

**AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL #888
SPRINGFIELD CIVIL ENGINEERS**

EFFECTIVE DATE: JULY 1, 2021

TERMINATION DATE: JUNE 30, 2022

SEIU LOCAL #888 SPRINGFIELD CIVIL ENGINEERS

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AGREEMENT
Between
CITY OF SPRINGFIELD, MASSACHUSETTS
And
S.E.I.U. 888 ON BEHALF OF THE SPRINGFIELD CIVIL ENGINEERS

ARTICLE 1

1.01 This Agreement entered into by the City of Springfield, hereinafter referred to as the Employer and SEIU Local 888 on behalf of the Springfield Civil Engineers, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours and other terms and conditions of employment.

ARTICLE 2

RECOGNITION:

2.01 The Employer in accordance with the provisions of Chapter 150E of the General Laws of Massachusetts, recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for all the professional employees of the City of Springfield certified as the bargaining unit in accordance with the election conducted by the State Labor Relations Commission MCR 2135 Unit "C".

The Employer further recognizes the Union as the sole and exclusive bargaining agent for all Civil Engineers employed by the City of Springfield, under the Civil Service Regulations, Class 27, excluding the Deputies of each Division within the Department of Public Works, the Supervising Water Engineer, the Public Works Engineer (Grade VB), and the Assistant Deputy Superintendent of Engineering (Grade VB).

2.02 The Employer will not promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

2.03 The Employer further recognizes that the employees covered by this Agreement engage in work of a varied and predominantly intellectual nature, which involves the consistent exercise of discretion and judgment in its performance.

ARTICLE 3

UNION REPRESENTATIVES:

3.01 A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union will notify the Employer of any change. There will be one Union Steward for each physical location or shift at such locations.

3.02 The above shall be granted reasonable time during working hours to investigate and settle grievances, but only after said stewards give reasonable notice to the Department Head.

ARTICLE 4

UNION DUES:

4.01 The Employer recognizes the right of any unit member to become a member of the Union and will not discourage, discriminate, or in any way interfere with the right of any unit member to become and remain a member of the Union.

Employees may tender weekly membership dues by signing the authorization of dues with the terms of the form of authorization of check-off dues hereinafter set forth, the Employer agrees to deduct union membership dues, levied in accordance with Chapter 180 section 17A of the General Laws of Massachusetts and with the Union by-laws, from the pay of each employee who executes or has executed such form and remit the determined

amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made the third week of the succeeding month.

The following form shall be the proper form authorizing the deduction of dues:

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Name of Employee

To: _____
Name of Employer

Effective _____, I hereby request and authorize you to
deduct from my earnings each _____ the amount of \$ _____.
Payroll Period

This amount shall be paid to the Treasurer of Local 888 and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above named Employee Organization as a uniform change in its dues structure.

These deductions may be terminated by me by giving you a sixty (60) days written notice in advance or upon termination of employment.

Employee's Signature

Address

4.02 1. The Union will indemnify, defend and hold the City harmless against all claims made, and against any suit instituted against the City on account of any checkoff of the Union dues provision. 2. The Union agrees to refund to the City any amount paid to it in error on account of the check off of Union dues provision upon presentation of proper evidence thereof.

ARTICLE 5

NO DISCRIMINATION AND COERCION:

5.01 There shall be no discrimination by the Municipal employer, its representatives or agents against any employee because of his lawful activity or membership in the Union.

The Employer further agrees that there will be no discrimination against any employee for his adherence to any lawful provision of this agreement. In cases of emergency, however, strict adherence to this provision shall be waived.

The Employer further agrees that there will be no domination or interference with the existence or administration of the Union.

The Union agrees to act as the exclusive bargaining agent for all the employees within the bargaining unit and shall be responsible for representing of the interests of all such employees, without discrimination and without regard to employee organization membership.

5.02 No Discrimination: The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, and that such persons shall receive the full protection of this agreement.

ARTICLE 6

CIVIL SERVICE:

6.01 The Employer and the Union shall recognize and adhere to the provisions of Massachusetts General Laws, Chapter 31 and rules and regulations thereunder where applicable to unit members.

6.02 The Union further reserves the right to represent employees under any such established procedure.

6.03 In the event of the abolishment of Civil Service, during the life of this agreement, the contract shall be re-opened upon notification to the City by the Union to permit negotiations of such pertinent matters into the scope of this agreement.

6.04 Affirmative Action: The Union recognizes the Employer's obligation to comply with the Employer's Affirmative Action Program.

ARTICLE 7

GRIEVANCE PROCEDURE:

7.01 Only matters involving the question whether the employer is complying with the expressed provisions of this Agreement shall constitute a grievance under this article.

7.02 Grievances shall be processed as follows:

STEP 1 The Union Representative with or without the aggrieved employee shall present the grievance orally to the employee's immediate supervisor outside of the bargaining unit, who shall attempt to adjust the grievance informally. Such presentation will be within ten (10) working days of the occurrence of the facts giving rise to the grievance or knowledge of such facts. The Supervisor shall then have two (2) working days to decide said grievance and notify the parties concerned.

STEP 2 If the grievance is not settled at Step 1, it shall be presented in writing to the Department Head within seven (7) working days from the date of presentation of the facts giving rise to the grievance.

STEP 3 If the grievance is not settled at the step 2 level within ten (10) days from the date of written presentation, the grievance shall be within fifteen (15) days of presentation at the Step 2 level be submitted by certified mail with return receipt to the Labor Relations Department.

STEP 4 If the grievance is not resolved at the Step 3 level within fifteen (15) days from the date of presentation at the Step 3 level, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) days after the expiration of the fifteen (15) days referred to herein. Within the aforesaid thirty (30) days period, written notice of said submission must be given to the employer by delivery in hand, or by mail, postage prepaid to the Department Head and Labor Relations Department.

7.03 The Arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of the said American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

7.04 Written submissions of grievances at Step 2 shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing grievances. They shall specify the contract clause allegedly violated and specify the facts giving rise to the grievance.

If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the employer's representative and the Union representative then handling the Grievance and shall be referred to the next step in the grievance procedure as provided herein.

7.05 If at the end of ten (10) working days next following the occurrence of the facts giving rise to the grievance or the knowledge thereof, the grievance shall not have been presented at Step 1 of the procedure set forth herein, the grievance shall be deemed to have been waived.

7.06 The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning and conclusion. The Arbitrator, shall be without power or authority to make any award which requires the commission of an Act prohibited by law or ordinance or which is in conflict with the express provisions of this Agreement or any rules or regulations of the Civil Service Commission or of any Retirement Board established by law.

The award of the arbitrator shall be submitted to the employer and the Union, and subject to law, shall be final and binding upon the employer, the Union and the aggrieved employee.

7.07 The discipline or discharge of an employee whose office or position is classified under Civil Service law and rules shall not be a subject of grievance or arbitration hereunder nor shall any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by the law be the subject of grievance or arbitration procedure hereunder.

ARTICLE 8

SENIORITY:

8.01 The length of service of the employee in the employment of the City Springfield in accordance with Civil Service law and rules shall determine the seniority of the employee.

8.02 Except in cases where physical condition or license or classification requirements necessitate, the principal of seniority shall govern and control in all cases within the department of the bargaining unit work force as to preference in assignments to provisional or temporary vacancies and/or shift work. The assignments to provisional or temporary vacancies shall be on the basis of qualifications and seniority in accordance with Civil Service law and rules and all other state laws. An employee holding a permanent position shall have priority over an employee holding a temporary position in the same classification.

ARTICLE 9

VACANCIES:

9.01 A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge or the availability of new positions. The City is not compelled to post vacancies that it does not intend to fill. The Employer, consistent with State and local laws, and ordinances, will fill vacancies by selecting the most qualified candidate.

Employees interested shall apply in writing within the time specified.

Any decision by the employer to outsource current work will not result in the layoff or termination of any Union employee. The employer has the sole discretion to fill or not to fill those union positions that become vacant by way of retirement or separation not related to the outsourcing of work.

The parties of this agreement acknowledge that this paragraph represents an evergreen provision and therefore may not be enforceable beyond the first years of this agreement. It is the City's intent, however to maintain a sufficiently staffed and functional Engineering Division to support the operational and capital workload of the City.

Engineering appointments covered by this agreement, shall meet the minimum requirements for that position as set forth in the most current Civil Service announcement for the position to be filled.

Current employees, if qualified, shall be given preference in all provisional or temporary appointments within the bargaining unit. If no applicant is qualified the employer may fill the position from outside the bargaining unit.

9.02 JOB REDUCTION, LAYOFF AND RECALL:

In the case of a layoff or reduction of work, the layoff or reduction of employees within each job classification or position assignment shall be determined by the length of continuous service, in accordance with the provisions of Massachusetts General Laws, Chapter 31.

9.03 SUB CONTRACT AND PROTECTION OF WORK OPPORTUNITY:

The employer retains the right to contract independently for civil engineering services which it deems are beneficial to its operation without consultation with the employee organization. Projects designed or inspected by unit members including sanitary and storm-water drainage, surveys, site plans, cost estimates, contract formulation and sub-

division review which have been and are presently being performed by unit member will continue to be work performed by the division.

The employer agrees not to contract such functions out to independent contractors for the purpose of eliminating engineering classifications that presently exist. In the event of the elimination of an engineering position or classification wherein an employee or employees laid off or otherwise terminated, the matter will be subject to review under the grievance procedure hereunder for the purpose of determining whether the layoff or termination is reasonably required under all of the circumstances on which the job classification or engineering position is being eliminated.

ARTICLE 10

SECTION 1 RATES OF PAY:

10.01

A remuneration Plan setting forth the current salary schedule of various employees covered by this Agreement, is attached hereto and made part of this Agreement. The wage schedule is marked "Appendix A." Attached hereto are regulations governing the Administration of this salary plan and is marked "Appendix B".

ARTICLE 11

SECTION 1 HOURS OF WORK AND OVERTIME

11.01 The hours of work for employees covered under this Agreement shall be seven and one-half hour (7½) hours per day and thirty-seven and one-half (37½) hours per week, exclusive of lunch periods. The starting and finishing time shall continue as presently in effect, except that between, and including, the dates of June 1st and Labor Day, the closing hour will be one-half hour earlier. During such period, the lunch hour will be reduced by one-half hour.

Employees working as inspectors for construction projects shall coincide their starting and finishing time with that of the contractor so as to properly perform their work, when directed by the Department Head or his Designee.

11.02 All scheduled or assigned overtime service in excess of the regular work week, thirty-seven and one-half (37½) hours, or the regular work day, seven and one-half (7½) hours shall be compensated on a time and one-half basis (1½), but there shall be no pyramiding or duplication of overtime and/or premium hours anywhere in this Agreement. Emergency overtime cannot be refused except for illness or justifiable cause beyond the employee's control.

If an employee is scheduled or assigned to perform overtime work on a Holiday and actually performs said work, he shall receive, in addition to his regular weekly compensation, time and one-half pay (1½) for each hour worked on such holiday, and in no event shall he receive less than four (4) hours pay on a straight time basis.

If an employee whose work week does not include Sunday and is scheduled or assigned to work on a Sunday, he shall receive, in addition to his regular weekly compensation, time and one-half (1½) for each hour worked on such Sunday, and in no event shall he receive less than four (4) hours pay on a straight-time basis.

11.03 All employees shall be scheduled to work on shifts, and each work shift shall have a regular starting time and quitting time. Employees shall be given reasonable notice of any change in their work schedule.

11.04 The Employer agrees to give the Union reasonable notice of any proposed change in schedule work shifts and an opportunity to discuss the proposed change. In the event of a failure to agree on this proposed change, the employer shall have the right to institute such change and the Union will have the right to grieve and arbitrate the matter

11.05 Time lost due to leave with pay as herein defined, authorized vacation day, and holidays as herein defined, and not worked, except when such days fall on a Saturday on

the employee's regular day off shall be counted solely as days worked for the purpose of computing overtime in the work week in which it occurs.

11.06 Overtime shall be distributed as equitably as possible except in emergency situation or when it is impractical to do so, due to the varied nature of the work performed and the overtime service required. For the purpose of a regular rotation of overtime opportunities, but only for such purpose only, overtime offered shall be considered as overtime actually distributed. An overtime list, by seniority, shall be maintained.

11.07 If an employee has left his place of employment after having completed work on his regular shift is called back to work, he shall be paid for each hour worked, in accordance with the Section 2 of this Article, and in no event shall he receive pay for less than the equivalent of four, (4) hours on a straight time basis. In the event the employee's regular working day starts after he is called in and he continues to work up to his regular starting time, he shall be paid for such hours in accordance with Section 2 of this Article and in this event there shall be no four (4) hours minimum guarantee.

ARTICLE 12

MEAL PERIODS:

12.01 All employees shall be granted a meal period of one (1) hour's duration during each work shift, except that between, and including, the dates of June 1 and Labor Day, the lunch period will be one-half ($\frac{1}{2}$) hour. Whenever possible the meal period shall be scheduled at the middle of the shift.

12.02 Employees working as inspectors on construction projects shall coincide their meal period with that of the contractor so as to properly perform their work when directed by the Department Head or his Designee.

ARTICLE 13

POSITION IN HIGHER CLASSIFICATION:

13.01 An employee promoted in accordance with Civil Service Law and Rules, to a position in a higher classification or assignment within that class, shall receive the rate of pay at the higher classification for each hour served in that position. This clause does not require the Employer to promote particular persons.

ARTICLE 14

PAID HOLIDAYS:

14.01 The following days shall be considered to be paid holidays:

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

14.02 Holidays occurring on a Sunday will be celebrated on Monday; Holidays occurring on Saturday will be celebrated on Friday. For the purpose of this division, the "celebrated" day (i.e. Friday or Monday) becomes the Holiday rather than the actual holiday.

14.03 Any employee required to work on a holiday will be paid on a time and one-half (1½) basis for the hours worked plus a days pay for the holiday. No compensatory time off for the work performed on a holiday will be authorized.

14.04 Any employee who works five (5) or more days a week and whose regular day off falls on any of the aforementioned holidays shall be paid for the holiday.

14.05 When a holiday occurs during an employee's regularly scheduled vacation, he shall be granted an additional day's vacation. The time for scheduling said vacation day will be discretionary with the employee's Department Head.

14.06 In order to receive pay for any of the holidays enumerated above, an employee must actually work his last scheduled working day immediately preceding, and his first scheduled working day immediately following the holiday in question unless prevented from doing so for valid reasons, substantial evidence of which must be presented to the Department Head.

14.07 The Employer and the Union mutually agreed that in the event, subsequent to the date of contract execution, the City Council or other legislative body i.e. either the State or Federal, prescribe an additional day as a holiday for national, state or municipal purposes, the parties hereto will reopen the holiday article to discuss the impact of such designation, if any, that it may have concerning the work operation or employee eligibility to receive such date as an additional holiday.

ARTICLE 15

EMERGENCY LEAVE:

15.01 The Department Head or Designee, in his/her sole discretion may grant emergency leave without compensation to any subordinate employee who requests such leave for urgent reason. For purposes of this Agreement and to the extent possible to ascertain, an emergency shall be defined as an unforeseeable combination of circumstances which calls for immediate action. In no event may such leave exceed the duration of the work day in which such emergency arises.

ARTICLE 16

SICK LEAVE:

16.01 For the purpose of this Article 16, the following words and phrases shall have the meanings respectively ascribed to them by this section:

A Day: That duration of time that constitutes the normal, regularly scheduled hours of employment for the day in question.

Sick Leave: The absence from duty of any employee due to a disabling sickness or injury or confinement due to a contagious

disease.

Absence due to an employee's sickness commencing during the hours of employment will be charged to his accumulated sick-leave credit, if any. The period of time actually worked will not be charged to accumulated sick leave credit but full be paid for by the City as time actually worked.

16.02 GRANTING GENERALLY:

Each Department Head shall grant sick leave to his employees as hereinafter provided.

16.03 SIX MONTHS OF EMPLOYMENT REQUIRED:

During the first six months of employment, no sick-leave pay shall be granted; however, during such period sick-leave credit of one and one-fourth (1¼) sick leave days with pay per each completed month of service will be credited to the employee's account at the completion of his sixth (6th) month of employment. Employees hired after July 1, 2016 will accrue sick leave at the rate of one (1) day per month of completed service.

16.04 ACCRUED MONTHLY CREDIT GENERALLY:

An employee in the service of the City shall be allowed a credit of one and one fourth (1¼) sick leave days with pay per each completed month of service in compliance with Section 16.05. An employee shall be entitled to sick-leave payment starting with the seventh (7th) month of completed service. Employees hired after July 1, 2016 will accrue sick leave at the rate of one (1) day per month of completed service.

16.05 An employee in the service of the City shall accrue a credit of one and one-fourth (1¼) sick leave days per each completed month of service, provided further that anything herein to the contrary notwithstanding, in any calendar month in which an employee accumulates three (3) or more separate absences whether with or without pay, such employee shall not accrue such credit nor be entitled to said one and one-fourth (1¼) sick leave days for the month in which said absences occur. Employees hired after July 1, 2016 will accrue sick leave at the rate of one (1) day per month of completed service.

Separate absences shall consist of any period of successive days or portions thereof the absence of which shall be considered terminated upon the occasion of the employee's return to work immediately thereafter following said absence.

16.06 MAXIMUM ACCUMULATION:

EXTENSIONS:

Unused sick-leave days in any year shall accumulate without limitation to the employee's credit. No employee shall be entitled to sick-leave with pay in excess of his accumulated credits, nor shall sick-leave be granted by a Department Head in anticipation of sick-leave credits to accrue in the future; provided however, that in cases of extreme personal illness an employee may apply to the Human Resources and Labor Relations Director for additional sick-leave with pay beyond the total of his accumulated sick-leave credits. Based on the employee's length of service and employment record, the Human Resources and Labor Relations Director may authorize such additional sick-leave payments.

16.07 ELIGIBILITY AND PROCEDURE GENERALLY

FOR OBTAINING LEAVE:

In order to be eligible to receive sick-leave payments under this division, an employee shall notify or cause notice to be given to his Department Head forthwith. Failure to give such notice shall be deemed sufficient reason for the denial of sick-leave payments.

For periods of sick leave absence of three or more consecutive work days, an employee shall furnish his Department Head with evidence in the form of a physician's certificate for the cause of such absence. This physician's certificate must be furnished to the Department Head on the date of the employee's return to work or no later than the seventh calendar day thereafter of protracted illness. If a certificate is not furnished by the employee, sick leave shall not be paid for the period of absence.

**16.08 TERMINATION OF LEAVE PAYMENTS AND CREDITS: SUSPENSION
AND REINSTATEMENT: WITHIN CITY GOVERNMENT.:**

Sick leave payments and credits shall automatically terminate on the date of the retirement or separation from service of the City of an employee.

If an employee is terminated for other reasons than fault of his own and subsequently reinstated or re-employed within two years, he shall be credited with accrued sick-leave due at the time of termination.

If an employee is transferred from one city department to another city department, any accrued sick-leave shall be credited to the employee in his new department.

16.09 SICK-LEAVE CONVERSION UPON RETIREMENT OR DEATH:

Upon retirement or death, an employee irrespective of the position held, shall be paid at the rate of thirty (\$30.00) dollars per day for all sick leave accrued by said employee at the time of the employee's death while in the service of the City, or retirement from municipal service. Such payment will be made in one lump sum, provided further that in the event of death, the sum that otherwise would have been payable to the employee, shall be paid to the person whom such employee has designated as his/her beneficiary on his municipal life insurance policy, and if none, then to his/her estate.

Effective July 1, 2007, notification with regard to intention to retire and receive sick leave buy back will occur as follows:

- a). An employee who wishes to retire shall provide written notification of his or her intention to retire, specifying a tentative date, to their Department Head by December 1 of the fiscal year prior to the fiscal year of retirement. An employee who gives the required notice in a timely manner shall receive sick leave buy back at retirement. If the employee fails to give the requisite notice by December 1, the City will not be required to make the buy-back payment until a supplemental budget can be approved which contains said payment. Notification of sick leave buyback for a supplemental budget must be received at least three weeks prior to filing said

supplemental budget. The City may make partial or full payments of sick leave buy-backs when insufficient notice is given if funds are available in sick leave buy-back items, but such payment shall not establish a precedent.

b). Employees who state an intention to retire under this section but who subsequently choose not to retire shall retain all rights and benefits due to them under law and this Agreement.

c). This section shall not apply to employees who separate from service due to death or disability.

16.10 EMPLOYEE RECORDS AND INFORMATION: MANNER OF MAKING PAYMENTS:

Each Department Head shall maintain a permanent record for his employees affected by this division which shall contain all pertinent sick-leave data. An employee's record shall be available for inspection by the employee or his elected representative, the City Auditor or his/her representative and the personnel director or his/her representative.

Sick-leave payments under this division shall be designated on the payrolls as sick leave payments in such manner as the City auditor shall prescribe. The City auditor is authorized to make such payments and cause to be maintained permanent records of accumulated sick-leave credits based on an hourly computation to facilitate the implementation of the provisions set forth in Section 2-31 of this division.

The payment of sick-leave shall be reported to the Personnel department at such times and in such manner as the Personnel Director shall prescribe.

Each Department Head shall furnish his employees affected by this division a statement every year of the number of sick-leave days accumulated and due such employee.

16.11 PHYSICAL EXAMINATIONS:

The Personnel Department shall administer a program of pre-employment physical examination for all applicants before employment begins.

16.12 INCENTIVE LEAVE:

A program designated "employee incentive leave" will be implemented within thirty (30) days of the Funding of an executed contract or on the inception date of an incentive period as outlined below, whichever is later.

The calendar year is hereby broken down to consist of three incentive periods:

Period One: The period between January 1 and April 30 Inclusive.

Period Two: The period between May 1 and August 31 inclusive.

Period Three: The period between September 1 and December 31 inclusive.

An employee who is not absent more than one day due to a disqualifying absence or who is tardy not more than three (3) instances in excess of fifteen (15) minutes per instance in an incentive period shall earn an incentive day that incentive period.

Such earned incentive day shall be taken within the next succeeding incentive period. There will be no accumulation of an earned incentive day to the any succeeding incentive period. The manner in which the day earned will be taken will be in accord with the provisions of Article 20, Vacation Policy, as set forth in this contract.

In no event will days earned hereunder be convertible into a monetary buy back.

In the event of an emergency wherein the request for the earned day is less than forty-eight (48) hours in advance of the day sought, an employee will be required to state and substantiate the emergency nature of his/her request.

For purposes hereunder, the following are to be categorized as

disqualifying absences:

- 1) Absences due to sick leave that total more than one (1) day of sick leave during the incentive period.
- 2) Absence due to worker's compensation lost time within a period.
- 3) Absence due to unauthorized leave within a period.
- 4) Absence due to a leave of absence or maternity leave within a period.

- 5) Absence due to suspension beyond one (1) day.

For purposes hereunder, the following are to be categorized as

qualifying absences:

- 1) Absence due to authorized vacation leave or a day taken pursuant to this program.
- 2) Absence due to jury duty leave.
- 3) Absence due to contractually authorized union business leave.
- 4) Absence due to authorized bereavement period provided for contractually.
- 5) Absence due to holiday leave.

16.13 Sick Leave Abuse. Both the City and the Union agree that sick leave abuse will not be tolerated. Sick leave is not to be used for, or to extend, vacations; it is not to be taken in patterns of time off nor is it to be used when an employee is not ill. The City shall initiate disciplinary action for employees engaged in sick leave abuse. If an employee uses sick leave for purposes other than legitimate illness or injury, the employee may, at the City's discretion, be subject to discipline up to and including discharge.

ARTICLE 17

PERSONAL LEAVE:

17.01 An employee shall have the limited option to use up to three (3) days annually of the unused sick leave accumulated pursuant to paragraph 16.05 herein in the form of personal leave.

An employee who fails to exercise the option for the full amount of days hereunder in any one calendar year, will not accumulate from year to year the option not exercised in that calendar year.

17.02 Such personal leave shall be granted by the Employer at such time as in its opinion will cause the least interference with the performance of the regular work of the City.

ARTICLE 18

18.01 LEAVES OF ABSENCE WITHOUT PAY - MATERNITY LEAVE

Whenever an employee shall become pregnant, she will furnish the City with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted for a period not to exceed twelve (12) weeks prior to or after the date of delivery. Maternity leave shall also be granted to any adopting parent not to exceed four (4) months.

18.02 MILITARY LEAVE: WITHOUT/PAY

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, the employee shall be placed in the position he held prior to the leave and in accordance with Federal Law.

18.03 EDUCATIONAL LEAVE: WITHOUT PAY

Permanent employees who are candidates for a B.S., M.S., or PHD degrees in Civil Engineering, Sanitary Engineering or Environmental Engineering shall be granted an unpaid leave of absence to complete their "last year-in residence" requirement at a Degree Granting Institution. This leave is not to exceed one (1) year, nor is it to extend to more than one (1) employee per grade at any given time. The one year shall be in the aggregate.

18.04 MAINTENANCE OF RIGHTS:

All benefits to which an employee was entitled at the time his leave of absence under this Article commenced, including unused sick-leave, shall be restored to him upon his return, and he shall be assigned to at least the same grade and step which he held at the time said leave commenced, provided that benefits normally accruing to an employee shall not be earned during any period taken under this section or prior sections.

18.05 REQUEST FOR LEAVE GENERALLY:

All requests for leave under this Article shall be made through a person's immediate supervisor to the Department Head or his Designee.

Leaves of absence beyond three (3) months or any extension of any leave of absence for employees who have completed their probationary periods must have the approval of the Director of Civil Service and be recommended by the employer. Leaves of absence without pay shall only be granted to permanent employees. Benefits normally accruing to an employee shall not be earned during any period taken under this section.

ARTICLE 19

19.01 LEAVES WITH PAY: MILITARY LEAVE

In accordance with Chapter 33, Section 59 of the General Laws any employee covered by this contract, during the time of his service in the armed forces of the Commonwealth or during his annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States shall be entitled to receive pay therefore, without loss of his ordinary remuneration as an employee, and shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.

19.02 UNION LEAVE:

A leave of absence with pay not to exceed five (5) days per year shall be granted to two (2) members of the bargaining unit covered under this agreement to attend union conventions as delegates whether on the Regional level or National level. This leave shall not be charged against said employee's disability and emergency leave, or vacation leave.

Requests for Union leave shall be submitted in writing to the Department Head at least ten (10) working days previous to the date of the requested leave. This request shall include the names of the employees attending, the dates in question, and the location of the meetings signed by the President of the Local.

19.03 Each employee shall be permitted one (1) day per year with pay to attend a Civil Engineering Convention or Conference. Such leave shall be subject to prior approval by his Department Head and may be extended upon the recommendation of his/her Department Head.

19.04 INDUSTRIAL ACCIDENT HEARINGS:

An employee who has filed a claim under General Laws Chapter 152 shall be allowed time off without loss of pay while attending an Accident Board hearing on his/her claim.

19.05 BEREAVEMENT LEAVE:

The employee covered by this contract shall be granted bereavement leave under the following conditions:

1. He shall submit proof of relationship and death satisfactory to his Department Head, whereupon he shall be granted bereavement leave with full pay not to exceed three (3) regularly scheduled consecutive working days, such leave not to extend more than one (1) day beyond the date of the funeral of the deceased relative.

2. For the purposes of this section leave with pay shall be granted on the death of husband, wife, mother, father, son, daughter, brother, sister, grandchild, grandfather, and grandmother of either the employee or his spouse; or any relative of the employee or his spouse who was actually living in the immediate household of the employee at the time of death or at the commencement of the final illness or accident.

3. Bereavement leave is to be separate from, and shall not be charged to sick leave or vacation leave.

19.06 CIVIL SERVICE EXAMINATIONS:

An employee shall be permitted time off without loss of pay while he is taking a Massachusetts Civil Service Department examination for a position in the municipal service of the City of Springfield.

19.07 REQUESTS FOR LEAVE, GENERALLY:

All requests for leave under this Article, shall be made through a person's immediate supervisor to the Department Head or his Designee.

ARTICLE 20

20.01 VACATION POLICY:

All employees regularly employed shall be granted an annual vacation of not less than two (2) weeks without loss of pay, provided however, that all employees who have never been discharged or who have never voluntarily left the employ of the City and who have a total period of five (5) years in the aggregate shall be granted an annual vacation of three (3) weeks without loss of pay; provided, further that employees who have never been discharged or who have a total period of ten (10) years or more in the aggregate shall be granted an annual vacation of four (4) weeks without loss of pay. Unit members who have completed twenty (20) years or more in the aggregate shall be granted an annual vacation of five (5) weeks without loss of pay. Such vacations shall be granted by the Employer at such time as in its opinion will cause the least interference with the performance of the regular work of the City.

A person shall be deemed to be "regularly employed" within the meaning of this section if he/she has actually worked for the City for thirty (30) weeks during the twelve (12) months preceding the first day of June in such year. The thirty (30) weeks shall be computed on the basis of one hundred and fifty (150) work days.

20.02 An employee who has been employed by the City of Springfield for six (6) months or more, but who does not qualify for a full vacation under Article 20, Section 20.01 on June 1st, shall be granted paid vacation leave as follows for each aggregate week he has actually worked for the City during the twelve (12) months preceding the first of June in such year:

1. Employees with service of six (6) months but less than five (5) years, one-third working day.

2. Employees with service of five (5) years but less than ten (10) years, one-half day.
3. Employees with service of ten (10) years or more, two-thirds of a working day.

In all of the above instances, partial days shall be disregarded.

In no case may the partial vacation so earned exceed the vacation the employee would have been entitled to, had he actually worked the full thirty (30) weeks.

Vacation entitlement is to be determined as of June 1st of the calendar year. However, for the purpose of permitting an employee to take vacation days in the winter or at a time subsequent to January 1st, days not actually worked due to holidays or properly authorized vacation will be construed as time actually worked as such phrase is employed in paragraph 20.01 above. Employees will be able to request vacation time prior to entitlement date of June 1 provided other requirements for eligibility are met.

20.03 Whenever the employment of any person subject to 20.01 is terminated during a year by dismissal or by resignation, retirement or death, without his having been granted the vacation to which he is entitled under such Section 20.01, he/she, or in the case of his/her death, his/her beneficiary, shall be paid, at the regular rate of compensation payable to him/her at the termination of his/her employment an amount in lieu of such vacation; provided, that no monetary or other allowance has already been made therefore.

The word "beneficiary" as used in this section means the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the retirement system of which he is a member, or if there be no such designated beneficiary the estate of the deceased.

20.04 If so requested by an employee, vacation pay may be substituted at the discretion of the Department Head, for otherwise unpaid time due to sickness, provided that the employee is eligible for vacation time and provided further, that the number of paid weeks in the working year is not exceeded.

20.05 Vacations will, insofar as possible, be granted at the time most desired by the employee, but the final right to allotment of vacation period is reserved to the Employer in order to insure normal operations.

ARTICLE 21

21.01 EVALUATION OF PERSONNEL AND PERSONNEL FILES

The Department of Public Works intends to evaluate employees twice per calendar. Employees will be notified in advance in writing when an evaluation is scheduled. The results of the evaluations will not be used for disciplinary reasons. The Employee, if he/she finds the appraisal unsatisfactory, has the right to appeal the evaluation to the Department Head. The parties agree that the form to be used for the purpose of the employee evaluation is attached to agreement and marked as Appendix "C".

21.02 Employee Personnel File- Employees shall have the right to inspect his/her personnel files at reasonable time and upon reasonable notice. The employee will be allowed to submit a response to any material which he considers derogatory, and such response shall be placed in said file. Copies of material in said file may be made upon request and if the Department Head approves.

ARTICLE 22

22.01 INDEMNIFICATION:

Unit members shall be indemnified in accordance with the provisions of law.

ARTICLE 23

23.01 PROTECTIVE CLOTHING:

If an employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing, or protective device, shall be furnished to the employee by the employer. The intention of this clause is to state a present condition of employment currently practiced.

23.02 Appearance. Employees shall wear neat, clean work attire. Employees are expected to dress in a manner that is normally acceptable in similar environments.

a. Employees should not wear suggestive attire, athletic clothing, shorts, sandals, T-shirts, novelty buttons, baseball hats (except at a job site), and similar items of casual attire that do not present a workman like appearance.

b. Hair should be clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.

c. Sideburns, moustaches, and beards should be neatly trimmed.

d. Tattoos, and body piercings (other than earrings) should not be visible.

23.03 Identification Cards. If employees are issued identification cards and/or name tags they will be required to wear same while at work. At a job site employees will not be required to wear their identification card should it pose a safety hazard.

ARTICLE 24

24.01 LABOR-MANAGEMENT MEETINGS:

The Union shall designate a standing committee of three (3) employees who are members of the bargaining unit. The committee shall meet with the Mayor, or his designated representative, no more than four (4) times in one calendar year. Such meetings shall be held at the convenience of both parties within ten (10) days from date upon which such request is received and the petitioning party will submit an agenda along with the request. The committee may draw up recommendations which, when approved by the Mayor, both parties to this agreement may agree to enforce.

ARTICLE 25

25.01 EXTREMES OF WEATHER:

Excluding work of an emergency nature, no outside work shall be performed in severe rain or snow or other weather conditions of such degree that work cannot reasonably be performed. For the purpose of this agreement, the word "Emergency" means any and all work performed, when such work could reasonably affect the lives and safety of persons or their property.

25.02 When such extreme weather conditions prevail, all employees, except when work of an emergency nature is required, may seek shelter, if available or shall be assigned to perform other work within their classification not exposed to such extreme conditions, at the discretion of the Department Head. Employees shall not be sent home against their will during extremes of weather. No employee shall be required to use sick leave time when he/she is not sick.

25.03 Members of the bargaining unit are deemed essential personnel. As such they may be required to work during weather and other emergencies when non-essential employees are released. Essential personnel who are required to work an emergency event will be required to work for the entire emergency event. Upon determining the number of employees from the bargaining unit required for the emergency, the employer will first seek volunteers to fill the need. Upon the exhaustion of volunteers the employer will require other members of the bargaining unit to work who have signed up as alternate snow inspectors for the purpose of weather emergencies. Upon exhaustion of the alternate list the employer will require the remaining members of the bargaining unit to work, in inverse order of seniority, until the need is met.

ARTICLE 26

26.01 MANAGEMENT RIGHTS:

The Union recognizes that except as specially limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct, or supervise, the operations of the department are vested solely and exclusively in the employer.

26.02 The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of management of the City of Springfield and reserves and retains all rights, powers, authority and prerogatives including without limitation the exclusive right of the Employer to issue reasonable rules and regulations governing the conduct of its Departments and its employees, provided that

such rules and regulations are not in violation of the expressed provisions of the Agreement.

Except as specifically abridged, delegated, granted or modified by this Agreement or any supplement thereto of Chapter 150E of the General Laws of Massachusetts all of the aforesaid rights, powers, authority and prerogatives except wherein violation of the expressed terms of this Agreement, shall not be subject to the Grievance Procedure and/or Arbitration under this Agreement.

ARTICLE 27

27.01 MISCELLANEOUS PROVISIONS:

Bulletin Boards: Announcements shall be posted in conspicuous places, preferably where employees enter and leave. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

27.02 Should any provision of this agreement be found in violation of any Federal or State Law, Civil Service Rule by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

27.03 Access to Premises: The employer agrees to permit representatives of the Service Employees International Union Local 888 to enter the premises in non-work areas at reasonable times upon proper notification i.e. not less than four (4) hours for individual discussion of working conditions with employees in non-work periods provided care is exercised by such representatives that they do not interfere with the performances of duties assigned to the employees, nor enter restricted area or areas of security.

27.05 Residence: The parties agree that employees hired after March 17, 1995 will be subject to the City Council Ordinance on residency effective that date. All unit members hired prior to the passage of the March 17, 1995 City Residency Ordinance shall be eligible

for promotion within the bargaining unit without being required to comply with the Ordinance.

27.06 Work Performed by Supervisors: No supervisory employee excluded from the terms of this agreement shall perform full time the work of any employee covered by this agreement except for emergencies, excessive absence of employees from work, and except for the purpose of instruction or training employees in the bargaining unit.

27.07 Group Insurance: All employees in the bargaining unit shall be eligible to participate in the present group insurance plan in accordance with the provisions of said plan in force and effect during the term of this Agreement for the employees of the City of Springfield.

The Union agrees to the Health Insurance Plan implemented by the City of Springfield on April 1, 2005. The union agrees to waive and forego any claim, grievance, arbitration or appeal regarding the change in health insurance benefits implemented April 1, 2005 and agree to said health insurance plan implemented on April 1, 2005. Further, the Union agrees to endorse and support any effort to transfer employee health insurance to the Commonwealths' Group Insurance Commission.

27.08 Grievances

SEIU Local Engineers agree to withdraw all pending grievances/arbitrations; including the Water/Sewer Department, Supervisor Grade 5A, etc.

27.09 MUP Withdrawal

The Union hereby withdraws the grievance(s)/arbitrations and/or Unfair Labor Practice allegations MUP 05-4395 regarding Wage Freeze and or Health Insurance. City is only obligated to the financial commitments negotiated in this memorandum.

27.10 Ratification

This Agreement is subject to Ratification by the Union and the Springfield City Council.

27.11 Half Day Increments

Unit members may not take any leave sanctioned by the collective bargaining agreement in less than one-half (1/2) day increments except with prior approval of the Department Head or his/her designee.

27.12 Disciplinary Policy. The parties agree that discipline should be corrective rather than punitive. In accordance with this philosophy, the Department adopts a progressive discipline policy as outlined herein.

An employee may be disciplined for performance or conduct issues including, but not limited to: incompetence, dishonesty, insubordination, unacceptable work performance, discourteous treatment of the public, convictions on a criminal charge, any unacceptable behavior or accumulation of minor infractions, other willful acts of misconduct, or for unauthorized borrowing or stealing of City tools, equipment, material and property, violence, threats, harassment, excessive absenteeism, conduct unbecoming a member of the Department or any action, whether on duty or off duty, that brings disrepute upon the City. This list is meant to be a representative example of the kinds of behavior and performance deficiencies that will lead to disciplinary action. It is by no means exhaustive.

27.13 Direct Deposit. The employer reserves the right to pay all members of the bargaining unit through direct deposit. If the employer exercises this right the employer will give the affected employees and the Union two (2) weeks notice. Employees will be required to complete documentation and provide the employer with necessary account information to arrange for direct deposit. In the event that an employee does not have a bank account the employer reserves the right to pay the employee by crediting a debit card with the employee's pay earned during the pay period.

27.14 Payroll Advices. The employer may elect to provide payroll advices to employees, on a voluntary basis, through email or electronically. The employer shall provide the Union with 30 days notice prior to making this change. All employees voluntarily opting for electronic payroll advices shall provide the Payroll Department with an email address (if required by the Employer) to arrange for the transmission of this information.

27.15 Boot Allowance. Effective July 1, 2018 all bargaining unit members who are employed by the City on July 1 of a given year shall be provided with a one hundred and fifty dollar (\$150.00) boot allowance which the employee shall use for the purchase of steel toe boots. The employer will endeavor to make this a reimbursable program, provided there are no tax restrictions. Said boots must be worn while at work.

27.16 GPS and New Technologies A. The Employer shall provide the Union with 30 days advance notice prior to the implementation of new technologies. The parties agree that the installation and activation of new technologies, including GPS equipment on City vehicles, is for the primary purpose of further enhancing safety, operational efficiency, and quality of delivery of services.

B. The parties acknowledge that disciplinary action based upon GPS equipment findings or reports must comport with MGL Ch. 31 and Art. 27.12 as set forth in this Agreement. Minor infractions discovered through the utilization of GPS data, will generally be addressed through verbal counseling. However, it is agreed that the Department Head shall have the sole discretion to make a determination whether an employee's activity is subject to discipline in accordance with MGL Ch. 31 and Art. 27.12 of this Agreement.

C. The Employer shall provide the Union with GPS reports for any grievance.

D. The parties agree that the tampering with or disabling of any GPS system is subject to discipline up to and including termination.

E. It is understood that excessive monitoring of employees is neither a primary purpose nor an intended result of utilization of GPS equipment.

ARTICLE 28

28.01 NO STRIKE: Both the employer and the Union recognize and acknowledge that it is unlawful for any employee to engage in, induce or encourage any strikes, work-stoppage, slow-down or withholding of services by employees.

28.02 No employee covered by this agreement shall engage in, induce or encourage any strikes, work-stoppage, slow-down or withholding of services by employees.

28.03 The Union agrees that neither it nor any of its officers or agents will directly or indirectly call, institute, authorize, participate-in, finance sanction, or ratify any such strike, work stoppage slow-down or withholding of services. Should any employee or group of employees engage in, induce, or encourage any strike, work-stoppage, slow-down or withholding of services, the Union shall forthwith discourage such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the employer, the Union shall immediately take all reasonable means to induce such employee or employees to terminate this strike, work-stoppage, slow-down or withholding of services, and to return to work forthwith.

28.04 In the event that any employee or employees engage or participate in the prohibited conduct described in this Article, the Employer shall have the right to institute and pursue legal action to enjoin the continuance of said prohibited conduct, and the Union agrees that it will not oppose or interfere with such legal action by the employer.

28.05 The Union agrees that such legal action, if initiated or pursued by the employer, shall not constitute the exclusive remedies available to the employer nor shall such legal action be construed or deemed a waiver of such other rights or remedies as may be available to the employer under the provisions of this Article or under the provisions of law.

ARTICLE 29

29.01 STABILITY OF AGREEMENT: No agreement, understanding, alternation or violation, of the terms or provisions of the Agreement contained herein shall bind the parties hereto unless made and executed in writing by the parties hereto.

29.02 The failure of the employer or the Union to insist in any one or more instances upon performance of any of the terms or conditions of this agreement shall not be considered as a waiver or relinquishment of the employer or of the Union to future performance of any such term or condition and the obligation of the Union and the members to such future performance shall continue in force and effect.

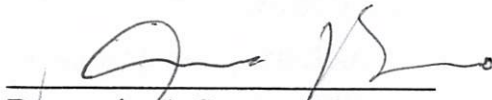
ARTICLE 30

30.01 DURATION: This agreement shall become effective on the first day of **July 1, 2021** and shall remain in full force and effect to and including **June 30, 2022** and shall continue in full force and effect from year to year thereafter, during contract negotiations for a successor agreement, as well as the period of contested representation concerning the certified bargaining agent who is a party hereto. In the event a different bargaining agent is certified following a contested representation election, this contract will terminate upon such change in certification, or on June 30, 2022, whichever is later.

If a party desires to amend this Agreement they must do so in writing not less than two hundred and seventy (270) days prior to any termination date or anniversary date hereof. Such request must be accompanied by a statement of the amendments desired. In such event the parties will confer at least two hundred and forty (240) days before the expiration date of this Agreement or any subsequent anniversary date hereof.

In the event or necessity that the City of Springfield sponsors special legislation regarding a longer term contract (seven year deal), the Union agrees to support and endorse such legislation.

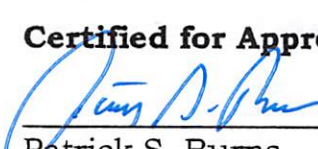
The City of Springfield


Domenic J. Sarno, Mayor

**SEIU Local 888- Springfield
Civil Engineer**

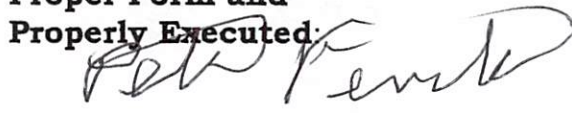
 10/15/2024
Peter Shumway, President

Certified for Appropriation: N/A

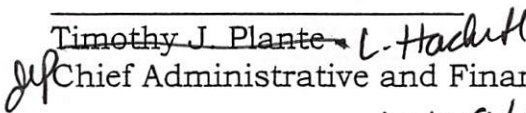
 10/23/24
Patrick S. Burns
Comptroller

 10/16/24
Jared Dacelle, SEIU Local 888
Internal Organizer

**Proper Form and
Properly Executed:**


Associate City Solicitor

Reviewed by:

 L. Hadick
Chief Administrative and Financial Officer
10/29/24

Date: _____ Day of _____ 2023

APPENDIX A

SEIU, Local 888: Civil Engineers

July 1, 2021

Increase by 2%

MUNIS Job Code	Classification	Range	Step 1	Weekly	Step 2	Weekly	Step 3	Weekly
			Hourly		Hourly		Hourly	
1701	Engineering Aide II (Sr.)	15A	24.8536	932.01	25.0599	1052.25	25.3394	1100.23
3409	Construction Inspector I	18A	29.1311	1092.42	33.1961	1244.85	34.7099	1301.62
2235	Civil Engineer I (Jr.)	19B	30.8614	1157.30	35.1683	1318.81	36.7718	1378.94
2234	Civil Engineer II (Asst.)	21E	34.7185	1301.94	39.7403	1490.26	41.5527	1558.23
2236	Civil Engineer III (Sr.)	23C	38.1758	1431.59	43.6782	1637.93	45.6701	1712.63
2233	Civil Engineer IV	25A	41.6229	1560.86	47.7705	1791.39	49.9492	1873.10

APPENDIX B

REGULATIONS GOVERNING THE ADMINISTRATION OF SALARY PLAN

Section 1: ENTRANCE PAY:

On appointment, an employee shall be placed at the minimum step of the salary range assigned to the class to which appointed. However, with prior approval by Personnel Policy Board, when it finds that a position is difficult to fill because of the labor market or other justifiable circumstances, appointment may be made at a higher step, not to exceed the maximum, in the job group salary range.

Section 2: ANNUAL STEP RAISES:

A. ELIGIBILITY

An employee shall be eligible for annual step raises within the salary range assigned to the class in which employed on the anniversary date of appointment or promotion to that class.

B. ANNIVERSARY DATE

The salary anniversary date of an employee for the purpose of determining his eligibility for a step increase shall be the most recent of the following occurrences:

1. Appointment
2. Last Step increase
3. Most recent promotion.

Section 3: ELIGIBILITY FOR STEP RAISES:

An employee shall be eligible for step raises as set forth in Section 2, provided that the Department Head recommends the employee for such step raise based on job performance. An employee who is not recommended for a step raise must be notified by

Department Head of the reason thirty (30) days prior to the date of eligibility. Within ten (10) days of such notification, the employee may resort to the grievance procedure if he/she wishes, or he/she may request in writing of his/her Department Head that his/her step raise be reviewed again in sixty (60) days. Both the dated request and the Department Head's decision must be forwarded to the Personnel Department. The reviewed step raise, if approved, will become effective sixty (60) days from the employee's established anniversary date, which will remain unchanged.

Section 4: CHANGE IN CLASSIFICATION:

A. Whenever an employee receives a promotion to a position in higher job group, his/her rate shall be the next higher rate in said higher job group, or the second next higher rate therein if such new salary rate would result in an increase of salary smaller in amount than the salary increment for such higher group. If such an employee returns to a position in his old class, he shall reenter at that step in the salary range assigned to his old class which he would have attained, including step raises, had his services in the old class remained uninterrupted, and shall regain his old anniversary date.

B. When an employee is appointed or transferred to a new class with no change in salary range, he shall enter the new class with no change in salary or anniversary date. If such an employee returns to a position in his old class, he shall reenter at that step in the salary range assigned to his old class which he would have attained, including step raises, had his services in the old class remained uninterrupted, and shall regain his old anniversary date.

C. An employee who is demoted to a position in a lower job group will receive the salary to which his period of service would entitle him if his service has been rendered in such position in the lower job group, but not less than the employee would have been entitled to had his service been continuously in such position in the lower job group.

D. An employee serving on a part-time basis as certified by the appointing authority shall be entitled to step raises in the proportion that his service bears to full time

service. A step raise shall be granted upon the completion of the required equivalent of one years full time service.

Section 5: **CHANGE IN SALARY RANGE:**

If the salary range assigned to a class or job group is raised, incumbents of all positions in that class shall be placed at that step in the new range which has the same number as the step which they occupied in the old range. The anniversary date of an employee shall remain the same as it was before the Job Group jump.

Section 6: **CHAPTER 245, ACTS OF 1951**

A. Incumbents of positions covered by Chapter 245, Acts of 1951, Massachusetts General Laws, accept by the City Council, shall be paid in accordance with that Legislation, as attached hereto.

B. Neither the formal report referred to in Chapter 2, Section 104, of the Revised Ordinances of 1963, nor any other recommendation of the City Council, shall be required of the Policy Board insofar, but only insofar, as the salaries of positions and employees covered by this legislation are concerned; nor shall the salaries established under that legislation be carried in the pay plan.

Section 7: Retroactive Pay

In order to be eligible for retroactive payment, an employee must be on payroll on the effective date of the wage increase and on the ratification date by the Springfield City Council.

APPENDIX C

EVALUATION FORM

Department of Public Works

Engineering Division

Employee Evaluation Report

Division: _____ Date: _____

Name: _____

Classification: _____

Period From: _____ 19 To: _____ 19

APPENDIX "C"

Category	Excellent	Very Good	Good	Fair	Poor	Comments
1. Attendance						
2. Professionalism						
3. Dependability						
4. Judgment						
5. Knowledge						
6. Leadership Potential						
7. Comprehension						
8. Performance						
9. Responsibility						
10. Safety Awareness						

Appraising Supervisor: _____

Reviewed by Deputy: _____

Comments: _____

C:\PW\BAGWPDOCS\DOCSUPREVALHEZ.WPD

APPENDIX D



THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

HOME OF THE BASKETBALL HALL OF FAME

THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

EXECUTIVE ORDER

Social Media Policy

Adopted and Effective August 18, 2017.

I, Domenic J. Sarno, by authority vested in me as Mayor of the City of Springfield, Massachusetts, do hereby order that every department in the City of Springfield shall be subject to the following social media policy:

Purpose: At the City of Springfield ("Department"), we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, co-workers, or others around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established this policy.

We are committed to ensuring our employees' use of social media does not violate Federal or state privacy, copyright, defamation or discrimination laws. For example, City Departments are required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to ensure that any protected health information ("PHI") that we create, receive, use, or store is not improperly used or disclosed through any means, including the Internet. We are also committed to, and have a legitimate interest in, protecting our provision of services, our working relationships with other organizations, our confidential and proprietary information, and reflecting favorably on our professional status as public employees and administrators.

This policy is not intended to restrict your legal rights, such as your right to engage in responsible social media discussions about things such as wages, benefits, hours, or working conditions. Rather, this policy is designed to help avoid claims against the Department or its personnel for things like: HIPAA violations, invasion of privacy and breach of contract, defamation, unlawful discrimination, and unlawful harassment. Put simply, it helps protect you

City of Springfield • 36 Court Street • Springfield, MA 01103-1687 • (413) 787-6100

In addition, any information that might reasonably identify someone who is a patient could also be PHI. For example, images or videos of a patient's body or body parts, information about specific response locations and destinations, or information about the nature of an illness, injury, or incident could be enough to identify a patient and could constitute PHI. Please refer to the definition of PHI in this policy and ask your Department's HIPAA Compliance Officer if you have any questions about what is PHI. A good question to ask in order to determine whether the information is PHI is this: *Would someone who knows the patient be able to identify the patient from the information?* If so, as a general rule you should not post it.

2. **Confidential or Proprietary Information about a municipal Department.** You may not post confidential or proprietary information about the Department or any organization or person that the Department interacts with in conducting business. This means you should not be sharing things like undisclosed details that are not publicly known or obtainable, about our contractual arrangements or other confidential business information with other parties. Please refer to the definition of confidential or proprietary information in this policy, and you may consult with a supervisor if you have any questions about what information might fall under this definition.
3. **Explicit or Obscene Sexual Images or Content.** You may not post lewd or obscene photographs, images, or any content (text, images or videos) of a sexually explicit nature while in any municipal Department uniform or with any City or Departmental equipment or logos in view.
4. **Unauthorized Postings Portrayed as Being From the Department.** You may not represent that you are speaking or posting on behalf of any municipal Department without the permission of the Department Head. You should never represent yourself as a spokesperson for the Department unless you are designated as a spokesperson for the Department.
5. **Content That Unlawfully Harasses, Threatens, or Discriminates Against Others.** You may not post content that violates our policies against unlawful harassment and discrimination. Carefully read these policies and ensure your postings are consistent with them. Postings that include discriminatory remarks, harassment, and threats of violence or similar unlawful conduct will not be tolerated. Examples include inappropriate sexual comments about other staff members or discriminatory comments based on age, race, sex, sexual orientation, national origin, ethnicity, disability, religion, veteran's status or other legally protected class, status, or characteristic.
6. **Sensitive Personal Information about Others.** To reduce the risk of identity theft, Medicare and Medicaid fraud, illegal stalking, and other similar illegal conduct, you should not disclose personally identifiable information (such as contact information obtained from Department files or records), Social Security numbers, credit or debit card or financial account numbers, medical insurance or account numbers or other similar information about staff members, patients, or vendors on the Internet.

7. **Use of City of Springfield or any Department Logo and Uniforms in Images or Video.** You should not use the City of Springfield Seal or any Department logo, trademark, uniform patch or proprietary graphics in any way. For example, you should not create a social media page using the City of Springfield or any of its Department's logo as this might suggest to readers that the City is sponsoring the page. You should not post images or videos of yourself or your co-workers that identify you as City staff members or that show you in a municipal Department uniform when that image or video depicts you or your co-workers engaging in what appears to be illegal or immoral conduct (such as acts of violence or the use of illegal drugs), or violations of Department policy, even if it is being done as a joke.
8. Any social media activity should not violate any of the City's Personnel or Department's published Rules and Regulations or Standard Operating Guidelines.
9. Any conduct which under a Department rule is impermissible if expressed in any other form is impermissible if expressed through social media.

B. General Rules About Social Networking Related to the Workplace

1. **No Expectation of Privacy on Agency Devices.** You should be aware that any Internet activity performed on City-owned, operated, or controlled equipment or via City Internet (hard-wired or wireless) may be monitored at any time and without notice to ensure compliance with the law, this policy and other City computer use policies. This includes City workstations, laptops, mobile data terminals, smart phones, and other electronic devices.
2. **No Access to Illegal or Pornographic Sites.** You may not access any unlawful sites or any lewd or sexually explicit sites (such as pornography sites) through City equipment or through the City's Internet connection (hard-wired or wireless) at any time. In addition, you may not access such sites with personal equipment while on City premises or at any time through City hard-wired or wireless networks.
3. **No Social Networking during Working Time.** You should not engage in social networking activities while engaged in patient care activities, while performing work duties (including when operating City vehicles or while in a City vehicle even when not driving) or when work assignments are not completed. However, you are permitted to access the Internet on your own personal equipment when you are not on working time (rest periods and meal breaks).
4. **No Taking Videos or Images during Responses or in Areas Where PHI May be Exposed.** To avoid the potential risk of improper disclosure of PHI, as well as to avoid unsafe distractions, you should refrain from taking any images or videos of any kind while on an incident response, while treating patients or otherwise engaged in work activities unless expressly authorized to do so by

City of Springfield Social Media Policy

2017

Employee Receipt and Acknowledgement

I acknowledge that I have received a copy of the City of Springfield Social Media Policy. I have read and I understand the policy, and agree to abide by its terms during my employment with the City of Springfield. I understand that if I have a question or need clarification on this policy that I can go to my supervisor or the Department Head at any time.

Received and Read:

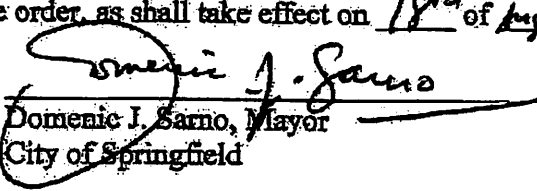
Print Name

Signature

Date:

This acknowledgement will be placed in the employee's file. Failure or refusal to sign does not relieve any employee of his or her responsibility under the Policy.

This Executive order shall take effect on 18th of Aug., 2017.


Domenic J. Sarno, Mayor
City of Springfield