenty-five cents (25ϕ) .
- 3. **Effective July 1, 2021, employees assigned to the WPCF who obtain the required licenses as listed below will be paid at the applicable grade:
 - T-1: 4M OIT or 2T OIT in Potable water.
 - T-2: 4M OIT and T-2 OIT in Potable water
 - <u>T-3</u>: Full Potable water license (3T) or full Wastewater license (5C), and Backflow/Cross Connection license. The employee must have OIT in the other treatment field respectively (water or wastewater)
 - <u>T-4:</u> Full 5C Wastewater license, full 3T Potable Water license, and Backflow/Cross Connection license.
- 4. **Effective July 1, 2021, a T4 Grade level will be created and filled in all applicable T schedule Divisions. The most senior qualified employee in the T-schedule as determined by the Director will be paid the applicable rate at the T-4 level. This only applies to 3 positions in the bargaining unit, Wastewater Treatment Specialist, Potable Water Specialist, and Lead Mechanic in Vehicle Maintenance.
 - ** It is already understood that all these positions require a Hoisting and CDL B.

Effective July 1, 2022 move the Distribution Licensed employees to the "T" schedule. As follows both the assigned Lead Operator (Crew Chief) and Secondary Operator only, will be placed at the appropriate step on the T-3. D2 full license will be placed at the appropriate step on the T-2. (Current D2 full and above licenses will be placed on T-2); 2OIT will be placed on the T-1. Non-licensed will remain at a W-8 until obtaining the appropriate license for T-1.

- B. Employees will be hired at no less than the minimum of the Grade.
- C. An employee who is assigned by the City as back-up for one doing a higher classification job shall receive the corresponding job classification which would give the employee an increase of no less than twenty-five cents (25ϕ) per hour. The back-up may be assigned to the higher classification as needed and the higher temporary grade rate will be paid:
 - 1. When the employee is assigned by management to do the higher classification of work.
 - 2. If an employee works for four (4) or more hours in one (1) of the higher classification positions, the employee shall be paid at the higher classification rate for the entire shift.

This provision shall not be applied to any other positions, including Waste Water Specialist or Potable Water Specialist when doing the work of their supervisor.

- D. For custodians, there will be a seventy-five cent (75¢) premium for all work on work periods which include three (3) hours or more outside the regular day shift work period defined as between the hours of 6 a.m. and 6 p.m. This premium will apply to all overtime hours worked. This Paragraph does not apply to part-time employees who work less than twenty (20) hours per week or to temporary employees. This Paragraph applies to regular assigned shifts only.
- E. An annual merit review on January 1st shall be conducted by the City for granting classification step increases. To be eligible for a step increase, an employee must have worked not less than one hundred thirty (130) days in the aggregate in the year prior to July 1st at their present classification step. The City may refuse to grant a step increase to an employee when a disciplinary suspension has occurred since last automatic increase. Step increases begin the first full payroll period in July. Time worked for step increases shall include only holidays and vacations.

For part-time help, the above Paragraph will apply, with the exception of the second sentence, which will be modified only to read fifty-two (52) days.

- F. A continuous shift is a turn of work broken by not more than four (4) continuous hours off duty.
- G. A new employee will step at the end of the probationary period.
- H. The minimum hiring rate for regular full-time employees will be W-3A.
- I. Part-time employees are those who work fewer than forty (40) hours per week on a regular schedule. 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.
- J. The standby rate of \$35.00 per day, except \$40.00 for each Saturday, Sunday and contractual holidays will be paid each standby employee. 1
- K. Longevity Pay: Each bargaining unit member shall be paid longevity pay of ten dollars (\$10.00) per week at ten (10) years of service. This shall not be computed into overtime. Effective July 1, 2023, each bargaining unit member, in addition, shall receive two dollars (\$2.00) per week for each year of service beginning on the eleventh (11) year of service. This shall not be computed into overtime. (e.g. worker A reaches ten (10) years of service and receives ten dollars (\$10) per week. At year eleven (11) they receive an additional two dollars (\$2.00) per week, a total of twelve dollars (\$12.00) per week, a total of fourteen dollars (\$14.00) per week, and so on). Effective July 1, 2023, eligible employees will receive longevity increases on the first of the month in which their anniversary date lands instead of on their anniversary date.

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¹ See Article 30, Standby Duty for details.

L. The City will notify the Union monthly of any change of rate or classifications, and of the rate and classification of new employees.

ARTICLE 10 HOURS AND OVERTIME

- A. The payroll period shall begin at 12:01 a.m. on Sunday and end at midnight on the second Saturday. The pay day shall begin at 12:01 a.m. and end at midnight the same date. All employees covered by this agreement shall be paid biweekly with overtime calculated on a weekly basis.
- B. The normal work week will be eight (8) hours per day, five (5) days per week, Monday through Friday, starting time 7:00 a.m. and quitting time 3:00 p.m.

The normal work day will be from 7:00 a.m. to 3:00 p.m. (except Custodians whose day shift may be between the hours of 6 a.m. and 6 p.m.). The normal mid-day lunch period will be a paid period from 12:00 Noon until 12:30 p.m. (except Custodians whose lunch period will coincide to as close to the middle of their shift as possible.) Lunch will be carried by the employee and eaten at the "work site." This will apply to all bargaining unit members.

There will be a fifteen-(15)-minute mid-morning break at a reasonable time as determined by the Director.

The Water Pollution Control Facility will operate on a regular 7:00 a.m. to 3:00 p.m. basis. The normal overtime regulations will remain in effect. For the treatment facility, the summer hours may be 6:00 a.m. to 2:00 p.m.. Summer hours shall be from Flag Day (June 14th) to September 14th.

During inclement weather, a mid-day thirty-(30)-minute lunch period may be taken at the Yard.

The City of Greenfield will provide vehicles with containers of drinkable water and waterless hand cleaning materials.

During the summer, the hours of the normal work week and normal work day may be changed to four (4) ten-(10)-hour days for a temporary trial period by mutual agreement. New shifts may be created, by mutual agreement, to cover this special condition to ensure full coverage.

C. Monday through Friday Work Week:

Time and one-half will be paid to all employees for all work beyond forty (40) hours per week, beyond eight (8) hours in any twenty-four (24) hour period, and for all work beyond a continuous shift of eight (8) hours, for all Saturday and Sunday work (for employees on a Tuesday through Saturday work week, for all work on Sunday and

Monday), for all holidays worked (in addition to holiday pay), and to employees called in from their vacations and personal leave.

Double time will be paid for all hours worked on Christmas Day and Thanksgiving Day in addition to holiday pay.

Personal time, compensatory time, vacation time or approved sick time shall count as time worked when computing overtime.

Odd Work Week:

Time and one-half will be paid for all work beyond forty (40) hours per week, beyond eight (8) hours in any twenty-four (24) hour period, and for all work beyond a continuous shift of eight (8) hours, for all sixth and seventh day of their regularly scheduled work week, for all holidays worked (in addition to holiday pay), and to employees called in from their vacation and personal leave.

- D. Holidays and vacations are to count as time worked in computing overtime. Holidays, sick leave and vacations are to count as time worked in computing eligibility for holidays, sick leaves and vacations. An employee who has passed their probationary period and achieved their seniority rights will be eligible for holidays, vacation and sick leave as a regular employee.
- E. Overtime or straight-time rates may not be pyramided and no employee shall be paid both daily and weekly overtime premium for the same hours worked.

F. <u>General OT</u>:

- 1. Person normally assigned to the job.
- 2. Most senior qualified person within the division.
- 3. Most senior qualified person department-wide (not by division).

Route Assignments:

Plowing Route Assignments and All Other Routes:

- 1. Person who held the route the previous year has first right of refusal.
- 2. By department-wide seniority (not by division).
- 3. Employees who sign up for and are awarded a snow and ice assignment are expected to be available at all times unless on authorized leave. However, at no time shall the person not respond to a call more than three (3) times for snow and ice events for that season without a valid reason. In the event this occurs, the City may remove the assignment and replace them with another senior person.

Sanding Assignments:

- 1. Person who held the route the previous year has first right of refusal.
- When a sanding route is open, the award will be to the most senior sander. 2. Vacancies are then filled first by seniority from those on the sander standby list and then by seniority department-wide (not by division).
- The sanding backup list shall be limited to six (6). Vacancies on that list shall be 3. filled by department-wide seniority (not by division).
- G. Three (3) hours' work or pay at the applicable overtime rate will be guaranteed to employees called or scheduled back to work after having completed their shift and left the workplace.
- H. Temporary and part-time help will only be paid overtime beyond eight (8) hours daily and forty (40) hours weekly.
- I. Compensatory Time. In lieu of overtime pay, employees may request compensatory time at the rate of one and one-half (1½) hours for each overtime hour worked. Compensatory time off may be accumulated to a maximum of forty (40) hours. A maximum up to forty (40) hours may be carried over from fiscal year to fiscal year. Requests for compensatory time off will be administered the same as vacation requests.
- J. Employees are not eligible for call-outs if on the day or night of the call-out they: (1) are out on Bereavement Leave; (2) are out on consecutive FMLA leave; (3) were out due to illness or injury on the day of the call-out; or (4) are out on unpaid leave. When calling out, employees must state their availability for overtime call-ins before the start of their next shift.
- K. The Union agrees to direct deposit for employees. The pay system is computerized and the pay stub information is available to employees electronically (typically emailed on the Wednesday prior to the Friday pay date. Funds not available until the Friday pay date).

ARTICLE 11 HOLIDAYS

The following will be considered paid holidays: A.

> New Year's Day Independence Day Martin Luther King Day Labor Day President's Day Columbus Day Patriot's Day Thanksgiving Day Memorial Day Day after Thanksgiving Veteran's Day

Christmas Day

Juneteenth

All employees, except part-time, will receive eight (8) hours pay for such holidays regardless of the day on which they fall. If a holiday falls on a Saturday, the preceding Friday shall be a non-work day. If a holiday falls on a Sunday, the day following shall be a non-work day. For employees in the Solid Waste, as well as others who perform Solid Waste duties, and Water Facilities Division employees, the day after Thanksgiving is to be administered as a regular work day and all employees working that day shall receive an additional floating holiday instead.

For Tuesday-through-Saturday employees, the holiday shall be recognized or celebrated on the next regularly scheduled work day.

The following will be considered paid one-half holidays: Christmas Eve (12/24) and New Year's Eve (12/31); when Christmas Eve and New Year's Eve falls on a Saturday or Sunday, the one-half (1/2) day will be on the Friday before the holiday except when Christmas and New Year's fall on a Saturday or Sunday. A one-half (1/2) day holiday will be four (4) hours, 11:00 a.m. to 3:00 p.m., except that the rubbish routes must be completed. Management will make every effort to assign equipment and personnel to facilitate completion of the routes by 11:00 a.m. or as close to that as possible.

To be eligible for holiday pay, an employee must have completed the probationary period and must have worked not less than twenty (20) days in the aggregate in the year prior to the holiday and must have worked on the day preceding and the day following the holiday, unless a duly authorized leave of absence shall have been granted for either of said days.

- B. When 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.
- C. 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). To be eligible for birthday holiday pay, an employee must have completed the initial probationary period. See Section A, paragraph 4 for details.
- D. Memorialize past practice of four (4) hour paid release time for the bargaining unit during the summer on a mutually agreed date.

ARTICLE 12 VACATIONS

A. Vacation shall be at full pay and the employee's anniversary date of hire shall be the date from which all vacation leave is credited. Vacation leave shall be earned monthly. Employees hired "prior" to July 1, 2005 their vacation schedule shall be as follows:

Length of Service	Number of Days	Monthly Accrual Rate
< 3 years	10	6.67
3 years but < 6 years	12.5	8.33
6 years but < 8 years	14	9.33
8 years but < 10 years	15	10
10 years but < 11 years	16	10.67
11 years but < 13 years	17.5	11.67
13 years but < 15 years	19	12.67
15 years but < 17 years	21	14
17 years but < 21 years	23	15.33
21 years but < 25 years	25	16.67
25 years and over	27.5	18.33

B. For employees hired on or after July 1, 2005, their vacation schedule shall be as follows:

Years of Service	Days/Years	Hours/Years	Hours/Month	Days/Month
< 2 years	10	80	6.67	.83
2 years but < 4 years	12	96	8	1.00
4 years but < 6 years	13	104	8.67	1.08
6 years but < 8 years	15	120	10	1.25
8 years but < 10 years	16	128	10.67	1.33
10 years but < 11 years	17	136	11.33	1.42
11 years but < 13 years	18	144	12	1.5
13 years but < 15 years	19	152	12.67	1.58
15 years but < 17 years	20	160	13.33	1.67
17 years but < 20 years	22	176	14.67	1.83
20 years but < 25 years	23	184	15.33	1.92
25 years or more	25	200	16.67	2.08

- C. Vacation requests shall be granted by the City at such time as will cause the least interference with the performance of such work of the City. The seniority of an employee, except for vacation change requests, shall determine the assignment of specific dates according to the following procedure:
 - 1. Any vacation time and/or comp. time requested to be used during the morning time before noon on a given day, must be taken in a minimum of four (4) hour increments and must be requested in writing in advance. Employees requesting time off in the afternoon must either request the time in an increment of two and a half hours (2.5) and the City will allow employees requesting such time to leave at noon (the beginning of the paid lunch period) or must request to take the final hour of the work day as vacation or comp. time leave.
 - 2. During the year, only two (2) employees from the same Division may be granted the same vacation date, unless waived by the Assistant Field Superintendent of respective Divisions and concurred to by the Field Superintendent.

- D. Whenever the employment of any person, subject to the provisions of this Section, is terminated during a year by layoff, resignation, retirement or death without them having been granted a vacation to which they are entitled under such Section, they, or in the case of their 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, provided that no monetary or other allowance has already been made therefore. The official head of the Department in which the person was last employed shall enter on the departmental payroll all amounts payable under this Section.
- E. A vacation, once set, cannot be cancelled or changed except by mutual agreement.
- F. Illness suffered during an employee's scheduled vacation will be considered as vacation time rather than sick paid time. However, if hospitalization or confinement is required, paid sick time may be substituted for vacation time if the provisions of the sick leave of this agreement are satisfied and the vacation time rescheduled.

ARTICLE 13 SICK LEAVE

- A. All full-time employees will accrue sick leave at the rate of ten (10) hours per month of completed service, to be credited on the first day of the following month.
 - 1. An employee who successfully completes their probationary period may use their accumulated sick leave subject to provisions of Paragraph C of this Article, etc.
 - 2. Sick leave may be accumulated to an unlimited amount and, subject to provisions of Paragraph C of this Article and any other provisions pertaining hereto may be used without limitation.
- B. Leaves of absence for reasons of illness will be granted to any employee known to be ill, as supported by evidence satisfactory to the City. While the employee is on paid sick leave, their seniority will continue to accumulate to a minimum of one (1) year or the length of paid sick leave, whichever is greater. While it is understood that sick leave is only for the employee's illness or injury, up to eighty (80) hours of accrued sick time per year may be used by an employee for their ill child, spouse, and parent/step-parent.
- C. Leaves of absence due to sickness shall be subject to the following rules:
 - 1. Sick leave allowance shall be authorized only by the head of the respective Department of the City by which the employee is employed upon written application by the employee.
 - 2. Each employee must notify their department head promptly of any absence which is to be computed as sick leave.

- 3. The employee should notify the Foreman 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.
- 4. Absences incurred through substance abuse shall be excluded from sick leave allowance.
- 5. The department head or designee may require verifications satisfactory to the department head of any claim for sick leave if such verification is considered necessary. Upon returning to work after a sickness, the City agrees to accept a letter from a chiropractor or nurse practitioner, except in serious injury or illness cases. The department head or designee will require a fitness-for-duty certification prior to an employee returning to work if sick leave was taken due to an injury (whether work-related or non-work-related).
- D. Sick leave credited to an employee's record shall not be considered due an employee on separation of any nature from employment of the City, except as provided in Paragraph E.
- E. For employees hired before July 1, 2005; All full-time employees (or their estate) shall receive twenty percent (20%) of their unused accumulated sick leave at their base rate of pay 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.

For employees hired on or after July 1, 2005, their sick leave buy-back schedule shall be as follows:

1. Death: No minimum years of employment;

Disabled: No minimum years of employment;
 Laid off: Ten (10) years of employment;

4. Retirement: Ten (10) years of employment;

5. Resigns: No benefit.

For employees hired after August 28, 2009, the sick leave buy-back shall be capped at five thousand dollars (\$5,000).

ARTICLE 14 MILITARY LEAVE

- A. Any employee having at least one (1) year of continuous service for the City and being required to perform military duty in the Armed Forces of the Commonwealth, or being required to serve an annual tour of duty as a member of a reserve component of the Armed Forces of the United States shall be granted a military leave of absence, and shall have their military pay supplemented by the City for up to fifteen (15) work days per year in the amount necessary to provide the employee with the total gross weekly income that they would have earned in City employment, including Shift Differential, and in addition thereto shall be granted the same leaves of absence or vacation with compensation given to other like employees.
- B. A military leave of absence without compensation shall be granted to any such employee called to active duty with the Armed Forces of the Commonwealth or of the United States for purposes other than the military duty referred to in the preceding Paragraph. It is the employee's responsibility to notify their department head of the dates they are leaving for military service and to provide written proof from military or selective service officials. Leave granting and re-employment will be in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA).
- C. Seniority shall accumulate for employees who are out on Military Leave as required by USERRA. An employee's right to reemployment, and seniority rights will terminate if the employee is out on military leave for more than five years during the course of their entire employment with the City of Greenfield. Any exception to this five year rule will only be allowed if it is an exception recognized under USERRA.

ARTICLE 15 JURY DUTY LEAVE

- A. An employee of the City who serves 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 said City the differences 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 manager 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.
- B. No pay will be allowed if 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 shall accumulate during this time.

ARTICLE 16 UNION LEAVE

- A. Leaves of absence up to one (I) year will be granted for Union business without pay and without benefits accruing under the contract and by virtue of their employment, but with seniority accumulations.
- B. Reasonable time off for Union business will be allowed if the general welfare, safety and health of the general public are not jeopardized. Approval of the Deputy Director or the DPW Director is required.

ARTICLE 17 BEREAVEMENT LEAVE

- A. Seniority shall accumulate during this time.
- B. 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.
- C. Leaves up to a maximum of five (5) 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.
 - Immediate family defined in this Section shall mean spouse, spousal equivalent, children, parents, step-parents, siblings, step-siblings, step-children, step-grandchildren, grandparents and grandchildren of the employee.
- D. Leaves up to a maximum of three (3) 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.
- E. Leave up to a maximum of one (1) paid working day to attend the funeral service may be taken for the death of aunts, uncles, or first cousins of the employee.

ARTICLE 18 PERSONAL LEAVE

- A. Leave up to forty (40) hours per employee per year will be granted for any reason, provided the employee has been employed by the City for a period of at least six (6) months. The employee's anniversary date of hire shall be the date on which personal leave is credited.
- B. Personal leave may be taken at any time in no less than one (1) hour increments. Employees will notify the City in advance whenever possible.

- C. Personal leave shall be at an employee's regular rate of pay and is not accumulative from year to year. Seniority shall continue to accumulate while an employee is on personal leave.
- D. The City will make every effort to make the time available to the employee when requested, but no more than two (2) employees from any one Division can take non-emergency personal leave at the same time. Under no circumstances will an employee lose their yearly allotment, except if it is due solely to the employee failing to schedule and use leave through no interference of the City.

ARTICLE 19 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. No unpaid leave will be authorized if an employee has accumulated unused compensatory, vacation, personal or other paid time to their credit, except with the mutual agreement of the employee, the City and the Union. An employee with one year or more of employment with the City may request, in writing (to their department head and copied to the Mayor), a leave of absence without pay, not to exceed one year. While on such a leave, accruals will cease and the employee shall be eligible for Health Benefits under COBRA rights only. The City shall return the employee to the same or similar job held prior to the leave.
- B. Seniority shall not accumulate during this time.

ARTICLE 20 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 Act as provided for in MGL Chapter 149, Sec. 52D.

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

ARTICLE 21 INSURANCE

- A. The City will provide insurance plans for eligible employees pursuant to the provisions of M.G.L. c. 32B. Group life insurance shall be not less than \$5,000.
- B. The insurance coverage provided to the employees will be reviewed by an Insurance Advisory Committee as established under M.G.L. Chapter 32B, Section 3. If an employee covered under this agreement is chosen as a Committee member by the Union, such member shall attend all meetings and functions pertaining to health and life insurance and will be paid their regular rate for their normally scheduled work week of forty (40) hours. After bids are received, the City will notify the Union through its representative on the Insurance Advisory Committee of any proposed changes. The City agrees to discuss any changes with the Union after those changes are recommended by the Insurance Advisory Committee. This language includes changes in health or life insurance for active personnel and retirees. The Union shall notify the City from time to time as to the individual who will be on the Committee or who the delegated alternate is, if any.
- C. The cost of Medicare shall be reimbursed on an annual basis to the retired individual.
- D. <u>Section 1</u>: Notwithstanding any contrary or arguably limiting provision in this agreement, the obligation of the City to provide health insurance shall be limited to providing employees under this agreement with the right to participate in the group insurance program established by the City under and in compliance with the express provisions of Chapter 32B of the General Laws, if said employees are eligible under the terms of the State law and the terms of the insurance contracts with the City.
 - <u>Section 2</u>: The City will pay sixty percent (60%) of the premiums for group health insurance plans offered, except that it will pay eighty percent (80%) of the premiums for the existing HMO plan or its comparable successor.
 - <u>Section 3</u>: The City and the Union agree to cooperate with any collaboration effort made available by statute for possible entry into the GIC health insurance group.
- E. Employees who are laid off shall receive one month's paid insurance, under COBRA, for each year of service, up to a maximum of ten (10) months, to be paid by the City and employee as per insurance formula; and upon verification that the former employee is not working at an employer that offers health insurance. The City agrees to pick up the administration charge when continuing insurance under COBRA benefits.

ARTICLE 22 PENSION PLAN

The Retirement System as provided under M.G.L. c. 32 shall be applicable to all eligible employees.

ARTICLE 23 REST PERIODS

- A. There will be a fifteen-(15)-minute coffee break at a reasonable time in the morning.
- B. Employees will be given necessary time to return to the Yard at quitting time and are allowed a wash-up time not to exceed five (5) minutes at quitting time.
- C. If the 3:00 p.m. quitting time is not observed by mutual agreement between the City and the employees involved and the work continues uninterrupted up to and beyond 7:00 p.m., one-half (1/2) hour pay at the applicable rate will be paid.
- D. A one-half (½) hour meal break paid at the applicable rate will be allowed after each four (4) hours of overtime. The break will be taken at the Yard and the City will have reasonable flexibility in scheduling the breaks.

ARTICLE 24 SAFETY

- A. The Union and the City will cooperate to provide once a year a mandatory Standard First Aid course of eight (8) hours to all new employees and an optional Advanced First Aid course of sixteen (16) hours to all employees holding a W-4 labor grade or higher position. The mandatory Standard First Aid course shall be on a part-time basis.
- B. The City will take proper steps, where necessary, to protect the employees and the public.
- C. The City will maintain equipment in safe operating conditions and employees shall not be required to operate equipment which would endanger their safety.
 - 1. The City will provide forms on which employees will be expected to report immediately to their assigned supervisor any defective equipment in order that the City shall take proper corrective steps.
 - 2. The assigned supervisor shall review the work slip to determine whether to continue or not to operate the equipment.
 - 3. If continued operation of the vehicle violates either the requirements of the State Registry of Motor Vehicles or the assigned supervisor decides it is mechanically unfit to be operated, then the vehicle shall not be used until the necessary repairs have been made.
- D. The Department of Public Works will administer rubbish and refuse collections under the terms of City Ordinance.

- E. The City will furnish adequate rain gear, rubber boots, gloves and helmets to its employees who shall be responsible for the proper storage, use, care and maintenance of the items assigned to them. Replacement shall be given only when the worn items are turned in. Loss, damage to negligence or misplaced items shall be replaced at the employee's cost.
- F. Employees must wear their identification cards so they are clearly visible when entering any private or commercial establishment to perform work.
- G. The City will continue the current system of using volunteers for regular assignments for extra work required for snow and ice control. Employees who volunteer for such work and who are assigned accordingly shall be considered to have the same obligation to work when called for such duty as they have to perform their normally assigned duties, unless they have "booked off" with the prior approval of the Department or otherwise are unable to work. All employees shall be subject to mandatory emergency overtime duty under departmental rules and regulations. In the event that fifteen (15) or more percent of the employees in the bargaining unit fail to volunteer for snow and ice control assignments, all employees shall be subject to said rules and regulations. Whenever the City is in need of additional manpower for purpose of snow/ice control, it shall first make reasonable attempts to offer the work to qualified members of the bargaining unit, after which it may assign the work to non-bargaining unit persons. Nothing in this Section shall be interpreted to restrict the City's right under past practice to contract for snow/ice control services with independent contractors.

ARTICLE 25 GRIEVANCE PROCEDURE

- A. A grievance is defined as a complaint by any union member(s) or the union that there has been a violation, misinterpretation or misapplication of the terms of this agreement. This procedure is applicable to employees regardless of union membership status.
- B. The purpose of this procedure is to secure, at the lowest level, equitable solutions to problems which may arise under this agreement. Any employee may state their grievance informally with their supervisor, provided a representative of the Union is present when the grievance is settled. If the matter is unresolved informally, an earnest effort shall be made to settle it by the following formal procedure.
 - Step 1: Any complaint shall be presented orally or written by the aggrieved employee and/or their Union Representative on behalf of the aggrieved employee to the Division Foreman within five (5) work days of the occurrence of the grievance. If they cannot reach a satisfactory settlement within one (1) work day, then the complaint shall be reduced to writing, signed and dated by the aggrieved employee and their Union Representative Division Steward, and referred to Step 2 within one (1) work day.

- Step 2: A meeting of the Union President or their designee and Field Superintendent shall be held within two (2) working days. The Field Superintendent shall submit a written answer to the Union President or designee within five (5) work days after the meeting. If the answer is unsatisfactory, the complaint shall be referred to Step 3 by the Union President or their designee within two (2) work days. General grievances may be presented by the Union President or their designee directly to the Field Superintendent at this Step.
- Step 3: A meeting between the Union representative, the aggrieved employee, if the employee so desires, and the Director or their designee shall be held within three (3) work days. The Director shall submit a written answer to the Union Business Agent within five (5) work days after the meeting. If the answer is unsatisfactory, the complaint shall be referred to Step 4 within three (3) work days.
- Step 4: A meeting of the Union Business Agent, the aggrieved employee, if they so desire, the Mayor or their designee and the Director or their designee shall be held within five (5) work days. The Mayor or their designee shall submit a written answer to the Business Agent within five (5) work days.
- Step 5: If the final answer at Step 4 is not satisfactory, the matter may be referred to arbitration by a written request to the Massachusetts Board of Conciliation and Arbitration for the appointment of an arbitrator in accordance with its procedures. Such request must be filed within thirty (30) days after the final Step 4 answer is delivered to an agent of the Union. A copy of the request must simultaneously be filed at the Mayor's office. In the event the City and the Union do not agree to an arbitrator within ten (10) days of such request, the Massachusetts Board of Conciliation and Arbitration ("MBCA") will be requested to appoint an arbitrator. The arbitrator may not add to, amend or delete any provision of this agreement.
- <u>Step 6</u>: Either party may appeal the decision of the arbitrator or the decision of the MBCA to the Courts as provided by law.
- C. The services and expenses of the arbitrator shall be shared equally between the City and the Union.
- D. When any grievance meeting is mutually scheduled during regular work hours, those employees essential for participation in Steps 1, 2 and 3 will be released without loss of pay, but only for as long as the meeting shall be held.
- E. No record pertaining to a disciplinary action shall be used by the City in any grievance or arbitration procedure if during the below-specified time period after the discipline was imposed the employee received no further discipline for any reason:

Suspension: one (1) year Warning: six (6) months

There shall be an exception to this provision in the case of discipline for absenteeism, where a longer period of time (not to exceed three (3) years in any case) is relevant to determining whether absenteeism is excessive.

ARTICLE 26 CLOTHING/TOOL ALLOWANCE/FEES

- A. The City will provide an outfitting allowance of six hundred dollars (\$600) with the exception of employees in the Service Division actively engaged in vehicular repairs, service or maintenance who are provided uniforms by the City. These employees will receive a boot allowance of two hundred and twenty-five dollars (\$225) per employee.
- B. The City agrees that it will repair or replace with serviceable substitutes any employee's eyeglasses, false teeth, hearing aids, clothing or personal articles damaged as a result of a work-related accident without negligence on the part of the employee.
- C. The City agrees to pay the license fees charged by the State for the acquisition and maintenance of licenses (other than Class D driver's license) required by the City as outlined in their job description.
- D. The City will provide a tool allowance of four hundred and fifty dollars (\$450.00) per employee per year for mechanics. The City requires receipts for tool purchases.
- E. The City shall inform mechanics when training courses are scheduled, and employees assigned to attend will be paid at the regular hourly rate to take such courses.

ARTICLE 27 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.

SUBSTANCE ABUSE PROCEDURE For non-DOT/CDL

A. <u>Purpose</u>:

The purpose of this program is to establish the fact that the City of Greenfield and its employees have the right to expect a drug-free environment in the workplace. The main emphasis of the program is not to be punishment, but of counseling, education and/or treatment of employees with a problem of alcoholism or drug dependency.

B. Scope and Standards for Testing:

No drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of employees shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. Immediate alcohol testing shall be permitted based upon the reasonable suspicion standard herein provided. Job applications will refer to this policy and warn applicants that they may be tested.

The City shall provide a suspected employee and the Union with a written report evidencing reasonable suspicion within a reasonable time in advance of a proposed drug test.

The employee may initiate a review of the directive to submit a test sample or undergo a health test. The Directive shall be reviewed by a Committee of five (5), comprised of two Union designees, two (2) City designees and a health professional agreed on by the other four (4) members of the Committee.

The Committee will review evidence brought against the suspected employee and only after a majority of members of the Committee vote to uphold the evidence shall testing be required or the results of testing be released. If the Committee is not able to meet and/or decide within three (3) calendar days of a drug test directive being given to the employee, the employee will undergo the test and the test results will be sealed by the testing laboratory pending committee action.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and Union officials with a compelling need for this information.

The directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating an employee's condition include but are not limited to:

1. Balance: sure/unsure/questionable

Walking: steady/unsteady/questionable
 Speech: clear/slurred/questionable

4. Attitude: cooperative/uncooperative/questionable

5. Eyes: clear/bloodshot/questionable6. Odor of alcohol: none/strong/questionable

It is required that the observations of these objective facts by any supervisory witnesses be documented, along with any explanations by the employee concerning their condition.

Reasonable suspicion shall be based on information as to observations and objective facts and the rational inference(s) which may be drawn from this data. Union representation at the time of the initial confrontation between the supervisor and an employee believed to be unable to work shall be secured. Unreasonable failure to do so shall invalidate the grounds for testing to that point, unless subsequently reconfirmed properly.

The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of City inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative, but not all-inclusive, examples of such circumstances:

- 1. An employee deemed impaired or incapable of performing assigned duties.
- 2. An employee experiencing excessive vehicle or equipment accidents or involved in a dangerous situation reasonably suggesting the employee was not acting with their usual care.
- 3. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
- 4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to be evaluated by a substance abuse professional (SAP)² or comply with prescribed education or treatment.

Alcohol testing shall be performed without prior Committee review based upon reasonable suspicion as hereinbefore provided.

C. <u>Employee Grievance Rights</u>:

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² Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require testing shall be final and binding and not subject to the Grievance and Arbitration procedure. However, nothing herein shall be interpreted to deprive an employee of their rights under this agreement or State labor law to contest disciplinary action through the grievance and arbitration procedure.

D. <u>Testing</u>:

All testing is to be conducted at a facility by trained personnel. Unless directed otherwise by the Review Committee, testing for alcohol will be by means of a blood test; however, by mutual agreement between the employee and the City, a breathalyzer test may be used as a preliminary screen. Unless directed otherwise by the Review Committee, testing for drugs will be by means of urinalysis testing; the immuno-assay procedure (EMIT) will be used as a preliminary screen and any positive result will be confirmed by the gas chromatography/mass spectrophometry test. Such drug testing will be for cannabinoids, cocaine, amphetamines, barbiturates and opiates, as well as synthetic and substitute narcotics. The test sample taken from the employee shall be secured in accordance with testing standards. Failure to provide the test sample as directed will result in disciplinary action. A second sample specimen will be taken, appropriately sealed, identified and safeguarded, to be used for confirmatory testing if desired.

The City shall test urine samples for the applicable drugs.

At the time an employee provides the medical officer or laboratory technician a urine sample, the employee shall also provide said officer or technician a confidential written statement as to whether such employee is using any prescription drugs. In the event that both their initial test, secondary confirmatory test are positive of the same sample, then unless the employee has prescription(s) for the purchase and use of the drug(s) tested for, which prescription has been issued for the employee's use by a licensed medical physician, which prescription issuance and use is verified by the City, then the employee shall be relieved of duty and placed on vacation, sick or personal day leave, with pay, to the extent such is available to them until after a substance abuse professional (SAP) has evaluated the employee. The City will provide the employee with the SAP contact information. The SAP will evaluate the employee to determine what assistance the employee needs.

The employee may be allowed to return to duty in a "non-safety sensitive" position after a subsequent negative drug and/or alcohol test, even where ongoing treatment is required so long as: The SAP is in agreement, there is work available in a non-safety sensitive position and the DPW Director or designee authorizes this.

Once the SAP has determined that the employee has successfully complied with prescribed education and/or treatment, the SAP will re-evaluate the employee and provide written documentation that the treatment has been completed.

If the employee was not allowed to return to duty prior to completion of education and/or Treatment, the SAP will authorize the return to duty testing only when the employee is known to be drug and alcohol-free and there is no risk to public safety. The employee will then be allowed to take a return-to-duty test, as directed by the treating SAP.

The City may require an employee tested positive in the initial test and confirmatory second test to provide it a copy of the said prescriptions, which prescription issuance and use it may verify in its discretion. The City, upon receipt thereof, shall maintain a record of same in a confidential manner, available only to the employee and to the Union at their written request. Where the testing of a urine sample requested by an employee as provided in this Article is negative and if the City's initial and secondary confirmation tests are positive, the fact of prescriptive use of said drugs or any of them, so verified herein, shall preclude any City disciplinary action against the employee, or any requirement that they participate in the program(s) referred to in this Article.

E. <u>Positive Test Consequential Procedures:</u>

A substance abuse professional (SAP) evaluation shall be mandatory for employees with confirmed positive results or for any employee admitting drug usage. Employees who successfully comply with prescribed education and/or treatment and a negative return to duty test shall be guaranteed a one-time no disciplinary action and a right to return to their job. Available sick leave may be utilized to accommodate participation in prescribed education and/or treatment.

It is the intention of this Article that an employee who is found to test positive on the drug screening shall be treated within the Employer/employee relationship. It is incumbent upon the employee to complete any prescribed treatment by the SAP. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available. The employee shall be expected to comply with all the requirements and regulations of the prescribed education and/or treatment and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The employee agrees to submit to random urinalysis testing at the discretion of the City for a period of one (1) year after returning to work after commencing said treatment or longer pursuant to the SAP requirements. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

The employee shall bear all costs of said treatment after any available insurance coverage through the employee has been pursued and exhausted.

It is agreed that the parties will make every effort to protect privacy and confidentiality. It is further agreed that this policy is not intended to address any criminal conduct, and that nothing herein shall be interpreted so as to interfere with any police investigation.

ARTICLE 28 SOCIAL MEDIA POLICY

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 29 HEAT DAYS

<u>Heat Days</u>: The City recognizes that on occasion, in the summer months, there are especially hot days which are difficult to work in. This policy attempts to address this while recognizing that certain essential services have to be provided.

- 1. A "heat day" shall be defined as any day whose peak temperature is 95 degrees Fahrenheit or above or any day whose peak temperature is 90 degrees Fahrenheit or above and is uncomfortably humid.
- 2. On days which are expected to reach heat day levels, extra crews and/or equipment should be assigned to the rubbish collection effort with the goal of completing the rubbish collection by Noon. Once the heat day parameters are reached, all employees should be re-assigned to jobs which are out of the sun, if all essential services and the safety of the public are assured.
- 3. On a day that is not expected to reach heat day levels but does, extra crews will be assigned to the rubbish collection effort to complete that activity as soon as possible.
- 4. It shall be the responsibility of the Deputy Director or designee in consultation with the Union President or their designee to declare expected heat days and to order enactment of these measures.
- 5. Essential services and the safety of the public must be assured before reassignment out of the sun is made.

ARTICLE 30 STANDBY DUTY

A standby duty group of a minimum of eight (8) but a maximum of twelve (12) employees shall be determined on a bid basis with preference given to the most senior employee with sewer experience. From this group, a rotating crew of two (2) employees shall be available on standby year-round for Department of Public Works call-out assignments. In addition to this regular crew, a one-employee crew drawn from the list of normal sand truck operators will be available during the winter period. The duty assignment will be on a weekly basis.

Standby duty groups shall be determined on a bid basis for Drainage, Water Distribution, Water Facilities, Plowing and Sanding. Preference shall be given to the most senior persons within the Division, and then to the most senior qualified persons outside the Division. Each duty period shall be for one (1) week: 7:00 a.m. Monday to the following 7:00 a.m. Monday, unless a holiday falls on a Monday the next duty will begin on Tuesday at 7:00 a.m.

Any work performed on call-out during a standby period will be at the appropriate rates. All employees on standby will notify the assigned supervisor, except for certain emergencies where they can be reached by phone at all times. If a standby employee becomes unavailable, they shall notify the assigned supervisor that a replacement is required. When an employee is recalled under this Article s/he shall respond within thirty (30) minutes from receiving the call. Those accepting a standby duty, but failing to provide coverage, shall not receive the standby rate for the day and, for repeated offenses, shall be removed from the schedule.

It is further understood that there shall be a back-up list of people who would like to bid on standby duty. Any regular employee who has passed their probation period of hiring and is qualified can be added to the back-up list at any time. When a person on standby duty wishes to get off the standby rotation, they will write a speed letter of their intention and the opening will be filled by the most senior person on the back-up list.

At no time will the standby rotation fall below established minimum for each Division: Water (3), Water Facilities (3), and Sanding (4). For Sewer/Drainage, the list will be at a minimum of eight (8) and maximum of twelve (12).

The maximum number of people on the rotation will be established by mutual agreement for each type of duty. Schedules of standby duty will be drawn in advance for each type of duty; once someone has bid on standby duty, they must stay on duty for the full period of the schedule except in case of sickness, quitting employment, retirement, injury and approved vacation. The present practice of switching duty with prior notice shall be continued.

The City from time to time may establish a two-employee water standby crew, subject to

the pay obligations ³ when determined to be necessary to efficiently meet anticipated needs. Two (2) people may be called out when confined space access entry is necessary.

If the number of people in any standby group falls below the minimum and no one is available on the back-up list, the City may temporarily assign qualified personnel. The City and the Union shall immediately schedule and then hold a meeting to resolve the situation.

ARTICLE 31 WORKERS' COMPENSATION

SENIORITY:

 An employee on workers compensation who does not have a known or an anticipated return to work date as certified by their treating physician will not be eligible to bid on job openings.

WAGES:

- An employee regardless of his length of service who is hurt on the job will be compensated for the balance of the day in which the injury occurred.
- Upon written application, employees involved in a Workers' Compensation case may receive the difference between what they receive from Workers' Compensation and their average weekly wage as determined by the Department of Industrial Accidents to determine benefit wage payments, deductible from their holiday, vacation, personal or sick pay and to the extent that they have time-off pay available.
- Employees who are receiving Workers' Compensation benefits shall cease to accrue sick leave after six (6) months of disability absence and shall cease to accrue vacation and personal leave after three (3) months of such absence. On return to work, accruals will resume. Personal leave in any fiscal year will be calculated pro rata excluding the first six (6) months of disability leave.

HOURS AND OVERTIME:

• Employees are not eligible for call-outs if on the day or night of the call-out they were out due to illness or injury on the day of the call-out.

SICK LEAVE:

• The department head will require a fitness-for-duty certification prior to an employee returning to work if sick leave was taken due to an injury (whether work-related or non-work-related).

³ See Article 9, Section K for rate details.

- No sick leave shall be available when an employee is collecting Workers Compensation through another employer.
- 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 (60%) of their weekly pay.

STANDBY DUTY:

• Once someone has bid on standby duty, they must stay on duty for the full period of the schedule except in case of sickness, quitting employment, retirement, injury and approved vacation.

ARTICLE 32 REOPENERS

- 1. The parties agree to a reopener if City decides to vacate, lease, sell or transfer station property or function.
- 2. The parties agree to a reopener to discuss possible consolidation or joining of central maintenance with Greenfield Public Schools Custodians.

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. By mutual agreement, the parties will meet and bargain in good faith within thirty (30) days of such notice.

LTD PROPOSAL:

It is understood the LTD program will be instituted when all non-public safety City unions (e.g., Clerical, DPW, SSEA) finally agree to the same program and language changes to their respective Sick Leave Articles so the program is standardized for all employees.

It is understood the current Article 13, Sick Leave remains in effect until the same LTD program and language changes to the respective Sick Leave Articles have been ratified by the respective union membership(s) and the program is implemented.

As it is unknown what changes may be made to the proposal, if any, during City negotiations with other unions, the parties agree to a re-opener on the proposal if changes are made and agreed to by the City and any other non-public safety union to a proposal that was presented to

the Union during negotiations. With mutual intent to come to an agreement, the parties will meet and bargain in good faith within 30 days after such request to re-open.

The Parties agree to reopen negotiations upon notice by either party during the term of this collective bargaining agreement regarding the issues of, 1) the licensing requirements in the Water Department, and 2) review and amendment, if necessary, of the bargaining unit's job descriptions.

The list of positions in the bargaining unit are referenced in Appendix A.

ARTICLE 33 DURATION

- A. This agreement shall become effective July 1, 2023 and shall remain in full force and effect until and including June 30, 2026 and shall renew itself from year to year thereafter, unless written notice of desire to change or amend this agreement is given at least sixty (60) days prior to the expiration date by either of the parties hereto. Written notice shall be mailed by certified mail, return receipt requested.
- B. Those provisions of this agreement which are not in accordance with existing Ordinances of the City of Greenfield will become effective only when such Ordinances are changed or cancelled to permit such provisions to become effective.

IN WITNESS WHEREOF, the said CITY OF GREENFIELD, acting through its Personnel Board and the UNITED PUBLIC SERVICE EMPLOYEES UNION, through its officers duly authorized, hereby set their hands and seals to this instrument and to other instruments of like tenor on the day and year first above written.

IN WITNESS WHEREOF, the parties	hereto ha	ave set their hands this day of	
2023.			
CITY OF GREENFIELD:		UNITED PUBLIC SERVICE EMPLOUNION:	OYEES
	Date		Date
	Date		Date
	Date		Date

Date

Date

APPENDIX A 6/9/2023

LIST OF POSITIONS INCLUDED IN THE BARGAINING UNIT

Custodian

Forestry Craftsman

Forestry Crew Chief

Forestry Operator

Highway & Traffic Craftsman

Highway & Traffic Crew Chief

Highway & Traffic Laborer

Highway & Traffic Operator

Parks Craftsman

Parks Crew Chief

Parks Laborer

Sewer & Drain Craftsman

Sewer & Drain Crew Chief

Sewer & Drain Laborer

Sewer & Drain Operator

Sewer & Drain Senior Operator

Solid Waste Crew Chief

Solid Waste Laborer

Solid Waste Operator

Solid Waste Senior Operator

Solid Waste Senior Operator 2

Vehicle Assistant Mechanic

Vehicle Lead Mechanic

Vehicle Master Mechanic

Vehicle Mechanic

Water Distribution Craftsman

Water Distribution Crew Chief

Water Distribution Laborer

Water Distribution Operator

WPCF Operations Technician Level I

WPCF Operations Technician Level II-Wastewater

WPCF Operator/Potable Water Specialist

WPCF Operator/Wastewater Specialist

WPCF Water Facilities Apprentice

LETTER OF INTENT RECRUITMENT and SELECTION for Vacant DPW Supervisory Positions

The City of Greenfield is committed to providing promotional opportunities from qualified 'in-house' candidates when possible to supervisory positions belonging to the SSEA bargaining unit when a position becomes vacant in the Department of Public Works. It is recognized these positions may be as currently exists or as may hereafter become instituted in any management and supervisory reorganization the Director or designee deems prudent and necessary.

City of Greenfield "W" Wage Schedule FY24 July 1, 2023- June 30, 2024 2% COLA

Stepping will occur on July 1st, six (6) months earlier in FY24, due to the change in the effective date for stepping. Eligible employees will step July 1st instead of January each year therefore January steps will no longer occur. Effective July 1, 2023, add Step H with a 2.5% spread between Step G and Step H, allowing every eligible employee to step.

Grade	Α	В	С	D	Е	F	G	Н
W3	\$17.41	\$17.87	\$18.64	\$19.08	\$19.56	\$20.05	\$20.55	\$21.06
	\$1,392.80	\$1,429.60	\$1,491.20	\$1,526.40	\$1,564.80	\$1,604.00	\$1,644.00	\$1,684.80
	\$36,212.80	\$37,169.60	\$38,771.20	\$39,686.40	\$40,684.80	\$41,704.00	\$42,744.00	\$43,804.80
W4	\$18.01	\$18.50	\$19.22	\$19.71	\$20.19	\$20.71	\$21.23	\$21.76
	\$1,440.80	\$1,480.00	\$1,537.60	\$1,576.80	\$1,615.20	\$1,656.80	\$1,698.40	\$1,740.80
	\$37,460.80	\$38,480.00	\$39,977.60	\$40,996.80	\$41,995.20	\$43,076.80	\$44,158.40	\$45,260.80
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W5	\$18.58	\$19.06	\$19.74	\$20.24	\$20.75	\$21.26	\$21.79	\$22.33
	\$1,486.40	\$1,524.80	\$1,579.20	\$1,619.20	\$1,660.00	\$1,700.80	\$1,743.20	\$1,786.40
	\$38,646.40	\$39,644.80	\$41,059.20	\$42,099.20	\$43,160.00	\$44,220.80	\$45,323.20	\$46,446.40
W6	\$19.16	\$19.65	\$20.27	\$20.79	\$21.30	\$21.85	\$22.39	\$22.95
	\$1,532.80	\$1,572.00	\$1,621.60	\$1,663.20	\$1,704.00	\$1,748.00	\$1,791.20	\$1,836.00
	\$39,852.80	\$40,872.00	\$42,161.60	\$43,243.20	\$44,304.00	\$45,448.00	\$46,571.20	\$47,736.00
W7	\$19.65	\$20.13	\$20.86	\$21.38	\$21.92	\$22.46	\$23.02	\$23.60
	\$1,572.00	\$1,610.40	\$1,668.80	\$1,710.40	\$1,753.60	\$1,796.80	\$1,841.60	\$1,888.00
	\$40,872.00	\$41,870.40	\$43,388.80	\$44,470.40	\$45,593.60	\$46,716.80	\$47,881.60	\$49,088.00
W8	\$20.24	\$20.76	\$21.46	\$21.98	\$22.55	\$23.10	\$23.68	\$24.27
	\$1,619.20	\$1,660.80	\$1,716.80	\$1,758.40	\$1,804.00	\$1,848.00	\$1,894.40	\$1,941.60
	\$42,099.20	\$43,180.80	\$44,636.80	\$45,718.40	\$46,904.00	\$48,048.00	\$49,254.40	\$50,481.60
W9	\$20.73	\$21.27	\$22.00	\$22.57	\$23.12	\$23.72	\$24.31	\$24.92
	\$1,658.40	\$1,701.60	\$1,760.00	\$1,805.60	\$1,849.60	\$1,897.60	\$1,944.80	\$1,993.60
	\$43,118.40	\$44,241.60	\$45,760.00	\$46,945.60	\$48,089.60	\$49,337.60	\$50,564.80	\$51,833.60
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W10	\$21.30	\$21.86	\$22.58	\$23.15	\$23.73	\$24.34	\$24.94	\$25.56
	\$1,704.00	\$1,748.80	\$1,806.40	\$1,852.00	\$1,898.40	\$1,947.20	\$1,995.20	\$2,044.80
	\$44,304.00	\$45,468.80	\$46,966.40	\$48,152.00	\$49,358.40	\$50,627.20	\$51,875.20	\$53,164.80
W11	\$21.83	\$22.36	\$23.16	\$23.74	\$24.35	\$24.91	\$25.57	\$26.21
	\$1,746.40	\$1,788.80	\$1,852.80	\$1,899.20	\$1,948.00	\$1,992.80	\$2,045.60	\$2,096.80
	\$45,406.40	\$46,508.80	\$48,172.80	\$49,379.20	\$50,648.00	\$51,812.80	\$53,185.60	\$54,516.80
W12	\$22.36	\$22.95	\$23.68	\$24.29	\$24.88	\$25.51	\$26.14	\$26.79
	\$1,788.80	\$1,836.00	\$1,894.40	\$1,943.20	\$1,990.40	\$2,040.80	\$2,091.20	\$2,143.20
	\$46,508.80	\$47,736.00	\$49,254.40	\$50,523.20	\$51,750.40	\$53,060.80	\$54,371.20	\$55,723.20
	L	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>		<u> </u>
Noto	All wages are	e calculated a	nd paid hourly	. Weekly and	Annual wages	s may be appr	oximate and a	re only for

Note: All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for informational purposes.

City of Greenfield "T" Wage Schedule FY24 July 1, 2023- June 30, 2024 2% COLA

Stepping will occur on July 1st, six (6) months earlier in FY24, due to the change in the effective date for stepping. Eligible employees will step July 1st instead of January each year therefore January steps will no longer occur. Effective July 1, 2023, add Step H with a 2.5% spread between Step G and Step H, allowing every eligible employee to step.

Α	В	С	D	Е	F	G	Н
\$20.03	\$20.80	\$21.57	\$22.34	\$23.11	\$23.88	\$24.74	\$25.36
\$1,602.40	\$1,664.00	\$1,725.60	\$1,787.20	\$1,848.80	\$1,910.40	\$1,979.20	\$2,028.80
\$41,662.40	\$43,264.00	\$44,865.60	\$46,467.20	\$48,068.80	\$49,670.40	\$51,459.20	\$52,748.80
\$22.52	\$23.29	\$24.08	\$24.84	\$25.58	\$26.41	\$27.25	\$27.93
\$1,801.60	\$1,863.20	\$1,926.40	\$1,987.20	\$2,046.40	\$2,112.80	\$2,180.00	\$2,234.40
\$46,841.60	\$48,443.20	\$50,086.40	\$51,667.20	\$53,206.40	\$54,932.80	\$56,680.00	\$58,094.40
\$24.60	\$25.44	\$26.30	\$27.12	\$27.99	\$28.79	\$29.72	\$30.46
\$1,968.00	\$2,035.20	\$2,104.00	\$2,169.60	\$2,239.20	\$2,303.20	\$2,377.60	\$2,436.80
\$51,168.00	\$52,915.20	\$54,704.00	\$56,409.60	\$58,219.20	\$59,883.20	\$61,817.60	\$63,356.80
\$27.27	\$28.19	\$29.14	\$30.12	\$31.13	\$32.17	\$33.24	\$34.07
\$2,181.60	\$2,255.20	\$2,331.20	\$2,409.60	\$2,490.40	\$2,573.60	\$2,659.20	\$2,725.60
\$56,721.60	\$58,635.20	\$60,611.20	\$62,649.60	\$64,750.40	\$66,913.60	\$69,139.20	\$70,865.60
	\$20.03 \$1,602.40 \$41,662.40 \$22.52 \$1,801.60 \$46,841.60 \$1,968.00 \$51,168.00 \$27.27 \$2,181.60	\$20.03 \$20.80 \$1,602.40 \$1,664.00 \$41,662.40 \$43,264.00 \$22.52 \$23.29 \$1,801.60 \$1,863.20 \$46,841.60 \$48,443.20 \$24.60 \$25.44 \$1,968.00 \$2,035.20 \$51,168.00 \$52,915.20 \$27.27 \$28.19 \$2,181.60 \$2,255.20	\$20.03 \$20.80 \$21.57 \$1,602.40 \$1,664.00 \$1,725.60 \$41,662.40 \$43,264.00 \$44,865.60 \$22.52 \$23.29 \$24.08 \$1,801.60 \$1,863.20 \$1,926.40 \$46,841.60 \$48,443.20 \$50,086.40 \$1,968.00 \$2,035.20 \$2,104.00 \$51,168.00 \$52,915.20 \$54,704.00 \$27.27 \$28.19 \$29.14 \$2,181.60 \$2,255.20 \$2,331.20	\$20.03 \$20.80 \$21.57 \$22.34 \$1,602.40 \$1,664.00 \$1,725.60 \$1,787.20 \$41,662.40 \$43,264.00 \$44,865.60 \$46,467.20 \$22.52 \$23.29 \$24.08 \$24.84 \$1,801.60 \$1,863.20 \$1,926.40 \$1,987.20 \$46,841.60 \$48,443.20 \$50,086.40 \$51,667.20 \$24.60 \$25.44 \$26.30 \$27.12 \$1,968.00 \$2,035.20 \$2,104.00 \$2,169.60 \$51,168.00 \$52,915.20 \$54,704.00 \$56,409.60 \$27.27 \$28.19 \$29.14 \$30.12 \$2,181.60 \$2,255.20 \$2,331.20 \$2,409.60	\$20.03 \$20.80 \$21.57 \$22.34 \$23.11 \$1,602.40 \$1,664.00 \$1,725.60 \$1,787.20 \$1,848.80 \$41,662.40 \$43,264.00 \$44,865.60 \$46,467.20 \$48,068.80 \$22.52 \$23.29 \$24.08 \$24.84 \$25.58 \$1,801.60 \$1,863.20 \$1,926.40 \$1,987.20 \$2,046.40 \$46,841.60 \$48,443.20 \$50,086.40 \$51,667.20 \$53,206.40 \$24.60 \$25.44 \$26.30 \$27.12 \$27.99 \$1,968.00 \$2,035.20 \$2,104.00 \$2,169.60 \$2,239.20 \$51,168.00 \$52,915.20 \$54,704.00 \$56,409.60 \$58,219.20 \$27.27 \$28.19 \$29.14 \$30.12 \$31.13 \$2,181.60 \$2,255.20 \$2,331.20 \$2,409.60 \$2,490.40	\$20.03 \$20.80 \$21.57 \$22.34 \$23.11 \$23.88 \$1,602.40 \$1,664.00 \$1,725.60 \$1,787.20 \$1,848.80 \$1,910.40 \$41,662.40 \$43,264.00 \$44,865.60 \$46,467.20 \$48,068.80 \$49,670.40 \$22.52 \$23.29 \$24.08 \$24.84 \$25.58 \$26.41 \$1,801.60 \$1,863.20 \$1,926.40 \$1,987.20 \$2,046.40 \$2,112.80 \$46,841.60 \$48,443.20 \$50,086.40 \$51,667.20 \$53,206.40 \$54,932.80 \$1,968.00 \$2,035.20 \$2,104.00 \$2,169.60 \$2,239.20 \$2,303.20 \$51,168.00 \$52,915.20 \$54,704.00 \$56,409.60 \$58,219.20 \$59,883.20 \$27.27 \$28.19 \$29.14 \$30.12 \$31.13 \$32.17 \$2,181.60 \$2,255.20 \$2,331.20 \$2,409.60 \$2,490.40 \$2,573.60	\$20.03 \$20.80 \$21.57 \$22.34 \$23.11 \$23.88 \$24.74 \$1,602.40 \$1,664.00 \$1,725.60 \$1,787.20 \$1,848.80 \$1,910.40 \$1,979.20 \$41,662.40 \$43,264.00 \$44,865.60 \$46,467.20 \$48,068.80 \$49,670.40 \$51,459.20 \$22.52 \$23.29 \$24.08 \$24.84 \$25.58 \$26.41 \$27.25 \$1,801.60 \$1,863.20 \$1,926.40 \$1,987.20 \$2,046.40 \$2,112.80 \$2,180.00 \$46,841.60 \$48,443.20 \$50,086.40 \$51,667.20 \$53,206.40 \$54,932.80 \$56,680.00 \$24.60 \$25.44 \$26.30 \$27.12 \$27.99 \$28.79 \$29.72 \$1,968.00 \$2,035.20 \$2,104.00 \$2,169.60 \$2,239.20 \$2,303.20 \$2,377.60 \$51,168.00 \$52,915.20 \$54,704.00 \$56,409.60 \$58,219.20 \$59,883.20 \$61,817.60 \$27.27 \$28.19 \$29.14 \$30.12 \$31.13 \$32.17 \$33.24 \$2,181

All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for Note: informational purposes.

City of Greenfield "W" Wage Schedule FY25 July 1, 2024- June 30, 2025 3% COLA

Effective July 1, 2024, base wages will be increased by a one percent (1%) COLA, and an additional two percent (2%) COLA to compensate for the union accepting a correction to the longevity language error of twenty dollars (\$20) at ten (10) years of service to the intended ten dollars (\$10) at ten (10) years of service (longevity correction is effective July 1, 2023).

Grade	Α	В	С	2023). D	Е	F	G	Н
W3	\$17.93	\$18.41	\$19.20	\$19.65	\$20.15	\$20.65	\$21.17	\$21.69
	\$1,434.40	\$1,472.80	\$1,536.00	\$1,572.00	\$1,612.00	\$1,652.00	\$1,693.60	\$1,735.20
	\$37,294.40	\$38,292.80	\$39,936.00	\$40,872.00	\$41,912.00	\$42,952.00	\$44,033.60	\$45,115.20
W4	\$18.55	\$19.06	\$19.80	\$20.30	\$20.80	\$21.33	\$21.87	\$22.41
***	\$1,484.00	\$1,524.80	\$1,584.00	\$1,624.00	\$1,664.00	\$1,706.40	\$1,749.60	\$1,792.80
	\$38,584.00	\$39,644.80	\$41,184.00	\$42,224.00	\$43,264.00	\$44,366.40	\$45,489.60	\$46,612.80
_	_	_	_	_	_			
 W5	\$19.14	\$19.63	\$20.33	\$20.85	\$21.37	\$21.90	\$22.44	\$23.00
	\$1,531.20	\$1,570.40	\$1,626.40	\$1,668.00	\$1,709.60	\$1,752.00	\$1,795.20	\$1,840.00
	\$39,811.20	\$40,830.40	\$42,286.40	\$43,368.00	\$44,449.60	\$45,552.00	\$46,675.20	\$47,840.00
W6	\$19.73	\$20.24	\$20.88	\$21.41	\$21.94	\$22.51	\$23.06	\$23.64
	\$1,578.40	\$1,619.20	\$1,670.40	\$1,712.80	\$1,755.20	\$1,800.80	\$1,844.80	\$1,891.20
	\$41,038.40	\$42,099.20	\$43,430.40	\$44,532.80	\$45,635.20	\$46,820.80	\$47,964.80	\$49,171.20
W7	\$20.24	\$20.73	\$21.49	\$22.02	\$22.58	\$23.13	\$23.71	\$24.31
•••	\$1,619.20	\$1,658.40	\$1,719.20	\$1,761.60	\$1,806.40	\$1,850.40	\$1,896.80	\$1,944.80
	\$42,099.20	\$43,118.40	\$44,699.20	\$45,801.60	\$46,966.40	\$48,110.40	\$49,316.80	\$50,564.80
W8	\$20.85	\$21.38	\$22.10	\$22.64	\$23.23	\$23.79	\$24.39	\$25.00
VVO	\$1,668.00	\$1,710.40	\$1,768.00	\$1,811.20	\$1,858.40	\$1,903.20	\$1,951.20	\$2,000.00
	\$43,368.00	\$44,470.40	\$45,968.00	\$47,091.20	\$48,318.40	\$49,483.20	\$50,731.20	\$52,000.00
14/0	£04.25	£24.04	#22.00	600.05	£22.04	f04.40	605.04	605.67
W9	\$21.35 \$1,708.00	\$21.91 \$1,752.80	\$22.66 \$1,812.80	\$23.25 \$1,860.00	\$23.81 \$1,904.80	\$24.43 \$1,954.40	\$25.04 \$2,003.20	\$25.67 \$2,053.60
	\$44,408.00	\$45,572.80	\$47,132.80	\$48,360.00	\$49,524.80	\$50,814.40	\$52,083.20	\$53,393.60
W10	\$21.94	\$22.52	\$23.26	\$23.84	\$24.44	\$25.07	\$25.69	\$26.33
	\$1,755.20	\$1,801.60	\$1,860.80	\$1,907.20	\$1,955.20	\$2,005.60	\$2,055.20	\$2,106.40
	\$45,635.20	\$46,841.60	\$48,380.80	\$49,587.20	\$50,835.20	\$52,145.60	\$53,435.20	\$54,766.40
W11	\$22.48	\$23.03	\$23.85	\$24.45	\$25.08	\$25.66	\$26.34	\$27.00
	\$1,798.40	\$1,842.40	\$1,908.00	\$1,956.00	\$2,006.40	\$2,052.80	\$2,107.20	\$2,160.00
	\$46,758.40	\$47,902.40	\$49,608.00	\$50,856.00	\$52,166.40	\$53,372.80	\$54,787.20	\$56,160.00
W12	\$23.03	\$23.64	\$24.39	\$25.02	\$25.63	\$26.28	\$26.92	\$27.59
	\$1,842.40	\$1,891.20	\$1,951.20	\$2,001.60	\$2,050.40	\$2,102.40	\$2,153.60	\$2,207.20
	\$47,902.40	\$49,171.20	\$50,731.20	\$52,041.60	\$53,310.40	\$54,662.40	\$55,993.60	\$57,387.20
Note:	All wages ar informationa		l nd paid hourly	l y. Weekly and	l d Annual wage	l es may be app	roximate and a	are only for

City of Greenfield "T" Wage Schedule FY25 July 1, 2024- June 30, 2025 3% COLA

Effective July 1, 2024, base wages will be increased by a one percent (1%) COLA, and an additional two percent (2%) COLA to compensate for the union accepting a correction to the longevity language error of twenty dollars (\$20) at ten (10) years of service to the intended ten dollars (\$10) at ten (10) years of service (longevity correction is effective July 1, 2023).

		l	1		/ -			
Grade	Α	В	С	D	E	F	G	Н
T1	\$20.63	\$21.42	\$22.22	\$23.01	\$23.80	\$24.60	\$25.48	\$26.12
	\$1,650.40	\$1,713.60	\$1,777.60	\$1,840.80	\$1,904.00	\$1,968.00	\$2,038.40	\$2,089.60
	\$42,910.40	\$44,553.60	\$46,217.60	\$47,860.80	\$49,504.00	\$51,168.00	\$52,998.40	\$54,329.60
T2	\$23.20	\$23.99	\$24.80	\$25.59	\$26.35	\$27.20	\$28.07	\$28.77
	\$1,856.00	\$1,919.20	\$1,984.00	\$2,047.20	\$2,108.00	\$2,176.00	\$2,245.60	\$2,301.60
	\$48,256.00	\$49,899.20	\$51,584.00	\$53,227.20	\$54,808.00	\$56,576.00	\$58,385.60	\$59,841.60
Т3	\$25.34	\$26.20	\$27.09	\$27.93	\$28.83	\$29.65	\$30.61	\$31.37
	\$2,027.20	\$2,096.00	\$2,167.20	\$2,234.40	\$2,306.40	\$2,372.00	\$2,448.80	\$2,509.60
	\$52,707.20	\$54,496.00	\$56,347.20	\$58,094.40	\$59,966.40	\$61,672.00	\$63,668.80	\$65,249.60
T4	\$28.09	\$29.04	\$30.01	\$31.02	\$32.06	\$33.14	\$34.24	\$35.09
	\$2,247.20	\$2,323.20	\$2,400.80	\$2,481.60	\$2,564.80	\$2,651.20	\$2,739.20	\$2,807.20
	\$58,427.20	\$60,403.20	\$62,420.80	\$64,521.60	\$66,684.80	\$68,931.20	\$71,219.20	\$72,987.20

All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for Note: informational purposes.

City of Greenfield "W" Wage Schedule FY26 July 1, 2025- June 30, 2026 3% COLA

Grade	Α	В	С	D	Е	F	G	Н
W3	\$18.47	\$18.96	\$19.78	\$20.24	\$20.75	\$21.27	\$21.81	\$22.34
	\$1,477.60	\$1,516.80	\$1,582.40	\$1,619.20	\$1,660.00	\$1,701.60	\$1,744.80	\$1,787.20
	\$38,417.60	\$39,436.80	\$41,142.40	\$42,099.20	\$43,160.00	\$44,241.60	\$45,364.80	\$46,467.20
W4	\$19.11	\$19.63	\$20.39	\$20.91	\$21.42	\$21.97	\$22.53	\$23.08
	\$1,528.80	\$1,570.40	\$1,631.20	\$1,672.80	\$1,713.60	\$1,757.60	\$1,802.40	\$1,846.40
	\$39,748.80	\$40,830.40	\$42,411.20	\$43,492.80	\$44,553.60	\$45,697.60	\$46,862.40	\$48,006.40
	\$19.71	\$20.22	\$20.94	\$21.48	\$22.01	\$22.56	\$23.11	\$23.69
	\$1,576.80	\$1,617.60	\$1,675.20	\$1,718.40	\$1,760.80	\$1,804.80	\$1,848.80	\$1,895.20
	\$40,996.80	\$42,057.60	\$43,555.20	\$44,678.40	\$45,780.80	\$46,924.80	\$48,068.80	\$49,275.20
W6	\$20.32	\$20.85	\$21.51	\$22.05	\$22.60	\$23.19	\$23.75	\$24.35
	\$1,625.60	\$1,668.00	\$1,720.80	\$1,764.00	\$1,808.00	\$1,855.20	\$1,900.00	\$1,948.00
	\$42,265.60	\$43,368.00	\$44,740.80	\$45,864.00	\$47,008.00	\$48,235.20	\$49,400.00	\$50,648.00
W7	\$20.85	\$21.35	\$22.13	\$22.68	\$23.26	\$23.82	\$24.42	\$25.04
	\$1,668.00	\$1,708.00	\$1,770.40	\$1,814.40	\$1,860.80	\$1,905.60	\$1,953.60	\$2,003.20
	\$43,368.00	\$44,408.00	\$46,030.40	\$47,174.40	\$48,380.80	\$49,545.60	\$50,793.60	\$52,083.20
W8	\$21.48	\$22.02	\$22.76	\$23.32	\$23.93	\$24.50	\$25.12	\$25.75
	\$1,718.40	\$1,761.60	\$1,820.80	\$1,865.60	\$1,914.40	\$1,960.00	\$2,009.60	\$2,060.00
	\$44,678.40	\$45,801.60	\$47,340.80	\$48,505.60	\$49,774.40	\$50,960.00	\$52,249.60	\$53,560.00
W9	\$21.99	\$22.57	\$23.34	\$23.95	\$24.52	\$25.16	\$25.79	\$26.44
	\$1,759.20	\$1,805.60	\$1,867.20	\$1,916.00	\$1,961.60	\$2,012.80	\$2,063.20	\$2,115.20
	\$45,739.20	\$46,945.60	\$48,547.20	\$49,816.00	\$51,001.60	\$52,332.80	\$53,643.20	\$54,995.20
W10	\$22.60	\$23.20	\$23.96	\$24.56	\$25.17	\$25.82	\$26.46	\$27.12
	\$1,808.00	\$1,856.00	\$1,916.80	\$1,964.80	\$2,013.60	\$2,065.60	\$2,116.80	\$2,169.60
	\$47,008.00	\$48,256.00	\$49,836.80	\$51,084.80	\$52,353.60	\$53,705.60	\$55,036.80	\$56,409.60
	,	,	,	,	,	•	,	· · ·
W11	\$23.15	\$23.72	\$24.57	\$25.18	\$25.83	\$26.43	\$27.13	\$27.81
	\$1,852.00	\$1,897.60	\$1,965.60	\$2,014.40	\$2,066.40	\$2,114.40	\$2,170.40	\$2,224.80
	\$48,152.00	\$49,337.60	\$51,105.60	\$52,374.40	\$53,726.40	\$54,974.40	\$56,430.40	\$57,844.80
W12	\$23.72	\$24.35	\$25.12	\$25.77	\$26.40	\$27.07	\$27.73	\$28.42
	\$1,897.60	\$1,948.00	\$2,009.60	\$2,061.60	\$2,112.00	\$2,165.60	\$2,218.40	\$2,273.60
	\$49,337.60	\$50,648.00	\$52,249.60	\$53,601.60	\$54,912.00	\$56,305.60	\$57,678.40	\$59,113.60
Note:	All wages ar informationa		nd paid hourly	 /. Weekly and	l d Annual wage	s may be app	roximate and	are only for

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City of Greenfield "T" Wage Schedule FY26 July 1, 2025- June 30, 2026

3% COLA

Grade	Α	В	С	D	E	F	G	Н
T1	\$21.25	\$22.06	\$22.89	\$23.70	\$24.51	\$25.34	\$26.24	\$26.90
	\$1,700.00	\$1,764.80	\$1,831.20	\$1,896.00	\$1,960.80	\$2,027.20	\$2,099.20	\$2,152.00
	\$44,200.00	\$45,884.80	\$47,611.20	\$49,296.00	\$50,980.80	\$52,707.20	\$54,579.20	\$55,952.00
T2	\$23.90	\$24.71	\$25.54	\$26.36	\$27.14	\$28.02	\$28.91	\$29.63
	\$1,912.00	\$1,976.80	\$2,043.20	\$2,108.80	\$2,171.20	\$2,241.60	\$2,312.80	\$2,370.40
	\$49,712.00	\$51,396.80	\$53,123.20	\$54,828.80	\$56,451.20	\$58,281.60	\$60,132.80	\$61,630.40
Т3	\$26.10	\$26.99	\$27.90	\$28.77	\$29.69	\$30.54	\$31.53	\$32.31
	\$2,088.00	\$2,159.20	\$2,232.00	\$2,301.60	\$2,375.20	\$2,443.20	\$2,522.40	\$2,584.80
	\$54,288.00	\$56,139.20	\$58,032.00	\$59,841.60	\$61,755.20	\$63,523.20	\$65,582.40	\$67,204.80
T4	\$28.93	\$29.91	\$30.91	\$31.95	\$33.02	\$34.13	\$35.27	\$36.14
	\$2,314.40	\$2,392.80	\$2,472.80	\$2,556.00	\$2,641.60	\$2,730.40	\$2,821.60	\$2,891.20
	\$60,174.40	\$62,212.80	\$64,292.80	\$66,456.00	\$68,681.60	\$70,990.40	\$73,361.60	\$75,171.20

All wages are calculated and paid hourly. Weekly and Annual wages may be approximate and are only for Note: informational purposes.