

C#20190178

**AGREEMENT**

**CITY OF SPRINGFIELD, MASSACHUSETTS**

**AND**

**SPRINGFIELD PUBLIC HEALTH NURSES ASSOCIATION**

**EFFECTIVE DATE: JULY 1, 2017**

**TERMINATION DATE: JUNE 30, 2020**

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**AGREEMENT**  
**BETWEEN**  
**THE CITY OF SPRINGFIELD**  
**AND**  
**SPRINGFIELD PUBLIC HEALTH NURSES ASSOCIATION**

**ARTICLE 1 PREAMBLE**

**1.01** This Agreement entered into by the City of Springfield hereinafter referred to as the “Employer.” and the Springfield Public Health Nurses Association, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer, and the Union and such of its employees who fall within the provisions of Contract, the establishment of an equitable and peaceful procedure for the resolution of differences and an equitable employment relationship 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 as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for Community Health Nurses of the City of Springfield certified as the bargaining unit in accordance with the election conducted by the State Labor Relations Commission, MCR 4441, on March 7, 1996 and certified May 15, 1996.

**2.02** 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 that all collective bargaining agreements entered into by the City or School Department be subject to and incorporate the provisions of said Section 6. If Chapter 656 of the Acts of 1989 is repealed or modified by the legislature during the term of this agreement, the current section 2.02 will be repealed or modified in accordance with such action by the Legislature.

**ARTICLE 3 UNION REPRESENTATION**

**3.01** The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by the Agreement and shall act, represent and negotiate agreements and bargain collectively for representing the interests of such employees without discrimination and without regard to whether or not said employees are union members.

**3.02** Union representatives totaling no more than three (3) shall be permitted time off without loss of pay for negotiations, at such time as will cause the least interference with the regular work of the City.

One (1) Union steward or designee will be allowed to attend the staff meeting held each Monday with Division and Program Managers.

**3.03** For the purpose of investigating and processing of grievances, one union steward or designee will be allowed to meet with the grievant at the Health Department, fifteen (15) minutes prior to the end of the shift.

**3.04** The Employer agrees to provide the Union adequate space for a bulletin board. Any materials so posted shall not be inflammatory, or defamatory in nature and shall relate to affairs pertinent to the bargaining unit. No organizational material shall be posted once a petition for certification or decertification is filed with the State Labor Relations Commission.

#### **ARTICLE 4 UNION DUES**

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

Employees shall tender weekly membership dues by signing the authorization of dues with the terms of the form of authorization of checkoff of 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 forms 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 shall be the proper form authorizing the deduction of dues:

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**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 (payroll period) the amount of \$ \_\_\_\_\_. This amount shall be remitted to the Local Union 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 structure.

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

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Address)

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**4.02 Agency Service Fee:** In accordance with Chapter 1078 of the 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.

1. The Union certifies by execution of this contract that it has obtained an affirmative ratification vote of this Agreement, including an Agency Service Fee, after posting a public notice prior to said vote notifying all members of the bargaining unit, including non union members, that this Agreement contains an Agency Service Fee clause.

2. The Union states that the implementation of such fee shall be in accord with Article IX of the Rules and Regulations of the Labor Relations Commission as amended.

3. The Union further represents to the Employer that it is capable and does intend to conform to the requirements of Chapter 903 of the Acts of 1977.

4. 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.

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

**AUTHORIZATION FOR AGENCY FEE DEDUCTION**

**BY:** \_\_\_\_\_  
(Name of Employee)

**TO:** \_\_\_\_\_  
(Name of the City of Springfield Department)

**EFFECTIVE** \_\_\_\_\_ I, hereby authorize the City of Springfield to deduct from wages each week the current Agency Fee of Public Health Nurses and to transmit this amount to the Treasurer of the Springfield Public Health Nurses Association.

I understand that this authorization is voluntary and that I may revoke this authorization by giving notice to the City with a copy to the Union; it being further understood that such termination by me of said deduction may result in termination of my employment with the City of Springfield.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Address)

**4.03** Whenever the Employer hires a community health nurse or whenever a present community health nurse leaves the employ of the Department, the Employer shall provide the Union the name, classification, and date of hire or separation of said nurse.

**ARTICLE 5 NON-DISCRIMINATION**

**5.01** The Employer shall not discriminate against any person on the basis of race creed, color, sex, marital status, age, union membership or union activities and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Neither the Employer, its agents, or any supervisory personnel shall discriminate against or discharge any employee because he or she has filed or processed any grievance under this Agreement or instituted any proceeding under any State or Federal Statute relating to wages, hours, or conditions of employment.

The Union agrees to cooperate with and affirmatively encourage compliance with the Employer's Affirmative Action program.

**5.02** Unit members agree to adhere to the requirements of the residency ordinance as enacted by the City Council, and in effect upon the date of execution of this Agreement. Any hardship thereunder will be subject to the grievance clause contained herein.

**ARTICLE 6 GRIEVANCE PROCEDURE:**

**6.01** A grievance or dispute which may arise between the parties concerning the application or interpretation of this contract, unless specifically excluded by this Agreement, shall be processed in the following manner:

**6.02** **Step One:** The Chief Steward with or without the aggrieved employee shall present the grievance orally within five working days of the act giving rise to the grievance or knowledge of its occurrence to the employee's immediate supervisor outside of the bargaining unit who shall attempt to adjust the grievance informally.

**Step Two:** If the grievance is not settled at Step 1 it will be submitted in writing to the Department Head within five (5) working days from the date of presentation at the Step 1 level. 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 grievant, the representative of the union filing the grievance, and the supervisor. The grievance shall contain the date of presentation at Step 1, and the date of the act or knowledge upon which the grievance is based or the date upon which the grievant received knowledge of its occurrence. The Department Head and or his/her designee, shall reply in writing within five (5) working days of the date of presentation at the Step 2 level.

**Step Three:** If the grievance is not settled at Step 2, or if the Department Head does not reply, the grievance shall be submitted to the Labor Relations Department within ten (10)

working days of written presentation at the Step 2 level. The Labor Relations Department shall reply in writing within fifteen (15) working days of the date of presentation at the Step 3 level. Upon receipt of grievance by the Human Resources and Labor Relations Department said Department will acknowledge receipt by initialing and dating the grievance form and returning a photocopy to the Union.

**Step Four:** If the grievance is not resolved at Step 3 level within ten (10) working days from the date of presentation at Step 3 level, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within fifteen (15) working days from the date of the step three answer and if there is no step three answer, within 15 working days of the due date of the step three answer. 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 Department, identifying such submission as the initiation of the grievance at the fourth step.

**6.03** Unless agreed otherwise, all arbitration proceedings will be held at a mutually convenient location in Springfield, Massachusetts.

**6.04** The arbitrator shall be selected by mutual agreement of the parties hereto within 30 days. 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.

**6.05** 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.

**6.06** Failure to comply with the time limitations set forth in Article 6, Grievance Procedure, said grievance in process shall be deemed to have been waived.

**6.07** 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.

**6.08** 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 expressed 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 applicable review by an appropriate court of law, shall be final and binding upon the Employer, the Union and the aggrieved employee.

**6.09 Choice of Remedy:** If, as a result of the written Employer response at Step 3 the grievance remains unresolved, and if the grievance involves the suspension, dismissal, removal or termination of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 6 or the Union or employee must make an election in accordance with the provisions of the General Laws Chapter 150E subsection 8.

The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 of Article 6 or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making subsequent appeal through Step 4 of Article 6.

Any probationary employee will be unable to grieve any disciplinary procedure during his/her probationary period. The clauses herein agreed to are not intended to create a duplication of remedies nor do they intend to excuse the employee from any procedural safeguards to protect any remedies that such person may otherwise have. It is intended by the parties to create one method of appeal from a disciplinary action.

It is agreed that no disciplinary action shall be imposed against said employee except for good cause. Whenever it becomes necessary to discipline an individual employee, the Supervisor with said responsibility will do so in such a manner as to avoid embarrassment and public humiliation of the member involved.

A community health nurse who has continuous service of six (6) months with the City shall not be discharged or disciplined except for good cause. Nothing within this clause shall be construed to be in conflict with M.G.L.A. Chapter 31.

Nothing herein contained shall preclude extension of the time limitations provided in this Article by mutual agreement of the parties.

#### **ARTICLE 7 SENIORITY**

**7.01** Seniority shall be defined in accordance with the provisions of M.G.L.A., Chapter 31, section 33 as amended.

**7.02** In the case of more than one nurse having the same permanent date as stipulated above, the seniority order will be determined by the original date of hire with the department. Employees in order of their seniority shall have preference:

1. For the purposes of layoff and opportunity to work and recall to work layoffs in accordance with M.G.L.A. Chapter 31 (Civil Service).
2. In the selection of vacations.

### **ARTICLE 8 WORK WEEK**

**8.01 Work Week:** The regular work week shall be thirty-seven one-half (37 ½ ) hours and the regular work day shall be seven and one-half (7 ½ ) hours. The regular work week shall be defined as working days Monday through Friday.

**8.02 Hours of Work:** The hours of work for all Public Health Nurses shall be 8:00 AM to 4:15 PM with a forty-five (45) minute lunch period.

**8.03 Flexible Staffing:**

a) In order to meet the staffing needs of the Department, in accordance with the procedure contained herein, the Department will have the ability to alter the starting and ending time from the nurses hours of work specified in 8.02. This is in order to provide late afternoon and evening events. The flex shifts will end no later than 9:00 p.m. except by mutual agreement and there will be no split shifts.

b) Effective July 1, 2000, this authority to reschedule may be utilized up to twenty (20) occasions in total (20 shifts) during the course of the fiscal year and in no manner shall be construed to allow the altering of the regular work week, Monday through Friday.

c) All Nurses shall be subject to the flexible scheduling for up to 20 occasions per year.

d) Work Schedules involving flexible assignments will be distributed to unit members two weeks prior to the assignments.

**8.04 Emergency Flex time:** In order for the Department to meet the needs of the community and staff programs that arise with short notice, the Department may on up to three (3) occasions (of the above specified twenty (20) flex time assignments) provide a ninety six (96) hours notification of assignment.

## **ARTICLE 9 OVERTIME:**

**9.01** All scheduled or assigned overtime in excess of seven and one-half (7 ½ ) hours a day or thirty-seven and one-half hours per week shall be compensated at the time and one-half (1 ½ ) of the regular rate of pay. Nothing contained herein will prevent the Employer from granting compensatory time off in lieu of overtime payment.

**9.02** Compensatory time shall be used within the fiscal year in which it is earned and computed at time and one-half (1 ½ )

**9.03** Requests for compensatory time must be submitted to the Department Head or his/her designee at least seven (7) days prior to the requested date.

Requests for the compensatory time shall be answered in writing within seventy-two (72) hours of the date of submission by the Department Head or his/her designee. If an employee wishes to exercise his/her option under the terms of this Article and is unable to provide, the seven (7) day prior notification due to an emergency situation, the Department head, or his/her designee may grant such time; provided that the department head is informed of the nature of the emergency.

**9.04 Distribution of Overtime:** The Department reserves the right to assign sector nurses and TB/CD nurses, to overtime opportunities in their area. Should an assigned nurse be unable to attend, a nurse will be assigned by departmental seniority except when special skills such as language are required. Should a second nurse be needed at that event, the nurse will be assigned by departmental seniority except when special skills such as language are required.

Overtime work offered and refuse shall be considered as overtime worked for the purpose of equitable distribution only. The Union shall have the right to check overtime records upon reasonable notice. Should an emergency situation exist, the above assignment by seniority will not apply.

The use of Management personnel working Health Fairs in their traditional roles and events of a similar nature will not be considered a violation of the above paragraph.

**9.05** In instances where overtime assignments are determined by seniority (See 9.04 above), nursing assignments will be offered first to the nurse(s) with the greatest departmental seniority on an equitable rotating basis. In the event that a senior nurse(s) declines to accept the overtime, the overtime must be performed by the least senior nurse in reverse order of seniority on a rotating basis.

**Example:**

Occasion # 1 Nurses #1 through #7 do not accept an overtime assignment Nurse #8 will be required to work the overtime assignment.

Occasion # 2 No Nurses volunteer for the overtime assignment Nurse #7 will be required to work the overtime assignment.

**Article 9.06 Emergencies:** In an emergency, if the Public Health Commissioner or his/her designee, determines that the nursing staff cannot adequately address the health needs of the City, the Department reserves the right to utilize outside nursing agencies.

**ARTICLE 10 PAID HOLIDAYS:**

**10.01** The Following days shall be considered to be paid holidays:

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King's Birthday</b>	<b>Columbus Day</b>
<b>Washington's Birthday</b>	<b>Veterans Day</b>
<b>Patriot's Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Christmas Day</b>
<b>Independence Day</b>	

**10.02** 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.

**10.03** Any employee required to work on an actual 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 compensatory time off for work performed on an actual holiday shall be authorized except by mutual agreement.

**10.04** When a holiday occurs during an employee's regular scheduled vacation, she shall be granted an additional day's vacation, as determined by the employee's department head.

**10.05** 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.

**ARTICLE 11**  
**VACATION POLICY**

**11.01** It is the intent of the parties to formulate and establish a vacation policy in accordance with the existing City ordinance respecting same.

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 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; provided further, that employees who have a total period of twenty (20) years or more in the aggregate shall be granted an annual vacation of five (5) weeks without loss of pay. Such vacations will be granted by the Employer at such time as in its opinion will call 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 of June in such year.

**11.02** Whenever the employment of any person subject to 11.01 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 section 11.01, he/she, or in the case of his/her death, his beneficiary, shall be paid at 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 beneficiaries or beneficiaries, if any, lawfully designated by the employee under the retirement system of which she is a member, or if there is no such designated beneficiary, the estate of the deceased.

**11.03** 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. In the event of a conflict of vacation preferences, seniority shall prevail. All vacation requests shall be submitted to the Department Head or his/her designee by May 1<sup>st</sup> of each year. Any changes to the original approved vacation schedule must be submitted by the community health nurse at least seven (7) days prior to the date of the requested change. Requests for change shall be answered in writing within 72 hours of the date of submission by the Department Head or his/her designee. If an employee wishes to exercise his/her option under the terms of this Article and is unable to provide seven (7) day prior notification due to an emergency situation, the department head or his/her designee may grant such time; provided that the department head is informed of the nature of the emergency.

Unit members will not be granted week-long vacations during the month of October. Individual days off will be considered as long as they do not interfere with Departmental operations. For the month of October only, an employee who works compensatory time will at

the employee's option be granted either compensatory time or overtime wages on an individual basis. The denial of this time off will not be subject to the grievance procedure.

**11.04** 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.

**11.05** An employee who had been employed by the City of Springfield for six (6) months or more, but who does not qualify for a full vacation under Article 11, 11.01, on June 1<sup>st</sup>, shall be granted paid vacation leave as follows for each aggregate week he/she 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 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-fourth 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 1<sup>st</sup> of a given year.

## **ARTICLE 12 SICK LEAVE**

**12.01 Definitions:** For the purpose of this ARTICLE, the following words and phrases shall have the meanings respectively ascribed to them by this section.

**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.

**12.02 Granting Generally:** Each department head shall grant sick-leave to his/her employees of the City as hereinafter provided.

**12.03 Six (6) Months of Employment Required:**

During the first six (6) months of employment, no sick-leave shall be granted, however, 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, 2012 shall accrue sick leave at the rate of one (1) day per month of completed service.

**12.04 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. An employee shall be entitled to sick leave payment starting with the seventh (7<sup>th</sup>) month of completed service.

Employees hired after July 1, 2012 shall accrue sick leave at the rate of one (1) day per month of completed service.

**12.05 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; provided however, that in cases of extreme personal illness an employee may apply to the Human Resources and Labor Relations Director through his/her Department Head for additional sick leave with pay beyond the total of his accumulated sick leave credits. Based on the employees length of service and employment record, the Human Resources and Labor Relations Director may authorize such additional sick leave payments.

**12.06 Eligibility and Procedure Generally for Obtaining Leave:**

(a) In order to be eligible to receive sick leave payments under this Division, an employee shall notify or cause notice to be given to her Department head forthwith. Failure to give such notice shall be deemed sufficient reason for the denial of sick leave payments.

(b) If a community health nurse is going to be absent for sickness or injury and does not know how long she/he will be out, then this employee will be required to call the Employer each day prior to 8:30 AM to update their status.

(c) Employees reporting back to work from illness or injury will be required to report to the nursing division the first morning of their return to their assignment.

(d) For periods of sick leave absence of three (3) or more consecutive work days, an employee shall furnish his/her 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 not later than the seventh (7<sup>th</sup>) consecutive day of absence and each seventh (7<sup>th</sup>) calendar day thereafter of the protracted illness. If such certificate is not furnished by the employee, sick leave shall not be paid for the period of absence. This does not apply to proven long term illness or injury. If the initial report from the physician, signed by the physician indicates an absence of greater than three (3) weeks, from date of onset, there will be no requirement for a renewed certificate every seventh (7) day. However, if the illness extends beyond the time limit of the initial report, subsequent absentee slips signed by the physician must be presented for verification for the extended period of disability.

**12.07 Termination, Suspension, Reinstatement and Transfer with City Government:**

Sick leave payments and credits shall automatically terminate on the date of the retirement or separation from the service of the City of an employee. If an employee is terminated for reasons other than fault of his/her own and subsequently reinstated or re-employed, within two (2) years, he/she 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/her new department.

**12.08 Sick Leave Conversion upon Retirement or Death:**

Effective January 1, 2018 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 would have been payable to the employee shall be paid to that person whom such employee has designated as his/her beneficiary, on his/her municipal life insurance policy, and, if none, then to his/her estate.

**12.09 Employee Records and Information: Manner of Making Payments:**

(a) 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 and the Personnel Director or his representative.

(b) 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.

(c) 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.

(d) 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 employees.

#### **12.10 Physical Examinations:**

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

#### **12.11 Incentive Days:**

(a) An employee who is not absent more than one (1) day or 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 as follows; from January 1<sup>st</sup> to April 30<sup>th</sup> inclusive, or from May 1<sup>st</sup> to August 31<sup>st</sup> inclusive, or from September 1<sup>st</sup> to December 31<sup>st</sup> inclusive, said employee shall be granted a incentive day for each four month period not to exceed a granting of over (3) three incentive days over a twelve (12) month period. Such incentive days shall be granted by the Employer at such times as will cause the least interference with the regular work of the City. Such incentive must be taken within four (4) months subsequent to the close of the earning period, otherwise the day shall be deemed waived.

(b) The use of a personal day referred to in Article 13 shall not affect the accrual of incentive days.

(c) Requests for an incentive day must be submitted to the Department Head or his/her designee at least seven (7) days prior to the requested date. Requests for the incentive day shall be answered in writing within 72 hours of the date of submission by the Department Head or his/her designee. If an employee wishes to exercise his/her option under the terms of this Article and is unable to provide seven (7) days prior notification due to an emergency situation, the department head or his/her designee may grant such time; provided that the department head is informed of the nature of the emergency.

**12.12 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 (or family member as defined in

section 2.c) 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 13**  
**PERSONAL LEAVE:**

**13.01** Effective for the present calendar year 1980, and the calendar years subsequent, an employee shall have the limited option to use up to three (3) days annually of the unused sick leave accumulated pursuant to Article 12 herein, in the form of personal leave.

**13.02** 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.

**13.03** Personal days, will in so far as possible, be granted at the time most desired by the employee, but the final right of allotment of said days is reserved to the Employer in order to insure normal operations. If an employee wishes to exercise his/her option under the terms of this Article and is unable to provide a minimum of one (1) week prior notification due to an emergency situation, the department head or his designee may grant such time; provided that the department head is informed of the nature of the emergency.

**ARTICLE 14**  
**TUITION REIMBURSEMENT**

**14.01** (a) Full time community health nurses who have completed his/her probationary period, shall be reimbursed for the cost of up to nine (9) credit hours per contract year, or \$350.00 per contract year, whichever shall be greater for any courses which lead to an advanced nursing degree provided that such courses have been approved by the Department head or his designee as being in compliance with this section of the agreement and evidence of satisfactory completion of the course is presented to the Department head or his designee.

(b) Seminar time and in-service speaker(s) and/or workshops will take precedence over reimbursement.

(c) A community health nurse pursuing a BSN or a Masters in Public Health with grades of B or better will be granted tuition reimbursement at the end of the fiscal year from the balance of the remaining monies provided they have applied for reimbursement when enrolling in these courses. If more than one (1) Public Health Nurse applies under the above provisions, the monies remaining will be split equally.

**14.02** The City will make available the sum of \$5,000.00 for each calendar year during the duration of this contract for this purpose. If determination of priority becomes necessary, consideration will be given to the length of employment of the nurse in the department. Disbursement of said sum will be made in accordance with the written policies and procedures developed by the Department and Nursing Education Committee. The Educational Committee shall meet biweekly usually the first and third Monday of each month.

**14.03** Each nurse who receives such reimbursement for tuition charges agrees in consideration thereof to remain in the employ of the Springfield Public Health Department for a period of one (1) year following the completion of such course for which she received said tuition reimbursement.

**14.04** In the event that the nurse shall fail to remain in the employ of the Employer for one year following the completion of the course, the nurse shall reimburse the City for all monies paid by the City for such tuition charges and the City may deduct said money from any monies due to the nurse at the time of her termination or take such action as is deemed expedient to recover such sums for the City.

**14.05** Subject to the operating needs of the Department and further to the staffing requirements of same, nurses may be granted time off with pay, mileage, twenty-two and one half (22.5) cents per mile, and registration fees to attend professional, educational, clinical conferences and/or workshops. Such payments shall be charged to the \$5,000.00 specified in paragraph 14.02 of this Article; such time off not to exceed in any event four (4) days in any one calendar year with the prior approval of the Department Head.

**14.06** Requests to attend an on-duty seminar must be submitted to the Department Head or his/her designee at least seven (7) days prior to the requested date. The above stated seven day notification period does not apply for nurses wishing to attend approved off-duty seminar provided notification is given prior to attending the seminar. Requests to attend an on-duty seminar shall be answered in writing within seventy-two hours of the date of submission by the Department Head or his/her designee.

**14.07** Nurses who are requesting to use their seminar earned time must give a seven (7) day notification to the Department Head or his/her designee. If a nurse wishes to exercise his/her option under the terms of this Article and is unable to provide seven (7) day prior notification due to an emergency situation, the department head or his/her designee may grant such time provided that the department head is informed of the nature of the emergency.

**ARTICLE 15**

**JURY DUTY**

**15.01** Employees called for jury duty shall be entitled to receive pay at regular rates for the time absent on jury duty minus any pay received for jury services as is provided under the provision of Chapter 234, Section 1B of the General Laws of Massachusetts.

**ARTICLE 16**

**BEREAVEMENT LEAVE**

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

a. She/he shall submit proof of relationship and death satisfactory to his/her department head, whereupon she/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.

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

**ARTICLE 17**

**GROUP INSURANCE**

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

**17.02** 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.

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

**ARTICLE 18**  
**MANAGEMENT RIGHTS**

**18.01** The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the department and its employees are vested solely and exclusively in the Employer. The City retains the right to direct the work force to determine the methods, means and organization and number of personnel by which Department services are to be conducted; to assign and transfer Employees; to make and enforce reasonable rules and regulations and to change or eliminate existing methods, equipment for facilities within the Department.

**ARTICLE 19**  
**LEAVE OF ABSENCE**

**19.01** The present rights of members of the bargaining unit relative to leave of absence without pay shall remain in effect in accordance with the existing law.

**19.02** Subject to the approval of the Personnel Director, an employee, expecting to become a mother and wishing to continue in service, must request a leave of absence at least three (3) months prior to 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.

Employees not under Civil Service may be granted maternity leave of absence without pay at the discretion of the Department Head.

**ARTICLE 20**  
**TEMPORARY SERVICE OUT-OF-GRADE**

**20.01** **Definitions:** For the purpose of this Article, an out-of-class assignment is full-time performance of all the significant duties of an available funded position in one classification by an individual in a position of another classification. An employee designated by the Department Head to work an out-of-class assignment shall receive an additional ten dollars (\$10.00) per day for each full day served in the higher classification.

**20.02** **Responsibilities:**

a. It is the intent of management to avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time.

b. If management finds it necessary to make an out-of-classification assignment as defined above for more than thirty (30) consecutive working days, it has the obligation upon the employee's request to initiate action either to appoint the employee to the higher class if eligible in conformance with Civil Service rules or to terminate the assignment.

c. Failure to reply to an employee's request for remedy in accordance with the Section is subject to the established Grievance Procedure outlined in Article 6.

**20.03 Rate of Pay:** An employee working in an out-of-class assignment will continue to receive the rate of pay for his/her regular classification until such time as she/he has been appointed to the higher rated classification in accordance with the rules of the Civil Service Commission.

## **ARTICLE 21** **MISCELLANEOUS**

**21.01** When any Department vacancy or job opportunity in the nursing division, be it in the bargaining unit or non-bargaining unit, to which a member of the unit is subject to being assigned, will be posted for seven (7) working days, except where it is impracticable to do so, in all branches of the Department. The position, if filled, will be on the basis of ability and qualifications. This bid, once filled, will be effective within a two (2) week period. However, all necessary reports must be completed prior to reassignment. Reports necessary shall be defined as reports on their own work.

### **21.02 Assignments:**

a. The Department will, in making assignments, give consideration to the entire assignment, with the objective of equalizing the work load.

b. Nothing in this Article shall be construed as limiting management's authority to make temporary assignments for the purpose of vacation relief or meeting emergencies; however, emergency assignments shall not extend beyond the period of such emergency.

c. Nothing in this Article shall be construed as limiting management's authority to make temporary assignments to work of a higher classification for the purpose of training or providing experience. Written confirmation of such assignment will be placed in an employee's personnel file upon request by the employee.

### **21.03 Changes and Amendments to Health Policies:**

a. Changes, additions, and amendments to Community Health Policies, and revised, Child Health Conference Policies, and School Health Policies shall be published and posted and

a dated and signed copy shall be made available to each community health nurse. The additions stated above shall also be added to the Procedure Book.

b. The Labor/Management Committee as defined in Article 21.05 and a staff representative will meet on a regular basis to review and update the procedure book.

**21.04 Labor/Management Committee:** The Union shall designate three (3) members as its Labor/Management Committee, which shall meet with the Department Head and Representative of the City at the request of either party. Such meetings shall be at mutually agreeable times during the workday. The purpose of such meetings shall be to discuss labor/management issues, and particularly issues arising out of the reorganization of the Department of Public Health into the Department of Health and Human Services.

**21.05** The community health nurse job description when reviewed and updated in order to keep such description current, nothing shall be added or deleted except by mutual agreement between the employer and the union.

**21.06** Members of the unit are to be provided with in-service training, instruction and adequate orientation with regard to the initiation of new, additional or amended nursing services not presently required of them. The Employer will meet and discuss with the Labor/Management Committee (Article 21.05) prior to the introduction of any new nursing service. The Employer further agrees to provide supervisory personnel for orientation.

**21.07 Travel and Use of Motor Vehicle:** Employees covered by this Agreement shall receive travel and use of motor vehicle allowances at the rate of .225 per mile. Effective September 1, 2005 motor vehicle allowance shall increase to thirty (30¢) cents per mile. In the event that any group of employees of the City of Springfield, other than those employed by the School Department of the City of Springfield, receive via collective bargaining or otherwise, a mileage allowance greater than thirty (30¢) cents, this Agreement may be reopened as to this Article on the request of the Union in order to bargain collectively regarding the rate of compensation established pursuant to this Article. It is the intent and understanding of the parties hereto that any such change so negotiated shall be effectively simultaneously with the effective date of any such increase granted to any such other group of employees.

**21.08 Access to Premises:** The Employer agrees to permit representatives of the Union to enter the premises at reasonable times upon proper notification for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties of the employee.

**21.09 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 strike, work stoppage, slow-

down or withholding of services by employees, notwithstanding any such authority granted in any charges, constitution or by-laws of the Union while this contract is in effect. No employee covered by this Agreement nor the Union shall engage in, induce, or encourage any strike, work stoppage, slow-down or withholding of services.

**21.10 Extra Contract Agreements:** The Employer agrees not to institute or enter into any agreement or contract with the employees of the bargaining unit individually which in any way conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void.

**21.11 Uniforms:** The Employers agrees to supply to the employees two (2) lab coats per year.

**21.12 Dangerous Conditions:** Should a nurse scheduled for a home visit believe a dangerous condition exists, the nurse may request another individual to accompany the nurse on the visit. Such assistance will not be unreasonably denied. When medically appropriate, as determined by the Department Head, visits may be done in pairs, i.e. two (2) nurses.

**24.13 Baccalaureate Degree in Nursing Differential:**

Effective June 30, 2004, a nurse with a baccalaureate degree from an accredited institution shall receive an additional differential of thirty (\$30.00) dollars per week.

**21.14 Professional Attire:** The agency is judged by staff appearance. Staff should be neat, clean, professionally and appropriately dressed.

**21.15** This agreement is subject to ratification by the Union and the Springfield City Council.

**21.16 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.

**21.17** 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.

**21.18 Identification cards.** The Employer reserves the right to provide identification cards to employees. In the event that the employer provides identification cards the employees will be required to wear same during work hours.

**21.19 Residency** – The parties agree that all members of the bargaining unit hired on or after July 1, 2012 are subject to the City’s residency ordinances as revised and amended.

**21.20 Evaluations** - Employees hired on or after January 1, 2018 shall be given a copy of their evaluation form at the time they are required to sign it. Employees hired before January 1, 2018 are not subject to this evaluation process.

**ARTICLE 22**  
**SALARY RANGES**

**22.01** Unit members shall be paid the weekly wages provided by Wage Schedule “09”, a copy of which is appended to this agreement.

Effective July 1, 2017 increase wage schedule two (2%) percent

Effective July 1, 2018 increase wage schedule two (2%) percent

Effective July 1, 2019 increase wage schedule two (2%) percent

One time signing bonus of \$300 for employees who are on payroll on January 2, 2018 and on payroll on the date of ratification by the Springfield City Council.

**ARTICLE 23**  
**PERSONNEL POLICY REVIEW:**

**23.01** The compensation assigned to a class or position covered by this Agreement may be changed during the term of this Agreement only if:

The parties negotiate an agreement providing for a wage increase for a specific class or position. The agreement is submitted to the Personnel Review Committee and said Committee approves the wage increase. In the event that it is determined that City Council approval is required for said wage increase, said request will be submitted to the Council for their approval.

**ARTICLE 24**  
**DURATION**

**24.01** This agreement shall become effective on the **first (1<sup>st</sup>) day of July, 2017**, and shall remain in full force and effect to and including **June 30, 2020**.

**24.02** The Union agrees to endorse and promote special legislation regarding the contract terms, i.e. seven years, if necessary.

**24.03** Negotiations for a successor agreement shall begin on or after January 1, 2016. This Agreement shall remain in effect during the period of negotiations until the signing of a new agreement or until thirty (30) days after a written termination notice is given by either the Union or the Employer, to the other, as is the case may be, on or after June 30, 2016.

IN WITNESS WHEREOF, the City of Springfield has caused its corporate seal to be hereto affixed and these presents to be signed in its name and on its behalf by Dominic J. Sarno, its Mayor, duly authorized; and the SPRINGFIELD PUBLIC HEALTH NURSES ASSOCIATION, by these presents to be signed in its name and behalf as members of its bargaining committee, as its duly authorized officers for such purpose this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

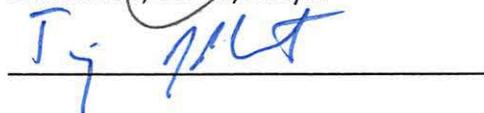
CITY OF SPRINGFIELD

SPRINGFIELD PUBLIC HEALTH NURSES ASSOCIATION

  
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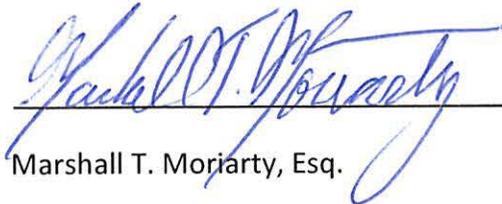
Domenic J, Sarno, Mayor

  
\_\_\_\_\_

Timothy J. Plante, CAFO

HKL Certified for Appropriation: N/A

  
OFFICE OF CITY COMPTROLLER

  
Marshall T. Moriarty, Esq.

Approved as to Form:

  
LAW DEPT.

Reviewed by:

N/A  
\_\_\_\_\_

Schedule 09

SPRINGFIELD PAY PLAN  
INDEPENDENT ASSOC. OF SPFLD. PUBLIC HEALTH NURSES  
Effective July 1, 2017 – June 30, 2020

Job Code	Classification	BU	Range	FY 2018 (7/1/2018)
3410	Community Health Nurse	C51	15.4	\$1,131.92

Job Code	Classification	BU	Range	FY 2019 (7/1/2018)
3410	Community Health Nurse	C51	15.4	\$1,154.55

Job Code	Classification	BU	Range	FY 2020 (7/1/2019)
3410	Community Health Nurse	C51	15.4	\$1,177.65