

# UNION PROPOSALS FOR A SUCCESSOR CONTRACT

*By and Between*

*the*

**City of Springfield**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Local 424 – MA DIV 101**

**July 1, 2016 through June 30, 2017**

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**A G R E E M E N T**

**JULY 1, 2016 - JUNE 30, 2017**

**CITY OF SPRINGFIELD, MASSACHUSETTS**

**AND**

**UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424**

**ARTICLE 1 PARTIES:**

**1.01** This Agreement entered into by the City of Springfield, a municipal corporation situated in Hampden County, Massachusetts, hereinafter referred to as the Employer, and United Public Service Employees Union Local 424 Massachusetts Division, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of 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 all employees of the City of Springfield certified as the bargaining unit in accordance with the election conducted by the Division of Labor Relations MCR 11-5412, dated issued June 22, 2011 as follows;

All full-time and regular part-time non professional clerical and administrative employees, all building custodians, and all dispatchers employed by the City of Springfield in all city departments, but excluding all employees in the library department, and further excluding registered nurses, licensed practical nurses, building department inspectors, civil engineers, all casual employees, supervisors, managerial and confidential employees of the City of Springfield.

**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 that 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.

**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 four officers for Local 424.

**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 officer gives reasonable notice to the Department Head.

**4.03** The Union president shall be supplied with a list of employees employed at the Department of Public Works and the Department of Parks Buildings & Recreation Management on the first of January and June of each year.

**4.04** A parking sticker shall be supplied to the Union for the purpose of City Hall parking.

**ARTICLE 5 UNION DUES:**

**5.01** Employees shall tender weekly membership dues by signing the Authorization of Dues Form. 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**  
(Example Form)



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**HEADQUARTERS**  
3555 Veterans Memorial Hwy, Suite H, Ronkonkoma, NY 11779  
631-738-8773

**APPLICATION FOR MEMBERSHIP**

*I, the undersigned, hereby apply for admission to membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation. If admitted to membership, I agree to abide by the laws of the local Constitution and By-Laws. And, I hereby authorize any employer by whom I am employed, to deduct my monthly union dues from my wages and pay the monies deducted to UPSEU. This authorization shall continue from the date of signing until revoked by registered letter to the Union Secretary and employer.*

Name \_\_\_\_\_ Classification \_\_\_\_\_  
(Print Full Name)

Address \_\_\_\_\_ Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer \_\_\_\_\_ Present wkly salary or hrly wage \_\_\_\_\_

Date of Hire \_\_\_\_\_ E-mail Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_

**5.02 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.

Such fee shall be paid weekly commensurate with the periodic dues charged by Local 424 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:



**United Public Service Employees Union**

Headquarters 3555 Veterans Highway · Suite H · Ronkonkoma · NY 11779  
631 · 738 · 8773 · Fax: 631 · 738 · 7236

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**AUTHORIZATION FOR AGENCY FEE PAYROLL DEDUCTION**

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I hereby authorize the below named employer to deduct from my pay in accordance with the current practices, the amount certified as the agency fee and to remit such amounts to the employee organization in accordance with the arrangements with my employer. 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 fee structure.

Name of Employee (print full name) \_\_\_\_\_

Address \_\_\_\_\_ Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # \_\_\_\_\_ Email Address \_\_\_\_\_

Last 4 digits Social Security \_\_\_\_\_ Date of Birth \_\_\_\_\_

Employer \_\_\_\_\_ Date of Hire \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant (Do Not Print)

\_\_\_\_\_  
Date of Application



**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.

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 cases of emergency, however, strict adherence to this provision shall be waived.

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

The Union agrees to act as the exclusive bargaining agent for all 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.

The Union acknowledges and accepts the City's Sexual Harassment 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 seven (7) days.

## **ARTICLE 8 GRIEVANCE PROCEDURE :**

**8.01** Only matters involving the question whether the Employer is complying with the express 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 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 office of the Mayor.

Nothing contained within in this Article shall preclude the parties from meeting and settling said grievance.

**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 Relation's Department) of the grievance procedure or, at the option of the employee, to a procedure such as: Civil Service, Veterans Preference, or Fair Employment.

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 (arbitration) 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.

The Dispatch Department shall make daily assignments to employees based on operational need. Assignments shall be distributed by seniority.

**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 six (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/her 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" (Schedule 02 424) which contains a schedule of salaries of the members of the bargaining unit during the term of this Agreement. The retroactive payment of any wage increase is limited to employees in the bargaining unit on the effective date of any increase and on payroll on the day of ratification by the City Council.

**11.02 Shift Differential:**

A. Effective July 1, 2001, all employees working on the second shift shall be paid eighty-three (\$.83) cents per hour in addition to their regular rate.

All employees working on the third shift shall be paid eighty-eight (\$.88) cents per hour in addition to their regular rate.

B. Any employee who has compiled five (5) years of service on an unusual shift shall receive the shift differential premium pay while on vacation and also on a holiday.

**11.03 Weekend Differential:**

**Effective July 1, 2001,** Employees who are scheduled to work at a straight time hourly rate on a Saturday or Sunday shall be paid the weekend premium of eighty-eight cents (\$.88) hourly.

**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 :**

Employees who are required to use their own automobile for City business will be reimbursed at the IRS mileage reimbursement rate.

**11.06 Entrance Pay :**

On appointment, an employee shall be placed at the minimum step of the salary range assigned to the class to which appointed.

**11.07 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 that step in the new range which has the same number as the step which they occupied in the old range.

**11.08 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 C, the contract rate shall apply to all persons, but only persons employed in that class in the bargaining unit covered by such contract.

**11.09** Payroll Accounts Payable Clerk (Fire Department) increase annual salary by \$1,000 effective 7-1-19. Move Catherine Mossi to Grade 14.5 "after" step effective 7-1-19. Terms for Housing Code Inspectors and Senior Housing Code Inspectors are hereby agreed to as a side Memorandum of Agreement.

**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, not to include a one half hour unpaid lunch period. 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.

Employees whose regular work schedule is forty (40) hours per week include; Building Custodians (A, B, Senior A , Senior B, and Senior C) Storekeepers, Senior Storekeeper, Principal Storekeeper, Electrician - Maintenance Traffic, Electronic Technician, Time and Construction Clerk, Senior Time and Construction Clerk, and Detention Attendants.

The hours of work for clerical and administrative and accounting employees shall be seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, exclusive of lunch periods. The starting time shall be 8:15 a.m. and the finishing time shall be 4:30 p.m. with a forty-five (45) minute lunch period.

MOU for 311 Hours of Work is attached as Appendix B.

**12.02** In no event will employees be caused to work in split shifts. Changes in scheduling and shift assignments will be posted at least two (2) weeks in advance of such scheduled change.

**12.03** 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 (1½) 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.

**12.04** 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 therefor.

**12.05 (A)** If an employee who has left his/her place of employment after having completed work on his/her regular shift is called back to work, he/she shall be paid for each hour worked, in accordance with Section 3 of this Article, and in no event shall he/she receive pay for less than the equivalent of three (3) hours on a time and one-half (1½) basis. In the event the employees regular working day starts after he/she is called in and he continues to work up to his/her regular starting time, he/she shall be paid for such hours in accordance with Section 3 of this Article and in this event there shall be no three (3) hours minimum guarantee.

**(B)** If an employee is scheduled or assigned to work on a holiday, he/she shall receive, in addition to his/her regular weekly compensation, time and one-half (1 1/2) pay for each hour worked on such holiday, and in no event shall he/she receive less than three (3) hours pay on a time and one-half (1½) 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/she shall receive, in addition to his/her regular weekly compensation, time and one-half (1½) pay for each hour worked on such Sunday, and in no event shall he/she receive less than three (3) hours pay on a time and one-half (1½) 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 (1½) for the sixth day.

**12.06** 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.

**12.07** 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.

**12.08** All full time Detention Attendant will work a Monday-Friday schedule and have Saturday and Sunday off. Part-time Detention Attendants shall regularly be scheduled to work on Saturdays and Sundays. Part-time Detention Attendants shall be paid time and one-half for all hours worked beyond their regular work day that are contiguous with their shift and for all hours worked in excess of 40 hours in a work week

**12.09** Assessors office field staff will be paid a premium of \$100 per week for working a modified schedule of Tuesday, Wednesday, and Thursday 11:00 a.m.-7:00 p.m., Friday 9:00 a.m. -5:00 p.m. and Saturdays 8:00 a.m.-4:00 p.m. Employees who are interested in working this voluntary schedule shall notify their supervisor. Both the employee and employer must agree for the schedule to be put into effect.

**12.10 Dispatchers:**

- a. Dispatchers will only be paid for actual hours worked.
- b. Dispatchers will be "on call" during their meal breaks and may not leave the building however they will be paid for their lunch period.
- c. Dispatchers will work eight (8) hour shifts inclusive of a paid meal.
- d. Dispatchers will work a four (4) days on and two (2) days off schedule.
- e. There will be five (5) dispatcher positions that will work five (5) days on and two (2) days off. These shifts will be posted and filled by seniority.
- f. Dispatchers will be paid overtime wages for all hours worked outside their regular schedule.
- g. The City may eliminate the early radio shift in dispatch. In the event that it does, the City will give the Union 14 advance days' notice of same.

- h. The parties agree to reopen negotiations, upon the request of either party, on the implementation of an Emergency Medical Dispatch program.
- i. Lead Dispatchers will be paid \$2.00/hour over the rate of Dispatcher rate of pay listed in Appendix A while performing the Lead Dispatch functions.

**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.

**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 breaks that occur during the shift.

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

**ARTICLE 14 MEAL PERIODS:**

**14.01** All clerical and administrative employees shall be granted a meal period of forty-five (45) minutes duration during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

**14.02** Employees of the labor and trades supervision groups shall receive one-half (1/2) hour off for such lunch.

**14.03** Meal Periods will not be altered to avoid the payment of overtime.

**14.04 Emergency Meal Allowance:**

**A.** A meal allowance of five dollars (\$5.00) shall be paid to employees working continuously four (4) hours from the end of the employee's regularly scheduled working day or four (4) hours prior to the start of the employees regularly scheduled working day.

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

**ARTICLE 15 CLEAN UP TIME:**

**15.01** Employees shall be granted a reasonable personal clean-up period 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.

**16.02** A unit member who is performing, pursuant to designation by his Department Head, temporary service in a position classified in a higher grade than the grade of the position in which the unit member performs his/her regular service, shall, commencing with the sixth (6) consecutive day of actual service in the higher grade, be compensated for such service at the rate to which he/she would have been entitled had he been provisionally promoted to such position. In no event will such unit member be compensated at a rate higher than the person for whom he/she is temporarily filling in.

This clause will be operative only after a determination is made by the Department Head that a fill-in is required and an actual designation by the Department Head or his/her authorized designee as to the unit member claiming the benefit of this clause has been made.

**16.03** It is agreed that the Department Head shall not rotate those temporary assignments made in accordance with this subsection for the sole purpose of avoiding the payment of any compensation due under this article.

**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 Day | 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. For employees who work in continuous operations the celebrated day shall be the actual holiday.

When a holiday falls a on a Saturday or Sunday, the employee shall be compensated for the actual Holiday or the Celebrated Holiday at time and one half (1½) for all hours worked but not both days. 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 (1½) 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.

This provision is not applicable to a person who is on vacation, absent due to sick leave, or any other forms of leave. The compensatory time is provided for only those who actually work the declared day.

#### **ARTICLE 18 VACATION POLICY:**

**18.01** 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 all 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. Such vacation will be granted by the Employer at such time as in its opinion will cause the least interference with the performance of the regular work of the City.

A person shall be deemed to be regularly employed within the meaning of this section if he/she has actually worked for the City for thirty (30) weeks during the twelve 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 has actually worked for the City during the twelve (12) months preceding the first of June in such year.

- 1) Employees with service of six (6) months but less than five (5) years, one-third ( $1/3$ ) working day.
- 2) Employees with service of five (5) years but less than ten (10) years, one-half ( $1/2$ ) working day.
- 3) Employees with service of ten (10) years, two-thirds ( $2/3$ ) of a working day.
- 4) Employees with service of twenty (20) years or more, three-fourths ( $3/4$ ) 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/she actually worked the full thirty (30) weeks. Partial vacations are not to be considered earned or granted until the first of June 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/her part or by resignation, retirement or death, without his/her having been granted the vacation to which he/she is entitled under Section 18.01, he/she or in the case of his/her death, his/her beneficiary, shall be paid at the regular rate of compensation payable to him/her at the termination of his/her employment, an amount in lieu of vacation, provided that no monetary or other allowance has already been made therefore.

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

**18.04** 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.

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

### **ARTICLE 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/her 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/her employees of the City as hereinafter provided.

**19.03 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 1/4) 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 1/4) 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/her 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/her accumulated sick leave credits. Based on the employee's length of service and employment record, the Human Resources and Labor Relations Director may authorize such additional sick leave payments. 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 (1¼) sick leave days per each completed month of service, provided further that anything herein to the contrary notwithstanding, in any calendar month in which an employee accumulates three (3) or more separate absences, 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 (1¼) 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.

Employees hired after July 1, 2014 shall accrue sick leave at the rate of one (1) day per month of completed service.

**Sick Leave Conversion Upon Retirement or Death:**

**Effective January 1, 2001** 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.

**19.07 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/her Department Head forthwith. Failure to give such notice shall be deemed sufficient reason for the denial of sick leave payments.

For periods of sick leave absence of three (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 (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.

**19.08 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 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.

**19.09 Employee Records and Information: Manner in Making Payments:**

Each Department Head shall maintain a permanent record for his/her 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/her elected representative, the City Auditor or his/her representative and the Personnel Director or his/her representative.

Sick Leave payments under this division shall be designated on the payrolls as sick leave payments in the manner as the City Auditor shall proscribe. 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 proscribe.

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

**19.10 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 worker's compensation in accordance with General Laws, Chapter 152, except as permitted by Section 69.

**19.11 Physical Examinations:**

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

**19.12 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 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 19.05 herein in the form of personal leave.

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

**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 of 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.

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

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

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

1. Absence due to sick leave beyond one day or two occasions of any amount of time 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.
5. Absence due to a suspension beyond 1 day.

**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.
6. An absence due to personal leave.

7. An absence due to authorized military leave, authorized time for Civil Service examination, and time lost to attend an industrial accident board meeting.

### **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 Worker's Compensation Agent for the City of Springfield as soon as practicable.

#### **22.02 Injured Employees:**

An employee suffering an injury arising out of and in the course of his/her employment and who is required to leave the job site will be paid to the 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.

### **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/her claim.

### **ARTICLE 24 BEREAVEMENT LEAVE:**

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

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

- 2) For the 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/her spouse; or any relative of the employee or his/her spouse who was actually living in the immediate household of the employee at the time of death or at the commencement of the final illness or accident.

3) 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.

4) 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.

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

6) Two (2) additional days of bereavement leave will be granted in the event of the death of a parent, spouse or child of the employee. Such leave shall not extend beyond one (1) day after the date of the funeral of the deceased relative.

#### **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/she gives a two week written prior notice to his/her Department Head, of his/her intention to attend the following steward training, an employee member of the Union shall be allowed to attend the same without loss of pay subject to the following limitations:

No more than three (3) employees from Local 424 shall be allowed to attend for not more than the number of days hereinafter specified:

1) Steward Training 5 Days

In addition to the above, no more than three (3) employees of Local 424 shall be entitled to authorized leave without pay consistent with the periods and purposes above.

An employee taking leave for Union business in accordance with the provisions in this article shall suffer no harm (i.e. disciplinary action, incentive day loss, etc.) for such action.

## **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/her service in the armed forces of the Commonwealth 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/her 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 unit member who serves as a grand or traverse juror in a federal court or in the courts of the Commonwealth shall receive from the City the difference between his/she salary and the compensation he/she received for such jury service, exclusive of any travel or other allowance.

## **ARTICLE 28 PRE-CANCER SCREENING**

**28.01** Members of the bargaining unit may use four (4) hours of paid time on an annual basis for the purpose of undergoing pre-cancer screening. Such time will not be charged to sick, personal or any other accrued time.

**28.02** Types of cancer screening permitted under this order are: Lung, Colon, Breast, Prostate, Skin, Thyroid, Lymph Nodes, Oral Cavity, Reproductive organs or any other form of cancer deemed appropriate by the Springfield Health and Human Services Department for screening.

**28.03** Employees may be required to submit medical documents verifying the employees screening.

**28.04** This four (4) hour screening cannot be taken in blocks of time, but rather must be taken at one instance.

## **ARTICLE 29 LEAVES OF ABSENCE WITHOUT PAY -"MATERNITY LEAVE".**

**29.01** 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/her 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/her opinion conditions warrant such waiver or modification.

**ARTICLE 30 OTHER LEAVES WITHOUT PAY:**

- 30.01** Leaves of absence without pay apply only to permanent employees.
- 30.02** 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.
- 30.03** 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:
- A.** A leave of absence beyond three (3) months or extension of leave of absence.
  - B.** 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 31 REINSTATEMENT:**

**31.01** 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/she 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 02 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 11.06 Entrance Pay

**ARTICLE 32 PROTECTIVE CLOTHING:**

**32.01** 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. The intention of this clause is to state a present condition of employment currently practiced.

**32.02** Detention Attendants shall receive a one hundred thirty (\$130.00) dollar clothing allowance.

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

**32.04** Clothing Allowance- The following employee classifications shall be entitled to an annual clothing allowance of \$100. Effective 7-1-13 the clothing allowance shall be \$150.

Title	Department
Custodians	Facilities
Asst. Assessors	Assessors
Inspector	Code Enforcement
Zoning Inspector	Code Enforcement
Deputy Sealer	Weights/Measurer
Electronic Technician	Senior Storekeeper
Electrician, Maintenance Traffic	

**ARTICLE 33 SAFETY COMMITTEE CODE:**

**33.01** 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.

**33.02** First Aid facilities to be made available to City Hall Employees.

**ARTICLE 34 LABOR-MANAGEMENT MEETINGS:**

**34.01** 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 herein before described.

**Office Managers in the Bargaining Unit:** This will be reviewed on a case by case basis.

### **ARTICLE 35 EXTREMES OF WEATHER:**

**35.01** 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.

When, in the discretion of the Department Head and/or his/her designee such extreme weather conditions prevail, as might subject said employees to risk of personal harm, injury and/or property damage excluding work of an emergency nature, no work shall be performed under said conditions, and the employees may be instructed to seek shelter or be assigned to perform other work indoors.

**35.02** 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/she is not sick.

**35.03** 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.

**35.04** In emergency conditions, the employer may declare, at its sole discretion, that non-essential personnel may not have to report to work. The employer shall determine which employees are non-essential. The parties understand that due to the nature of said emergency, the determination of whether or not a position is non-essential may be changed by the employer. Employees who are determined to be non-essential in a given emergency will not be required to report to work and will receive their regular compensation for that day. Employees must contact their supervisor to determine their status unless their supervisor has already declared their position an essential one.

**ARTICLE 36 GROUP INSURANCE PLAN:**

**36.01 (A)** 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.

**(B)** 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

**ARTICLE 37 CLASSIFICATION AND PAY RATES:**

**37.01** Rates of pay for classifications covered by this bargaining unit are hereby attached as appendix A.

**ARTICLE 38 MISCELLANEOUS PROVISIONS:**

**38.01 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.

**38.02** 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.

**38.03 Access to Premises:**

The Employer agrees to permit representatives of the United Public Service Employees Union and/or Local 424 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.

**38.04 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.

**38.05 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. Residency-The parties agree that all employees hired after July 1, 2014 are subject to the City ordinances regarding residency as revised and amended.

**38.06 Work Performed by Supervisor:**

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 purposes of instruction or training of employees in the bargaining unit.

**38.07 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.

**38.08 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. If an employee loses an identification card, the employee will pay a fee of \$10 to replace the card. For the first replacement card there will be no charge.

**38.09 Evaluations:**

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

**38.10 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.

**38.11 Uniforms.** The City, at its discretion, may designate certain positions which must wear uniforms. Employees who are not required to wear uniforms shall wear neat, clean business attire. Employees are expected to dress in a manner that is normally

acceptable in similar environments. Employees should not wear suggestive attire, jeans, athletic clothing, short, sandals, T-Shirts, novelty buttons, baseball hats, and similar items of casual attire that do not present a business like appearance.

- b. Hair should be clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.
- c. Sideburns, moustaches, and beards should be neatly trimmed.
- d. Tattoos above the neckline are prohibited. Tattoos that are below the neckline which are offensive or inappropriate as solely determined by the Department Head must be covered and not visible while working. Body piercings (other than earrings) should not be visible.

**38.12** 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.

### **ARTICLE 39 NO STRIKE:**

**39.01** 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.

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

**39.03** The Union agrees that neither it or any of its officers or agents will directly or indirectly call, institute, authorize, participate in, finance, sanction or ratify any such strike, work-stoppage, slow-down or withholding of services. Should any employee or group of employees engage in, induce or encourage any strike, work-stoppage, slow-down or withholding of services, the Union shall forthwith discourage such strike, work-stoppage, 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.

**39.04** In consideration of the performance by the Union of its obligations under Section 39.03 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.

**39.05** 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.

**39.06** 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 40 STABILITY OF AGREEMENT:**

**40.01** 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.

**40.02** The failure of the Employer or the Union to insist in any one or more incidents 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 41 COMPENSATION REVIEW:**

**41.01** The compensation assigned to a class or position covered in 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 42 REDUCTIONS IN FORCE:**

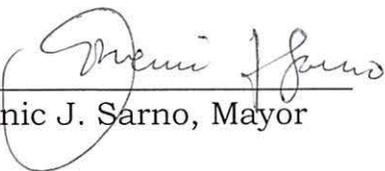
**42.01** The Employer will notify the Union thirty (30) days prior to any reduction in force.

**ARTICLE 43 DURATION:**

**43.01** 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 unless either party to this Agreement desires to terminate this Agreement or amend any of the terms or provisions of the Agreement. The party desiring to terminate or amend this Agreement must notify the other party to this Agreement in writing, and proposals to be submitted, on or before March 1st of the year of the expiration of this agreement. Should either party to this Agreement serve such notice upon the other party as provided herein of a desire to amend this Agreement, the notice should be accompanied by a statement of the Amendments desired. In such event, the parties will confer on or before April 1st of said year. During negotiations for amendments or for a new Agreement, this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their successors.

**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 behalf by Domenic J. Sarno, its Mayor, T. J. Plante, Chief Administrative and Financial Officer and United Public Service Employees Union Local 424 Massachusetts Division have caused these presents to be signed in its name and behalf by its officers duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

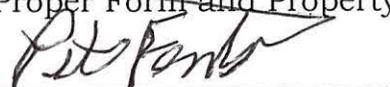
**CITY OF SPRINGFIELD**

By:   
Domenic J. Sarno, Mayor

By:   
Timothy J. Plante, CAFO

Reviewed By:

In Proper Form and Property Executed:

By:   
Associate City Solicitor

<sup>u</sup> Certified as to Appropriation: <sup>n/a</sup>

By:  <sup>6/21/17</sup>  
City Comptroller, <sup>OK</sup>

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION LOCAL 424**

By:   
Kevin E. Boyle, President  
UPSEU

By:   
Sylvia Cotton,  
Unit President

APPENDIX A

City of Springfield  
 UPSEU Local 424 Pay Plan  
 Effective 7/1/2016 - 6/30/2017

Position	Range	7/1/2016	
		After 7/1/2005 Step 1	Before 7/1/2005 Step 2
Account Clerk	9.5	18.4093	18.7775
Account Clerk, Asst	8.0	17.0709	17.4121
Account Clerk, Sr	10.4	19.2266	19.6111
Account Service Coordinator	11.5	20.1884	20.5923
Accountant	10.4	19.2266	19.6111
Accounts Payable Clerk	10.4	19.2266	19.6111
Accounts Payable Clerk, Sr	11.5	20.1884	20.5923
Accounts Receivable Control Clerk	10.4	19.2266	19.6111
Administrative Assistant: Other	12.4	21.1320	21.5546
Administrative Assistant: Community Development	9.8	18.9613	N/A
Administrative Assistant: Collectors, Facilities, Personnel, Police, Veterans	14.5	23.5823	24.0539
Administrative Assistant: Fire (rate change 3/3/07)	16.3	25.7475	N/A
Administrative Assistant: Purchasing/Treasurers	15.0	24.2744	N/A
Assessor Analyst	12.0	21.8447	N/A
Assessor Analyst, Assistant	8.5	17.5254	N/A
Assistant Assessor I	16.81	26.1671	27.1909
Assistant Assessor II	12.5	21.9980	N/A
Assistant Purchasing Agent (eff. 4/1/08)	11.7	20.7223	N/A
Billing Clerk (H & HS)	6.3	15.7786	N/A
Board Secretary (Hrly Rate)	8.8	16.6864	16.9390
Budget Analyst	13.3	22.0625	22.5042
Building Custodian, A (40 Hrs)	8.14	16.0269	16.3474
Building Custodian, B (40 Hrs)	8.9	16.5907	16.9227
Building Custodian, Senior A (40 Hrs)	9.6	17.2817	17.6274
Building Custodian, Senior B (40 Hrs)	10.5	18.0476	18.4090
Building Custodian, Senior C (40 Hrs)	11.6	18.9497	19.3285
Buyer	14.2	22.9108	23.3692
CAD System Administrator	18.8	28.7823	29.3579
Call Center Service Representative	11.5	20.1884	20.5923
Cashier	8.0	17.0709	17.4121
City Council Clerk	14.2	22.9108	23.3692
Claims Agent (Personnel)	14.3	23.1386	23.6011
Clerk & Stenographer	6.1	15.4156	15.7241

Clerk & Stenographer, Principal	9.5	18.4093	18.7775
Clerk & Stenographer, Senior	7.4	16.5044	16.8343
Clerk & Typist	5.8	15.1347	15.4373
Clerk & Typist, Principal	8.7	17.6970	18.0509
Clerk & Typist, Senior	6.8	16.0121	16.3320
Clerk, Principal	8.7	17.6970	18.0509
Clerk, Senior	6.8	16.0121	16.3320
Commission, Elections Assistant, Senior	6.8	16.0121	16.3320
Communications Operator	11.5	20.1884	20.5923
Community Dental Health Coord. Assistant	12.4	21.1320	21.5546
Community Health Advocate	12.3	21.0873	21.5089
Computer Operator	11.5	20.1884	20.5923
Computer Operator, Lead	20.0	33.2807	N/A
Computer Operator, Principal	19.7	29.4860	30.0758
Computer Operator, Senior	15.4	24.1484	24.6313
Computer Technician	13.3	22.0625	22.5042
Consumer Affairs Officer	11.5	20.1884	20.5923
Control Technician	15.5	24.6792	N/A
Cost Control Clerk	11.5	20.1884	20.5923
Customer Service Rep (Treasurer/Collector 7/1/07)	11.51	20.1884	N/A
Customer Service Representative (DPW)	8.7	17.6970	18.0509
Data Entry Operator	6.8	16.0121	16.3320
Data Entry Operator, Senior	12.3	21.0873	21.5089
Data Entry Supervisor	19.7	29.4860	30.0758
Dental Clerk, Billing (HHS)	1.0	14.1985	N/A
Dental Health Aide	5.8	15.1347	15.4373
Dental Hygienist	8.7	17.6970	18.0509
Dental Hygienist, Registered	22.7	33.6416	N/A
Dental Hygienist, Senior	12.4	21.1320	21.5546
Detention Attendant (40 hours)	7.5	15.4728	15.7820
Dispatcher	6.8	16.0121	16.3320
Dispatcher (Police&Fire Civilian rate change 5/1/07)	11.51	20.1884	N/A
Document Technician	11.5	20.1884	20.5923
Draftsman/Planning Technician	14.3	23.1386	23.6011
Election Assistant	9.9	19.3035	N/A
Election Office Generalist	6.8	16.0121	16.3320
Election Office Generalist (7/07)	10.6	19.3038	N/A
Election Office Specialist	15.4	24.1484	24.6313
Electrician, Maintenance Traffic (hourly) (40hrs)	16.8	24.3852	24.8743
Electronic Technician (40 hrs)	17.0	24.4199	24.7864
Engineering Documents Technician	12.4	21.1320	21.5546
Environment Affairs Specialist	13.3	22.0625	22.5042
Epidemiologist	18.4	28.3928	28.9607

Executive Assistant, City Clerk	18.1	26.5363	27.0668
Facilities Maintenance Man (40hrs)	7.9	16.8991	N/A
Funds Analyst	11.5	20.1884	20.5923
GIS Planning Technician	14.3	23.1386	23.6011
Health & Human Services Grants Manager	18.4	28.3928	28.9607
Health Statistics Technician	8.4	17.4337	17.7825
Healthy Springfield Coordinator	16.0	24.8660	25.3633
HIV/AIDS Coordinator	16.0	24.8660	25.3633
Inspectional Service Clerk (eff. 7/1/07)	10.4	19.2266	19.6111
Inspectional Service Clerk, Senior (eff. 7/1/07)	11.9	20.5215	N/A
Inspector, Milk and Food	13.3	22.0625	22.5042
Inspector, Milk and Food, Senior	15.4	24.1484	24.6313
Inspector, Code Enforcement	13.7	22.8951	23.3367
Inspector, Code Enforcement, Senior	14.7	23.9546	24.4336
Inspector, Lead	14.3	23.1386	23.6011
Insurance Clerk	12.4	21.1320	21.5546
Laboratory Assistant	11.9	20.5215	N/A
Laboratory Technician (Health)	10.4	19.2266	19.6111
Lead Dispatcher (Police- eff. 7/1/07)	12.1	20.7813	N/A
License Clerk	14.2	22.9108	23.3692
Material & Service Coordinator	13.3	22.0625	22.5042
Medical Biller	9.7	19.0953	N/A
Medical Claims Analyst	14.3	23.1386	23.6011
Messenger/Clerk (Housing)	7.0	16.4641	N/A
Motor Vehicle Excise Assistant (5/9/2011)	1051	19.2266	N/A
Multicultural Health Coordinator	16.0	24.8660	25.3633
Municipal Group Maintenance	8.51	17.7746	N/A
Municipal Lien Clerk	6.6	15.7620	16.0772
Office Automation Coordinator	11.5	20.1884	20.5923
Office Manager/Inspectional Services(eff. 7/1/07)	17.3	27.1628	27.7060
Outreach Liaison	14.4	23.5993	23.6793
P.H. Bacteriologist & Chemist, Sr.	15.4	24.1484	24.6313
Payroll Accounts Payable Clerk (Fire)	12.2	20.9312	N/A
Payroll Clerk	8.0	17.0709	17.4121
Payroll Control Analyst	13.3	22.0625	22.5042
Payroll Control Analyst, Assistant	8.7	17.6970	18.0509
Payroll Coordinator (HR eff. 4/08)	14.6	23.5567	N/A
Payroll Deduction Clerk	8.0	17.0709	17.4121
Payroll HR Information Coordinator (eff 4/08)	14.6	23.5567	N/A
Personnel Data & Systems Administrator	21.0	32.0309	N/A
Personnel Generalist	8.7	17.6970	18.0509
Photo & ID Technician	14.3	23.1386	23.6011
Procedures Clerk	11.5	20.1884	20.5923

Programmer Junior	15.4	24.1484	24.6313
Programmer/ Analyst Senior	22.6	33.2812	33.9465
Property Field Inspector	13.3	22.0625	22.5042
Property Room Clerk	9.5	18.4093	18.7775
Public Health Aide	8.0	17.0709	17.4121
Purchase Agent (eff. 4/1/08) new rate (9/20/12)	15.8	28.3098	N/A
Purchasing (Procurement) Clerk (eff. 4/1/08)	8.6	18.0221	N/A
Purchasing Technician (Asst Buyer)	11.5	20.1884	20.5923
Real Estate Analyst	16.81	26.1671	27.1909
Real Estate Analyst, Senior	17.3	27.1628	27.7060
Real Estate Data Coordinator	10.4	19.2266	19.6111
Reconciliation Clerk	10.4	19.2266	19.6111
Records Clerk	6.8	16.0121	16.3320
Recreation Leader, Elder Affairs	14.3	23.1386	23.6011
Sanitarian	13.3	22.0625	22.5042
Sanitarian, Principal	15.4	24.1484	24.6313
Sanitarian, Senior	14.3	23.1386	23.6011
Secretary	11.5	20.1884	20.5923
Senior Call Center Service Representative	12.4	21.1320	21.5546
Statistical Analyst & Technician	14.3	23.1386	23.6011
Storekeeper (40 hrs)	8.9	16.5907	16.9227
Storekeeper, Principal (40 hrs)	125H	19.8340	20.2307
Storekeeper, Senior (40 hrs)	10.5	18.0476	18.4090
Substance Abuse Coordinator	16.0	24.8660	25.3633
Tax Title Administrator	12.4	21.1320	21.5546
Tax Title Administrator, Asst.	10.4	19.2266	19.6111
Tax Title Clerk	8.0	17.0709	17.4121
Technician, Instrument	16.9	26.0479	26.5689
Telephone Operator	6.8	16.0121	16.3320
Time & Construction Clerk (40 hrs)	9.6	17.2817	17.6274
Time & Construction Clerk, Senior (40 hrs)	10.5	18.0476	18.4090
Toll Collector	0.7	11.2349	11.4554
Treasury Analyst ( position eff. 3/1/08)	15.0	24.2744	N/A
Treasury Analyst, Asst. (position eff. 3/1/08)	11.95	21.3140	N/A
Van Driver (Elder Affairs)	5.0	13.0780	N/A
Veteran's Service Investigator	16.0	24.8660	25.3633
Violence Prevention Coordinator	16.0	24.8660	25.3633
Vision & Hearing Tester	6.8	16.0121	16.3320
Vital Records Clerk	14.2	22.9108	23.3692
Work Order Administrator	18.1	26.5363	27.0668
Work Reception Clerk	8.0	17.0709	17.4121
Wts. & Meas. Deputy Sealer (rate change 7/1/07)	16.2	25.6985	26.1958
Zoning Code Inspector (position eff. 7/1/07)	16.6	22.0626	26.5691

APPENDIX B

Memorandum of Agreement  
between the  
City of Springfield/Springfield Finance Control Board  
and  
AFSCME Council #93 Local "1596 "B"

The above parties agree to the below to change of hours of work for the Call Center Representatives in the 311-Call Center. The work shifts will consist of the following:

- a) 7:00 am to 3:15 pm or
- b) 7:30 am to 3:30 pm or
- c) 8:15 am to 4:30 pm or
- d) 9:00 am to 5:15 pm or
- e) 10:00 am to 6:15 pm

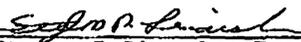
with a forty five (45) minute unpaid lunch period.

Except in cases of an emergency or the use of Article 12.02, in the event of an absence of a Call Center Representative, the 311 manager can not change the above specified shift (a-e) or reassign a call center representative to another shift.

As per Article 12.02 of the collective bargaining agreement, changes in scheduling and shift assignments will be posted at least two (2) weeks in advance of such scheduled change.

The parties also agree that nothing will preclude changes in scheduling and shift assignments of less than two (2) weeks for this division, if the employee voluntarily agrees to such change.

City of Springfield/  
Springfield Finance Control Board

  
Stephen P. Lisauskas, Exec. Director  
Springfield Finance Control Board

Date: December , 2008

AFSCME Council #93  
Local #1596 "B"

 12/16/2008  
Timothy Woodard, President

 12/16/2008  
Martha Pila, Staff Representative  
Council #93