

AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD

AND

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1459**

EFFECTIVE DATE JULY 1, 2020

TERMINATION DATE: JUNE 30, 2021

United Food and Commercial Workers Union, Local 1459

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AGREEMENT

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 the UFCW Local 1459 Springfield DPW, 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; the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 RECOGNITION:

2.01 The Employer in accordance with the provision of Chapter 150E of the General Laws of Massachusetts, recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all blue collar employees of the City of Springfield certified as the bargaining unit in accordance with the election conducted by the State Labor Relations Commission, MCR 4602, date issued May 28, 1998, as follows:

All full-time and regular part-time blue collar non-professional employees in all City of Springfield departments excluding licensed practical nurses, all employees of the civic center and symphony hall, all building department inspectors, civil engineers, bath attendants and all casual employees, all clerical and white collar administrative employees, all supervisors, foremen, timekeepers, and managerial, confidential and all other employees.

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 a group or

individual for the purpose of undermining the Union or changing any conditions contained in this agreement.

2.03 This collective bargaining agreement shall be subject to and incorporate the provisions of Section 6 of Chapter 656 of the Acts of 1989, so long as said Section 6 shall require that all collective bargaining agreements entered into and by the City or School Department be subject to and incorporate the provisions of said Section 6. Should the state Legislature repeal or modify Chapter 656 of Acts of 1989 during the term of this agreement, this section will be repealed or modified in accordance with such Act.

ARTICLE 3 MANAGEMENT RIGHTS:

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

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

3.03 The parties agree to embrace a management approach "flexibility of assignment" (on a daily basis), which permits a single crew to repair, upgrade or create a solution to a problem at a given site that involves duties and responsibilities that may include work done in water, sewer, roads/bridges, signal etc. This flexibility will lesson or eliminate the need for more than one crew at a given job site. This in effect is the integration of work assignments within the department.

3.04 Yard Waste:

a. The employer may utilize temporary laborers to assist the employer and its existing work force in the collection of yard waste during peak collections periods in the Spring and Fall. It is expressly understood that the employer will only invoke this provisions during peak collection periods and for the purpose of avoiding substantial overtime cost which have characterized yard waste collection efforts during the Spring and Fall in the past.

b. The employer may utilize part time on-call drivers to assist the employer and its existing work force in the collection of yard waste during peak collection periods in the Spring and Fall. It is expressly understood that the employer will only invoke this provisions during peak collection periods and the for the purpose of avoiding substantial overtime cost which have characterized yard waste collection efforts during the Spring and Fall in the past.

c. The Employer may adjust existing collections routes for the purpose of increasing efficiencies of operation including the avoidance of overtime costs. It is expressly understood that, as is currently the case, an employee may not be required to assist other personnel in the completion of their routes. Furthermore, an employee will not be paid any additional money for assisting other crews during the work day unless such assistance causes that employee to exceed his normal work hours.

3.05 In the event that an employee fails to complete his given route more than three (3) times in a month and additional personnel are assigned to assist with the completion of the route, said employee shall be moved to the bottom of the overtime eligibility list for the entirety of the following month. If an employee does not finish his route due to a motor vehicle accident, workers compensation injury to the employee, or mechanical breakdown, this will not count as a failure to complete his route. In the event of multiple employees being moved to the bottom of the overtime list in a given month, the least senior employee shall be at the bottom of the list and then the next least senior shall be just above him, etc.

ARTICLE 4 UNION REPRESENTATIVES:

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

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

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

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

ARTICLE 5 UNION DUES:

5.01 The Employer shall deduct initiation fees and regular dues as established from time to time by the Union, from the wages of each employee who authorizes the Employer in writing to deduct said dues from each paycheck of such employee. Such authorizations will be processed in the next payroll period following the Employer's receipt of the authorization. Monies so deducted will be forwarded to the Union monthly together with a list of employees from whom such deductions were made and the employee's Employer issued identification number. Should the Employee notify the Employer or the Union of any revocation of authorization of Union dues deduction, the informed party will notify the other party.

The Union shall indemnify and save the City harmless from any form of liability or damages that may arise out of complying with any of the provisions of this Article.

ARTICLE 6 BULLETIN BOARDS:

6.01 The Employer shall furnish a bulletin board at the following locations: Tapley Street, Forest Park, the Police Department, the Department of Facilities Management and other locations as may hereinafter be mutually designated. It is agreed that the bulletin board shall be used by the Union for posting information relative to Union officers, elections and, in addition, general union notices. The Union agrees not to post any derogatory material.

ARTICLE 7 NO DISCRIMINATION AND COERCION:

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

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

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

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

7.02 The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex or age. The Union agrees to cooperate with and encourage compliance with the Employer's Affirmative Action Program and Sexual Harassment Policy.

ARTICLE 8 CIVIL SERVICE

8.01 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.

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

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

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

ARTICLE 9 GRIEVANCE PROCEDURES:

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

9.01.A Employees and/or stewards may bring workplace concerns to the attention of their supervisor. Bringing concerns to a supervisor orally is not a part of the grievance procedure.

9.02 Grievances shall be processed as follows:

Step 1. The Union representative with or without the aggrieved employee shall present the grievance in writing to the employee's immediate supervisor outside of the bargaining unit, within eight (8) calendar days of the occurrence of any grievance. The employee's manager or designee shall respond to the grievance in writing within eight (8) calendar days upon receipt of the grievance.

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

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

Step 4. If the grievance is not settled within ten (10) calendar days from date of presentation at the Step 3 level, the Union may submit the grievance to arbitration. Such submission must be made within thirty (30) calendar days after the expiration of the ten (10) calendar days referred to herein.

Within the aforesaid thirty (30) calendar days period, written notice of said submission must be given the Employer by delivery in hand, or by mail to the Labor Relations Department with a copy to the Office of the Mayor.

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

9.03 The Arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be

requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

9.04 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 Union filing the grievances.

If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

9.05 If at the end of twelve (12) calendar days next following either the occurrence of any grievance or the date of the first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been presented as Step 1 of the procedure set forth herein, it shall be deemed to have been waived, the grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance with a Step or to present it to the next Step in the procedure shall not have been taken within the time specified therefore in Section 2 above.

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

9.07 The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning and conclusion. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or ordinance or which

is in conflict with express provisions of this Agreement or any rules or regulations of the Civil Service Commission or of any retirement board established by law.

The award of the arbitrator shall be submitted to the Employer and the Union, and subject to law, shall be final and binding upon the Employer, the Union and the aggrieved employee.

9.08 Choice of Remedy: If, as a result of the written Employer response in Step 2., the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 9 or a procedure such as: Civil Service, Veterans Preference, Fair Employment, MCAD, or a Court of Law. If appealed to any procedure other than Step 3 of Article 9, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 9.

The aggrieved employee shall indicate in writing, directly or through the Union, which procedure is to be utilized – Step 4 of the Grievance Procedure or another appeal procedure, and shall sign, or cause a statement to be signed, to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 (arbitration) of this Article.

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

ARTICLE 10 SENIORITY

10.01 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.

10.02 Except in cases where physical condition or license or classification requirements necessitate, the principal of seniority shall govern and control in all cases within the department of the bargaining unit work force as to preference in assignments to vacancies, shift work, and choice of vacation periods. The promotion preferences and assignments to vacancies and choice of vacations shall be on the basis of qualifications and seniority in accordance with Civil Service law and rules and all other state laws. An employee holding a permanent position will have priority over an employee holding a temporary position in the same classification. The final right of allotment of vacation period is reserved for the Employer in order to insure normal operations.

ARTICLE 11 VACANCIES FOR NON-CIVIL SERVICE EMPLOYEES:

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

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

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

- A) Length of service when being transferred within grade or to a higher grade.

- B) Overall performance and ability. No employee shall be restricted from bidding on any position. If no applicant is qualified the Employer may fill the position from outside the bargaining unit.

11.02 Job Reduction, Lay-off and Recall:

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

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

11.03 Probationary Period:

The first six (6) months of continuous service by a newly hired employee shall constitute such employee's probationary period. At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the Employer.

11.04 Probationary Period (Non-Civil Service Employees): An employee whose office or position is neither classified nor deemed to be classified under Civil Service law and rule and has completed the above (6) six months of continuous service in such position, shall not be discharged or disciplined except for just cause.

ARTICLE 12 WAGES:

12.01 Rates of Pay: There is hereby incorporated and made a part hereof by reference, an Appendix marked "A" (Schedule 19) which contains a schedule of salaries of the members of the bargaining unit during the term of this Agreement.

Effective and retroactive to July 1, 2020 increase wage schedule two percent (2%).

12.02 Shift Differential:

A. Effective July 1, 2014 all employees working on the second shift shall be paid one dollar and ten cents (\$1.10) per hour in addition to their regular rate. All employees working on the third shift shall be paid one dollar and fifteen cents (\$1.15) per hour in addition to their regular rate.

For purposes of determination of shift differential the second shift hours of employment shall be from 4:00 p.m. to 12 midnight and the third shift hours of employment shall be from 12 midnight to 8:00 a.m. In order for an employee to qualify for the shift differential, an employee must actually work a minimum of two (2) hours into the above established 4:00 p.m. to midnight second shift, or the above established 12 midnight to 8:00 a.m. third shift.

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

12.03 Weekend Differential:

Effective July 1, 2014 employees who are scheduled to work at a straight time hourly rate on a Saturday or Sunday shall be paid the weekend premium of one dollar and fifteen cents (\$1.15) per hour.

12.04 Reporting Pay:

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

B. In the event of breakdown, equipment operators shall be provided transportation back to their base.

C. A heavy motor equipment operator or special heavy motor equipment operator who, by reason is reassigned, shall receive his operator rate for the remainder of the day.

D. A Laborer-Refuse Collection Laborer who has attained the age of fifty-five (55) years, and who has actually worked as a Refuse Collection Laborer for at least 1600 hours (40 full weeks) during each of any fifteen (15) calendar years shall be paid at the Refuse Collection Laborer rate on a full-time basis for so long as he continues to hold the Civil Service title of Refuse Collection Laborer.

12.05 Mileage

It is agreed and understood that the City-Employer agrees to pay an allowance of the current IRS business mileage rate per mile to an employee who has been specifically requested to use his own personal vehicle on City business. The use of such personal vehicle must be authorized by the Department Head in advance of the actual use and all claims for reimbursement will be submitted on a form approved by the City Auditor.

Effective September 1, 2005 the above specified mileage reimbursement rates will be increased to thirty (.30¢) cents per mile.

1. **12.06 Tool Allowance**: An annual tool allowance of two hundred (\$200.00) dollars will be made for employees in the following classifications who have to purchase their tools:

Motor Equipment Repairman

Motor Equipment Serviceman

Effective July 1, 2017 the annual tool allowance will be two hundred and fifty (\$250.00) dollars.

12.07 Landfill differential:

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

12.08 Preparation Time Pay:

In the Department of Public Works and the Park Department, Intermittent Foreman, will be eligible for reporting pay only when substituting for absent Foreman. A stipend of six (\$6.00) dollars will be paid per workday for such work preparation time actually worked. It will not be paid unless actually worked and will not be included in basic hourly rate, for the purpose of sick leave benefits, holiday pay for other pay than generally arises out of the basically hourly or weekly rate of compensation. Furthermore, Intermittent Foremen will not be eligible for reporting pay during the winter shift.

12.09 Change in Salary Range: If the salary range assigned to a class is raised, incumbents of all positions in that class shall be placed at the new rate.

12.10 Premium Rates for Certain Motor Equipment Operators:

A. Except as provided below, a Motor Equipment Operator who is employed as Special Heavy Motor Equipment Operator and/or Heavy Motor Equipment Operator shall be paid the premium rates only while actually assigned in the operation of the equipment for these classes.

When engaged in repairing or assisting in repairing of equipment, in other non-operating tasks, he shall be paid his base rate only: Motor Equipment Operator.

B. In a given calendar year, he shall be paid for vacations, if otherwise eligible at an hourly rate to be determined as follows:

1. If he actually worked 1200 hours as a Special Heavy Motor Equipment Operator during the twelve months preceding the first of June in such year, he shall be paid at the rate for Special Heavy Motor Equipment Operator.
2. If B (1) does not apply, but he actually worked 1200 hours as a Motor Equipment Operator (or as a Heavy Motor Equipment Operator and Special Heavy Motor Equipment Operator combined) during such period, during such period he such be paid for Heavy Motor Equipment Operator.
3. If neither B (1) or (2) applies, he shall be paid at his base rate: Motor Equipment Operator.

C. In a given calendar year, he shall be paid for holidays or sick leave, if otherwise eligible at a rate to be determined as follows:

1. If he actually worked 1200 hours as a Special Heavy Motor Equipment Operator during the twelve months preceding the first of June in such year (or in the prior year, if the holiday or sick day occurs before the first of June), or for twenty (20) hours during the calendar week in which the holiday or sick day occurs, he shall be paid at the rate for Special Heavy Motor Equipment Operator;
2. If C (1) does not apply, but he actually worked 1200 hours as a Motor Equipment Operator (or as a Heavy Motor Equipment Operator and Special Heavy Motor Equipment Operator combined) during the pertinent twelve month period, or for twenty (20) hours during the calendar week in which the holiday or sick day occurs, he such be paid for Heavy Motor Equipment Operator.

3. If neither C (1) or (2) applies, he shall be paid at his base rate: Motor Equipment Operator.

D. None of the above, shall apply to an employee who, as of the date of such vacation, sick leave, or holiday is no longer employed as a Motor Equipment Operator.

E. A Special Heavy Motor Equipment Operator who has actually worked in this class for at least 1200 hours during each of any five (5) years shall be paid at the Special Heavy Motor Equipment Operator rate on a full-time basis for so long, as he continues to hold that title and to be capable of, and fully available for actual assignment to, the operation of the equipment characteristic of that class.

F. A Special Heavy Motor Equipment Operator and/or Heavy Motor Equipment Operator who has actually worked (or as a Heavy Motor Equipment Operator and Special Heavy Motor Equipment Operator combined) for at least 1200 hours during each of any five (5) years shall be paid at the Heavy Motor Equipment Operator rate (except when operating special heavy motor equipment) on a full-time basis for so long, as he continues to holds either or both of these titles and to be capable of, and fully available for actual assignment to, the operation of the equipment characteristic of these classes.

12.11 Licenses:

A. The City of Springfield will compensate members of the bargaining unit twenty five cents (\$.25) per hour to employees who maintain a Water Distribution License and Sanitary Collection System Operator.

B. The Park Department will adopt the policies and procedures enacted by the DPW for the CDL license.

C. A valid copy of the licenses (CDL/Water Distribution) will be provided to each respective Department Head annually and will be kept on file.

D. A Massachusetts certified welder will receive twenty-five (\$.25) cents per hour while maintaining said license and being paid as a welder.

E. Commercial Driver's License (C.D.L.)

1. Motor Equipment Operators, Heavy Motor Equipment Operators and Special Heavy Motor Equipment Operators must as a condition of employment:

- a) Hold a valid C.D.L.,
 - b) Be in the Department of Transportation drug and alcohol random testing pool,
- and
- c) Be subject to assignment to CDL equipment.

In consideration of the conditions these classification have had an additional twenty-five (\$.25) cents per hour incorporated into their respective wage schedules.

2. Employees in other classifications other than MEO, HMO, SHMEO who;

- a) Hold a valid C.D.L.,
- b) Are in the Department of Transportation drug and alcohol random testing pool,

and

c) Are subject to assignment to CDL equipment shall receive twenty-five (\$.25) cents per hour in addition to their regular pay. This is to be applied in the same manner as the shift differential.

F. Pesticide Application License.

The City of Springfield will compensate to Park Department employees who maintain a Pesticide Application License twenty five cents (\$.25) per hour. Effective January 1, 1999, the Park Department will not reimburse employees the cost to take the examination and the cost of maintaining the license.

12.12 Differentials:

Welder (#6028) will receive seventy-eight (\$.78) cents per hour only when assigned to work away from Tapley Street.

Tire Repairman (#6441) will receive fifty (\$.50) cents per hour only when assigned to work away from Tapley Street.

ARTICLE 13 HOURS OF WORK AND OVERTIME:

13.01 The regular work week for full time employees except those who may be on a seven day schedule shall be forty (40) hours. The regular work day for employees whose regular work week is forty (40) hours will be eight (8) hours. The work week shall consist of five (5) days, Monday through Friday inclusive, except for employees in continuous operations or on rotating shifts, and except for employees in departmental schedules which differ from the standard Monday through Friday type schedule. A continuous operation is one in which there is regularly scheduled employment for twenty-four (24) hours a day. The regular work week for employees engaged in continuous operations, on rotating shifts or department schedules which differ from the standard Monday through Friday type schedule, shall consist of five (5) regular work days. However, the Employer shall have the limited right to schedule a seven (7) day work week for the second and third shifts and also to schedule or assign overtime as part of an employee's work assignment. No employee will work more than 16 consecutive hours except by mutual agreement between the employee and the employee's supervisor.

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

13.03 All scheduled or assigned overtime service in excess of the regular work week or the regular work day shall be compensated on a time and one-half (1 ½) 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.

13.04 Overtime work shall be distributed as equitably as possible except in emergency situations when it is impractical to do so. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work offered and refused shall be considered as overtime actually distributed.

13.05 (A) If an employee who has left his place of employment after having completed work on his regular shift is called back to work, he shall be paid for each hour worked, in accordance with Section 3 of this Article, and in no event shall he receive pay for less than the equivalent of four (4) hours on a time and one-half basis. In the event the employees regular working day starts after he is called in and he continues to work up to his regular starting time, he shall be paid for such hours in accordance with Section 3 of this Article and in this event there shall be no four (4) hour minimum guarantee.

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

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

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

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

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

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

ARTICLE 14 REST PERIODS AND COFFEE BREAKS:

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

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

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

ARTICLE 15 MEAL PERIODS:

15.01 Employees shall be granted a meal period of thirty minutes (30) minutes without pay during each work day. Whenever possible the meal period shall be scheduled in the middle of the shift.

15.02 Emergency Meal Allowance:

A) A meal allowance of eight dollars (\$8.00) shall be paid to employees working continuously two (2) hours from the end of the employee's regularly scheduled working day and for every four (4) hours thereafter.

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

C) The above schedule of meal allowance shall not apply to employees who are pre-scheduled to work on Saturdays, Sundays or Holidays. If an employee's pre-scheduled work goes beyond ten (10) hours a meal allowance will be provided.

D) This schedule of meal allowance shall apply only to personnel who are employed on emergency work involving main breaks, service leaks, snow or ice control, or an event of a similar nature.

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

ARTICLE 16 CLEAN UP TIME:

16.01 Employees shall be granted a fifteen (15) minute clean-up period prior to the end of each work shift, where clean-up facilities are available to the job site, and in a manner so as not to interfere with normal operations. In unusual circumstances the clean-up period may be extended with a supervisor's permission.

ARTICLE 17 NO STRIKE:

17.01 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.

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

17.03 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.

17.04 In consideration of the performance by the Union of its obligations under Section 3 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.

17.05 Any employee or employees who engage in, induce or encourage any of the prohibited conduct described in this Section 2 Article, shall be subject to disciplinary action, including discharge, which disciplinary action shall be in the sole discretion of the Employer.

In the event the disciplinary action taken by the Employer, as proved in this Section, is made subject of the grievance procedure and arbitration as provided in Article 9, then only the matter to be determined by the arbitrator in such proceeding shall be solely the question of whether the subject employee or employees did, in fact, engage in the alleged prohibited conduct.

17.06 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.

17.07 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.

17.08 The Employer agrees that there shall be no lock-out during the term of this agreement. For the purpose defined herein, lock-out is the refusal by the employer to permit all members of the unit the opportunity to work their normal scheduled hours of work when there is work to be done.

ARTICLE 18 SAFETY:

18.01 Safety Committee Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints regarding unsafe and unhealthy working conditions

shall be brought immediately to the attention of the employee's immediate supervisor outside of the bargaining unit. The Employer and the Union shall establish a joint Safety Committee consisting of representatives of each party for the purpose of promoting sound safety practices and rules. Any agreement reached will be reduced to writing and both parties agree to enforce the memorandum.

18.02 Protective Gear: 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 City agrees to replace protective clothing that is damaged, worn out or lost through no fault of the employee.

18.03 Dig Safe: Except in emergency situations, whenever an employee has cause to believe that utility lines are present in a dig area, said area must be marked "Dig Safe". If the area is not marked "Dig Safe" the employee shall advise his/her supervisor to arrange to have "Dig Safe" mark the appropriate area prior to said digging.

18.04 Alcohol and Drug Policy Acknowledgment:

A) The members of the bargaining unit are subject to the Federal Department of Transportation C.D.L. regulations applicable to the operation of motor vehicles prescribed herein. Members acknowledge the mandated policies and regulations which pertain to the C.D.L. license

B) Departmental regulations which govern general safety practices will be followed.

C) In the event that violations occur of the regulations set forth above, disciplinary action may be initiated, the evidence obtained under those procedures will be admitted in such disciplinary action matters. The standard for disciplinary action of tenured civil service employees will be just cause.

D) Loss, suspension, or impairment of one's right to operate a motor vehicle wherein it is customary and reasonably necessary to perform the functions assigned to the employee may result in suspension, demotion, termination or some other type modification of the employee's employment status. Prior to such action being effected, the Department will conduct a hearing unless the acts giving rise to such modification necessitate immediate action by the employer, e.g., where the Registry of Motor Vehicles, or a court, or an agency of the court immediately rescinds the right to operate or requires the voluntary submission of such right pending a hearing.

ARTICLE 19 GROUP INSURANCE PLAN:

19.01 The Employer agrees not to pay less than sixty (60%) percent of the premium in effect from time to time of the Springfield Municipal Employee's Plan of Accident and Health Insurance or of any successor accident and health plan.

19.02 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.

ARTICLE 20 POSITION IN HIGHER CLASSIFICATION:

20.01 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 a position.

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

will such unit member be compensated at a rate higher than the person for whom he is temporarily filling in.

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

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

ARTICLE 21 PAID HOLIDAYS

21.01 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	Juneteenth

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

When a holiday falls on a Saturday or Sunday, the employee shall be compensated for the actual Holiday, or the celebrated Holiday, at time and one-half (1 ½) for all hours worked, but not both days.

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

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

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

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

21.07 In the event the Employer declares a holiday other than those listed in 21.01, an employee not required to work shall receive a regular day's pay. Employees required to work that day shall be granted a corresponding amount of time off with pay to be taken within 45 days with prior notification and approval of the Department Head.

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

ARTICLE 22 VACATION POLICY

22.01 All employees regularly employed shall be granted an annual vacation of not less than two (2) weeks without loss of pay, provided however, that all employees who have a total period of five (5) years in the aggregate shall be granted an annual vacation of three (3) weeks without loss of pay; provided further that all employees who have a total period of ten (10) years or more

in the aggregate shall be granted an annual vacation of four (4) weeks without loss of pay. Unit members who have completed twenty (20) years or more in the aggregate shall be granted an annual vacation of five (5) weeks without loss of pay. Such vacation will be granted by the Employer at such time as in the Employer's 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 of June in such year.

22.02 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 22, Section 22.01 on June 1st, shall be granted paid vacation leave as follows for each aggregate week he/she has actually worked for the City during the twelve (12) months preceding the first of June in such year:

- 1) Employees with service of six (6) months but less than five (5) years, one-third 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, two-thirds of a working day.
- 4) Employees with service of twenty (20) years or more, three-fourths of a working day.

In all of the above instances, partial days shall be disregarded. In no case may the partial vacation so earned exceed the vacation the employee would have been entitled to had he/she actually worked the full thirty (30) weeks. Partial vacations are not to be considered earned or granted until the first of June of a given year.

22.03 Whenever the employment of any person subject to 22.01 is terminated during a year by dismissal or by resignation, retirement or death, without his/her having been granted the vacation to which he/she is entitled under Section 22.01, he/she or in the case of his/her death, his/her beneficiary, shall be paid at the regular rate of compensation payable to him/her at the termination of his/her employment, an amount in lieu of vacation, provided that no monetary or other allowance has already been made therefore.

The word beneficiary, as used in this section, means the surviving beneficiaries, if any, lawfully designated by the employee under the retirement system of which he/she is a member, or if there is not such designated beneficiary, the estate of the deceased.

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

22.05 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 23 SICK LEAVE:

23.01 Definitions: For the purpose of this division, the following words and phrases shall have the meanings respectively ascribed to them by this section:

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

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

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

23.02 Granting Generally: Each Department Head shall grant sick leave to his/her employees of the City as provided below:

23.03 Six (6) Months of Employment Required:

During the first six, (6) months of employment, no sick-leave shall be granted, however during such period, sick-leave credit of one and one-fourth (1¼) sick leave days with pay per each completed month of service shall be credited to the employees account and become available for use at the commencement of his/her seventh (7) month of employment.

23.04 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 performed in compliance with Section 23.06. An employee shall be entitled to sick leave payment starting with the seventh (7th) month of completed service in accord with the provisions of Section 23.03 set forth above.

23.05 Maximum Accumulation: Extensions:

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

23.06 An employee in the service of the City shall accrue a credit of one and one-fourth (1 ¼) sick leave days per each completed month of service, provided further, that anything herein to the contrary notwithstanding, in any calendar month in which an employee accumulates three (3) or more separate absences, due to illness and/or any unauthorized absence whether with or without pay, such employee shall not accrue such credit nor be entitled to said one and one-fourth (1¼) sick leave days for that month in which said absences occur.

Separate absences shall consist of any period of successive days or portions thereof the absence of which shall be considered terminated upon the occasion of the employee's return to work immediately thereafter following said absence.

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

23.08 Eligibility and Procedure Generally for Obtaining Leave:

For efficient operations the City needs to know as soon as possible when an employee is going to be absent from work. In order to be eligible to receive sick leave payments under this Article, an employee shall notify or cause notice to be given to his/her Department Head within 30 minutes before the start of his/her shift. Failure to give such notice shall be deemed sufficient reason for the denial of sick leave payments.

For periods of sick leave absence of three (3) or more consecutive work days, an employee shall furnish his/her Department Head with evidence in the form of a physician's certificate for the cause of such absence. This physician's certificate must be furnished to the Department Head on the date of the employee's return to work or not later than the seventh (7th) consecutive work day of absence and each

seventh (7th) calendar day thereafter of protracted illness. If such certificate is not furnished by the employee, sick leave shall not be paid for the period of absence.

**23.09 Termination of Leave Payments and Credits, Suspension and Reinstatement:
Transfer Within City Government:**

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

If an employee is terminated for reasons other than fault of his own and subsequently reinstated or re-employed, within two (2) years the employee shall be credited with accrued sick leave due at the time of termination.

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

23.10 Employee Records and Information: Manner in Making Payments:

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

Sick Leave payments under this division shall be designated on the payrolls as sick leave payments in the manner as the City Auditor shall prescribe. The City Auditor is authorized to make such payments and cause to be maintained permanent records of accumulated sick leave credits based on hourly computation to facilitate the implementation of the provisions set forth in Section 23.01 of this Article.

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

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

23.11 Employees Not Affected:

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

23.12 Physical Examinations:

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

23.13 DPW Employee Absentee Monitoring Program:

Effective August 1, 2002, for the twelve (12) sick leave review period for calendar year 2001 and hereafter the parties agree to utilize the DPW Employee Absentee Monitoring Program. If after using the below program, and if warranted, disciplinary action may be imposed by the Department Head.

A. All DPW employees meeting the sick leave accrual receive one and one quarter (1¼) days per month for a total of fifteen (15) days per year. The Sick Leave Review will use a base of twelve (12) sick leave days per year. The employees also have the option to use up to three (3) personal days per year which are deducted from their sick leave accrual. The intent of this policy is to allow employees the legitimate use of their sick leave accruals for a disabling sickness to themselves or family member. The Department recommends that employee's provide medical

documentation for absences, especially on reoccurring illnesses, to avoid disciplinary proceedings.

- B.
 - 1. Definition of "Sick leave" as specified in Article 23.01 of the contract.
 - 2. Definition of "A Day" as specified in Article 23.01 of the contract.
 - 3. Definition of "Physician's Certificate" a document from a Physician or a Certified Physician's Assistant stating the cause of such absence, the starting date of treatment and the duration of the disabling sickness or injury.
- C. The Department of Public Works may have a minimum of two reviews per year with each employee. This review will consist of a supervisor reviewing the employee's attendance record with the employee. The employee will be informed if there are any patterns of use or any excessive sick leave usage (see Attachment A).
- D. Each employee will be allowed up to twelve (12) sick leave days; three (3) consecutive work days or more must have proper acceptable medical documentation. Beyond the twelve (12) sick days, proper acceptable medical documentation for each subsequent sick leave day must be supplied to the head of the DPW Division Head or the employee file may be reviewed for progressive discipline as set forth within the DPW Department Policy 5.01 Attendance and Policy 1.10 Progressive Discipline.
- E. For the purpose of this monitoring program, it is understood that the use of a personal day, although deducted from an employee's sick leave accrual, will not constitute a sick instance.
- F. **Six Month Sick Leave Review** (starting on or around January 1, 2002). The Department of Public Works will continue its practice of reviewing sick leave records every six (6) months and notifying certain employees that it is concerned about their employee's sick leave record. Prior to taking any disciplinary action, the employer agrees to meet with the employee and give that

employee an opportunity to address any concerns the employer may have regarding his/her sick leave record. No formal disciplinary action, letters of warning, etc. resulting from the six month Review will be given by DPW. If the employee has not provided a satisfactory reason for his/her absenteeism, the employee may be orally advised that his/her attendance records needs improvement. (See Attachment "A").

G. **Twelve Month Sick Leave Review** – If at the end of a twelve (12) month period and a second meeting during which the employer agrees to meet with the employee and give that employee an opportunity to address any concerns the employer may have regarding his/her sick leave record with the employee, the Department of Public Work determines that its investigation substantiates the employee's abuse of sick leave the previous calendar year, it may impose appropriate discipline. The Union, reserves the right to challenge any such determination by the employer.

23.14 Sick Leave – DPW Solid Waste: For DPW solid waste employees only, sick leave usage policy will be amended to require employees with more than six (6) sick days of sick leave absences in any calendar year, to produce to the employer within a reasonable amount of time, a physician's note documenting such absence. Any sick leave absence covered by a doctor's note shall not count toward the six day sick leave threshold. This agreement (Article 23.13) shall be in full force and effect from the date of Union ratification through June 30, 2010. If such agreement is not extended prior to the date of expiration, all provision stated in this section shall be null and void and terms and condition of employment altered by this agreement will return to the status quo existing prior to adoption of this agreement.

23.15 Employees hired on or after July 1, 2014, in lieu of any other sick leave benefit referenced in this contract, will be provided with ten (10) sick leave days on July 1st of each year (a pro rata number of sick leave days for employees hired after July 1 in their first year of employment in this bargaining unit). In the event that an employee uses four (4) or less sick leave days in a given fiscal year they will be provided with an additional five (5) sick leave days (a pro rata number of sick leave days for employees hired after July 1 in their first year of employment in this bargaining

unit) at the end of the fiscal year. Use of bereavement, personal or vacation leave days for absences shall not count towards the threshold four (4) days sick leave referenced above. Also use of sick leave for an approved workers compensation leave will not count toward the threshold four (4) days sick leave referenced above.

ARTICLE 24 PERSONAL LEAVE:

24.01 An employee shall have the limited option to use up to three (3) days annually of the unused sick leave accumulated pursuant to paragraph 23.04 herein in the form of personal leave.

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

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

24.03 The use of personal days will not be charged as sick leave to compute the entitlement of one and one quarter (1 ¼) days sick leave accumulation each month as in Article 23 Section 6.

24.04 In the event that one or more employees request the same personal leave day and such leave cannot be granted to all, such leave shall be granted in order of request; first come, first served.

ARTICLE 25 JURY DUTY:

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

25.02 Employees are required to work all available reasonable hours outside of those actually required for jury duty, or jury duty examination in accordance with the employees regular work

schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.

25.03 Notwithstanding 25.01 above, an employee on jury duty shall receive his regular pay less the allowance paid to jurors.

ARTICLE 26 WORKER'S COMPENSATION:

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

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

26.02 Injured Employees:

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

ARTICLE 27 BEREAVEMENT LEAVE:

27.01 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 (five (5) regularly scheduled consecutive working days in the event of the death of the employee's spouse if she is living with the employee at the time of death, parent or a child of the employee), 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/her spouse; or any relative of the employee or his/her spouse who was actually living in the immediate household of the employee at the time of death or at the commencement of the final illness or accident.

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

The in-law referred to in the preceding sentence shall be; employee's sister's husband, employee's brother's wife, spouse's sister's husband and spouse's brother's wife.

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

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

ARTICLE 28 PRE-CANCER SCREENING

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

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

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

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

ARTICLE 29 CIVIL SERVICE EXAMINATIONS:

29.01 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 30 SEPARABILITY:

30.01 In the event that a section(s) of this Agreement is deemed to be illegal by a court of competent jurisdiction, the parties agree that the rest of the Agreement shall remain in full force and effect and that the parties will meet to negotiate substitute language for the section(s) of the contract deemed to be in violation of the law.

ARTICLE 31 EXTREMES OF WEATHER:

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

31.02 When such extreme weather conditions prevail, all employees, except when work of an emergency nature is required, may seek shelter if available or shall be assigned to perform other work within their classification not exposed to such extreme weather. Employees shall not be sent home against their will during extremes of weather. Employees shall not be required to use sick leave time when he is not sick.

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

ARTICLE 32 INCENTIVE LEAVE:

32.01 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.

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

32.03 Such earned incentive day shall be taken within the next succeeding incentive period. There shall be no accumulation of an earned incentive day to any succeeding incentive period.

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

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

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

32.04 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.
5. Absence due to suspension beyond one (1) day.

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

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

6. An absence due to personal leave.
7. An absence due to authorized military leave,
8. An absence due to authorized time for Civil Service examination.
9. An absence due to attendance at an Industrial Accident Board meeting.

ARTICLE 33 MILITARY LEAVE:

33.01 Employees shall be eligible for military leave benefits pursuant to City Ordinance 2020-8.

ARTICLE 34 STABILITY OF AGREEMENT:

34.01 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.

34.02 The failure of the employer or the union to insist in any one or more incidents upon performance on 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 35 UNIFORMS/PROTECTIVE CLOTHING:

35.01 If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing, or protective device, shall be furnished to the employee by the Employer; the cost of maintaining the protective clothing in proper condition shall be paid by the Employer. The intention of this clause is to state a present condition currently practiced.

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

35.03 Boots Effective July 1, 2014 all bargaining unit members who are employed by the City on July 1 of a given year shall be provided with a one hundred dollar (\$100.00) boot allowance which the employee shall use for the purchase of steel toe boots. The employer will endeavor to make this a reimbursable program, provided there are no tax restrictions. Said boots must be worn while at work.

ARTICLE 36 LEAVES OF ABSENCE WITHOUT PAY – “PARENTAL LEAVE”

36.01 Parental Leave. Employees are entitled to a parental leave of absence. This includes, upon completion of three (3) months of service, eight (8) weeks of unpaid leave for the purpose of birth, adoption or foster placement of a child under 18 years of age, or under 23 years of age if the child is mentally or physically disabled.

ARTICLE 37 OTHER LEAVES WITHOUT PAY

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

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

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

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

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

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

ARTICLE 38 REINSTATEMENT

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

ARTICLE 39 LABOR-MANAGEMENT MEETINGS:

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

Sick Leave Incentive Study Committee: Upon the request of either party, the parties agree that during this collective bargaining agreement the parties form a joint labor management committee to review the current Sick Leave practice specified in Article 32.

ARTICLE 40 PERSONNEL POLICY REVIEW:

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

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

* Note – This Board does not exist during the tenure of the Springfield Finance Control Board.

ARTICLE 41 MISCELLANEOUS PROVISIONS:

41.01 Access to Premises:

The Employer agrees to permit representatives of the Union to enter the premises at reasonable times upon proper notification for individual or joint discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employees.

41.02 Family Medical Leave:

Members who are qualified are entitled to the Family and Medical Leave Act of 1993 benefits. Said benefit is not subject to the grievance procedure set forth herein. The employer may designate FMLA to run concurrently with paid sick or vacation leave.

41.03 Residency Clause:

To the extent permitted by law, it is understood the first priority shall be given to persons domiciled within the City of Springfield in the original hiring for positions covered by this Agreement.

Effective July 1, 2000, bargaining unit members hired after July 1, 2000 will be subject to the City Council Ordinance Chapter 3.08 Residency Requirement, effective March 17, 1995.

Employee requests for a residency waiver shall be submitted to the Mayor's office for consideration within 10 days of receipt by the Department Head. Should the employer determine that it will take disciplinary action against members of the bargaining unit for non-compliance with the ordinance it will provide a one-time notice of six months to the Union before taking said action and will begin impact bargaining negotiations should the Union desire same. Impact bargaining negotiations will not extend beyond 60 days of the above referenced one-time notice and in the event that an agreement is not reached the Employer will then implement its last offer/position.

41.04 Worked Performed by Supervisor:

No supervisory employee excluded from the terms of this Agreement shall perform full-time the work of any employee covered by this Agreement except for emergencies, excessive absence of employees from work and except for the purposes of instruction or training of employees in the bargaining unit.

The foregoing provisions of this Section 4 shall not apply to Working Maintenance Foremen who shall continue to perform the same duties as in the past in accordance with their job specifications.

41.05 Removal of Reprimands:

Upon request, a reprimand will be removed from personnel files and not considered in any personnel action three (3) years from the date of issuance. This does not include any verbal

or written warning which as part of a disciplinary action which led to a suspension. Records of suspensions will not be removed from personnel files.

41.06 Name Tags:

Employees of the Springfield Park Department interact on a regular basis with the public. In order to properly identify Park Personnel, members of the bargaining unit will be required to wear a name tag provided by the Department.

41.07 Direct Deposit The employer reserves the right to pay all members of the bargaining unit through direct deposit. If the employer exercises this right the employer will give the affected employees and the Union two (2) weeks notice. Employees will be required to complete documentation and provide the employer with necessary account information to arrange for direct deposit. In the event that an employee does not have a bank account the employer reserves the right to pay the employee by crediting a debit card with the employees pay earned during the pay period. If the Employer causes debit cards to be issued it will be by a bank that does not charge a debit card fee when the card is used at the issuing bank.

41.08 The employer may elect to provide payroll advices to employees, on a voluntary basis, through email. The employer shall provide the Union with 30 days notice prior to making this change. All employees voluntarily opting for electronic payroll advices shall provide the Payroll Department with an email address to arrange for the transmission of this information. An employee who opts into this service may opt out at a later date.

41.9 All DPW employees will continue to be subject to the progressive discipline policy issued by the DPW Director on 2-6-95 and attached as Exhibit G.

41.10 Up to five (5) Union stewards will be released for one (1) day with pay for the purpose of attending the UFCW's annual stewards training.

41.11 Work Rules and Regulations for the Solid Waste Division. All Solid Waste employees will continue to be subject to the Work Rules and Regulations for the Solid Waste Division in Appendix A attached hereto.

ARTICLE 42 SAFE DRIVER AWARD

42.01

A. Effective July 1, 2014 all employees whose positions require that they maintain a Commercial Driver's License, or who are assigned to the civil service title of Automated and Semi-Automated Refuse Collection drivers, Motor Equipment Operator, Heavy Motor Equipment Operator, or Special Heavy Motor Equipment Operator and who drive City vehicles for at least 200 working days in one year (from July 1 through June 30) with no preventable accident, as determined by the DPW Vehicle Accident Review Committee, or in the case of the Parks Department, the Director of Parks, or violation of existing City Motor Vehicle Regulations, shall be awarded a one hundred dollar (\$100) bonus, to be paid on or about August 31.

B. Eligible employees who have received five (5) consecutive Safe Driving Awards, will receive a two hundred and fifty dollar (\$250) bonus in place of the usual one hundred dollar (\$100) bonus for any subsequent awards.

ARTICLE 43 REDUCTION IN FORCE

43.01 The parties agree that the City will provide a sixty (60) day prior notice to any reductions in force.

43.02 Solid Waste: In order to increase the efficiency and reduce cost related to the collection of solid waste the parties agree to the following

A. The Employer agrees for the duration of this agreement (through June 30, 2010) it will not seek through the issuance of any request for proposal ("RFP") nor any other means, to privatize any operations currently performed within the Department of Works, Solid Waste Division, including but not limited to; yard waste collections, recycling collection and trash collection.

B. This agreement shall be in full force and effect from the date of Union ratification through June 30, 2010. If such agreement is not extended prior to the date of expiration, all

provision stated herein shall be null and void and terms and condition of employment altered by this agreement will return to the status quo existing prior to adoption of this agreement.

ARTICLE 44 UNIFORMS

44.01 The Employer reserves the right to require it's employees to wear uniforms. Employees who are not required to wear uniforms shall wear neat, clean work attire. Suggestive attire, athletic clothing, sandals, novelty buttons, and similar items of casual attire shall not be permitted.

Hair should be clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length. Sideburns, moustaches, and beards should be neatly trimmed.

44.02 The Employer shall provide each Highway and Bridges and Solid Waste employee annually with four (4) pants, four (4) short pants, and one (1) sweat shirt.

44.03 If an employee destroys or damages their uniform outside of work, or if an employee loses their uniform, the Employee will be responsible for the cost of replacement.

ARTICLE 45 NEW TECHNOLOGY

45.01 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.

45.02 The parties acknowledge that disciplinary action based upon GPS equipment findings or reports must comport with MGL Ch. 31 and Art. 11.04 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 Art. 11.04 of this Agreement.

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

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

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

ARTICLE 46 DURATION:

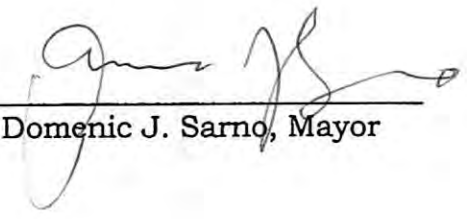
46.01 This Agreement shall become effective on the first day of July 2020 and shall continue in full force and effect to and including the 30th day of June 2021, and shall continue in full force and effect from year to year thereafter, unless either party to this Agreement desires to terminate this Agreement 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, 2020. 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.

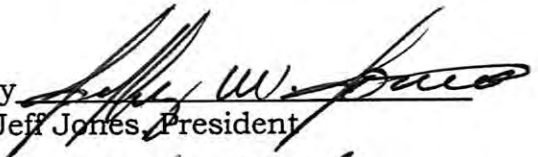
IN WITNESS WHEREOF, the City of Springfield has caused its corporate seal to be affixed hereto and these presents to be signed in its name and behalf by Domenic J. Sarno, its Mayor and the United Food and Commercial Workers Union, Local 1459 have caused these presents to be signed in its name and behalf by its officers duly authorized this _____ day of _____ 2022.


CITY OF SPRINGFIELD

**UNITED FOOD AND
COMMERCIAL WORKERS UNION
LOCAL 1459 SPRINGFIELD DPW**


EMPLOYEES UNION

By: 
Domenic J. Sarno, Mayor

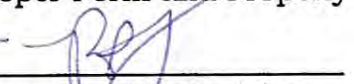
By: 
Jeff Jones, President

By: 
Chris Adams, Bus. Rep.


Reviewed By:

By: 

In Proper Form and Properly Executed:

By: 
Associate City Solicitor

Certified as to Appropriation: ^{N/A}

By: 
City Comptroller, DEPUTY 3-25-22

CITY OF SPRINGFIELD – PAY PLAN
SPRINGFIELD DPW Bargaining Unit UFCW Local 1459
EFFECTIVE JULY 1, 2020 – JUNE 30, 2021
APPENDIX A-SCHEDULE 19

JOB CODE	CLASSIFICATION	RANGE	2%
			FY21 7/1/2020
4310	GROUNDS WORKER (PARK)	5	14.6926
6008	PARK MAINTENANCE MAN	5	14.6926
5015	CUSTODIAL WORKER (HOUSEWORKER)	5.1	15.0793
4309	GROUNDS MAINTENANCE MAN	5.3	16.1219
6440	MOTOR EQUIPMENT MAINTENANCEMAN	8.4	17.6100
4307	GARDENER	8.71	18.0787
6800	GARDENER/LABORER	8.71	18.0787
4327	CONSTRUCTION HANDYMAN(DPW)	8.8	18.0905
4321	LABORER	8.8	18.0905
4313	PUBLIC WORKS MAINTENANCE MAN	8.8	18.0905
4103	LABORER-REFUSE COLLECTION	8.81	18.6294
6069	BUILDING MAINTENANCE MAN(DPW)	8.9	18.7817
4308	GREENS HELPER	8.9	18.7817
4322	LABORER-SKILLED	8.9	18.7817
4322	LABORER-SKILLED/MEO	8.9	18.7817
3605	LABORER-SKILLED/MEO/HMEO/SHMEO	8.9	18.7817
4329	SKATE RINK MAINTENANCE MAN	9	19.1800
6210	BLACKSMITH	9.6	19.3557
4312	MAINTENANCE CRAFTSMAN	9.6	19.3557
4311	MAINTENANCE CRAFTSMAN, PARK	9.6	19.3557
6441	TIRE REPAIRMAN	9.61	19.3557
6441	TIRE REPAIRMAN**	9.62	24.0423
5095	HOLSTER(STABLEMAN)	10.5	19.7776
6067	IRRIGATION/SECURITY ALARM SPEC	10.5	19.7776
6261	MASON'S HELPER	10.5	19.7776
6087	RADIO REPAIRMAN	10.5	19.7776
6301	STEAMFITTER'S HELPER	10.5	19.7776
6080	TRAFFIC SIGNAL REPAIRMAN	10.5	19.7776
6905	ZOO ATTENDANT	10.5	19.7776
4312	MAINTENANCE CRAFTSMAN,DPW	10.51	19.7776
3612	MOTOR EQUIPMENT REPAIRMAN	10.51	19.7776
3612	MOTOR EQUIPMENT REPAIRMAN**	10.52	24.4642
3611	MOTOR EQUIPMENT OPERATOR*	10.6	19.8165
3613	RECYCLING COLLECTOR	10.9	20.2580
6068	BUILDING MAINTENANCE MAN	11.5	20.9141
3607	MOTOR EQUIPMENT REPAIRMAN (WELDER)	11.51	20.9141
6208	WELDER	11.51	20.9141

CITY OF SPRINGFIELD – PAY PLAN
SPRINGFIELD DPW Bargaining Unit UFCW Local 1459
EFFECTIVE JULY 1, 2020 – JUNE 30, 2021
APPENDIX A-SCHEDULE 19

3607	MOTOR EQUIPMENT REPAIRMAN (WELDER)**	11.52	25.6006
3609	MOTOR EQUIPMENT OPER., HEAVY*	13	21.0469
6451	MOTOR EQUIP. REPAIRMAN, SR.(ASE)	13.7	21.3242
6451	MOTOR EQUIP. REPAIRMAN, SR.(ASE)**	13.71	26.0107
4314	WK. FOREMAN BLDG. MAIN.MAN(DPW)	13.75	21.5938
4323	WORKING FOREMAN, DPW	13.75	21.5938
3610	MOTOR EQUIPMENT OPER., SPECIAL*	13.8	21.8319
4333	Cement Finisher	13.81	23.0418
4101	AUTO REFUSE COL. DRIVER, SEMI	13.9	23.2927
4102	AUTO REFUSE COLLECTION DRIVER	13.9	23.2927
6453	AUTO/TRUCK BODY REPAIRMAN	14	23.2223
3606	MASTER MECHANIC (ASE)	14	23.2223
6240	MACHINIST	14.1	23.5620
6241	MECHANICAL EQUIPMENT REPAIRMAN	14.1	23.5620
4334	ARBORIST I	15	24.4290
6088	ELECTRICAL TECHNICIAN	16.9	26.5565
4335	Arborist II	17	27.4176
6453	AUTO/TRUCK BODY REPAIRMAN**	14S	27.9089
3606	MASTER MECHANIC (ASE)**	14S	27.9089

* Wages were reduced back to base (base - 0.25)
+ .02% + .25 stipend for CDL.

Pay plan reflects hourly rate plus the CDL stipend
for CDL required positions. Munis reflects these
rates divided out.

* Removed Arborist 4330 from pay plan, position no longer used.

*Removed Tire Repairman at grade 9.61 as it had been upgraded to a 9.62 in MOU dated 3/6/12

**Wages were increased by \$4.00 according to MOU dated 3/6/12

AGREEMENT

The following is an Agreement between the City of Springfield and Springfield Association of Municipal Employees, which will become an addendum to the basic collective bargaining Agreement presently in effect, and its applicable successors, and shall continue in full force and effect from year to year thereafter unless either party terminates or amends as outlined in the basic Agreement now in effect. This Agreement shall apply to the refuse collection operations of the City's Department of Public Works and to those employees permanently or temporarily assigned thereto.

Regular Covered Positions Under This Agreement:

- Rubbish Collection
- Yard waste Collection
- Recycling Collection
- Bulk Collection
- Complaint Truck

The above are regularly COVERED positions on the "Daily Cash Bonus" plan. It is understood that the number of employees can fluctuate up and down due to seasonal staffing, program reductions, and program increases.

The hours of work shall be ten (10) hours in a day and forty (40) hours in a week on a Tuesday through Friday schedule. The scheduled daily hours shall be 7:00 a.m. to 5:30 p.m. with the following exception; the personnel assigned to the Complaint Truck. They will work a Monday through Friday schedule, eight (8) hours in a day and forty (40) hours in a week from 7:00 a.m. to 3:30 p.m.

Truck drivers shall be required to report to their place of employment ten (10) minutes before the 7:00 a.m. starting time each work day, so as to check and make ready their vehicles

before the start of the daily route. Each driver shall also remain twenty (20) minutes after the end of the day's normal scheduled work so as to properly conclude all aspects of the daily report and vehicle program, on and in a form as directed by the City. For this consideration, each driver shall be paid one-half (1/2) hour overtime each day at the rate of time and one-half (1 ½) the applicable base rate of the hourly wage, regardless of whether the twenty (20) minute period occurs before or after, or includes the 5:30 p.m. time event. Each driver shall normally make two (2) trips daily to the disposal area, but shall also make any additional trips as deemed necessary. All lunch periods and coffee breaks shall be taken in accordance with the rules and regulations attached hereto. See "Exhibit A – Work Rules and Regulations for the Solid Waste Division.

Each laborer shall report to work at 7:00 a.m. daily and proceed immediately to the assigned truck for transportation to an assigned route; the assigned lunch hour and coffee breaks shall revolve around such time off made available during the first trip of the assigned truck to the disposal area.

The minimum average daily output of each laborer in the Rubbish and Yard waste programs shall be sixty (60) pounds per minute. See "Exhibit B" – Excess Tonnage Incentive Plan.

In consideration for insuring that all refuse collection operations are completed on a daily basis, the city shall pay, in addition to the employees base wage, monies set forth in the "Daily Cash Bonus" plan, attached hereto. See "Exhibit C" Daily Cash Bonus Plan. The Automated Collection drivers are the only exception. See "Exhibit D" – Automated Refuse Collection Driver Agreement for their applicable "Daily Cash Bonus".

Work rules and regulations for the refuse collections of the City's Department of Public Works are set forth in "Exhibit A". All contractual benefits, privileges and accruals as enjoyed by all other City employees covered under the terms of the basic Agreement between UFCW Local 1459 and the City of Springfield shall continue to be applicable to the employees covered by the basic Agreement except where specifically modified herein. This addendum Agreement, when signed by the parties will become a negotiated package as provided in the existing basic collective bargaining Agreements.

The parties hereby agree that the terms and the subject matters contained in this addendum are not to be subject to the collective bargaining process until June 30, 2000 and shall continue in full force and effect from year to year thereafter unless either party to this addendum Agreement desires to terminate or amend any of the terms or provisions of this addendum Agreement.

The party desiring to terminate or amend this Agreement must notify the other party in writing not less than one hundred and twenty (120) days prior to the expiration date, June 30, 2000. Should either party serve such notice upon the other party as provided herein of the desire to amend this addendum Agreement, the notice must be accompanied by a statement of the amendment desired. In such event the parties will confer at least sixty (60) days prior to the expiration of this addendum Agreement.

Fiscal Year 1999 Yearly Credit and Tonnage Payments:

The currently awarded yearly lump sum payments for the three (3) lowest credit deductions and the top tonnage payments will be terminated April 1, 1999. The year end (FY-99) lump sum bonus payments will be pro-rated at three quarters of their stated value and awarded to the eligible personnel as described in "Exhibit B" of the existing Agreement dated June 30, 1990. An allowance has been included in the new "Daily Cash Bonus" rate to compensate for value of the existing year-end bonuses.

New "Daily Cash Bonus" Plan Starting Date:

The new "Daily Cash Bonus" plan will start the first full week in April 1999. This will be the week ending April 10, 1999. For purposes of counting sick leave and personal days in the 1999 calendar year the starting date will be January 4, 1999.

"Daily Cash Bonus" Adjustments

The value of the "Daily Cash Bonus" shall be adjusted by a percentage equal to the percentage change in the drivers standard base rate of pay in the basic Agreement, commencing with any changed negotiated effective as of July 1, 2000 (the July 1, 1999 rate is to

serve as the initial base.) Any change in the base rate of pay for the drivers will automatically result in equivalent percent change in the daily amount of each regular COVERED employee's "Daily Cash Bonus" payment.

EXHIBIT A

WORK RULES AND REGULATIONS FOR THE SOLID WASTE DIVISION

1. The regular work week shall be Tuesday through Friday from 7:00 a.m. to 5:30 p.m. with the exception of the Complaint Truck personnel. The personnel assigned to the Complaint Truck collection crew will have a work week of Monday through Friday from 7:00 a.m. to 3:30 p.m.
2. Each driver shall report ten (10) minutes prior to shift start and remain twenty (20) minutes after end of shift; this is to allow driver to accomplish the following tasks;
 - a. Warm up vehicle and perform normal check list operations as defined by the City, prior to the start of the shift;
 - b. At the end of the shift, do end-of-day check list operations, as defined by the City, on the vehicle and report any defects of any nature to the proper individual as designated by the City; the driver will be required, as a minimum, to grease all appropriate fittings and slides on packing mechanisms; clean the cab and truck; and remove all debris from around the push-out blade and the packing mechanism. The City, during cold weather, will direct when to plug in all engine heaters. The City shall supply each driver with access to a grease gun.
 - c. Each driver shall properly complete the duties in 2(a) and 2(b) above; failure of a driver to so properly complete said duties may result in disciplinary action.
3. Each driver shall be paid at the rate of time and one-half of the applicable base rate of pay for the additional one-half (1/2) hour warm-up check list period each day, for those days actually worked.
4. The driver will have a one-half (1/2) hour lunch period which shall be taken after having discharged the first full load of the day at the disposal site and prior to the beginning of the second load.
5. The drivers on rubbish and yard waste collection crews will take daily coffee breaks at the wheel of the stopped assigned vehicle so as not to adversely affect the daily productivity of the crew.
6. All potential drivers must attend a City sponsored training course and must pass a City driving test on the new vehicles before being allowed to fill the position of driver in the collection operations.
7. No driver or crew shall leave its assigned route unless its truck is full, or its route has been completed, or it has been released by the City.

8. Drivers, when instructed by the City, will record various types of information requested on the routes so traveled during the week.
9. Personnel shall be assigned, where practicable, to the same truck and route on a weekly basis.
10. Laborers are to take their meal/coffee/rest breaks while their driver is traveling to and from the disposal area at the completion of the day's first full load and prior to the start of the collection of the day's second load.
11. The minimum work rate acceptable shall be the standard one hundred twenty (120) pounds per minute per crew, based upon net available route collection time, as computed and calculated by the City, which shall be defined as that time wherein the truck actually traversing the route adjacent to collectible rubbish.
12. Employees and/or crews on yard waste and rubbish collection which do not routinely meet the one hundred twenty (120) pound per minute per crew minimum rate may be assigned to other positions within the City's Department of Public Works, or may be subject to other remedial action.
13. Rubbish and yard waste collection crews shall be deemed to have earned their daily normal base pay when they have either completed their assigned route, or have collected fifty-four thousand (54,000) pounds of refuse. The crew may be reassigned to other collection routes, or may be required to continue collection of its own route in those instances where the refuse on said routes exceeds fifty-four (54,000) pounds in which case it shall receive an "overtime" rate within the balance of the ten (10) hour day.
14. Monday holidays that are not worked shall be paid at eight (8) hours straight time in accordance with the basic Agreement between the parties.
15. NO vacations shall normally be scheduled during the "Peak Months" of April, May, October and November. No partial week vacations shall normally be granted during calendar weeks which include "Double Collection Days".
16. The assignment of additional loadpackers and crews will be accomplished as follows:
 - a. Establish a list of spares who are willing to work, on a day to day basis, the complete 10 hour day on rubbish collection, outside of those employees normally assigned as replacement or fill-in workers.
 - b. If that list is exhausted and more people are needed to complete collection crews, replacement workers or fill in workers will be assigned a 10 hour day as necessary and these employees shall be required to complete the assigned work as defined by the

supplemental rubbish contract. Replacement workers or fill-in workers who normally work a five (5) day, forty (40) hour week in other operations for the City's Department of Public Works shall receive time and one-half for all hours actually worked in excess of eight (8) hours each day.

17. City shall determine the make-up of the crews and the route assignments.
18. Vacation leave time off shall be paid in accordance with the actual work day and work week; that is, the vacation day shall be ten (10) hours per day and the vacation week shall be that of Tuesday through Friday. No partial days shall be allowed. Complaint Truck personnel will be eight (8) hours per day and the week shall be Monday through Friday.
19. Sick leave accrual for employees in the collection operation shall remain the same as for other employees of the City's Department of Public Works. The hourly rate of accrual shall not increase due to the ten (10) hour work day; the existing maximum annual sick leave accrual is one hundred twenty (120) hours and shall continue at that level unless changed in the basic Agreement. The employees shall be charged and paid for ten (10) hours sick leave for each (1) full day's legitimate sick leave absence from a Tuesday through Friday day. With the exception of the Complaint Truck personnel who will be charged and paid at the rate of eight (8) hours for each one day of sick leave.
20. High visibility sweatshirts with hoods will be provided yearly for all Solid Waste Division personnel.
21. All members of the Solid Waste Division shall be provided uniforms.
22. High visibility uniforms provided by the Employer shall be worn each day.
23. Safety goggles and/or side shields for regular glasses will be provided and worn each day.
24. Rain gear will be provided for all employees of the Solid Waste Division for inclement weather.
25. It is understood that the City of Springfield does and will supply proper safety equipment. It is further understood that this safety equipment is for the employee's benefit and protection and shall be worn when performing the assigned work. Any employee who fails to have the proper safety equipment when reporting for work shall not be allowed to work and shall not be paid until such equipment is on his person. There may be times when circumstances beyond the employee's control as to availability of clean uniforms arise. The situations may preclude any disciplinary action.

26. Drivers are subject to the DPW Rules and Regulations for CDL/DOT Alcohol and Drug Testing. Failure to comply with the provisions of the CDL/DOT regulations will lead to suspension and/or termination.

EXHIBIT B

EXCESS TONNAGE INCENTIVE PLAN

PLAN:

Reward the more productive or efficient crew by offering an opportunity to collect additional available refuse at overtime rates within the normal ten (10) hour day.

OPERATION OF THE PLAN:

The ten (10) hour day allows time to fully load two (2) trucks of refuse (fifty-four thousand pounds {54,000} total) at the minimum rate of one hundred twenty (120) pounds per minute per crew. A more productive crew will, therefore, fully load the vehicle faster and will, thus, finish earlier. A crew which collects more than the fifty-four thousand (54,000) pounds within the ten (10) hour day will receive, in addition to its normal ten (10) hours pay, an extra payment for the amount of the actual excess tonnage (that is in excess of 54,000 pounds) collected.

The "Excess Tonnage Incentive" plan payment for each crew will be calculated from the following formula:

"EXCESS TONNAGE INCENTIVE PER CREW"

$$\left[\frac{(Total\ Daily\ Pound\ Collected) - (54,000\ Pounds)}{\left(120 \frac{Pounds}{Minute}\right) \left(60 \frac{Minutes}{Hour}\right)} \right] \times \left[\begin{array}{c} Total\ Hourly \\ Rate\ Of \\ Crew \end{array} \right] \times \left[1.5 \right]$$

EXAMPLE:

Using FY 2008 top step labor rates and assuming all three crew members are permanently assigned to the truck and the crew has picked up 63,000 pounds for the day;

$$\left[\frac{(63,000 \text{ Pounds}) - (54,000 \text{ Pounds})}{(120 \text{ Pounds/Minute}) \times (60 \text{ Minutes/Hour})} \right] \times \$47.56 \times 1.5 = \$89.18$$

\$89.18 per crew or \$29.73 per crew member

RESULTING DAILY DRIVER PAY:

Normal Wage:	(10 Hours X \$17.50/Hour)	=	\$175.00
Vehicle Check:	(0.5 Hour X \$17.50/Hour X 1.5)	=	13.13
Tonnage Incentive:	(\$29.73 per crew member)	=	<u>29.73</u>
	Total for the day		\$217.86

RESULTING DAILY LABORER PAY:

Normal Wage:	(10 Hours X \$15.03/Hour)	=	\$150.30
Tonnage Incentive:	(\$29.73 per crew member)	=	<u>29.73</u>
	Total for the day		\$180.03

The "Excess Tonnage Incentive" plan is based solely on pounds collected, calculated at the minimum work rate, and paid at an overtime rate of the crew. Thus, the higher the actual work rate on the excess volume, the greater the "excess Tonnage Incentive" payment. The "Excess Tonnage Incentive" payment will be included in the employees weekly paycheck.

The City has the right to assign additional trucks and crews as it deems necessary to aid or supplement the regular crews. Providing such assignments are not motivated to prevent the payment of the "excess Tonnage Incentive" bonuses.

Any crews which aid or supplement a crew on other than its own route, at the reassignment direction of the City, shall be eligible for the "Excess Tonnage Incentive"

payment. Provided that the total daily tonnage for the supplementing crew exceeds fifty-four thousand (54,000) pounds prior to the reassignment.

If the supplementing crew is reassigned by the City to aid or supplement a crew on other than its own route, prior to the collection of fifty-four thousand (54,000) pounds, or prior to the second trip to the disposal site, each crew member shall be compensated at a flat one and one half (1 ½) times its applicable basic rate of hourly wage for the remainder of the work day, as determined by the City. Such compensation to be in addition to the normal ten (10) hours pay. The aided crew shall lose its "Daily Cash Bonus" money.

EXHIBIT C

DAILY CASH BONUS PLAN

PURPOSE:

Reward those employees who maintain a record of dependable, safe, efficient, and professional service.

OPERATION OF THE PLAN:

The "Daily Cash Bonus" is valued at a base amount of Fourteen Dollars and Seventy Cents (\$14.70) per day per COVERED position in the Solid Waste Division effective July 1, 2008. A system of variable "Daily Cash Bonus" deductions is contained herein.

Replacement and fill-in workers will receive a "Daily Cash Bonus" of Fourteen Dollars and Seventy Cents (\$14.70) per employee per day while assigned to COVERED positions. A replacement worker is defined as that employee of the City's Department of Public Works who is substituted for any of the regular COVERED positions. A fill-in worker is defined as that employee of the City's Department of Public Works who supplements the regular COVERED positions.

The City will budget sufficient sums to maintain constant the benefits of this plan.

DAILY BONUS ADJUSTMENT SCHEDULE

The following adjustments shall be made to each COVERED employee's daily pay as applicable. The "Daily Cash Bonus" amount for this Agreement is Fourteen Dollars and Seventy Cents (\$14.70). It is understood that this amount can change due to contract adjustments.

A. SICK LEAVE and/or PERSONAL LEAVE:

- Regular collection weeks

1. Any combination of the first six (6)* sick leave and personal days used during the calendar year will cause the loss of \$14.70 for each day.
2. Each additional sick leave or personal day used after the sixth day in a given calendar year will cause the loss of \$58.80 for each additional day.

- Double collection days:

3. Any sick leave or personal day used on a double collection day will be at a loss of \$58.80 per pay. Each following full calendar year the threshold will be adjusted to the previous year's average sick leave usage rate as calculated by the Department of Public Works.

- B. TARDY:** \$14.70 loss per occurrence per employee;
- C. BREAKDOWNS:** \$14.70 loss per occurrence per employee in crew;
- D. LOW PRODUCTIVITY:** \$14.70 loss per day per employee in crew;
- E. QUALITY OF SERVICE:** \$14.70 loss per occurrence per employee in crew.
- F. UNAUTHROIZED LEAVE:** \$117.60 loss per occurrence per employee.
- G. OTHER LEAVE:** All of the following leave days will be a loss at the rate of \$14.70 per day:

Vacation Days	Incentive Days	Family Leave Time
Bereavement Days	Jury Duty Days	Workers Compensation
Military Leave	Union Leave	Authorized Leave

EXPLANATION/DEFINITIONS OF "DAILY CASH BONUS"

DEDUCTION SCHEDULE

B. SICK LEAVE/PERSONAL DAY

To avoid losing the "Daily Cash Bonus" (see page C-2 for rates) for the use of a sick leave or personal days, each COVERED worker is required to work the entire ten (10) hour day unless the route/assignment is completed and the COVERED worker is released by the City prior to the expiration of the ten (10) hours. If sick leave or personal leave is used for any portion of a day it is considered as a full day for the purpose of calculating the number of sick leave and/or personal days used in a calendar year.

Double Collection Days:

The day which normally occurs seven (7) days following a holiday or a snow day where the usual rubbish collection has been canceled.

C. TARDY

Any employee not at the assigned workplace by 7:00 a.m. shall be considered "tardy". Any employee not at the assigned workplace by 7:15 a.m. shall be considered absent under the "Daily Cash Bonus" plan unless the City chooses to assign the employee to the refuse collection operations for that day.

D. BREAKDOWN

Any equipment lost time due to any malfunction for any cause, whether by "Acts of God", or by either driver, laborer or other party.

D. LOW PRODUCTIVITY:

Rubbish, Yard waste and Automated Programs:

There are two (2) possible credit deductions in this category for the Rubbish, Yard waste and Automated programs:

1. When crew "A" is aided or supplemented within the ten (10) hour day by a second crew "B", which finishes its route early and is reassigned by the City. Slower crew "A" shall have its crew members lose their "Daily Cash Bonus" money of Fourteen Dollars and Seventy Cents (\$14.70).
2. When a Rubbish or Yard waste crew fails to collect fifty-four thousand (54,000) pounds and its route is not finished in a normal ten (10) hour day, each crew member shall lose their "Daily Cash Bonus" money of Fourteen Dollars and Seventy Cents (\$14.70).
3. When an Automated Collection Driver fails to collect the assigned 850 stops per day in the normal ten (10) hour day or a Semi-Automated Collection Driver fails to collect the assigned 650 stops per day in the normal ten (10) hour day, the driver shall lose their "Daily Cash Bonus" money.

Recycling Program:

At the present time the Recycling Drivers assist each other until the days assignment is done for all the Recycling Drivers. The City will investigate the balancing of existing recycling routes with the goal of having equal daily routes.

Bulk Collection and Semi-Automated Collection Programs:

These crews must complete their assigned daily work or lose their Fourteen Dollars and Seventy Cents (\$14.70) "Daily Cash Bonus" money.

E. QUALITY OF SERVICE:

The "Daily Cash Bonus" money may be deducted for each member of a crew for each occurrence of the following, which has been shown by experience previous to this Agreement to negatively impact on the customer, community, or City's Department, and which has been shown by experience to blemish the image of co-workers:

1. Debris left in the road;

2. Resident's refuse container taken;
3. Refuse container thrown or damaged;
4. Uniform not worn during working hours;
5. Collectable refuse left at a stop;
6. Vehicle not kept clean and professional looking; and
7. Safety clothing, as supplied by the City, not worn during working hours.
8. Violations of the Department of Public Works Personnel Policies.

F. UNAUTHORIZED LEAVE

Any employee who is absent from the work place without the authorization of their supervisor is considered to be on unauthorized leave.

G. OTHER LEAVE:

Vacation, Incentive, Bereavement, Jury Duty, Family Leave, Military Leave, Union Leave, Authorized Leave and Workers Compensation leave days will cause the loss of the "Daily Cash Bonus" money of \$14.70 per day.

EXHIBIT D

AUTOMATED and SEMI AUTOMATED REFUSE COLLECTION DRIVERS

The following is an Agreement between the City of Springfield and the UFCW Local 1459 which will become an addendum to the basic collective bargaining Agreement presently in effect, and its applicable successors, and shall continue in full force and effect from year to year thereafter unless either party terminates or amends as outlined in the basic Agreement. This Agreement, and Exhibit A and B attached, shall apply to the refuse collection operations of the City's Department of Public Works and to those employees permanently or temporarily assigned to the positions of either Automated or Semi Automated Refuse Collection Driver.

Background: Each fully automated refuse load packers or semi-automated truck is to be staffed by one driver. The hours of work shall be ten (10) hours in a day and forty (40) hours in a week on a Tuesday through Friday schedule. The scheduled daily hours shall be 7:00 a.m. to 5:30 p.m. The City reserves the right to adjust the number of routes and vehicle.

Work Day and Hours: Automated and Semi Automated Refuse Collection Drivers shall be required to report to their place of employment ten (10) minutes before the 7:00 a.m. starting time each work day, so as to check and make ready their vehicles before the start of the daily route. Each Automated and Semi-automated Refuse Collection Driver shall also remain twenty (20) minutes after the end of the day's normal scheduled work so as to properly conclude all aspects of the daily report and vehicle maintenance program, on and in a form as directed by the City. For this consideration, each Automated and Semi Automated Refuse Collection Driver shall be paid one-half (1/2) hour overtime for each full day worked at the rate of time and one-half (1 ½) the applicable base rate of the hourly wage, regardless of whether the twenty (20) minute period occurs before or after, or includes the 5:30 p.m. time event.

Each Automated and/or Semi Automated Refuse Collection Driver shall normally make two (2) trips daily to the disposal area, but shall also make any additional trips as deemed necessary. All lunch periods and coffee breaks shall be taken in accordance with the Work Rules and Regulations attached hereto and marked **Exhibit A**.

When a regular collection day is cancelled due to inclement weather, holiday, etc. the Automated Refuse Collection Drivers are required to work the Saturday immediately following such a day.

Work Rules and Regulations: Work Rules and Regulations for the Automated and Semi-Automated Refuse Collection Drivers are set forth in Exhibit A attached hereto. All contractual benefits, privileges and accruals as enjoyed by all other City employees covered under the terms of the basic Agreement between SAME and the City of Springfield shall continue to be applicable to the employees covered by the Agreement except where specifically modified herein.

Training and Productivity: Drivers who are selected for training as an Automated or Semi-Automated Refuse Collection Driver will be required to undergo and successfully complete a City sponsored driver training and defensive driving course. A driver is considered an intermittent Automated or Semi-Automated Refuse Collection Driver while undergoing training.

During training, a Automated driver will have to prove that they can meet the minimum productivity rate of routinely completing an assigned route of **850** stops in the regular work day.

During training, a Semi-Automated driver will have to prove that they can meet the minimum productivity rate of routinely completing an assigned route of **650** stops in the regular work day.

Once the above specified thresholds are met the driver will be eligible to be classified as an intermittent or regular Automated or Semi-Automated Refuse Collection Driver. Those who do not meet the minimum requirements after a one (1) month training period shall be returned to their prior position. The job descriptions for Automated Refuse Collection Driver and for Semi-Automated Refuse Collection Driver are attached as Exhibits B1 and B2.

Special Overtime: The City has the right to assign additional trucks and personnel, as it deems necessary to aid or supplement the Automated or Semi-Automated Refuse Collection Drivers. Any Automated Refuse Collection Driver who aids or supplements an Automated Refuse

Collection Driver on other than their own route, at the reassignment direction of the City, that Automated Refuse Collection Driver shall be compensated at a flat rate one and one-half (1 ½) times their applicable basic hourly wage rate for the hours of reassignment. Such compensation to be in addition to the normal ten (10) hours pay. The same compensation applies to Semi-Automated Refuse Collection Drivers who are similarly reassigned by the City to aid or supplement another Semi-automated refuse Collection driver.

Rate of Pay:

Automated Drivers - There will be five (5) positions of regular Automated Refuse Collection Driver and six (6) positions of intermittent Automated Refuse Collection Driver. The regular Automated Refuse Collection Drivers will receive the rate for Automated Refuse Collection Driver at all times. The intermittent Automated Refuse Collection Drivers will receive the rate of Automated Refuse Collection Driver only while assigned. The number of positions may be increased upon full implementation of the automated collection program. Intermittent Automated Refuse Collection Drivers will be assigned on a rotating basis to help maintain driving skills.

Semi-automated Driver: It is estimated there will be thirteen (13) positions of regular Semi-Automated Refuse Collection Driver and seven (7) positions of intermittent Semi-Automated Refuse Collection Driver. The regular Semi-Automated Refuse Collection Drivers will receive the rate of Semi-Automated Refuse Collection Driver at all times. The intermittent Semi-Automated Refuse Collection Drivers will receive the rate for Semi-Automated Refuse Collection Driver only while assigned. The number of positions may be increased/decreased upon full implementation of the collection program. Intermittent Semi-Automated Refuse Collection Drivers will be assigned on a rotating basis to help maintain driving skills.

Selection: Automated and Semi-Automated Refuse Collection Drivers will be selected based on all applicable Civil Service regulations and Union agreements. Selection will include, but not be limited to; seniority, attendance and past driving records.

Route Assignment: Routes will be assigned based on seniority. This is not to be used in place of the supervisor's right to assign drivers on a daily basis as needed. A permanent opening will be defined as one in which the City expects the route assignment to be open for a period of greater than one (1) year.

Automated: In the event a route becomes permanently opened up due to retirement or other reasons the opening will be posted and Automated Refuse Collection Drivers may apply.

Semi-Automated: In the event a route becomes permanently opened up due to retirement or other reasons the opening will be posted and Semi-Automated Refuse Collection Drivers may apply.

Bonus Payments: This payment is for the purpose of insuring that all refuse collection operations, Automated and Semi-Automated are completed on a daily basis.

Automated: Regular and intermittent Automated Refuse Collection Drivers, when assigned, will be entitled to \$14.48 of pay at straight time for working a full day, being productive, delivering quality service, and properly maintaining their assigned equipment.

Semi-Automated: Regular and intermittent Semi-Automated Refuse Collection Drivers, when assigned, will be entitled to \$14.48 of pay at straight time for working a full day, being productive, delivering quality service, and properly maintaining their assigned equipment.

Bonus payments will be withheld in each of the following instances:

1. Any absence, except Incentive Leave.
2. Tardiness.

3. Low productivity.
4. Failure to maintain assigned equipment properly.
5. Failure to wear proper uniform.
6. Poor quality of service.

Bonus money paid under this plan shall not be considered as "Pay" as defined in the basic agreement between the parties.

This Agreement, when signed by the parties will become a negotiated package as provided in the existing basic collection Agreement.

EXHIBIT E

AUTOMATED REFUSE COLLECTION DRIVER

Nature of work in this classification:

Work involved responsibility for the safe and efficient operation of a fully automated collection vehicle. The vehicle will collect roll out containers from the tree-belt area and transport the refuse to the Resource Recovery Plant at Bondi Island or other designated disposal site. Work involves a considerable amount of stop and go driving. The driver will be required to have a high degree of manual dexterity and be capable of loading the vehicle at a specific rate of productivity. The work is performed under the supervision of a supervisor.

Minimum Productivity:

A nine month program has established a minimum rate of productivity of 850 stops per driver per ten (10) hour shift. The minimum shift is expected to average eight (8) hours. It is understood that work days may be longer or shorter due to fluctuations in rubbish volume or driver productivity. Collections will normally be Tuesday through Friday.

Illustrative examples of work:

1. Operates a fully automated collection vehicle.
2. Collects refuse from properly placed roll out carts in the tree belt area. On occasion the driver may have to exit the vehicle to properly position the cart or perform duties such as, but not limited to, issuing warning, violation notices.
3. The driver will load the refuse from the container into the truck by use of an automated arm. The arm is controlled by levers or buttons on a control panel inside the cab of the truck.
4. Transport loaded vehicle to the Resource Recovery Plant at Bondi's Island. If needed, return to route where left off for completion of daily work assignment. Normally, two (2) trips will be made to the plant unless directed otherwise by the supervisor.

5. It may be necessary to assist other truck drivers if needed in order to maintain collection schedules.
6. In the event of Holidays not falling on a Monday, or cancellation of collection days, the driver will be expected to work on the Saturday of that week to maintain collection schedules. He/she will be paid at time and one-half.
7. Perform routine vehicle maintenance, check to make sure truck is operating properly and safely. Clean, grease, and wash truck daily as required.
8. Fill out daily drive sheet and submit to office as required. Keeps simple daily activity record. Issues warning notices or information along assigned routes to repeat ordinance violator.

Desirable knowledge, abilities and skills:

1. Following city provided training, considerable knowledge or operations, care and minor maintenance to the automated collection vehicle.
2. Considerable knowledge of the hazards and safety precautions involved in operating and loading the vehicle.
3. Working knowledge of defensive driving theory and traffic laws, ordinances and rules and regulations.
4. Ability to operate automated collection vehicle in a safe efficient manner.
5. Ability to perform task of loading and operating vehicle which requires considerable agility on a productive daily basis.
6. Ability to understand and follow oral and written instructions, ability to follow routing and provide daily written reports to work performed and problems encountered.
7. Ability to deal with residents in a professional manner in order to resolve problems or answer questions regarding work performed.

Desirable experience and training:

1. Experience in following routes established for collection purposes.
2. Good knowledge of streets within City limits.
3. Graduation from a standard high school or vocational school.

Required minimum special qualifications:

1. Possession of a valid CDL license.
2. Must be in good physical health with no limitations, capable of loading refuse into said vehicle at a rate equal to the required rate of productivity, must be able to sustain the rate over a prolonged period of time on a daily basis.
3. Must be capable of following a routing system for collection.
4. Successful completion of vehicle operating training program and defensive driving course.

EXHIBIT F

SEMI-AUTOMATED REFUSE COLLECTION DRIVER

Nature of work in this classification:

Work involves responsibility for the safe and efficient operation of a fully automated collection vehicle. The vehicle will collect roll out containers from the tree-belt area and transport the refuse to the Resource Recovery Plant at Bondi Island or other designated disposal site. Work involves a considerable amount of stop and go driving. The driver will be required to have a high degree of manual dexterity and be capable of loading the vehicle at a specific rate of productivity. The work is performed under the supervision of a supervisor.

Minimum Productivity:

The minimum rate of productivity of 650 stops per driver per ten (10) hour shift. The minimum shift is expected to average eight (8) hours. It is understood that work days may be longer or shorter due to fluctuations in rubbish volume or driver productivity. Collections will normally be Tuesday through Friday.

Illustrative examples of work:

1. Operates a Semi-automated collection vehicle.
2. Collects refuse from properly placed roll out carts in the tree belt area. The driver has to exit the vehicle to properly position the cart or perform duties such as, but not limited to, issuing warning/violation notices.
3. The driver will load the refuse from the container into the truck by use of an semi-automated flipper arm. The flipper is controlled by levers or buttons on a control panel. The driver may have to load loose rubbish outside of the cart into the truck.
4. Transport loaded vehicle to the Resource Recovery Plant at Bondi's Island. If needed, return to route where left off for completion of daily work assignment. Normally two (2) trips will be made to the plant unless directed otherwise by the supervisor.

5. It may be necessary to assist other truck drivers if needed in order to maintain collection schedules.
6. In the event of Holidays not falling on a Monday, or cancellation of collection days, the driver will be expected to work on the Saturday of that week to maintain collection schedules. He/she will be paid at time and one-half.
7. Perform routine vehicle maintenance, check to make sure truck is operating properly and safely. Clean, grease, and wash truck daily as required.
8. Fill out daily drive sheet and submit to office as required. Keeps simple daily activity record. Issues warning notices or information along assigned routes to repeat ordinance violator.

Desirable knowledge, abilities and skills:

1. Following city provided training, considerable knowledge or operations, care and minor maintenance to the semi-automated collection vehicle.
2. Considerable knowledge of the hazards and safety precautions involved in operating and loading the vehicle.
3. Working knowledge of defensive driving theory and traffic laws, ordinances and rules and regulations.
4. Ability to operate semi-automated collection vehicle in a safe efficient manner.
5. Ability to perform task of loading and operating vehicle which requires considerable agility on a productive daily basis.
6. Ability to understand and follow oral and written instructions, ability to follow routing and provide daily written reports to work performed and problems encountered.
7. Ability to deal with residents in a professional manner in order to resolve problems or answer questions regarding work performed.

Desirable experience and training:

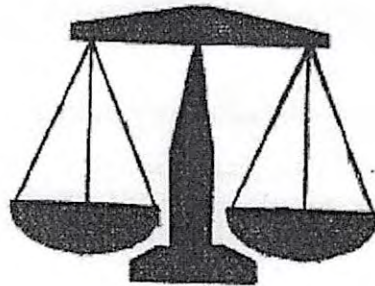
1. Experience in following routes established for collection purposes.
2. Good knowledge of streets within City limits.
3. Graduation from a standard high school or vocational school.

Required minimum special qualifications:

1. Possession of a valid CDL license.
2. Must be in good physical health with no limitations, capable of loading refuse into said vehicle at a rate equal to the required rate of productivity, must able to sustain the rate over a prolonged period of time on a daily basis.
3. Must capable of following a routing system for collection.
4. Successful completion of vehicle operating training program and defensive driving course.

EXHIBIT G

SUPERVISORS'S GUIDE TO PROGRESSIVE DISCIPLINE



Department of Public Works

SUPERVISOR'S GUIDE TO PROGRESSIVE DISCIPLINE

POLICY & PROCEDURE (1.10)

FLEET SAFETY (1.10, Appendix A)

Approved:

Allan R. Chwalek
ALLAN R. CHWALEK, Director

EFFECTIVE DATE: 2/6/93
REVISED: 6/18/99

PERSONNEL POLICY & PROCEDURES

SUBJECT: PROGRESSIVE DISCIPLINE 1.10

SCOPE:

This policy applies to all employees of the Springfield Department of Public Works.

POLICY:

The Department of Public Works maintains a progressive discipline policy that is meant to be fair and impartial. It is the policy of the Springfield Department of Public Works that a uniform application of Progressive Discipline be followed by its supervisors in order to correct employee misconduct and improve job performance.

PURPOSE:

To define common misconduct actions which may serve as a general guideline, including other similar misconduct which may be subject to disciplinary action.

PROCEDURE:

Upon learning of an employee's misconduct which warrants disciplinary action, the Manager or Supervisor shall consider the facts of the case and may begin disciplinary action in any of the steps listed below depending upon the seriousness of the offense. Each Supervisor and Manager is responsible for communicating DPW rules to subordinates and for enforcing disciplinary rules according to the guidelines of this policy.

1. At first offense, if not in itself serious enough to warrant a written reprimand, suspension, or discharge, a problem solving session is held. A verbal warning is given. A verbal warning is considered a minor offense. Three minor offenses in a one-year period will be considered a major offense subject to suspension without pay.
2. At second offense, if not in itself serious enough to warrant a suspension or discharge, a written reprimand is issued. The employee is advised that another offense will result in further disciplinary action. **INFORM THE EMPLOYEE OF THE EAP SERVICE.** A written reprimand is considered a minor offense. Three minor offenses in a one-year period will be considered a major offense subject to suspension without pay.

3. At the third offense, if not in itself serious enough to warrant discharge, a suspension without pay is scheduled and the employee is warned that another similar offense will result in discharge. A copy of the General Laws Chapter 31, Section 41-45 and 46A will be given to Civil Service Employees. **MAKE A SUPERVISORY REFERRAL TO EAP.** Suspension without pay is considered a major offense. Three separate major offenses in a one-year period will be subject to discharge.
4. At the fourth offense, the employee is discharged. A copy of General Laws Chapter 31, Sections 41-45 and 46A will be given to Civil Service Employees.

NOTE: A written notice report of each offense, and disciplinary measures taken, will be forwarded to the Personnel Department, Labor Relations and a copy will remain on file in the Department of Public Works files. The notice report and corrective action to be taken are to be discussed with the employee.

APPROVED:


ALLAN R. CHWALEK, Director

EFFECTIVE DATE: 2/6/95
REVISED: 6/18/99

PERSONNEL POLICY & PROCEDURE

SUBJECT:	PROGRESSIVE DISCIPLINE	1.19.1
	Examples of Causes for Immediate Discharge	

Examples of causes for immediate discharge are as follows:

1. Use of alcohol while on City property or while in the performance of duties.
2. Illegal use or sale of drugs on City property or in the performance of duties.
3. Conduct involving acts constituting a felony or moral turpitude.
4. Willful destruction of Department of Public Works property.
5. Unauthorized release of information regarding the Department of Public Works.
6. Possession of weapons or explosives on Department of Public Works premises, or while performing department business.
7. Falsification of employee, department, or City of Springfield records. This includes falsifying another's time on or off duty, as well as production records and similar documents to include accident and witness reports.
8. Illegal gambling or bookmaking on Department of Public Works Premises.
9. Giving false information to secure a Leave of Absence.
10. Department of Public Works employees taking a bribe, including accepting food, money, alcohol, or services free from residents or businesses requiring licenses, inspections or services from the City of Springfield.

EXAMPLES OF CAUSES FOR IMMEDIATE DISCHARGE (CONT. 1.10.1)

11. Department of Public Works employees involved in inspection, surveying, engineering, licensing, or laboratory evaluations should not be employed at any level with businesses the Department of Public Works is required to inspect or license. This would constitute a conflict of interest. Employees must avoid the appearance of any conflict of interest.
12. Falsification of employment applications.
13. Fighting or abusive behavior with a Supervisor, other employees, or the public.
14. Unauthorized leave in first six months of employment with the DPW.
15. Employee negligence which results in a serious accident or injury.
16. Theft.

Discharged employees have the right to appeal through the grievance procedure if they are members of an organized labor union. Permanent Civil Service employees are entitled to a Civil Service hearing under Massachusetts General Laws Chapter 31 and 31A, sections 41 through 45 and 46A.

APPROVED:


ALLAN R. CHWALEK, Director

EFFECTIVE DATE: 2/6/95

REVISED: 6/18/99

PERSONNEL POLICY & PROCEDURE

SUBJECT: **PROGRESSIVE DISCIPLINE** **1.10.2**
Examples of Causes for Discharge with Notice

Some examples of the causes for discharge with notice are the repeated infraction of the following, individually or in combination or on a continual basis.

- *1. Insubordination, which is an employee's refusal of any job instruction or assignment from a supervisor, Assistant Deputy Director, Deputy Director, the Director or his/her designee unless it is immoral, illegal, or dangerous to one's self or others. The employee must do what is asked, and may file a grievance at a later date if desired. Examples of insubordination include, but are not limited to:
 - a. Refusal of or failure to comply with job instruction of a supervisor, or manager or his/her designee.
 - b. Refusal of job assignment.
2. Absence from assigned work area without permission to be so, unless in another area of the department or City performing official business.
3. Sleeping or malingering on the job.
4. Poor job performance.
5. Unexcused tardiness or excessive tardiness.
6. Smoking in prohibited areas.
7. Refusal to work a reasonable amount of overtime when requested during an emergency.
8. Horseplay, practical jokes, and other acts which may be discourteous to the public and/or other employees.

EXAMPLES OF CAUSES FOR DISCHARGE WITH NOTICE (Con't) 1.10.2

- *9. Use of profane or foul language and/or gestures to the public or other employees.
 - *10. Threatening, intimidating, coercing, or interfering with the work of fellow employees.
 - *11. Making false or malicious statements concerning any employee, public servant, or the Department of Public Works.
 - 12. Abuse of rest periods, meal periods, or clean-up time.
 - 13. Premeditated absence by employee.
 - 14. Excessive absenteeism.
 - 15. Failure to give proper notice of absence or tardiness.
 - 16. Failure to provide proper documentation to obtain leave.
 - 17. Noncompliance with physical examination program and/or the Department of Transportation CDL Testing Program.
 - 18. Any violation of the City of Springfield's Equal Opportunity Policy against discrimination based on sex, race, religion, or national origin.
 - *19. Any violation of the City of Springfield's Sexual Harassment Policy.
 - 20. Personal visitors during work time. (unless discussed with management).
 - 21. Failure to obtain administrative permission for posting non-department related business on department bulletin boards.
 - 22. Removing or defacing administratively approved notices.
 - *23. Failure to use/wear available or issued protective equipment where such failure may establish life threatening circumstances to self or others or may result in injury to self or others.
 - 24. Any other willful misconduct or violations of department rules not included in the above list.
- *Depending on the circumstances, these offenses could result in suspension or immediate discharge.



APPROVED:

Allan R. Chwalek
ALLAN R. CHWALEK, Director

Effective Date: 2/6/95
Revised Date: 6/18/99

PERSONNEL POLICY & PROCEDURE

SUBJECT: PROGRESSIVE DISCIPLINE
Fleet Safety

1.10
Appendix A

SCOPE:

This policy applies to all employees of the Springfield Department of Public Works.

POLICY:

The following examples of rules and corrective actions for DPW fleet/vehicle operations have been established in order to apply a practice of progressive discipline when needed to correct employee misconduct and improve job performance.

Nothing in these rules shall reduce the employee's right to challenge a disciplinary action through the regular union grievance procedures.

The rules contained herein are examples of key offenses and are not all-inclusive.

PURPOSE:

To define common fleet/vehicle misconduct actions, which may serve as a general guideline, including similar misconduct, which may be subject to disciplinary action.

PROCEDURE:

1. Each Supervisor and/or Manager is responsible for communicating DPW fleet/vehicle rules to subordinates and for enforcing disciplinary rules according to the guidelines of this policy.

2. Disciplinary warnings are generally administered on a progressive basis and may include verbal warnings, written reprimands, suspensions, or discharge (pending full investigation). Progressive disciplinary actions are cumulative (see notes 3 & 4).

Note #1: The term "serious accident" includes, but is not limited to, the following:

- (1) Any occupational accident which is fatal to one or more persons (employees and/or non-employees).
- (2) Any occupational accident which results in the hospitalization of one or more persons.
- (3) Occupational accidents not immediately reportable but which result in the death of a person within 6 months of the date of the accident.
- (4) Any occupational accident that results in injury to an employee or non-employee involving mutilation, amputation (including major cartilaginous body parts such as ear, nose, etc.), or loss of vision in one or both eyes.
- (5) Any occupational accident involving property damage (combined City and non-City) estimated to exceed \$10,000.
- (6) Any occupational accident which results in hospitalization due to chemical exposure.
- (7) Any DPW related accident involving non-DPW persons, which results in a fatality or hospitalization of one or more persons.

NOTE #2: The term "preventable vehicle accident" is defined as:

Any accident involving an organizational vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it occurred, in which the driver in question failed to exercise every reasonable precaution to prevent the accident.

NOTE #3: A "major offense" is defined as an offense for which the penalty is suspension. Penalty for three major offenses in a one-year period is Subject to Discharge. Major offense documentation shall remain in an employee's record.

NOTE #4: A "minor offense" is defined as an offense for which the penalty is a verbal or written reprimand. Penalty for three minor offenses in a one year period is Subject to Suspension (1, 3, or 5 days) and shall be considered a "major offense". Minor offense documentation shall remain in an employee's record for one year from the date of offense after which it shall be removed. The DPW Short In Pay Program is not part of the above as there are separate guidelines and corrective discipline procedures for it.

(PROCEDURE, cont.)

3. All disciplinary action (including verbal warnings) are to be documented on an Employee Warning Record form. The warning notice and corrective action are to be discussed with the employee, signed by the employee and the manager/supervisor administering discipline, and then routed to the Administrative Office for inclusion in the employee's personnel file. A copy of the warning form may be retained in the division's personnel file, and the employee may receive a copy.

4. Upon notice of an employee's misconduct, the Manager or Supervisor shall consider the facts of the case and administer appropriate disciplinary action as defined below:

5. Discipline may begin in any of the steps listed below depending on the seriousness of the offense.

ACCIDENTS:

a. Serious, preventable vehicle accident, after full investigation:
1st offense -- Subject to discharge.

b. Preventable vehicle accident:
1st offense -- Verbal warning.
2nd offense -- Written reprimand.
3rd offense -- Suspension (1, 3 or 5 days)
Subsequent offenses -- Subject to discharge.

c. Failure to report all accidents promptly (within 24 hours) or serious accidents immediately:
1st offense -- Verbal warning.
2nd offense -- Written reprimand.
3rd offense -- Suspension (1, 3 or 5 days)
Subsequent offenses -- Subject to discharge.

EQUIPMENT:

a. Failure to report mechanically defective condition of equipment:
1st offense -- Verbal warning.
2nd offense -- Written reprimand.
3rd offense -- Suspension (1, 3, or 5 days).
Subsequent offenses -- Suspension (5 days).

b. Unauthorized use of motor vehicles:
1st offense -- Suspension (5 days).
2nd offense -- Subject to discharge.

c. Unauthorized carrying of passengers:
1st offense -- Verbal warning.
2nd offense -- Written reprimand.
3rd offense -- Suspension (1, 3, or 5 days).
Subsequent offenses -- Suspension (5 days).

(EQUIPMENT, cont.)

- d. Failure to report breakdowns promptly:
 - 1st offense—Verbal warning.
 - 2nd offense—Written reprimand.
 - 3rd offense—Suspension (1,3, or 5 days).
 - Subsequent offenses—Suspension (5 days).
- e. Failure to properly cover and/or protect load and/or equipment:
 - 1st offense—Verbal warning.
 - 2nd offense—Written reprimand.
 - 3rd offense—Suspension (1,3, or 5 days).
 - Subsequent offenses—Suspension (5 days).
- f. Failure to keep equipment in good appearance where charged to do so under established policy:
 - 1st offense—Verbal warning.
 - 2nd offense—Written reprimand.
 - 3rd offense—Suspension (1,3, or 5 days).
 - Subsequent offenses—Suspension (5 days).

CONDUCT:

- a. Possession or use of alcohol/illegal drugs in a City vehicle or on DFW/City premises or while on duty, or positive results on the DOT/CDL alcohol and/or drug test, or refusal to take an alcohol/drug test where required to do so:
 - 1st offense — Suspension (5 days) CDL employee required to sign last chance agreement.
 - 2nd offense—Subject to discharge.
- b. Reporting for duty in an impaired condition where the employee's condition is such that it will affect the proper performance of his/her duties:
 - 1st offense—Suspension (5 days).
 - 2nd offense—Subject to discharge.
- c. Discourtesy to customers (City residents) or others (pedestrians or other vehicle operators), either verbally or physically:
 - 1st offense—Subject to discharge.
- d. Theft or dishonesty of any kind:
- e. Flagrant disobeying of orders:
 - 1st offense—Suspension (5 days).
 - 2nd offense—Subject to discharge.

- f. Conviction for reckless driving while operating a City vehicle:
 - 1st offense--Suspension (5 days).
 - 2nd offense--Subject to discharge.
- g. Failure to report change of license status:
 - 1st offense--Subject to discharge.

(CONDUCT, cont.)

- h. Inaccurate loading or unloading of vehicle:
 - 1st offense--Verbal warning.
 - 2nd offense--Written reprimand.
 - 3rd offense--Suspension (1, 3, or 5 days).
 - Subsequent offenses--Suspension (5 days).

REPORTS:

- a. Failure to properly make out reports and trip sheets:
 - 1st offense--Verbal warning.
 - 2nd offense--Written reprimand.
 - 3rd offense--Suspension (1, 3, or 5 days).
 - Subsequent offenses--Suspension (5 days).
- b. Failure to report to dispatchers at specified time when required to do so, while on duty:
 - 1st offense--Verbal warning.
 - 2nd offense--Written reprimand.
 - 3rd offense--Suspension (1, 3, or 5 days).
 - Subsequent offenses--Suspension (5 days).

DRIVING SCHEDULES:

- a. Unnecessary delaying of load or equipment:
 - 1st offense--Verbal warning.
 - 2nd offense--Written reprimand.
 - 3rd offense--Suspension (1, 3, or 5 days).
 - Subsequent offenses--Suspension (5 days).
- b. Failure to follow routings as designated or instructed:
 - 1st offense--Verbal warning.
 - 2nd offense--Written reprimand.
 - 3rd offense--Suspension (1, 3, or 5 days).
 - Subsequent offenses--Suspension (5 days).

c. Taking lunch period at times other than specified in union agreement, without permission:

1st offense—Verbal warning.

2nd offense—Written reprimand.

3rd offense—Suspension (1, 3, or 5 days).

Subsequent offenses—Suspension (5 days).