

AGREEMENT
Between
CITY OF SPRINGFIELD, MASSACHUSETTS
and
S.E.I.U. 888 ON BEHALF OF THE SPRINGFIELD CIVIL ENGINEERS
2004-2012

ARTICLE I

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

ARTICLE 2

RECOGNITION:

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

The Employer further recognizes the Union as the sole and exclusive bargaining agent for all Civil Engineers employed by the City of Springfield, Under the Civil Service Regulations, Class 27, excluding the Deputies of each Division within the Department of Public Works, the Supervising Water Engineer, the Public

Works Engineer (Grade VB), and the Assistant Deputy Superintendent of Engineering (Grade VB).

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

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

ARTICLE 3

UNION REPRESENTATIVES:

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

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

ARTICLE 4

UNION DUES:

4.01 The Employer recognized the right of any unit member to become a member of the Union and will not discourage, discriminate, or in any interfere with the right of any unit member 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 check-off dues hereinafter set forth, the Employer agrees to deduct union membership dues, levied in accordance with Chapter 180 section 17A of the General Laws of Massachusetts and with the Union by-laws, from the pay of each employee who executes or has executed such form and remit the determined amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made the third week of the succeeding month.

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

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Name of Employee

To: _____
Name of Employer

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

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

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

Employee's Signature

Address

ARTICLE 5

NO DISCRIMINATION AND COERCION:

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

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

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

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

5.02 No Discrimination: The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, or personal appearance that does not affect the efficiency of the operation or the performance of the employees duty, and that such persons shall receive the full protection of this agreement.

ARTICLE 6

CIVIL SERVICE:

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

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

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

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

ARTICLE 7

GRIEVANCE PROCEDURE:

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

7.02 Grievances shall be processed as follows:

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

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

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

to the employer's grievance Committee at the office of collective bargaining. The Committee may consist of (without limitation) the following officials: Department Head of the employee involved; Member of Law Department; and an Official to be named by the Mayor.

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

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

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

If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the

employer's representative and the Union representative then handling the Grievance and shall be referred to the next step in the grievance procedure as provided herein.

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

7.06 The arbitrator hereunder shall be without power to alter, amend, to or subtract from the language of this Agreement. The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning and conclusion. The Arbitrator, shall be without power or authority to make any award which requires the commission of an Act prohibited by law or ordinance or which is in conflict with the 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 law, shall be final and binding upon the employer, the Union and the aggrieved employee.

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

ARTICLE 8

SENIORITY:

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

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

ARTICLE 9

VACANCIES:

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

When a position covered by this agreement becomes vacant, such vacancy shall be posted on a Divisional bulletin board listing the day, hours, duties, and qualifications for a period of seven (7) days.

Employees interested shall apply in writing within the time specified.

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

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

The City of Springfield is not compelled to post vacancies that it does not intend to fill. The Employer, consistent with State and local laws and ordinances, will fill vacancies by selecting the most qualified candidate.

9.02 JOB REDUCTION, LAYOFF AND RECALL:

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

9.03 SUB CONTRACT AND PROTECTION OF WORK OPPORTUNITY:

The employer retains the right to contract independently for civil engineering services which is deems are beneficial to its operation without consultation with the employee organization. Projects designed or inspected by unit members including sanitary and storm-water drainage, surveys, cost estimates, contract formulation and sub-division review which have been and are presently being performed by unit member will continue to be work performed by the division.

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

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

functional Engineering Division to support the operational and capital workload of the City.

ARTICLE 10

RATES OF PAY:

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

(B) The Union agrees to support the home rule legislation to eliminate the wage connection between the City and M.O.S.E.S.

10.02 The above specified remuneration plan will be developed as follows:

Effective July 9, 2006 using the MOSES rates of pay as of July 1, 2006 modified into a three step plan:

Steps 1-5, using Step 5 to become new step 1,
Steps 6-10, using Step 10 to become new step 2,
Steps 11,12 using Step 12 to become new step 3.

All new employees would be placed into the new step one.

Effective July 1, 2007 increase rates two (2%) percent

10.03 Retro Active Pay - Effective two weeks after ratification present unit members who were employed between December 2002 and June 30, 2006 will receive lump sum retroactive settlement equal to that sixty-five (65%) percent of loss wages (base salary) and step increases as of the wage schedule negotiated between the Commonwealth Agreement and MOSES (in accordance with Article 10.01) for the raises granted on January 9, 2005, July 1, 2005, and July 1, 2006. Such settlement will not include sums for the calculation of retroactivity for overtime or other compensation.

10.04 Withdrawal of Grievances, MUP, etc. The Union agrees to waive and forego any claim, grievance, arbitration or appeal regarding wage/step increases from the prior collective bargaining agreement(s).

ARTICLE 11

HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

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

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

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

11.07 If an employee has left his place of employment after having completed work on his regular shift is called back to work, he shall be paid for each hour worked, in accordance with the Section 2 of this Article, and in no event shall he receive pay for less than the equivalent of three, (3) hours on time and on straight time basis.

In the event the employee's regular working day starts after he is called in and he continues to work up to his regular starting time, he shall be paid for such hours in accordance with Section 2 of this Article and in this event there shall be no three (3) hours minimum guarantee.

Effective July 1, 2006, the above specified Overtime Callback minimum will be changed from three (3) hours to four (4) hours.

ARTICLE 12

MEAL PERIODS:

12.01 All employees shall be granted a meal period of one (1) hour's duration during each work shift, except that between, and including, the dates of June 1 and Labor Day, the lunch period will be one-half (½) hour. Whenever possible the meal period shall be scheduled at the middle of the shift.

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

ARTICLE 13

POSITION IN HIGHER CLASSIFICATION:

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

ARTICLE 14

PAID HOLIDAYS:

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

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

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

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

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

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

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

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

ARTICLE 15

EMERGENCY LEAVE:

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

ARTICLE 16

SICK LEAVE:

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

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

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

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

16.02 GRANTING GENERALLY:

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

16.03 SIX MONTHS OF EMPLOYMENT REQUIRED:

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

16.04 ACCRUED MONTHLY CREDIT GENERALLY:

An employee in the service of the City shall be allowed a credit of one and one fourth (1¼) sick leave days with pay per each completed month of service. An employee shall be entitled to sick-leave payment starting with the seventh (7th) month of completed service.

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

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.

16.06 MAXIMUM ACCUMULATION:

EXTENSIONS:

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

16.07 ELIGIBILITY AND PROCEDURE GENERALLY

FOR OBTAINING LEAVE:

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

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

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

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

If an employee is terminated for other reasons than fault of his and not subsequently reinstated or re-employed, within two years, shall be credited with accrued sick-leave due at the time of termination.

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

16.09 SICK-LEAVE CONVERSION UPON RETIREMENT OR DEATH:

(A) Upon retirement or death, an employee irrespective of the position held, shall be paid at the rate of fifteen (\$15.00) dollars per day for all sick leave accrued by said employee at the time of the employee's death while in the service of the City, or retirement from municipal service. Such payment will be made in one sum, provided further that in the event of death, the sum that otherwise would have been payable to the employee, shall be paid to the person whom such employee has designated as his beneficiary on his municipal life insurance policy, and if none, then to his estate.

(B) **Effective July 1, 2006** increase Sick leave conversion rate from fifteen (\$15) dollars to thirty dollars (\$30.00) per day for accrued sick leave.

(C) **Effective July 1, 2007:** Notification with regard to intention to retire and receive sick leave buy-back will occur as follows:

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

notice is given if funds are available in sick leave buy-back budget items, but such payment shall not establish a precedent.

2. Employees who state an intention to retire under this section but who subsequently chose not to retire shall retain all rights and benefits due to them under law and this Agreement.
3. This section shall not apply to employees who separate from service due to death or disability.

16.10 EMPLOYEE RECORDS AND INFORMATION: MANNER OF MAKING PAYMENTS:

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

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

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

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

16.11 PHYSICAL EXAMINATIONS:

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

16.12 INCENTIVE LEAVE:

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

The calendar year is hereby broken done 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 and December 31 inclusive.

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

Such earned incentive day shall be taken within the next succeeding incentive period. There will be no accumulation of an earned incentive day to the any succeeding incentive period. The manner in which the day earned will be taken fill be in accord with the provisions of Article 17, Vacation Policy, set forth in this contract.

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

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

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

- 1) Absence due to sick leave beyond one day 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.

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

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

ARTICLE 17

PERSONAL LEAVE:

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

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

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

ARTICLE 18

18.01 LEAVES OF ABSENCE WITHOUT PAY - MATERNITY LEAVE

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

18.02 MILITARY LEAVE: WITHOUT/PAY

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

18.03 EDUCATIONAL LEAVE: WITHOUT PAY

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

18.04 MAINTENANCE OF RIGHTS:

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

18.05 REQUEST FOR LEAVE GENERALLY:

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

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

ARTICLE 19

19.01 LEAVES WITH PAY: MILITARY LEAVE

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

19.02 UNION LEAVE:

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

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

19.04 INDUSTRIAL ACCIDENT HEARINGS:

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

19.05 BEREAVEMENT LEAVE:

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

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

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

of the employee at the time of death or at the commencement of the final illness or accident.

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

19.06 CIVIL SERVICE EXAMINATIONS:

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

19.07 REQUESTS FOR LEAVE, GENERALLY:

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

ARTICLE 20

20.01 VACATION POLICY:

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

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

20.02 An employee who has been employed by the City of Springfield for six (6) months or more, but who does not qualify for a full vacation under Article 19, Section 20.01 on June 1st, shall be granted paid vacation leave as follows for each aggregate week he has actually worked for the City during the twelve (12) months preceding the first of June in such year:

1. Employees with service of six (6) months but less than five (5) years, one-third working day.
2. Employees with service of five (5) years but less than ten (10) years, one-half day.
3. Employees with service of ten (10) years or more, two-thirds of a working days.

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

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

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

20.03 Whenever the employment of any person subject to 20.01 is terminated during a year by dismissal through no fault or delinquency on his part or by resignation, retirement or death, without his having been granted the vacation to which he is entitled under such Section 20.01, he, or in the case of his 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 therefore.

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

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

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

ARTICLE 20

21.01 EVALUATION OF PERSONNEL AND PERSONNEL FILES

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

be used for the purpose of the employee evaluation is attached to the agreement and marked as Appendix "C".

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

ARTICLE 22

22.01 INDEMNIFICATION:

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

ARTICLE 23

23.01 PROTECTIVE CLOTHING:

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

ARTICLE 24

24.01 LABOR-MANAGEMENT MEETINGS:

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

ARTICLE 25

25.01 EXTREMES OF WEATHER:

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

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

ARTICLE 26

26.01 MANAGEMENT RIGHTS:

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

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

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

ARTICLE 27

27.01 MISCELLANEOUS PROVISIONS:

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

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

27.03 Access to Premises: The employer agrees to permit representatives of the Service Employees International Union Local 888 to enter the premises in non-work areas at reasonable times upon proper notification i.e. not less than four (4) hours for individual discussion of working conditions with employees in non-work periods provided care is exercised by such representatives that they do not interfere with the performances of duties assigned to the employees, not enter restricted area or areas of security.

27.05 Residence: The parties agree that employees hired after March 17, 1995 will be subject to the City Council Ordinance on residency effective that date. All unit members hired prior to the passage of the March 17, 1995 City Residency #: 54675

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

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

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

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

27.08 Grievances

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

27.09 MUP Withdrawal:

The Union hereby withdraws the grievance(s)/arbitrations and/or Unfair Labor Practice allegations MUP 05-4395 regarding Wage Freeze and or Health

Insurance. City is only obligated to the financial commitments negotiated in this memorandum.

27.10 This Agreement is subject to Ratification by the Union and the Springfield Finance Control Board.

27.11 Half Day Increments

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

ARTICLE 28

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

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

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

strike, work-stoppage, slow-down or withholding of services, and to return to work forthwith.

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

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

ARTICLE 29

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

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

ARTICLE 30

30.01 DURATION: This agreement shall become effective on the first day of **July 1, 2005** and shall remain in full force and effect to and including **June 30, 2008**.

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

**The City of Springfield/Springfield
Finance Control Board**

**SEIU Local 888- Springfield
Civil Engineer**

Charles V. Ryan, Mayor

Peter Shumway, President

Philip Puccia, Executive Director
Springfield Finance Control Board

Louis DeCaro, Vice President

Certified for Appropriation:

Deputy City Auditor

**Proper Form and
Properly Executed:**

Associate City Solicitor

Reviewed by:

Mary T. Tzambazakis, Chief Financial Officer

Date: _____ Day of _____ 2007

APPENDIX B

REGULATIONS GOVERNING THE ADMINISTRATION OF SALARY PLAN

Section 1: ENTRANCE PAY:

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

Section 2: ANNUAL STEP RAISES:

A. ELIGIBILITY

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

B. ANNIVERSARY DATE

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

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

Section 3: ELIGIBILITY FOR STEP RAISES:

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

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

Section 4: CHANGE IN CLASSIFICATION:

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

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

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

D. An employee serving on a part-time basis as certified by the appointing authority shall be entitled to step raises in the proportion that his service bears to full time service. A step raise shall be granted upon the completion of the required equivalent of one years full time service.

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

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

SEIU LOCAL #888 SPRINGFIELD CIVIL ENGINEERS

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AGREEMENT

BETWEEN

**THE CITY OF SPRINGFIELD/
SPRINGFIELD FINANCE CONTROL BOARD**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNIT
LOCAL #888
SPRINGFIELD CIVIL ENGINEERS**

EFFECTIVE DATE: JULY 1, 2005

TERMINATION DATE: JUNE 30, 2008

AGREEMENT

BETWEEN

**THE CITY OF SPRINGFIELD/
SPRINGFIELD FINANCE CONTROL BOARD**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNIT
LOCAL #888
SPRINGFIELD CIVIL ENGINEERS**

EFFECTIVE DATE: JULY 1, 2008

TERMINATION DATE: JUNE 30, 2011

AGREEMENT

BETWEEN

**THE CITY OF SPRINGFIELD
SPRINGFIELD FINANCE CONTROL BOARD**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNIT
LOCAL #888
SPRINGFIELD CIVIL ENGINEERS**

EFFECTIVE DATE: JULY 1, 2011

TERMINATION DATE: JUNE 30, 2012

MEMORANDUM OF AGREEMENT

Between

CITY OF SPRINGFIELD

And

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 888 ON BEHALF OF
THE CITY OF SPRINGFIELD CIVIL ENGINEERS**

The parties agree to amend the NAGE agreement with City of Springfield dated January 1 2000, to December 31, 2002 with the following changes:

1) **Replace** "NAGE" with "SEIU Local 888"

2) **Duration:**

First successor agreement: July 1, 2005 to June 30, 2008

Second successor agreement July 1, 2008 to June 30, 2011

Third Successor agreement July 1, 2011 to June 30, 2012

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

3) **Insurance** Article 27.07 Amend

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

4) **Wages** Article 10 (combined with previous proposal #7)

The Parties agree to delete the first and third paragraphs of Article 10 severing the wage relationship between this union and the wage rates earned by the Massachusetts Organization of Scientists and Engineers. This Union agrees to support to home rule legislation to eliminate the wage connection between the City of Springfield and M.O.S.E.S.

First Contract - The City proposes effective July 9, 2006 using the MOSES rates of pay as of July 1, 2006 modified into a three step plan:

Steps 1-5, using Step 5 to become new step 1,
Steps 6-10, using Step 10 to become new step 2
Steps 11,12 using Step 12 to become new step 3

All new employees would be placed into the new step one.

Effective July 1, 2007 increase rates two (2%) percent

Second Contract:

Effective July 1, 2008 increase rates two (2%) percent
Effective July 1, 2009 increase rates two (2%) percent
Effective July 1, 2010 increase rates two (2%) percent

Third Contract

Effective July 1, 2011 increase rates two (2%) percent

5) Withdrawal of Grievances, MUP, etc. The Union agrees to waive and forego any claim, grievance, arbitration or appeal regarding wage/step increases from the prior collective bargaining agreement(s).

6) Retro Active Pay - Effective two weeks after ratification present unit members who were employed between December 2002 and June 30, 2006 will receive lump sum retroactive settlement equal to that sixty-five (65%) percent of loss wages (base salary) and step increases as of the wage schedule negotiated between the Commonwealth Agreement and MOSES (in accordance with Article 10.01) for the raises granted on January 9, 2005, July 1, 2005 and July 1, 2006. Such settlement will not include sums for calculation of retroactivity for overtime or other compensation.

7) Article 16 Sick Leave 16.09 Effective July 1, 2006 increase Sick leave conversion rate from fifteen (\$15) dollars to thirty dollars (\$30.00) per day for accrued sick leave.

Add the Following Language - Effective July 1, 2007

Notification with regard to intention to retire and receive sick leave buy back will occur as follows:

- a. An employee who wishes to retire shall provide written notification of his or her intention to retire, specifying a tentative date, to their Department Head by December 1 of the fiscal year prior to the fiscal year of retirement. An employee who gives the required notice in a timely manner shall receive sick leave buy back at retirement. If the employee fails to give the requisite notice by December 1, the City will not be required to make the buy-back payment until a supplemental budget can be approved which contains said payment. Notification of sick leave buyback for a supplemental budget must be received at least three weeks prior to filing said supplemental budget. The City may make partial or full payments of sick leave buy-backs when insufficient notice is given if funds are available in sick leave buy-back budget items, but such payment shall not establish a precedent.
- b. Employees who state an intention to retire under this section but who subsequently chose not to retire shall retain all rights and benefits due to them under law and this Agreement.
- c. This section shall not apply to employees who separate from service due to death or disability.

8) **Grievances**

SEIU Local Engineers agree to withdraw all pending grievances/arbitrations.

Including the Water/ Sewer Department, Supervisor Grade 5A, etc.

9) **Half Day Increments**

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

10) **Article 9 Vacancies**

9.01 Add - The City of Springfield is not compelled to post vacancies that it does not intend to fill. The Employer, consistent with State and local laws, and ordinances, will fill

vacancies by selecting the most qualified candidate.

2nd Paragraph Replace with the following:

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

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

11) MUP Withdrawal

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

12) **Article 20 Vacation** - Delete Article 20.04 regarding "Advanced Vacation pay"

13) **Article Overtime 11.07** Effective July 1, 2006 Overtime Call Back Minimum – change three (3) hours to four (4) hours.

14) **This Agreement is subject to**

Ratification by the Union and the Springfield Finance Control Board.

**For the City of Springfield
Springfield Finance Control Board**

Philip Puccia, Executive Director

SEIU Local 888

Maurice Penn, Union Representative

Peter Shumway, Local President

Date September , 2006

Article 30 Duration

In the event a different bargaining agent is certified following a contested representation election, this contract will terminate upon such change in certification, or on June 30, 2008 whichever is later.

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

conduct, and the Union agrees that it will not oppose or interfere with such legal action by the employer.

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

ARTICLE 29

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

29.02 The failure of the employer or the Union to insist in any one or more incidents upon performance of any of the terms or conditions of this agreement

shall not be considered as a waiver or relinquishment of the employer or of the Union to future performance of any such term or condition and the obligation of the Union and the members to such future performance shall continue in force and effect.

ARTICLE 30

30.01 DURATION: This agreement shall become effective on the first day of **July 1, 2008** and shall remain in full force and effect to and including **June 30, 2011**.

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

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shall not be considered as a waiver or relinquishment of the employer or of the Union to future performance of any such term or condition and the obligation of the Union and the members to such future performance shall continue in force and effect.

ARTICLE 30

30.01 DURATION: This agreement shall become effective on the first day of **July 1, 2011** and shall remain in full force and effect to and including **June 30, 2012**.

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

DRAFT