

AGREEMENT

**BETWEEN THE
CITY OF SPRINGFIELD**

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES – LOCAL #3065**

EFFECTIVE DATES:	JULY 1, 2016
TERMINATION DATE:	JUNE 30, 2017

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AGREEMENT

JULY 1, 2016 – JUNE 30, 2017

Between the

CITY OF SPRINGFIELD

and

**AMERICAN, FEDERATION, OF STATE, COUNTY, AND
MUNICIPAL
EMPLOYEES COUNCIL #93, LOCAL # 3065**

ARTICLE 1 PARTIES:

1.01 This Agreement entered into by the City, a municipal corporation situated in Hampden County, Massachusetts, hereinafter referred to as the Employer, and Local 3065, Massachusetts State Council #93 of the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Unions; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 RECOGNITION:

2.01 The Employer in accordance with the provision of Chapter 150E of the General Laws of Massachusetts, recognizes the Union specified below as the sole and exclusive bargaining agents for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees of the City of Springfield certified as the bargaining unit in accordance with the election conducted by the State Labor Relations Commission, MCR 2678 et al, Unit "D", date issued January 28, 1980 and MCR-38.

The Bargaining Unit for AFSCME Local 3065 will consist of the following classifications:

6475	Garage Foreman	4425	Golden Age Executive Director
6850	Park Foreman	4435	Park Naturalist
0183	Purchas Agent, Assistant	4420	Recreation Assistant

0160 Stores Control Supervisor
5100 Supervisors of Custodians
6120 Traffic Engineering Foreman

6050 Streets and Engineering Foreman
4421 Therapeutic Recreation Specialist
6075 Working Maintenance Foreman

Employees assigned to permanent working maintenance foremen positions will pay dues to Local #3065. Employees assigned as intermittent working maintenance foremen shall not be included in this bargaining unit. The Job Descriptions of Working Maintenance Foremen will be amended to incorporate the duties performed by Working Maintenance Foremen/Gardener, Working Maintenance Foremen/Tree Surgeon, and Working Maintenance Foremen/Motor Equipment Repairman (at the Police Department).

The parties agree that this is a supervisory bargaining unit. The parties agree that employees in this supervisory bargaining unit supervise assigned projects and activities in their respective department in the City of Springfield. The nature of such positions is not to create policy. Supervisory responsibility implements the policy of the Employer in the direction and control of the work force as provided in the employees respective job classification.

2.02 The Employer will not aid, 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 conditions contained in this agreement.

2.03 This collective bargaining agreement shall be subject to and incorporate the provisions of Section 6 of Chapter 656 of the Acts of 1989, so long as said Section 6 shall require the all collective bargaining agreements entered into and by the City or School Department be subject to and incorporate the provisions of said Section 6.

ARTICLE 3 MANAGEMENT RIGHTS:

3.01 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 such rules and regulations are not in violation of the express provisions of this Agreement.

3.02 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 where in violation of the express terms of this Agreement shall not be subject to the Grievance Procedure and/or Arbitration under this Agreement.

3.03 The Employer reserves the right to cross train and assign employees within the Department.

ARTICLE 4 UNION REPRESENTATIVES:

4.01 A written list of Union Stewards and other representatives shall be furnished to the employer immediately after their designation, and the Union shall notify the Employer of any changes.

There shall be one Union Steward for each physical location or shift at such locations and one Chief Steward for each chapter of the local.

4.02 The above shall be granted reasonable time off during working hours to investigate and settle grievances, but only after said steward and/or Chief Steward gives reasonable notice to the Department Head.

4.03 The Union presidents shall be supplied with a list of employees employed at the Department of Public Works and the Park Department on the first of January and June of each year.

4.04 The Negotiations Committee of the Alliance will consist of three (3) members of the AFSCME Local #3065.

ARTICLE 5 UNION DUES:

For employees of the AFSCME LOCAL 3065 BARGAINING UNIT:

5.01 Employees shall tender weekly membership dues by signing the Authorization of Dues Form from their respective union. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate 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 each succeeding month.

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

AUTHORIZATION FOR PAYROLL DEDUCTION

Membership Application																						
<p>American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction</p> <p>I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.</p> <p>Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.</p> <p>This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.</p> <p>I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.</p> <p>In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.</p>	<p style="text-align: center;">PLEASE PRINT LEGIBLY.</p> <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Local Number</td> <td style="width: 33%;">Employer</td> <td style="width: 33%;"></td> </tr> <tr> <td>Last Name</td> <td>First Name</td> <td>M.I.</td> </tr> <tr> <td colspan="2">Street Address</td> <td>Apt. No.</td> </tr> <tr> <td>City</td> <td>State</td> <td>ZIP Code</td> </tr> <tr> <td colspan="2">Social Security Number (last four digits)</td> <td>Employer ID</td> </tr> <tr> <td>Cell Phone</td> <td>Home Phone</td> <td>Personal E-mail Address</td> </tr> </table> <p>By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.</p> <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Signature</td> <td>Date</td> </tr> </table>		Local Number	Employer		Last Name	First Name	M.I.	Street Address		Apt. No.	City	State	ZIP Code	Social Security Number (last four digits)		Employer ID	Cell Phone	Home Phone	Personal E-mail Address	Signature	Date
Local Number	Employer																					
Last Name	First Name	M.I.																				
Street Address		Apt. No.																				
City	State	ZIP Code																				
Social Security Number (last four digits)		Employer ID																				
Cell Phone	Home Phone	Personal E-mail Address																				
Signature	Date																					

5.02 Agency Service Fee for AFSCME #3065:

A) In accordance with Chapter 1078 of Acts of 1973 (M.G.L.A. Ch. 150E s. 12), effective thirty (30) days after the signing date of this agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service Fee.

Such fee shall be paid weekly commensurate with the periodic dues charged by Local 3065 to its members.

The Union will indemnify, defend and hold the City harmless against any and all claims made, and against any suit instituted against the City on account of any check-off of Union dues or agency fee provision.

The Union agrees to refund to the City any amount paid to it in error on account of the check-off and agency fee provision upon presentation of proper evidence thereof.

The Union certifies that this Collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

The proper form authorizing the deduction of Agency Service Fee is as follows:

American Federation of State, County and Municipal Employees, Council 93, AFL-CIO
20 Maple Street, Springfield, MA 01103 - Telephone 413-732-5122

AUTHORIZATION FOR PAYROLL DEDUCTION OF AGENCY SERVICE FEE

BY: _____
(Name of Employee Please Print)

TO: _____
(Name of Employer Please Print)

Effective _____, I hereby request and authorize you to deduct from my earnings
(Date)
each _____ the amount of \$ _____. This amount shall be paid to
(Payroll Period)

the treasure of AFSCME Local Union No. _____ and represents payment of my
Agency Service Fee. 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 Agency Service
Fee structure.

UNION COPY

Date _____ Signature _____
Street _____ Home Tel # () _____
City _____ State _____ Zip _____
Dept./Div/Facility _____
Job Location _____
Job Title _____
Social Security # _____ Job Code # _____
Unit # _____ Employer Payroll # _____
R-101

B) The meetings and voting are open to all employees in each respective bargaining unit regardless of their membership in AFSCME. All employees eligible to vote, regardless of employee organization membership.

An up to date payroll list will be at the voting site. This voting list will include the names of employees in the bargaining unity.

In the event an employee's name is not on the eligible list, the employee will vote a challenged ballot. Challenged ballots will be sealed in envelopes and counted upon certification of eligibility of each voter.

The ratification procedure is in accordance with state law and required timetables to insure that retroactive wages can be paid as soon as possible.

The proposed collective bargaining agreement, when ratified will require payment of an agency service fee as a condition of employment for bargaining unit members who are not AFSCME members. The agency fee applies only to non-members, and insures that all employees receiving wages and benefits of the contract pay their fair share.

ARTICLE 6 NO DISCRIMINATION AND COERCION:

6.01 There shall be no discrimination by the Municipal Employer, its representative or agents, against any employee because of his/her lawful activity or membership in the Union.

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

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

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

6.05 The Union acknowledges and accepts the City's Sexual Harassment Policy and the first paragraph of the Equal Employment Opportunity policy.

ARTICLE 7 CIVIL SERVICE:

7.01 The Employer and the Union shall recognize and adhere to all Civil Service and State labor laws, rules and regulations, relative to seniority, promotions, transfers, discharges, removals and suspensions.

7.02 The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

7.03 In the event of the abolishment or modification of Civil Service Law and Rules wherein employee coverage is lessened or changed during the life of this Agreement, this contract shall be reopened upon notification to the City by the Union to permit negotiations of such pertinent matters into the scope of this Agreement.

7.04 When a position covered by this Agreement becomes vacant, such vacancy shall, if the Employer decides to fill the position, be posted on bulletin boards where employees report to work, listing the pay, duties, shift, days off, department or division, qualifications and last date for application, for a period of (7) days.

ARTICLE 8 GRIEVANCE PROCEDURE:

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

8.02 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.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing to the Department Head within eight (8) calendar days from the date of the presentation at the Step 1 level.

Step 3. If the grievance is not settled within ten (10) calendar days from the date of written presentation at the Step 2 level, the grievance shall be submitted within ten (10) calendar days to the Human Resources and Labor Relations Department of the City.

Step 4. If the grievance is not settled within ten (10) calendar days from date of presentation at the Step 3 level, the Union may submit the grievance to arbitration. Such submission must be made within sixty (60) calendar days after the expiration of the ten (10) calendar days referred to herein.

Within the aforesaid sixty (60) calendar days period, written notice of said submission must be given to the Employer by delivery in hand, or by mail to the Human Resources and Labor Relations.

8.03 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 said American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

8.04 Written submissions of grievances at Step 2 shall not be in less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances. 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.

8.05 If at the end of twelve (12) calendar days next following either the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been presented as Step 1 of the procedure set forth herein, the grievance in process under such procedure shall also be deemed to have been

waived if the action required to process the said grievance with a Step or to present it to the next Step in the procedure shall not have been taken within the time specified therefor in Section 2 above.

8.06 Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

8.07 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 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.

8.08 Choice of Remedy: If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of a permanent Civil Service employee, the grievance may be appealed either to Step 3 (Labor Relations Department) of the grievance procedure or a procedure such as: Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 3 of Article 8, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 8. The aggrieved employee shall indicate in writing directly or through the Union which procedure is to be utilized – Step 3 of the Grievance Procedure or another appeal procedure and shall sign, or cause a statement to be signed, to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of this Article.

8.09 A grievance, by mutual agreement of the parties, can be initiated directly to Step 2 or Step 3 of the grievance procedure if the Employer's representative at Step 1 or Step 2 does not have the authority to satisfactorily resolve the grievance.

ARTICLE 9 SENIORITY:

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

9.02 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 vacancies, shift work, and choice of vacation periods. The promotion preferences and assignments to vacancies and choice of vacations 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 will have priority over employee holding a temporary position in the same classification. The final right of allotment of vacation period is reserved to the Employer in order to insure normal operations.

ARTICLE 10 VACANCIES FOR NON-CIVIL SERVICE EMPLOYEES:

10.01 A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge or the availability of new positions.

When a position covered by this Agreement becomes vacant, such vacancy shall, if the Employer decides to fill the position, be posted on the departmental bulletin board listing the pay, duties, shift, location, days off and qualifications for a period of seven (7) days. If the position is not to be filled, no posting shall be required.

Employees interested shall apply in writing within the seven (7) day period. Within five (5) days of expiration of the posting period the Employer shall award the position after consideration of the following factors:

- A) Length of service when being transferred within grade or to a higher grade.
- B) Overall performance and ability.

No employee shall be restricted from bidding on any position. If no applicant is qualified the Employer may fill the position from outside the bargaining unit.

10.02 Job Reduction, Lay – off and Recall:

In the case of a lay-off or reduction of work, the lay-off or reduction of employees within each job classification or position assignment shall be determined by the length of continuous service within the bargaining unit.

The employee with least seniority shall be laid off or demoted first. Reinstatement within each classification or position assignment shall be in reverse order of seniority, that is, the person with the highest seniority shall be rehired or reinstated first.

10.03 Probationary Period:

The first (6) months of continuous service by a newly hired employee shall constitute such employee's probationary period. At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the Employer, subject to State and/or Federal Law and/or existing contractual agreements.

A promoted employee who is serving a six (6) month probationary period may be demoted to the employee's previously assigned position at the sole discretion of the Employer.

An employee whose office or position is neither classified nor deemed to be classified under Civil Service law and rule and has completed the above six (6) months of continuous service in such position, shall not be discharged or disciplined except for just cause, and for specific reason or reasons given to him in writing.

ARTICLE 11 WAGES:

11.01 Rates of Pay: There is hereby incorporated and made a part hereof by reference, an Appendix marked "A" (Scheduled 03) which contains a schedule of salaries of the members of the bargaining unit during the term of this Agreement.

(A) Effective July 1, 2016 increase wage schedule two (2%) percent.

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

11.02 Shift Differential:

Effective July 1, 2001 All employees working on the second shift shall be paid ninety-four (\$.94) cents per hour in addition to their regular rate. All employees working on the third shift shall be paid one (\$1.00) dollar per hour in addition to their regular rate.

11.03 Weekend Differential:

Effective July 1, 2001 Employees who are scheduled to work at a straight time hourly rate on Saturday or Sunday shall be paid the weekend premium of one (\$1.00) dollar per hour.

11.04 Reporting Pay:

An employee who reports for work at his regular starting time and who has not been given at least twelve (12) hours previous notice not to report, shall receive a minimum of four (4) hours straight-time pay. If held at work over four (4) hours, employees will be paid for actual time worked.

11.05 Mileage

It is agreed and understood that the City-Employer agrees to pay an allowance of twenty-two and one-half (22.5) cents per mile to an employee who has been specifically requested to use his own personal vehicle on City business. Effective **September 1, 2005** the City-Employer agrees to pay an allowance of thirty cents (.30) cents per mile to an employee who has been

specifically requested to use his own personal vehicle on city business. The use of such personal vehicle must be authorized by the Department Head in advance of the actual use and all claims for reimbursement will be submitted on a form approved by the City Auditor. Effective upon ratification of this agreement by the City Council the City-Employer agrees to pay the mileage reimbursement rate as determined by the City Comptroller

11.06 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 of employees in the bargaining unit.

11.07 Landfill Differential:

Employees assigned to the landfill will receive an additional stipend of fifty cents (\$.50) per hour while so assigned.

11.08 Change in Classification:

- A. When an employee is appointed, promoted or transferred to a new class with a higher salary range, he shall enter the new class at the step in the salary range assigned to the new class which next exceeds his salary in his old class by at least 5%. If such an employee returns to a position in his old class, he shall re-enter at that step in the salary range assigned to his old class which he would have attained, including step raises, had his service 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 re-enter at the step in the salary range assigned to his old class which he would have attained, including step raises, had his service in the old class remained uninterrupted, and shall regain his old anniversary date.
- C. When an employee is appointed, demoted, transferred to a new class which is in a lower salary range he shall enter the class at the highest step and rate in the new range to which his years of service in the same or in a higher grade would entitle him and which does not exceed his current salary or the maximum rate of the new range.

11.09 Change in Salary Range:

If the salary range assigned to a class is raised, incumbents of all positions in that class shall be placed at the step in the new range which has the same number as the step which they occupied in the old range.

11.10 Collective Bargaining Contracts:

Whenever a collective bargaining contract in full force and effect between the municipal employer and an employee organization in accordance with Chapter 150 E, Massachusetts General Laws, establishes a salary or wages for a class which is different from the salary or wage listed for that class in Schedule A03", the contract rate shall apply to all persons, but only persons employed in that class in the bargaining unit covered by such contract.

11.11 Licenses:

The City of Springfield will compensate members of the bargaining unit twenty five cents (\$.25) per hour to employees who maintain the following licenses and are subject to the pertinent Departmental Policies and Procedures: CDL, Construction Supervisor License. The Park Department will adopt the policies and procedures enacted by the DPW for the CDL license. A valid copy of each of the above specified license will be provided to each respective Department Head annually and held on file.

11.12 Boot Allowance:

Each fiscal year each member of the bargaining unit will receive a hundred (\$100) dollars boot allowance.

11.13 Effective on December 31, 2014, employees in the position of Traffic Signal Technician who hold IMSA certification on December 31 of a given year will receive a stipend of \$150 in the month of January. The parties to this agreement will meet on four occasions to discuss the compensation and job description for the Traffic Signal Technician classification.

ARTICLE 12 HOURS OF WORK AND OVERTIME:

12.01 The regular work week for full time employees except those who may be on a seven day schedule shall be forty (40) hours. The regular work day for employees whose regular work week is forty (40) hours will be eight (8) hours. The work week shall consist of five (5) days, Monday through Friday inclusive, except for employees in continuous operations or on rotating shifts, and except for employees in departmental schedules which differ from the standard Monday through Friday type schedule. A continuous operation is one in which there is regularly scheduled employment for twenty-four (24) hours a day. The regular work week for

employees engaged in continuous operations, on rotating shifts or department schedules which differ from the standard Monday through Friday type schedule, shall consist of five (5) regular work days. However, the Employer shall have the limited right to schedule a seven (7) day work week for the second and third shifts and also to schedule or assign overtime as part of an employee's work assignment. For purposes of determination of shift differential the second shift hours of employment shall be from 4:00 p.m. to 12 midnight and the third shift hours of employment shall be from 12 midnight to 8:00 a.m. In order for an employee to qualify for the shift differential, an employee must actually work a minimum of two (2) hours into the above established 4:00 p.m. to midnight second shift, or the above established 12 midnight to 8:00 a.m. third shift.

The hours of work for Recreation Supervisors and the Supervisor of Custodians shall be seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37.5) hours per week, exclusive of lunch periods. The starting time and the finishing time continue as presently in effect.

12.02 All scheduled or assigned overtime service in excess of the regular work week or the regular work day shall be compensated on a time and one-half (1 1/2) basis, 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.

12.03 Overtime work shall be distributed as equitably as possible except in emergency situations when it is impractical to do so. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work offered and refused shall be considered as overtime actually worked. The Union shall have the right to check current overtime records upon two (2) hours notice.

12.04 (A) If an employee who 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 Section 2 of the Article, and in no event shall he receive pay for less than the equivalent of four (4) hours on a time and one-half (1 ½) basis. In the event the employees 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 3 of this Article and in this event there shall be no four (4) hour minimum guarantee.

(B) If an employee is scheduled or assigned to work on a holiday, he shall receive, in addition to his regular weekly compensation, time and one-half (1 ½) pay for each hour work worked on such holiday, and in no event shall he receive less than four (4) hours pay on a time and one-half (1 ½) basis.

(C) If an employee (other than an employee employed on a rotating shift or on a continuous operation or employees whose work schedules differs from the normal Monday-through-Friday schedule) whose regular work week does not include Sunday, is scheduled or

assigned to work on a Sunday, he shall receive, in addition to his regular weekly compensation, time and one-half (1 ½) pay for each hour worked on such Sunday, and in no event shall he receive less than four (4) hours pay on a time and one-half (1 ½) basis.

(D) Any employee who works on a job that consists of seven day, twenty-four (24) hour continuous work week, who works a six (6) day week with a holiday involved, shall receive time and one-half (1 ½) for the sixth day.

12.05 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. The Employer agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the proposed change. The union agrees that its consent to a change will not be unreasonably withheld. In the event of failure to agree on this proposed change, the Employer shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

12.06 Time lost due to sick leave as herein defined, authorized vacations days, and holidays as herein defined, and not worked, except when such days fall on a Saturday or on the employee's regular day off, shall be counted as days worked solely for the purpose of computing overtime in the work week in which it occurs.

12.07 Pursuant and with reference to step-raises, promotions and overtime, no employee shall be unjustly penalized as to the result of legitimate use of accrued sick leave.

ARTICLE 13 REST PERIODS AND COFFEE BREAKS:

13.01 All employee's work schedules shall provide for a fifteen (15) minute rest period or coffee break during each one-half (½) shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible as determined by the Department Head or the employee's immediate supervisor.

13.02 Employees who for any reason work beyond their regular quitting time into the next shift, shall be granted-the regular rest periods or coffee break that occur during the shift.

13.03 Lunch-room facilities shall be made available at City Hall.

ARTICLE 14 MEAL PERIODS:

14.01 Employees assigned to a forty (40) hour schedule, shall be allowed a half (½) hour off for a meal period. Employees assigned to a thirty seven and one-half (37 ½) hour schedule shall be allowed one (1) hour off for a meal period. Whenever possible the meal period shall be scheduled at the middle of the shift.

14.02 Emergency Meal Allowance:

(A) A meal allowance of six dollars (\$6.00) shall be paid to employees working continuously two (2) hours from the end of the employee's regularly scheduled working day and for every four (4) hours thereafter.

(B) If the work is not continuous from the end of the regularly scheduled working day as in (A) above, a meal allowance of six (\$6.00) shall be paid for each four (4) hours of continued emergency employment.

(C) The above schedule of meal allowance shall not apply to employees who are pre-scheduled to work on Saturdays, Sundays or Holidays.

(D) Effective July 1, 2001, If an employee is prescheduled to work overtime (excluding 14.02 C...Saturdays, Sundays and Holidays) and the employee works more than ten (10) hours (eight hours at straight time and two overtime hours), the employee then shall receive a meal allowance and then every four (4) hours thereafter.

ARTICLE 15 CLEAN UP TIME:

15.01 Employees shall be granted a reasonable personal clean-up period, not to exceed fifteen (15) minutes, prior to the end of each work shift, where clean-up facilities are available to the job site, and in a manner so as not to interfere with normal operations.

ARTICLE 16 POSITION IN HIGHER CLASSIFICATION:

16.01 An employee, temporarily promoted in accordance with Civil Service Law and Rules, to a position in a higher classification or assignment within that class, will receive the rate of pay at the higher classification while serving in such position.

ARTICLE 17 PAID HOLIDAYS:

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

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

17.02 Holidays occurring on 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.

When a holiday falls on a Saturday or Sunday, the employee shall be compensated for the actual Holiday or the Celebrated Holiday at time and one half (1 ½) for all hours worked but not both days. As stated in Article 12.02 there shall be no pyramiding or duplication of overtime or premium hours anywhere in this Agreement.

17.03 Any employee required to work on a holiday will be paid at the rate of time and one-half (1 ½) for the hours worked plus a day's pay for the holiday. No compensating time off for work performed on a holiday shall be authorized.

17.04 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.

17.05 When a holiday occurs during an employee's regular scheduled vacation, he shall be granted an additional day's vacation, as determined by the employee's Department Head.

17.06 In order to receive pay for any of the holidays enumerated above, an employee must actually work on 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 submitted to the Department Head.

17.07 In the event the Employer declares a holiday other than those listed in 17.01, an employee not required to work shall receive a regular day's pay. Employees required to work that day shall be granted a corresponding amount of time off with pay to be taken within 45 days with prior notification and approval of the Department Head.

ARTICLE 18 VACATION POLICY:

18.01 All employees regularly employed shall be granted an annual vacation of not less than (2) weeks without loss of pay, provided however, that all employees 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 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.

Employees with vacation entitlement of four or five weeks will be entitled to take the fourth or fifth weeks (ten days) as single vacation days, provided at least twenty-four (24) hours has been given by the employee and subject to the approval of the Department Head or designee.

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 of June in such year.

18.02 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 18, Section 18.01 on June 1st, shall be granted paid vacation leave as follows for each aggregate week he/she 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 working day.
- 3) Employees with service of ten (10) years or more, two-thirds of a working day.
- 4) Employees with service of twenty (20) years or more, three-fourths 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. Partial vacations are not to be considered earned or granted until June 1st of a given year.

18.03 Whenever the employment of any person subject to 18.01 is terminated during a year by dismissal through no fault or delinquency on his part or by resignation, retirement or death, without his having been granted the vacation to which he is entitled under Section 18.01, he, or in the case of his death, his beneficiary, shall be paid the regular rate of compensation payable to him at the termination of his employment, an amount in lieu of such vacation; provided, that no monetary or other allowance has already been made therefor.

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 is no such designated beneficiary, the estate of the deceased.

18.04 Immediately prior to departure on vacation leave, an employee will be permitted to be advanced vacation pay allowance up to his maximum vacation leave entitlement under this Article, provided that when the employee is departing on a leave period which is less than his full vacation leave entitlement, the advancement shall not exceed the vacation pay allowance for such vacation leave period.

18.05 If so requested by an employee, vacation pay may be substituted 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.

18.06 Vacation 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 19 SICK LEAVE:

19.01 Definitions: For the purpose of this division, 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 disabling sickness or injury or confinement due to 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 will be paid for by the City as time actually worked.

19.02 Granting Generally: Each Department Head shall grant sick-leave to his employees of the City as hereinafter provided.

19.03 Six (6) Months of Employment Required:

During the first six, (6) months of employment, leave shall not be granted, during such period sick-leave credit of one and one-fourth (1 ¼) sick leave days with pay per each completed month of service shall be credited to the employee's account and become available for use at the commencement of his/her seventh (7) month of employment. Employees hired after July 1, 2014 shall accrue sick leave at the rate of one (1) day per month of completed service.

19.04 Accrued Monthly Credit Generally:

An employee in the service of the City shall be allowed a credit of one and one-fourth (1 ¼) sick leave days with pay per each completed month of service performed in compliance with Section 19.06. An employee shall be entitled to sick leave payment starting with the seventh (7th) month of completed service in accord with the provisions of Section 19.03 set forth above. Employees hired after July 1, 2014 shall accrue sick leave at the rate of one (1) day per month of completed service.

19.05 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.

Sick Leave Extension:

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 authorized such additional sick leave payments. Such sick leave extensions shall not be subject to the grievance arbitration procedure.

19.06 An employee in the service of the City shall accrue a credit of one and one-fourth (1 ¼) sick leave days per each completed month of service (Employees hired after July 1, 2014 shall accrue sick leave at the rate of one day per month of completed 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, due to illness and/or any unauthorized absence whether with or without pay, such employee shall not accrue such credit nor be entitled to said one and one-fourth (1 ¼) sick leave days for that month in which said absences occur.

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.

19.07 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 dollars (\$30.00) 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 the municipal service. Such payment will be made in one lump sum, provided further that in the event of death, such sum as would otherwise have been payable to the employee shall be paid to that person whom such employee has designated as his beneficiary, on his municipal life insurance policy, and, if none, then to his estate.

19.08 Eligibility and Procedure Generally For Obtaining Leave:

In order to be eligible to receive sick leave payments under this Article, 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.

In the event that an employee has more than four (4) occasions of sick leave usage in a fiscal year or where an employee is absent three (3) or more consecutive work days or has suffered an injury which a return to work might unnecessarily exacerbate, the Director may require the employee to produce a statement from a physician before authorizing sick leave or permitting the employee to return to work. This physician's certificate must be furnished to the

Department Head on the date of the employee's return to work or not later than the seventh (7th) consecutive work day of absence and each seventh (7th) calendar day thereafter of protracted illness. If such certificate is not furnished by the employee, sick leave shall not be paid for the period of absence.

A physician's certificate as required in 19.08 must contain at a minimum the following information:

- Employee's name, Dates of Care, Work Restrictions (if any),
- If the absence will be longer than three (3) days, the certificate must contain a prognosis for the length of illness,
- A signature by a physician, nurse practitioner, or Physician's Assistant, not a nurse.

19.09 Termination of Leave Payments and Credits:

Suspension and Reinstatement: Transfer 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 reasons other than fault of his own and subsequently reinstated or re-employed, within two (2) years 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.

19.10 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 representative and the Personnel Director or his representative.

Sick Leave payments under this division shall be designated on the payrolls as sick leave payments in the 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 hourly computation to facilitate the implementation of the provisions set forth in Section 19.01 of this Article.

The payment of sick leave shall be reported to the personnel department at such time 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.

19.11 Employees Not Affected:

The provisions of this division shall not apply to laborers, workmen or mechanics when by reason of an accident or injury arising out of their employment, they are entitled to receive workmen's compensation in accordance with General Laws, Chapter 152, except as permitted by Section 69.

19.12 Physical Examinations:

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

19.13 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 20 PERSONAL LEAVE:

20.01 An employee shall have the limited option to use up to three (3) days annually of the unused sick leave accumulated pursuant to paragraph 19.06 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.

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

ARTICLE 21 INCENTIVE LEAVE:

21.01 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.

21.02 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.

21.03 Such earned incentive day shall be taken within the next succeeding incentive period. There shall be no accumulation of an earned incentive day to any succeeding incentive period. The manner in which the day earned will be taken, will be in accord with the provisions of Article 18, Vacation Policy, as set forth in this contract.

In no event will days earned hereunder be convertible into monetary buyback.

In the event of an emergency wherein the request for an 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.

21.04 For purposes hereunder, the following are to be categorized as **disqualifying absences**:

1. Absence due to sick leave beyond one day or one occurrence in 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.

21.05 For the purposes hereunder, the following are to be categorized as **qualifying absences**:

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

Incentive days earned will be posted.

ARTICLE 22 WORKER'S COMPENSATION:

22.01 Any employee when disabled by an accident or an injury arising out of his/her employment, is entitled to file for benefits under Worker's Compensation. Any injury must be immediately reported to the supervisor.

The report of injury shall be completed in triplicate and one copy shall be retained in the employee's personal file and one copy forwarded to the Workmen's Compensation Agent for the City of Springfield as soon as practicable.

ARTICLE 23 INDUSTRIAL ACCIDENT HEARINGS:

23.01 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 claim.

ARTICLE 24 BEREAVEMENT LEAVE:

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

A) 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.

For the purpose of this Article, leave designated in Article 24.01, an additional two (2) days shall be granted with pay on the death of an employee's spouse who was actually living in the household at the time of death or at the commencement of the final illness or accident, or the death of a son or daughter of the employee. The time off under this provision is not to exceed five (5) regularly scheduled consecutive working days.

B) For the purpose 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.

C) In the instance of the death of a brother-in-law or sister-in-law of an employee, the day of the funeral will be offered to the employee as a bereavement day with pay. The in-law referred to in the preceding sentence shall be; employee's sister's husband, employee's brother's wife, spouse's sister's husband and spouse's brother's wife.

D) In the instance of the death of a son-in-law or daughter-in-law of an employee, the day of the funeral will be offered to the employee as a bereavement day with pay.

ARTICLE 25 CIVIL SERVICE EXAMINATIONS:

25.01 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.

ARTICLE 26 CONVENTION LEAVE:

26.01 After he gives a two week written prior notice to his Department Head, of his intention to attend any of the following conventions, an employee member of the Union shall be allowed to attend the same as a delegate without loss of pay subject to the following limitations:

No more than three (3) employees from Local AFSCME 3065 shall be allowed to attend for not more than the number of days hereinafter specified:

- | | |
|--|--------|
| 1) Massachusetts State Labor Council | 4 Days |
| 2) American Federation of State, County
and Municipal Employees International | 5 Days |
| 3) Massachusetts State Council #93 | 3 Days |

ARTICLE 27 MILITARY LEAVE – JURY DUTY:

27.01 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, 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.

27.02 Jury Duty:

A. Employees shall be granted a leave of absence with pay when they are required to report for jury duty service. An employee must notify his immediate supervisors no later than his first scheduled shift following receipt of a notice of selection for jury duty or examination, and must provide proof of the necessity of such service to his Department.

B. Employees are required to work all available reasonable hours outside of those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.

C. Notwithstanding the above, an employee on jury duty shall receive his regular pay less the allowance paid to jurors.

ARTICLE 28 LEAVES OF ABSENCE WITHOUT PAY
"MATERNITY LEAVE"

28.01 Subject to the approval of the Director of Civil Service, an employee expecting to become a mother and wishing to continue in the service of the City, must request a leave to become effective at least three (3) months prior to the birth of the child and to terminate twelve (12) weeks after the birth of the child. A doctor's certificate stating that the employee is under his care and indicating the expected date of the baby's birth must also be filed. The Department Head is authorized to waive or modify this rule when in his opinion conditions warrant such waiver or modification.

ARTICLE 29 OTHER LEAVES WITHOUT PAY

29.01 Leaves of absence without pay apply only to permanent employees.

29.02 The following leaves of absence may be granted without the prior approval of the Director of Civil Service:

- A. The Employer may grant a leave for a period not to exceed three (3) months in any period of twelve (12) consecutive months to an employee who has completed his probationary period. Such leave on account of illness must be certified by a registered physician.

- B. A leave of absence on account of military service.

29.03 The following leaves 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:

- 1. A leave of absence beyond three (3) months or extension of leave of absence.

- 2. A leave of absence for the purpose of attending school or college for further education under the G.I. Bill of Rights, or for the purpose of employment as a rehabilitation trainee.

ARTICLE 30 REINSTATEMENT:

30.01 An employee who, upon completion of military or other formally authorized leave of absence, or who within two years after separation from the municipal service through resignation, or termination not caused by his own fault or deficiency, is permanently reinstated in a position in the same class as the position in which he was permanently employed immediately prior to his separation, he shall be appointed within the wage and salary range specifically assigned to such class in Schedule **03 3065 D** or supporting schedules, at that step

which equals or, if none equals, next exceeds the rate he received in his permanent position at the time of such leave or separation. The re-employment of all other employees shall be governed by Article 11.10 Entrance Pay.

ARTICLE 31 PROTECTIVE CLOTHING

31.01 If any 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 cost of maintaining the protective clothing in proper condition shall be paid by the Employer. Traffic Signal repairmen will be issued a pair of high voltage electrical gloves. The intention of this clause is to state a present condition of employment currently practiced.

31.02 In addition to any protective clothing and/or uniforms presently supplied by the City, the City agrees to continue the present uniform rental service.

31.03 In consideration of the Employer providing uniforms to employees, it is acknowledged that an employee who is designated to receive, and has been provided a uniform, will be required to wear their uniform. It is recognized that under certain circumstances an employee may be unable to wear their uniform, in that event, if the employee is requested, such employee will furnish to his superior valid reason(s) as to that situation for not wearing the uniform.

31.04 The Park Superintendent will work with AFSCME Local #3065 to develop a standard uniform policy for Park Department employees.

ARTICLE 32 SAFETY COMMITTEE CODE:

32.01 A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said committee shall appoint its own Chairman and meet regularly to review safety practices. It may draw up safety recommendations which, when approved by the Mayor, both parties to this Agreement agree to enforce.

32.02 First Aid facilities to be made available to City Hall Employees.

ARTICLE 33 LABOR-MANAGEMENT MEETINGS:

33.01 The Union shall designate a standing committee of three (3) employees whose rates and conditions of employment are covered by this Agreement, which committee shall meet with the Mayor, or his designated representative, from time to time at the request of either party. Such meetings shall be held at the convenience of both parties, if possible within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the grievance procedure hereinbefore described.

ARTICLE 34 EXTREMES OF WEATHER:

34.01 Excluding work of an emergency nature, no work shall be performed in severe rain, snow, or other weather conditions of such degree that work cannot be reasonably 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.

34.02 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 weather. 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 is not sick.

34.03 When work of an emergency nature is required during extremes of weather, it shall be assigned to an employee in an equitable and fair manner.

ARTICLE 35 GROUP INSURANCE PLAN:

35.01 Effective July 1, 1985, the Employer agrees not to pay less than Sixty (60%) percent of the premium in effect from time to time of the Springfield Municipal Employee's Plan of Accident and Health Insurance or of any successor accident and health plan.

35.02 The City agrees to allow access to bargaining unit members to whatever disability plan(s) the City, in its sole discretion, make available from time to time.

35.03 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.

35.04 If State Law changes during the term of the contract, the City will not be bound by the contract.

ARTICLE 36 CLASSIFICATION AND PAY RATES:

36.01 This agreement is supplemented by the Springfield Municipal Pay Plan which is included in it the classifications and titles of all positions of employees included in the bargaining units. See Wage Schedule "03" attached.

ARTICLE 37 MISCELLANEOUS PROVISIONS:

37.01 Bulletin Boards: Announcements shall be posted in conspicuous places preferably where employees enter or 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 material on such bulletin boards.

37.02 Should any provision of this Agreement be found to be in violation of any Federal or State Law, ordinance or 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.

37.03 Access to Premises:

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Local 3065 to enter the premises at reasonable times upon proper notification for individual or joint discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employees.

37.04 Family Medical Leave:

Members who are qualified are entitled to the Family and Medical Leave Act of 1993 benefits. Said benefit is not subject to the grievance procedure set forth herein.

37.05 Residency Clause:

To the extent permitted by law, it is understood the first priority shall be given to persons domiciled within the City of Springfield in the original hiring for positions covered by this Agreement. The parties agree that all employees hired by the City after July 1, 2014 are subject to the City ordinances regarding residency as revised and amended.

37.07 Personal Indemnification:

During the life of this Agreement, the City in accord with the provisions of law, will indemnify unit members to the extent permitted by law.

37.08 Injured Employees:

An employee suffering an injury arising out of and in the course of his employment and who is required to leave the job site will be paid to end of the shift. Eyeglasses, hearing aids, and other prosthetic devices shall be replaced when damaged or destroyed by reason of an industrial accident in accord with the provisions of Chapter 152.

37.09 Vehicles:

At the sole discretion of the Department Head, the Department Head may allow a unit member to take a Department vehicle home strictly for the purpose of emergency response during the employee's off hours. When the City vehicle is taken home by the employee, the

employee must carry a beeper with him/her at all times for emergency calls and must return the call within fifteen (15) minutes. The Department Head may revoke the privilege at his/her discretion. This section is subject to the grievance procedure.

37.10 Identification Cards

If employees are issued identification cards and/or name tags they will be required to wear same while at work. Employees will be issued their first card and first replacement card at no cost. If a second or subsequent replacement card needs to be issued to an employee within a calendar year, the employee will pay a \$10 fee for each card.

37.11 Reduction in Force

The employer agrees that for one year (1) FY2006 of this contract, there shall be no reduction in force, contracting out, except for Towing and Storage and Street Sweeping. Sixty (60) day notice on Reduction in Force after Fiscal Year 2006.

37.12 Evaluations

Employees shall be given a copy of their evaluation form at the time they are required to sign it.

37.13 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 employees pay earned during the pay period.

37.14 Payroll Advices

The employer may elect to provide payroll advices to employees, on a voluntary basis, through email. 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 to arrange for the transmission of this information.

37.15 Uniforms

Employees who are not required to wear uniforms shall wear neat, clean work attire. Employees are expected to dress in a manner that is normally acceptable in similar environments. Employees should not wear suggestive attire, athletic clothing, shorts,

sandals, T-Shirts (unless issued as a City uniform shirt) novelty buttons, and similar items of casual attire that do not present a workman like appearance.

- a. Hair should be clean, combed and neatly trimmed or arranged.

Shaggy, unkempt hair is not permissible regardless of length.

- b. Sideburns, moustaches, and beards should be neatly trimmed.

- c. Tattoos above the neckline, and body piercings (other than earrings) should not be visible. Tattoos below the neckline that are offensive, as solely determined by the employee's Department Head, must be covered and not visible while working. In the event that an employee has a tattoo above the neckline which is not offensive, as of the date of this contract ratification, it will be deemed 'grandfathered'. No new tattoos above the neckline will be allowed.

37. 16 New Technology

Section 1. 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.

Section 2. The parties acknowledge that disciplinary action based upon GPS equipment findings or reports must comport with MGL Ch. 31 and disciplinary language 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 this Agreement.

Section 3: The Employer shall provide the Union with GPS reports for any grievance.

Section 4: The parties agree that the tampering with or disabling of any GPS system is subject to discipline up to and including termination.

Section 5: It is understood that excessive monitoring of employees is neither a primary purpose nor an intended result of utilization of GPS equipment.

The City will withdraw its appeal in case no. MUP-12-2466 and the parties agree that the City has fully complied with the decision in DLR case no. MUP 12-2466.

ARTICLE 38 NO STRIKE:

38.01 Both the employer and Union recognize and acknowledge that it is unlawful for any employee to engage in, induce or encourage any strike, work-stoppage, slow-down or withholding of services by employees.

38.02 No Employee covered by this agreement shall engage in, induce or encourage any strike, work-stoppage, slow-down or withholding of services by employees.

38.03 The Union agrees that neither it or any of its officers or agents will directly or indirectly call, institute, authorized, participate in, finance, sanction or ratify any such strike, work-stoppage, slow-down or withholding 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, slow-down 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 return to work forthwith.

38.04 In consideration of the performance by the Union of its obligations under Section 38.03 of this Article, there shall be no liability on the part of the Union nor of its officers or agents, for any damages resulting from the unauthorized breach of the agreements contained in this article by individual members of the Union.

38.05 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.

38.06 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 provision of law.

ARTICLE 39 STABILITY OF AGREEMENT:

39.01 No agreement, understanding, alteration or violation of the terms or provisions of the Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

39.02 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 right of the Employer or of the Union to future performance of

any such term or condition and the obligations of the Union and the members to such future performance shall continue in full force and effect.

ARTICLE 40 IN-SERVICE TRAINING:

40.01 Discussions shall be held relative to establishing an In-Service Training Program at the request of either party.

ARTICLE 41 PERSONNEL POLICY REVIEW:

41.01 The compensation assigned to a class or position covered in this Agreement may be changed during the life of this Agreement only if:

- A) Following the joint request of both the Mayor and the Union, the Personnel Policy Board reviews the salary and thereafter submits to the Mayor and the Union a report relating to such review, and;
- B) Following the receipt of such report, the Mayor and the Union agree in writing to amend the Agreement so as to incorporate the salary change if any, agreed upon by both parties, and;
- C) Schedule of the municipal pay plan is amended by the City Council, following a formal report from the Personnel Policy Board, as required by ordinance, implementing the agreement between the Mayor and the Union.

ARTICLE 42 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.

- i. An employee may be disciplined for performance or conduct issues including, but not limited to: incompetence, inefficiency, 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, up to and including, the termination of employment. It is by no means exhaustive.

ARTICLE 43 DURATION:

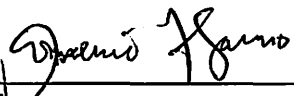
42.01 This Agreement shall become effective on the first day of July 1, 2016 and shall remain in full force and effect to and including June 30, 2017 and shall continue in full force and effect from year to year thereafter during contract negotiations for a successor agreement, as well as the period of any contested representation concerning the certified bargaining agent who is a party hereto. In the event a different bargaining agent is certified following contested representation election, this contract will terminate upon such change in certification.

If a party desires to amend this Agreement, they must do so in writing not less than thirty (30) days prior to any termination date or anniversary thereof. Such as request should be accompanied by a statement of the Amendments desired in contractual form. In such event, the parties will confer as soon as practicable before the expiration of this Agreement or any subsequent anniversary date thereof.

IN WITNESS WHEREOF, the City of Springfield has caused these present to be signed in its name and behalf by Domenic J. Sarno, and the American Federation of State, County and Municipal Employees Council 93, Local #3065 caused these presents to be signed in its name and behalf by its officers duly authorized this _____ day of _____ 2017.

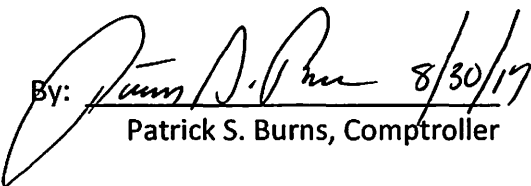
CITY OF SPRINGFIELD


**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, STATE COUNCIL #93,
Local 3065**

By: 
Domenic J. Sarno, Mayor


By: 
Martha Mott,
Staff Representative

Certified As to Appropriation By: 

By: 
Patrick S. Burns, Comptroller

By: 
President
Local #3065

IN PROPER FORM
AND PROPERLY EXECUTED:

By: 
Associate City Solicitor

Reviewed by:

By: 
T.J. Plante, Chief Administrative
and Financial Officer

APPENDIX A

Schedule 03

AFSCME 3065

Hourly Wage / Weekly Salary

AFSCME Local 3065 Pay Plan			
Effective July 1, 2016: 2%			
Job Code	Title	Range	FY17 Hourly Rt
X	Working Foreman Zoo	12.0	20.4612
4326	Working Foreman MER	12.0	20.4612
4325	Working Foreman Gardener	12.0	20.4612
4105	Working Foreman Tree Surgeon	12.0	20.4612
3615	Traffic Signal Technician	12.0	20.4612
4315	Working Maintenance Foreman	12.0	20.4612
4608	Recreation Supervisor, District	15.0	23.3014
1717	Stores Control Supervisor	15.1	23.4378
X	Park Naturalist	15.1	23.4378
1716	Greens Superintendent, Asst.	15.1	23.4378
X	Recreation Supervisor (37.5)	15.2	25.0002
4328	Sts. & Engineering Foreman	17.0	25.8383
4317	Traffic Engineering Foreman	17.0	25.8383
4324	Garage Foreman	17.0	25.8383
4320	Park Foreman	17.0	25.8383
4319	Landfill Foreman	17.0	25.8383
4331	Lead Arborist	17.0	25.8383
1728	Warehouse Foreman	17.0	25.8383
X	Supervisor of Custodians (37.5)	17.5	28.0928



5

Contract

20180093

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of CONTRACTS during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Vendor				
City Comptroller	WES	8/29/17	WES	8/30/17
Law		9-1-17		9-2-17
CAFO	YMM	9.5.17	YMM	9.8.17
Mayor	WES	9/8/17	WES	9/8/17
City Comptroller	WES	9/8/17	WES	9/8/17
Personnel				

Vendor No.: 54962 Contract No.: *20180093* Contract Date: 07/01/2016

Contract Amt.: \$0.00 Issue Date: 07/01/2016 Renewal Date:

Appropriation Code1: N/A
 Appropriation Code2:
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: UNION AGREEMENT

Bid No.: Requisition No.: PO No.:

Vendor Name: American, Federation, of State, County, and Municipal Employees Council #93, Local #3065

Contract Type: Union Agreement

Contract Purpose: Agreement between AFSCME and the City of Springfield

Originating Dept.: Labor Relations

Expiration Date: 06/30/2017 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension