

C#20180575

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF SPRINGFIELD**  
**AND**  
**NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**  
**LOCAL 1-021**  
**BUILDING INSPECTORS**

**EFFECTIVE DATE: JULY 1, 2017**  
**TERMINATION DATE: JUNE 30, 2018**

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**AGREEMENT**

**BY THE**

**CITY OF SPRINGFIELD**

**AND**

**NATIONAL ASSOCIATION OF GOVERNMENT UNION, LOCAL 1-021**  
**SPRINGFIELD BUILDING INSPECTORS**

**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 National Association of Government Employees Local 1-021 Springfield Building Inspectors, 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 recognizes the UNION as the sole and exclusive bargaining agent pursuant to General Laws, Chapter 150 E for the purpose of establishing salaries, wages, hours and other conditions of employment.

The positions so affected are as follows:

1. Senior Plumbing and Gas Fitting Inspector
2. Senior Wiring Inspector
3. Senior Building Inspector
4. Plumbing and Gas Fitting Inspector
5. Wiring Inspector
6. Building Inspector

**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 condition 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 all collective bargaining agreements entered into by the City or School Department

be subject to and incorporate the provisions of said Section 6.

**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 shall notify the Employer of any changes.

There shall be one UNION Steward for each physical location or shift at such locations.

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

**ARTICLE 4 DISCRIMINATION AND COERCION.**

**4.01** There shall be no discrimination by the Municipal Employer, its representative 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.

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 within the bargaining unit and shall be responsible for representing the interests of all such employees, without discrimination and without regard to employee organization membership.

**ARTICLE 5 CIVIL SERVICE:**

**5.01** 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.

**5.02** The UNION further reserves the right to represent employees under any such established procedure.

## **ARTICLE 6 DISCIPLINARY ACTION:**

**6.01.** No disciplinary action shall be taken against any employee who has completed their probationary period, except for just cause.

**6.02.** If it shall be necessary for a supervisory person to instruct, direct or reprimand any employee, it shall be done in a manner which will not unduly embarrass the employee before the public or his/her fellow employees.

**6.03.** When an employee commits an offense warranting disciplinary action, his/her supervisor may begin disciplinary action in any of the steps listed below, depending on the seriousness of the offense:

**A.** An incident, if not in itself serious enough to warrant a written reprimand, suspension, or discharge, a problem solving session is held. A verbal warning for just cause is given with written documentation. The Employee is advised that another incident will result in further disciplinary action. A verbal warning is not in itself grievable.

**B.** A second incident, if not in itself serious enough to warrant a suspension or discharge, a written warning for just cause may be issued. The Employee is advised that another incident will result in further disciplinary action. The Employer may inform the employee of the Employee Assistance Program. A written warning is not in itself grievable.

**C.** A subsequent incident or incidents, if not in itself serious enough to warrant a longer suspension or discharge, a suspension for just cause without any pay may be issued. The Employee is advised that another incident may result in further disciplinary action or discharge. If so requested, a hearing will be granted. A supervisory referral may be made to the Employee Assistance Program.

**D.** A subsequent incident or incidents, if not in itself serious enough to warrant discharge, a discharge for just cause may be issued. A hearing may be requested by the employee. If so requested, a hearing will be granted.

**6.04.** Notwithstanding the above Section 6.03 any serious incident may result in immediate discharge if there is just cause.

**6.05.** A written notice of each incident and disciplinary measures taken will be forwarded to the Director of Human Resources and Labor Relations with a copy to the Association and a copy will remain on file in the employee's file.

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

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

Except for a verbal or written reprimand, any disciplinary action may be appealed.

**6.07.** If covered by Civil Service, permanent Civil Service employees are entitled to a Civil Service hearing under MGL Chapter 31, sections 41- 45. The employee must make a choice of remedy if he/she appeals disciplinary action before proceeding to Step 3 Arbitration and may not pursue the appeal by both venues.

**6.08** When an employee is given notice of a warning, suspension, or a hearing, the employee is required to sign the document acknowledging receipt of the document. Acknowledgment does not constitute admission or agreement.

**6.09.** If a verbal or written reprimand is the basis of a subsequent greater disciplinary action, such verbal or written reprimand may be subject to review by the arbitrator.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE:**

**7.01** Only matters involving the question whether the Employer is complying with the express provisions of this Agreement shall constitute a grievance under this Article.

**7.02** Grievances shall be processed as follows:

**Step 1.** A grievance shall be presented in writing to the Building Commissioner or his Designee within twelve (12) calendar days after the Inspector or the Association knows or should have known of the occurrence. The Commissioner or his Designee shall attempt to resolve the grievance to the satisfaction of the parties at a conference to be mutually scheduled within ten (10) calendar days from the date of presentation. If the grievance is not resolved at the conference, the Building Commissioner or Designee, shall submit an answer in writing within ten (10) calendar days after the date of the conference.

**Step 2** If the grievance is not settled at the Step 1 level, the grievance shall within ten (10) calendar days from the answer of the Building Commissioner or designee, be submitted to the Human Resources and Labor Relation Department. The Human Resources and Labor Relation Department shall then mutually schedule a conference

within ten (10) calendar days to resolve the grievance. If the grievance is not resolved at this conference, Human Resources and Labor Relation Department shall submit an answer in writing within ten (10) calendar days after the date of the conference.

**Step 3.** If the grievance is not resolved at the Step 2 level, the Association may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) days after the answer by the Human Resources and Labor Relation Department at the Step 2 level. Within the aforesaid thirty (30) calendar days period, written notice of said submission must be given to the Employer by delivery in hand, or by mail to the Department Head.

### **7.03 Arbitration:**

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 Commonwealth of Massachusetts Division of Labor Relations shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said Division of Labor Relations. Expenses for the arbitrator's services shall be shared equally by the parties.

### **7.04 Grievance Forms:**

Written submissions of grievances at Step 1 shall not be in less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Association 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.

### **7.05 Grievance Time Limits:**

If the grievance is not presented or processed within the time limits prescribed in this Article by the grievant or the UNION, said grievance shall be deemed to have been waived.

### **7.06 Past Grievances:**

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.

**7.07 Power of the Arbitrator:**

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.

**7.08 Arbitrator's Award:**

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.

**7.09** The discipline or discharge of an employee whose office or position is classified under the Civil Service Law and Rules shall not be 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 a grievance or arbitration procedure hereunder.

**7.10** If the Employer fails to answer the grievance within the specified time limitations, the UNION may present the grievance to the next step.

**ARTICLE 8 SENIORITY:**

**8.01** 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.

**ARTICLE 9 WAGES:**

**9.01 Rates of Pay:**

- A. A wage schedule ("13") setting forth the rates of the various classifications covered by this Agreement, shall be attached hereto and made a part of this Agreement. The wage schedule shall be known as "Appendix A."  
Retroactivity is limited to employees on payroll on the effective date and on the date of ratification by the Springfield City Council.

**9.02 Clothing Allowance:** Each member of the bargaining will receive a one hundred (\$100.00) dollar clothing allowance during the first quarter of each fiscal year. Each member of the bargaining unit will be given five (5) work shirts in FY-2013 and five (5) work shirts in FY 2014. Said shirts must be worn while at work. Effective 7-1-15 employees will be required to wear khaki pants as a part of their uniform.

**9.03 Injured Employee:** An employee suffering an injury arising out of and in the



course of his employment and who is required to leave the job site will be paid to the end of the day. The unworked time may be paid under the Sick Leave Article.

**ARTICLE 10 HOURS OF WORK AND OVERTIME**

**10.01** The hours of work for members of the unit shall consist of seven and one half (7 ½) hours per day, Monday thru Friday. The work week shall consist of thirty-seven and one-half (37 ½) hours per week exclusive of a forty-five (45) minute lunch daily. The work day shall consist of the following:

Start Work.....8:15 am  
Office Time until.....9:00 am  
45 minute Lunch Period (unpaid)  
Office Time.....4:00 pm to the end of the day  
End of the work day.....4:30 p.m.

The alternate schedule of

Start Work.....7:00 am  
Office Time until.....7:45 am  
45 minute Lunch Period (unpaid)  
Office Time.....2:45 pm to the end of the day  
End of the work day.....3:15 pm.

The Commissioner may allow some flexibility to the above work hours on an individual basis at his sole discretion. Any approval of flex hours may be withdrawn by the Commissioner with two weeks' notice to the employee.

In lieu of reporting to the office at the beginning and the end of the work day, the employer reserves the right to issue tough books or similar devices for use in the field, including the right to have employees punch in from the field.

At the Employer's sole discretion, the work week may be increased to forty (40) hours per week. If the Employer opts to increase the work week to forty (40) hours per week, it will give the Union thirty (30) calendar days of advance notice before implementing the forty (40) hour per week schedule. It is also the Employer's sole discretion to revert back to a thirty seven and one-half (37.5) hours per week schedule. If the Employer opts to revert back to a thirty seven and one-half (37.5) hours per week schedule it will give the Union thirty (30) calendar days of advance notice before implementing the thirty seven and one-half (37.5) hours per week schedule. The parties agree that the employer is not obligated to bargain over the decision or impact of moving to a forty (40) hours per week schedule or reverting back to a thirty seven and one-half (37.5) hours per week schedule. The parties also agree that should the Employer determine that it will revert back to a thirty seven and one-half (37.5) hours per week schedule, the Union may send the Employer written alternatives to reverting back which the Employer may consider.

If the Employer opts to have a forty (40) hours per week schedule, the regular work day will be as follows:

Start Work.....7:45 am  
Office Time until.....8:30 am  
45 minute Lunch Period (unpaid)  
Office Time.....3:45 pm to the end of the day  
End of the work day.....4:30 pm

Or the alternative schedule of

Start Work.....7:00 am  
Office Time until.....7:45 am  
45 minute Lunch Period (unpaid)  
Office Time.....3:15 pm to the end of the day  
End of the work day.....3:45 pm.

**10.02** All overtime work or service in excess of the regularly scheduled hours of employment shall be under the exclusive control and direction of the Building Commissioner of the City of Springfield who may grant compensatory time off for such overtime service in the exercise of the Commissioner's discretion in lieu of overtime compensation.

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

**10.04.** All overtime service at the direction of the Commissioner or his Designee, 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.

**10.05 (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 4 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 basis. In the event the employee's regular work day starts after he/she is called in and he continues to work up to his/her starting time, he/she shall be paid for such hours in accordance with Section 4 of this Article and in this event there shall be no three (3) hour minimum guarantee.

**(B)** If an employee works overtime at the direction of the Commissioner or his designee, he/she shall receive in addition to his/her regular weekly compensation, time and one half (1½) pay for each hour worked on such Holiday, and in no event shall he/she receive less than four (4) hours pay on a time and one half (1½) basis.

**10.06** 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.

**ARTICLE 11 POSITION IN A HIGHER CLASSIFICATION:**

**11.01** 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.

Bargaining unit members when temporarily assigned to the position of Director or Deputy of the Department will receive the rate of pay of those respective positions after serving in the position for thirty (30) calendar days.

**ARTICLE 12 PAID HOLIDAYS:**

**12.01** 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	

**12.02** 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.

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

**12.04** 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.

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

## **ARTICLE 13 VACATION POLICY:**

**13.01** 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 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; and provided further that employees who have a total period of twenty (20) years or more in the aggregate shall be granted an annual vacation of five (5) weeks without loss of pay. Such vacations shall be granted by the Employer at such time as in its opinion will cause the least interference with the performance of the regular work of the city. A vacation period exceeding the normal two week block may be granted to an employee at the exclusive discretion of the department head, such discretion shall not be subject to the grievance procedure.

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

**13.03** 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 13.01 on June 1, 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 working day.
- 3) Employees with service of ten (10) years or more, two-thirds of a working day.

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

In no case may the partial vacation so earned exceed the vacation the employee would have been entitled to had he actually worked the full thirty (30) weeks. Partial vacations are not to be considered earned or granted until June 1st of a given year.

**13.04** Whenever the employment of any person subject to 13.01 is terminated by dismissal, or by resignation, retirement or death, without his having been granted the vacation to which he is entitled under Section 13.01, 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 is no such designated beneficiary, the estate of the deceased.

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

**13.06** 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.

**13.07** 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 provided further, that the number of paid weeks in the working year is not exceeded. (This same provision will apply to a holiday as set forth in clause 12.04)

#### **ARTICLE 14 SICK LEAVE :**

**14.01** For the purpose of this Article, 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.

**A Half-Day:** Any period equal to or less than one-half of the normal working hours 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.

**14.02** No sick-leave pay shall be granted during the first six (6) months of employment. 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 starting at the completion of the seventh month. Employees hired after July 1, 2012 shall accrue sick leave at the rate of one (1) day per month of completed service. This clause is subject to extensions by the Human Resources and Labor Relations Director.

**14.03** 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.

**14.04** In order to be eligible to receive sick leave payments, an employee shall notify or cause notice to be given to his immediate supervisor within the first hour of absence. Failure to give such notice shall be deemed sufficient reason for the denial of sick leave payments.

For periods of sick leave absences of three (3) or more consecutive work days, an

employee shall furnish evidence in the form of a physician's certificate for the cause of such absence. This physician's certificate must be furnished to his immediate supervisor 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.

**14.05** 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 suspended for reasons other than fault of his own and is subsequently reinstated or re-employed, he shall be credited with accrued sick leave due at the time of such suspension.

**14.06** An employee in the service of the City shall accrue a credit of one and one-fourth (1¼) sick leave days with pay per each completed month of service (employees hired after July 1, 2012 shall accrue sick leave at the rate of one (1) day per month of completed service) provided further that anything herein to the contrary notwithstanding, in any calendar month in which an employee accumulates three (3) or more separate absences, due to illness and/or any unauthorized absence whether with or without pay, such employee shall not accrue such credit nor be entitled to said one and one-fourth (1¼) sick leave days (one (1) day per month for employees hired after July 1, 2012) 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 immediately following said absence.

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

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

**14.08 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 direction, be subject to discipline up to and including discharge. The employee does not waive any appeal rights.

## **ARTICLE 15 PERSONAL LEAVE**

**15.01** An employee shall have the limited option to use up to three (3) days annually of the unused sick leave accumulated pursuant to Article 14.06 in the form of personal leave.

**15.02** In order to be eligible to take such personal leave the employee must request and gain approval from the Department Head twenty-four (24) hours in advance of taking such leave. Upon the absolute discretion of the Department Head, in the event of an emergency an employee may request taking one (1) personal day by notifying the Department Head within the first hour of his/her regularly scheduled work day. An "emergency" shall mean circumstances which endanger the lives, health, or safety of employees, the public, and or property.

**15.03** 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. 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 16 INCENTIVE LEAVE**

**16.01** 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.

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 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 buy back.

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 workmen'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 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 Industrial Accident Board hearing.

#### **ARTICLE 17 BEREAVEMENT LEAVE :**

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

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

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

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

**D)** Bereavement leave will be granted upon the death of an uncle, aunt, or first cousin of the member of the UNION, or his spouse, on the date of the funeral, if such relative is not living in the household.

**E)** In the instance of the death of a brother-in-law or sister-in-law, of any 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; the employee's sister's husband, the employee's brother's wife, spouse's sister's husband, spouses brother's wife.

#### **ARTICLE 18 MILITARY LEAVE:**

**18.01** In accordance with Chapter 33, Section 59 of the General Laws, any employee



covered by this contract during the time of his service in the armed forces of the Commonwealth or during his annual tour of duty 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.

### **ARTICLE 19 PRE-CANCER SCREENING**

**19.01** 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.

**19.02** 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 & Human Services Department for screening.

**19.03** Employees may be required to submit medical documents verifying the employee's screening.

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

### **ARTICLE 20 OTHER LEAVES WITHOUT PAY:**

**20.01** Leaves of absence without pay apply only to permanent employees.

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

1. 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.
2. A leave of absence on account of military service.

**20.03** The following leaves of absence for employees who have completed their probationary periods must have the approval of the Director of Civil Service and be recommended by the Employer:

1. A leave of absence beyond three (3) months or extension of leave of absence.
2. A leave of absence for the purpose of attending school or college for further education under the G.I. Bill of Rights, or for the purpose of employment as a rehabilitation trainee.

**20.04** Employees may be entitled to leave under the Small Necessities Leave Act. Any denial of said is not subject to the grievance/arbitration procedure.

**20.05** Employees may be entitled to leave under the Family and Medical Leave Act. Any denial of said is not subject to the grievance/arbitration procedure.

**ARTICLE 21 WORKER'S COMPENSATION:**

**21.01** 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 personnel file and one copy forwarded to the Worker's Compensation Agent for the City of Springfield as soon as practicable. (sample form -see Appendix "B" attached)

Each member of the UNION, insofar as applicable, shall be covered by the Worker's Compensation Laws of the Commonwealth of Massachusetts.

**ARTICLE 22 INDUSTRIAL ACCIDENT HEARINGS:**

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

**ARTICLE 23 CIVIL SERVICE EXAMINATIONS:**

**23.01** 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 24 OCCUPATIONAL MEETINGS OR SEMINARS:**

**24.01** Members of the UNION shall have the right to attend meetings or seminars relating to their respective positions in equitable numbers as determined by the Commissioner without loss of pay, in addition to those meetings as required by Massachusetts General Laws Chapter 143 Section 99. Vehicle expenses including tolls and meal allowance will be reimbursable from the City. Members of the bargaining unit who are required to attend classes or seminars as a condition of maintaining professional licenses/certification outside the regular hours of work will be given an equal amount of "compensatory" time off with pay from their work schedule. The time off insofar as possible will be granted at the time most desired by the employee, but the final right to the allotment of compensatory time is reserved to the employer (Department Head).

**24.02** The employer will reimburse a unit member for dues in "Trade Associations" peculiar to the unit members' expertise as follows:

1. Building Officials of Massachusetts (7) \$60.00 annually.
2. Municipal Electrical Inspectors of Massachusetts & Rhode Island Association (5) \$10.00 annually.
3. New England Plumbing & Gas Inspectors Association Inc. (3) \$15.00 annually.

**24.03** If during the period of the contract thereof such dues are increased or decreased; the reimbursement by the city shall reflect a reasonable change.

**24.04** Authorized fees, seminar cost or costs arising out of educational conferences or courses related to employment with prior approval of the Department Head will be reimbursed to the unit member, as well as incidental travel costs pertaining thereto, up to three hundred (\$300.00) dollars per man per year.

#### **ARTICLE 25 GROUP INSURANCE PLAN :**

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

**25.02** The Union agrees to the Health Insurance Plan implemented by the City of Springfield on April 1, 2005. The union agrees to waive and forego any claim, grievance, arbitration or appeal regarding the change in health insurance benefits implemented April 1, 2005.

**25.03** The Union agrees to endorse and support any effort to transfer health insurance to the Commonwealth's Group Insurance Commission.

#### **ARTICLE 26 CLASSIFICATION PLAN AND PAY RATES:**

**26.01** In this Agreement and made part of it as "Appendix A", shall be established a Classifications and Pay Plan for employees covered by the bargaining unit. It shall list all positions covered by this Agreement by title along with the wages for each position.

#### **ARTICLE 27 MISCELLANEOUS PROVISIONS :**

**27.01 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 written material on such bulletin board.

**27.02** 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.

**27.03 No Discrimination:** The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age and those persons shall receive the full protection of this Agreement.

**27.04 Negotiations Committee:** The City agrees to allow three members of the UNION Negotiating Committee to attend contract negotiating meetings during their on-duty hours without the loss of compensation or other remuneration.

**27.05 Safety Equipment** - City agrees to provide eye glass covers.

**27.06 Labor Management Committee:** The following issues will be discussed during the term of the agreement: Upgrading, Residency, Domestic Violence, and Sexual Harassment.

**27.07 Reductions in Force:** The employer agrees that for Year One (FY-13) there will be no reductions in force ( e.g. layoff, privatization, reduction in hours, /days/week/s months etc.) The employer will notify the Union thirty (30) days prior to any reductions in force.

**27.08 Ratification:** This Agreement is subject to Ratification by the Union and the City of Springfield.

**27.09 Use of Technology:** The Union agrees to use technology devices, software programs and other management recommended practices in the delivery of inspectional services. Management agrees to discuss and provide training on such devices, programs and other practices prior to their use.

**27.10 Residency-**The parties agree that all employees hired after July 1, 2012 are subject to the City ordinances regarding residency as revised and amended

#### **27.11 Uniforms**

- a. Employees who are not required to wear uniforms shall wear neat, clean work attire. Employees are expected to dress in a manner that is normally acceptable in similar environments. Employees should not wear suggestive attire, athletic clothing, shorts, sandals, T-Shirts, novelty buttons, baseball hats, and similar items of casual attire that do not present a workman like appearance.
- b. Hair should be clean, combed, and neatly trimmed or arranged.
- c. Sideburns, moustaches, and beards should be neatly trimmed.
- d. Tattoos, and body piercings (other than earrings) should not be visible.

**27.12 Identification Cards.** If employees are issued identification cards and/or name tags they will be required to wear same while at work.

**27.13 Direct Deposit.** The employer reserves the right to pay all members of the

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

**27.14 Evaluations.** Employees shall be given a copy of their evaluation form at the time they are required to sign it. Employees may be evaluated up to two (2) times per year. Evaluations themselves are not disciplinary action, but they can be used in a disciplinary hearing by either party.

**27.15 Bi-Weekly payroll.** The City may elect to switch to a two (2) week payroll and shall provide the Union and employees with 90 days' notice prior to making the change.

**27.16 Payroll Advices.** The employer may elect to provide payroll advices to employees, on a voluntary basis, electronically. The employer shall provide the Union with 30 days' notice prior to making this change. All employees voluntarily opting for electronic payroll advices shall provide the Payroll Department with an email address (should an email address be necessary) to arrange for the transmission of this information.

## **ARTICLE 28 NO STRIKE:**

**28.01** 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.

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

**28.03** 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.

**28.04** In consideration of the performance by the Union of its obligations under Section 28.03 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.

**28.05** 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.

**28.06** 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 29 STABILITY OF AGREEMENT:**

**29.01** 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.

**29.02** The failure of the Employer or the UNION to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the 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 30 INDEMNIFICATION:**

**30.01** The provisions of Chapter 41, section 100A as well as other applicable laws of the Commonwealth will apply in accord with the provisions of such laws to the indemnification of employees of the bargaining unit.

**30.02** To the extent permitted by law, the Employer agrees to hold any and all Employees harmless, from any and all suits, demands, loss, cost or expense, on account of or in connection with any injury, loss or damage to any person or property arising out of and within the scope of their employment unless it shall be established that willful and wanton conduct is associated with the activity giving rise to such injury or damage.

**ARTICLE 31 AGENCY SERVICE FEE :**

**31.01** In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A. Chapter 150E. s 12), effective thirty (30) days after the signing 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.

**31.02** Such fee shall be paid monthly commensurate with the periodic dues charged by the Springfield Building Department Inspectors UNION to its members. Said fee shall be paid to and collected by the Association Treasurer.

**31.03** 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.

**ARTICLE 32 MANAGEMENT RIGHTS:**

**32.01** The UNION recognizes the right of the City of Springfield to operate and manage the Code Enforcement Department including but not limited to the right to require efficient standards of performance and the maintenance of discipline, order and efficiency, to direct inspectors and determine assignments, to schedule work, to determine the quantity and types of equipment to be used, to introduce new methods to determine whether the whole or any part of the operations shall continue to operate, select and hire employees, to determine qualifications for inspectors, to promote, to demote, suspend, discipline and discharge employees for just cause, to lay off employees for lack of work or other legitimate reasons, to recall employees, to promulgate reasonable rules and regulations. The aforementioned management rights shall not be exercised so as to violate any of the specific provisions of the Agreement or applicable law.

**ARTICLE 33 SAFETY EQUIPMENT:**

**33.01** The employer shall supply all employees with a yellow safety vest, a flashlight and batteries, a hard hat, and eye protection. In the event that this material/equipment is damaged or worn out it shall be replaced by the employer, but the worn out or damaged material/equipment must be submitted to the employer prior to replacement. Lost or stolen material/equipment will be replaced by the employee.

**ARTICLE 34 NEW TECHNOLOGIES AND GPS:**

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

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

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

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

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

**ARTICLE 35 DURATION:**

**35.01** This Agreement shall become effective on the first day of July 2017 and shall continue in full force and effect to and including the 30<sup>th</sup> day of June 2018, 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 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 on or before October 1, 2017. Should either party desiring to terminate or amend 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 Agreement desired. In such event, the parties will confer at least forty-five (45) days following the receipt of such notice. During negotiation for amendments or for a new Agreement, this Agreement shall remain in full force and effect.


**35.02** This Agreement shall terminate on said June 30, 2018, in the event that any petition is filed, pursuant to law, seeking to establish as the collective bargaining agent for employees covered by this Agreement, any agent other than the National Association of Government Employees.

**35.03** Should the City agree to propose and sponsor legislation regarding the term of the collective bargaining agreement(s) (i.e. allowing for contract terms longer than three years in duration). The Union agrees it will endorse and support such legislation.



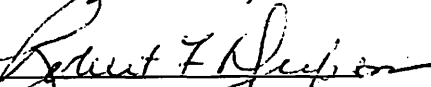
IN WITNESS WHEREOF, the City of Springfield has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Domenic J. Sarno, its Mayor, and the National Association of Government Employees have caused these presents to be signed in its name and behalf by its officers duly authorized this 21 day of March, 2018.

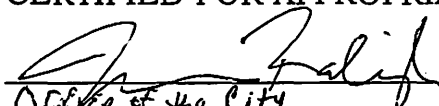
**CITY OF SPRINGFIELD**

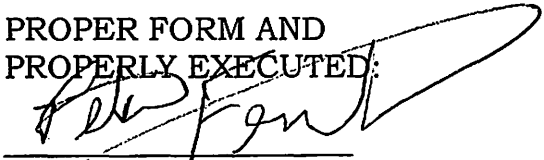
By:   
Domenic J. Sarno, Mayor

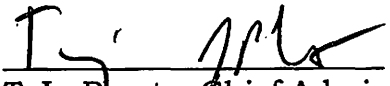
**NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES**

By:   
Robert Williams, President

By:   
Robert Dickson, NAGE

<sup>KKL</sup> CERTIFIED FOR APPROPRIATION: <sup>N/A</sup>  
 3/28/18  
Office of the City  
Comptroller, deputy

PROPER FORM AND  
PROPERLY EXECUTED:  
  
Associate City Solicitor

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

## Appendix A

Effective and retroactive to 7-1-17 increase wages by 2%. In order to be eligible for retroactive monies an employee must be on the City of Springfield payroll as a Building Inspector bargaining unit member on the effective date of the salary increase and on the date of ratification by the Springfield City Council. Should the City desire to move to a 40 hour work week, the salary tables in Appendix A will be increased by six percent (6%) for the time employees are actually working 40 hours per week. The Employer agrees to provide 30 days' notice prior to increasing the schedule to 40 hours per week and reserves the right to reduce the schedule to 37.5 hours per week at any time and at the Employer's sole discretion. Should the Employer desire to reduce the workweek back to 37.5 hours, the Employer will give the Union 30 days' notice. The parties agree that determining whether the schedule is 37.5 hours per week or 40 hours per week is a management decision and that no further bargaining is necessary, including impact bargaining.

Effective July 01, 2017						
<b>Inspector</b>	2% Increase		<b>Step 1</b>		<b>Step 2</b>	<b>Step 3</b>
			0-4*		4-9*	10 plus
			Years		Years	Years
	Weekly		1,042.70		1,160.33	1,281.52
	Annually		54,220.30		60,336.92	66,639.01
<b>Senior Inspector</b>	2% Increase		<b>Step 1</b>		<b>Step 2</b>	<b>Step 3</b>
			0-4*		4-9*	10 plus
			Years		Years	Years
	Weekly		1,123.49		1,253.71	1,382.05
	Annually		58,421.36		65,192.68	71,866.84

\* After completing 4 years go to Step 2

\*\* After completing 9 years go to Step 3

**APPENDIX B**

**CITY OF SPRINGFIELD**

Claim No.

**Notice of Accidental Injury/Occupational Disease**

**THIS REPORT MUST BE SUBMITTED TO THE PERSONNEL DEPARTMENT, SAFETY DIVISION, CITY HALL, WITHIN 24 HOURS OR THE NEXT REGULAR WORK DAY FOR THE PERSONNEL DEPARTMENT AFTER THE ACCIDENT OCCURRED.**

*Print legibly. This is a legal document.*

Data processing codes for items 02 & 03 can be obtained from your payroll clerk or the Data Processing Dept.

02

03

Dept. Division Name (last name first)

05   
Social Security Number

Official Use Only  
07   
Date Received

08   
Date of Accident

09  10  11   
Use: SA, AH, TU, WE, TH, FR, ST  
Age Sex F

18   
No. Incidents

19 Marital Status: (Use One No. in Box 21)  
1-Single 2-Married 3-Separated  
4-Divorced 5-Widowed

21  22   
Time Occurred

Use: A-AH P-PH  
23

24   
Job Title

25   
Immediate Supvr./Foreman (Last Name)

Primary Treatment Sought: (Use One No. in Box 26)  
1-None 2-First-Aid Only 3-Personal Doctor  
4-Hospital Emergency Room

26   
First-Aider/Doctor's Name

Where did the accident occur?

Hospital Name and Location

28  Months  
29  With City

This is to certify that I, while in your employ, sustained an injury or contracted an occupational disease of the following description/nature: (Describe in your own words, in your own hand, the accident and injuries—cause and nature). Be specific.

USE THE REVERSE SIDE IF MORE SPACE IS NEEDED

I understand this report (original copy) must be filled out completely and filed with the Personnel Dept./Safety Division within 24 hours from the occurrence of the accident or the next regular work day for the Personnel Dept./Safety Division. I further realize, it is my responsibility to notify my supervisor/foreman and forward a copy of this report to my department head. I certify that the foregoing information is correct and accurate to the best of my knowledge and that false statements could result in disciplinary or legal action.

Employee's Signature: \_\_\_\_\_

Date of Signature:

OFFICIAL USE ONLY

Incomplete  Complete

Date Sent Back to Employee

29   
CLK #