

AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NUMBER 965

AND

THE CITY OF SPRINGFIELD

OFFICE OF PUBLIC WORKS

JUNE 1, 2025 THROUGH MAY 31, 2029

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AGREEMENT

This AGREEMENT is between the City of Springfield, Illinois, Office of Public Works (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 965 (hereinafter referred to collectively as the "Union").

ARTICLE I - RECOGNITION

Section 1. Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of the Department employed or engaged in operating, erecting, dismantling or repairing machines used in construction and repair work, in loading, unloading and storage of commodities, in sweeping, cleaning and removing debris and snow from streets and roads, and in connection, with tree trimming, sign, sidewalk, and sewer crews, but excluding supervisory, managerial, confidential and office clerical employees.

ARTICLE II - DUES DEDUCTION

Section 1. Voluntary Union Membership.

It is provided that employees voluntarily making application for membership to the Union shall start paying monthly dues and the initiation fee on or after the thirtieth (30th) day following the beginning of employment, and shall then be given 60 days following the signing or the making of application to pay the initiation fee in full.

- a) This section shall not preclude the voluntary choice of applicant employees to make partial or whole initiation fee payments at any time during the thirty (30) day period following the beginning of employment with the employer.
- b) Nothing contained herein shall preclude the Union from assessing a service charge to all persons who voluntarily utilize the above said facilities of the Union, which amount shall be reasonably related to the pro rata cost of maintaining said facilities.
- c) Upon receipt of a voluntarily signed authorization from an employee, the regular dues of the Union and 1% effective June 1, 2008 and an additional 1% effective June 1, 2006 for a total of 2% of an employees gross wages after deductions for health insurance and I.M.R.F. shall be deducted from such employee's pay beginning with the thirtieth (30th) day following employment. This section shall not apply to earned leave upon retirement.

The Employer shall deduct the amount designated as monthly union dues from the check due the employee on the first pay period of each month, and pay the same monthly the same to LOCAL UNION 965 of the INTERNATIONAL UNION OF OPERATING ENGINEERS.

Section 2. Dues Deduction.

Upon receipt of a written authorization, the Employer shall make payroll deductions of dues, initiation fees, assessments, and other payments for the Union. Regular monthly dues shall be deducted from gross pay from the first paycheck of the month. Dues shall be paid to Local Union 965 of the International Union of Operating Engineers.

The Union shall certify any increases in dues to the Employer, and such increases shall be effective thirty (30) thereafter.

The Union shall indemnify and hold the Employer, and its employees and agents harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article.

Section 3. Indemnification.

The Union will provide to the Employer verification that an employee has authorized deductions for dues, assessments, or fees. Employees may express such authorization by any legally binding means under State or federal law. The Parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement include authorizations created and maintained by use of electronic records or signatures consistent with State and federal law.

ARTICLE III - NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental handicap. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 2. Union Activity.

Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

Section 3. Equal Employment/Affirmative Action.

The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and

regulations.

Section 4. Americans with Disabilities Act.

The Employer and the Union will make a concerted effort to comply with all requirements of the Americans with Disabilities Act.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance is any difference of opinion or dispute between the Union or an employee or group of employees covered by this Agreement and the Employer which concerns the meaning, interpretation or application of the express provisions of this Agreement.

Section 2. Procedure.

Any grievance filed under this Agreement shall be processed in accord with the following procedure:

Step 1. Any employee covered by this Agreement who has a grievance shall discuss the matter with the Steward who shall then present it verbally to the Operations Coordinator. The Operations Coordinator shall answer the grievance verbally within three (3) working days after the grievance was presented.

Step 2. If the grievance is not settled in Step 1 and the Union wishes to Appeal the grievance to Step 2 of the Procedure, it shall reduce the grievance to writing and present it to the Director within five (5) working days after the Operations Coordinator's verbal answer in Step 1. The written grievance shall state all the pertinent facts relating to the alleged dispute, refer to the specific provision or provisions of the Agreement alleged to have been violated and state specifically what remedy is being sought. The Director shall answer the grievance in writing within five (5) working days following the meeting.

Arbitration

In the event the grievance is not resolved at Step 2 and the grievance concerns the application, meaning or interpretation of the express terms of this Agreement, the Union may appeal the grievance to binding arbitration within ten (10) working days after the Employer's answer in Step 2 is due. The parties shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. The request shall specify that the panel shall be composed only of arbitrators who are members of the National Academy of Arbitrators and who reside in the Midwest area. Nothing contained herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The parties shall alternately strike the names of three arbitrators, with the Union having the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and Union, requesting that he set a date and time for the hearing, subject to the availability of the Employer and Union representatives.

All hearings shall be held in Springfield, Illinois unless the parties mutually agree otherwise.

Nothing in the foregoing shall preclude the City and the Union from mutually agreeing to an "expedited arbitration" process. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to hear the merits of the dispute.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The arbitrator shall have no authority to grant relief for any period prior to the occurrence of the events giving rise to the filing of the grievance.

The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of Federal or State laws or rules and regulations having the force and effect of such laws. The arbitrator shall be requested to submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses, and for purchasing its own copy of the written transcript.

Section 3. Time Limits.

No grievance shall be processed unless it is submitted within ten (10) working days after the employee concerned or the Union became or should have become aware of the occurrence of the event giving rise to the alleged grievance. In the case of a disciplinary suspension, no grievance shall be processed unless it is submitted by the end of the day after the disciplinary suspension is imposed. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limits in each Step may be extended by written agreement of the Employer and the Union representatives involved in each Step.

Section 4. Civil Service Commission -Election of Remedies.

The members of this unit covered by this Agreement are classified employees for the purpose of Civil Service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize Civil Service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter which may initially be eligible to be a subject of a grievance. If a member initially elects to utilize Civil Service procedures and subsequently decides to avail himself to the grievance procedure hereunder, such member must effectively secure a termination of Civil Service procedures and also file a grievance in the time frame provided in this Agreement for the filing of grievances.

ARTICLE V - DISCIPLINE

Section 1. Discipline.

While the parties agree with the tenets of progressive and corrective discipline, disciplinary action may include any of the following, but shall be initiated in light of the seriousness of the offense:

Oral reprimand;
Written reprimand;
1 Day Suspension;
3 Day Suspension;
5 Day Suspension;
15 Day Suspension;
30 Day Suspension;
Discharge (notice to be given in writing).

Disciplinary action may be imposed upon a certified employee for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action-giving rise to the discipline and has had a reasonable period of time to investigate the matter but in no case later than 60 days.

Section 2. Reprimand.

If the Employer has reason to reprimand an employee it shall be done whenever possible in a manner that will not embarrass the employee before other employees or the public.

Section 3. Notice.

For discipline other than reprimands, the Employer shall hold a pre-deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward forty-eight (48) hours of the meeting and reasonably in advance of such meeting shall provide the steward with the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 4. Demotion.

Demotions shall not be used as a disciplinary measure, however, the parties recognize that circumstances may exist where the interests of the Employer or the employee may be best served by such action and in such cases demotion shall be appropriate.

Section 5. Union Representatives.

An employee will have a right to union representation during the imposition of discipline.

Section 6. Removal of Discipline.

Any oral reprimand or written discipline imposed shall be removed from an employee's record if one (1) year passes without the employee receiving any additional discipline. Any suspension imposed, except for suspensions resulting from positive drug and/or alcohol tests, shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action, four (4) years pass without the employee receiving any additional discipline. However, such suspension may be used against an employee for the purposes of promotion for up to five (5) years.

ARTICLE VI - NO-STRIKE AND NO LOCKOUT

Section 1. No Strike.

During the term of this Agreement, neither the Union, its officers or agents or any employee will instigate, aid, promote, condone or engage in any strikes, work stoppages, slowdowns, mass resignations or absenteeism, or similar illegal activity.

Section 2. No Lockout.

The Employer will not, during the term of the Agreement, lock out any employees as a result of a labor dispute with the Union.

Section 3. Employer Rights.

The Employer retains the right to discipline, up to and including discharge, any employee

violating Section 1 of this Article.

ARTICLE VII - MANAGEMENT RIGHTS

It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects except as modified by the expressed written terms of this Agreement. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the City of Springfield; to determine its policies, budget and operations, to determine the manner in which its functions shall be performed, and the direction of its working forces, included, but not limited to the right to hire, promote, demote, transfer and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities, to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation, to eliminate, contract and locate or transfer work and maintain efficiency.

ARTICLE VIII - SENIORITY

Section 1. Probationary Period.

The City shall have the unlimited right to discipline and discharge any employees during the first 365 days of continuous employment which shall be considered a probationary period.

Section 2. Application of Seniority.

Among employees completing the probationary period who are relatively equal in ability and qualifications to perform the work required, the employee having the greater seniority shall be given preference for purposes of layoff and recall, promotion, and the choice of shifts and the piece of equipment with the Employer, provided that at all times the Employer has available sufficient employees with the ability and qualifications required to perform the work to be assigned.

In terms of job assignments: Employees will be assigned to the piece of equipment to which he/she normally is assigned, provided that the Employer has determined that the equipment is required to perform the work. Exceptions to this, are demonstrated emergency situations, training modalities (agreed to by the Union in advance), and when available operators are not qualified. Long term vacancies shall be filled through a bidding process with the most senior qualified operator being given preference. For assignments at the beginning of the work day, short term vacancies will be filled with the least senior qualified available operator who is unassigned to a piece of equipment.

ARTICLE IX - HOURS OF WORK

Section 1. No Guarantee or Limitation.

This article shall not be construed as a guarantee or limitation on the number of hours per day or work week. The regular hours of work each day shall be consecutive except that they may be

interrupted by a meal period. If any other bargaining unit refuses to work, this provision will not be held against Operating Engineers Local 965.

Section 2. Work Day and Work Week.

Eight (8) consecutive hours shall constitute a work shift in any one twenty-four hour period from Monday through Friday, and shall include one (1) paid lunch period of thirty minutes. Lunch period shall be from 11:00-11:30, except in an emergency. Forty hours shall constitute a work week. The City may establish another regular work week for a minimum number of individuals or crews.

Section 3. Starting Time.

The normal starting time shall be 7:00 a.m. However, in order to meet seasonal conditions or special conditions specified by the awarding authority(ies), the starting time may be changed on a weekly basis to between 6:00 a.m. and 8:00 a.m. with prior notice to the job steward and forty-eight (48) hours notice to the employee(s).

Section 4. Overtime Payment.

Employees shall receive one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) in any workday. An employee may elect compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of 120 hours per contract year. Overtime hours may be split between compensatory time and pay at the employee's discretion. The employee will be notified by the Supervisor during the pay period if additional compensatory time has been approved. Compensatory time shall be taken in one hour increments, at the beginning or end of the work day, subject to the approval of the supervisor. Employees must give notice to his Superintendent at least twenty-four hours prior to the start of the shift he desires to use compensatory hours. Compensatory hours not used shall be liquidated in cash on May 31 of each year.

An employee scheduled to work on a holiday shall receive double time pay for all hours worked plus holiday pay. An employee scheduled to work on a Sunday shall receive time and one-half pay for all hours worked.

An employee scheduled to work on a sixth consecutive work day in any work week shall in any event receive time and one-half pay for all hours worked on such day and an employee scheduled to work on a seventh consecutive work day in any work week shall in any event receive double time pay for all hours worked on such day.

Section 5. Overtime Rotation.

All overtime shall be equally and impartially divided among all employees doing the same class of work, insofar as practical.

Section 6. Call In/Call Back Pay.

An employee called back to work after completing his regular shift shall receive a minimum of four (4) hours work at time and one-half. Any employee called in to work on a Sunday shall receive not less than four (4) hours work at double time rate of pay. Any employee called in to work on a holiday shall receive not less than four (4) hours work at the double time rate of pay.

If the overtime assignment is completed in less than four (4) hours, the Employer will not require the employee to work the entire four (4) hours by assigning extra non-essential work. However, if a second emergency occurs during this four (4) hour period, the employee will address the second emergency and this will not be considered a second call-back.

Any employee, however, who is called in to work that extends into his next regular work shift, shall receive time and one-half for the actual hours worked up to his starting time with a minimum of two (2) hours at time and one-half.

Section 7. Pre-Arranged Work.

Pre-arranged work outside the regular work shift shall be paid at one and one-half (1 1/2) times the regular rate when notification is give four (4) working hours in advance and no minimum call in pay will be required. Four (4) working hours constitutes sufficient time to classify overtime as being pre-arranged. Any hours worked in excess of sixteen (16) consecutive hours shall be at the double time rate. If an employee is required to stay over after the end of the regular shift, he shall be guaranteed a minimum of two (2) hours at the overtime rate.

ARTICLE X - HOURLY WAGE RATES AND COMPENSATION

Section 1. Hourly Wage Rates.

	6/1/2025	6/1/2026	6/1/2027	6/1/2028
Master Operator	PR	PR	PR	PR
Operating Engineer	+ \$2.00	+ \$2.00	+ \$2.00	+ \$2.00

Effective May 1, 2020, new hires hired into the bargaining unit shall only hold the title of Operating Engineer throughout their employment with the City. New hire rates for Operating Engineers, effective June 1, 2025, shall be \$37.50, with an annual adjustment based on the amount of increase of the prevailing wage rates as certified by the Illinois Department of Labor for Sangamon County. For example, if the prevailing wage rate for operating engineers increases from \$47.30 to \$47.80 the following year, the new hire rate would be adjusted from \$37.50 to \$38.00, because the amount of increase to the prevailing wage rate would be \$0.50. Longevity pay shall still apply to any new hires when the employee becomes eligible.

Section 2. Temporary Employees.

Operating Engineers employed on a temporary basis shall receive the prevailing rate as certified by the Illinois Department of Labor for Sangamon County or the hourly wage rate set forth in this Agreement, whichever is less. The Employer will make contributions to the union-sponsored

Pension, Health and Welfare Funds and Training according to the rates established by the Illinois Department of Labor for Sangamon County. Effective September 1, 2005, Operating Engineers employed on a temporary basis shall be acquired through the referral procedure of the Union and shall be covered by the terms and conditions of this Agreement except for the following: Article XIII, Holidays, Article XIV, Vacations, Article XV, Leaves of Absence, Article XVI, Group Insurance and Article XVII, General Provision, Section 1. Tool and Uniform Allowance. Temporary employees who are unsatisfactory to the City will be terminated and the Union will be requested to select another temporary employee if the City requires such service. Full time employees shall have preference to machine assignments before temporary employees.

Section 3. Meal Allowance.

In emergencies, (snow, wind storms, etc.) meals will be furnished by the Employer not to exceed \$15.00 for each man required to work over ten (10) hours. A second meal allowance of \$15.00 will be furnished by the Employer after an employee works continuously for more than twenty (20) hours.

Section 4. Shift Bonus.

Employees assigned to regularly scheduled 3:00 p.m. to 11:00 p.m. and the 11:00 p.m. to 7:00 a.m. shifts shall receive a shift bonus in the amount of \$.75 per hour, effective June 1, 2005. Employees assigned to temporary 3:00 p.m. to 11:00 p.m. and the 11:00 p.m. to 7:00 a.m. shifts for the purpose of snow removal and other emergencies shall receive shift bonus in the amount of \$.75 per hour.

Applicable shift bonus pay shall apply to employee's rate for the purposes of computing overtime. The phrase "assigned to a temporary shift," means notification of such assignment prior to the end of an employee's regularly scheduled shift.

Shift bonus shall apply only for shifts worked and not for sick pay, vacation pay, holiday pay, personal business day, funeral leave or any other pay for time not actually worked.

Section 5. Assignment Pay.

Employees that are required to obtain a chemical application license or certifications for demolitions shall receive an additional \$1.00 per hour for all hours worked. The additional \$1.00 shall only be in effect while chemical application or demolition work is done.

Section 6. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 7. Retroactive Pay.

It is recognized that the parties of this agreement, when negotiating a successor agreement may go beyond the expiration date of this agreement. In that case, should the parties negotiate

retroactive pay, that retroactive pay shall be limited to those employees still in the active, full-time service of the department on the date of the execution of this agreement.

Section 8. Longevity.

Employees, who have completed 15 years or more in Local 965 while employed with the City, shall have \$.50 added to their base wage effective the first day of the month following the completion of said years of service. Employee who have completed 20 years or more in Local 965 while employed with the city, shall have an additional \$.50 added to their base wage for a total of \$1.00 effective the first day of the month following the completion of said years of service. Employee who have completed 25 years or more in Local 965 while employed with the city, shall have an additional \$.50 added to their base wage for a total of \$1.50 effective the first day of the month following the completion of said years of service.

Section 9. Direct Deposit.

Effective upon the ratification of the 2017 contract, employees pay shall be made via direct deposit to an institution of the employees' choosing.

ARTICLE XI - LAYOFF AND RECALL

Section 1: The employer may lay off any employee within the unit whenever such action is made necessary by reason of shortage of work or funds. However, no employee within the bargaining unit shall be laid off while there are temporary, part time or probationary employees serving in the same classification for which the employee is eligible and available.

In the event that layoff is necessary, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training.

An employee laid off shall be notified in writing no later than (20) workdays prior to the period of layoff.

An employee shall not earn vacation or sick leave accrual or personal days during the period of layoff.

Section 2: The names of employees laid off shall be placed on a recall list for a period of sixty (60) months. Recall shall be according to inverse order of their layoff.

Employees who are eligible for recall shall be sent Notice of Recall to the employee's last reported address by certified mail return receipt requested. The employee shall notify the Employer of their intention to return within ten (10) working days after receipt of a Notice of Recall.

ARTICLE XII - DRUG TESTING

Effective June 1, 2025, all employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion in accordance with the

policy attached hereto as Appendix A and set forth below. In addition, an employee will be tested for both drugs and alcohol following any OSHA recordable event or any accident, which results in a fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving traffic violation arising from an accident. Employees will be subject to drug testing per applicable State and Federal laws.

SECTION 1. DISCIPLINE. Upon the return of a positive drug or alcohol test, the following will result: If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

First Offense - The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).

Second Offense - The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract. No pre-disciplinary hearing is required, unless requested by the union or employee.

Third Offense- The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

First Offense - The employee will be subject to a minimum 15 day suspension without pay and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required, unless requested by the union or employee

Second Offense -Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.* No pre-disciplinary hearing is required, unless requested by the union or employee.

*If an employee has previously tested positive for drugs and /or alcohol (.02 or greater), an alcohol concentration of .04 or greater shall be considered a Second Offense under this Section and the employee will be automatically terminated.

If a drug test result is positive:

First Offense - The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required unless requested by the union or employee.

Second Offense - Any employee who test positive for drugs and/or alcohol within five (5) years of his or her previous test will be automatically terminated. No pre-disciplinary hearing is required unless requested by the union or employee.

SECTION 2. COMPLIANCE WITH TESTING REQUIREMENTS. Any employee subject to

drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated. A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

SECTION 3. RETURN-TO-DUTY CONTRACTS. An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

1. A release-to-work statement from an approved Substance Abuse Professional (SAP) prior to returning to work.
2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.
3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work. The employee will be responsible for the cost of such testing.
4. An agreement to unannounced frequent follow-up testing.
5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Work Contract is grounds for discharge.

SECTION 4. CONFIDENTIALITY. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the Medical Review Officer (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

Employees shall, upon written request, have access to their own results and to records relating to them which the MRO provides the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XIII - HOLIDAYS

Section 1. Number of Holidays.

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Good Friday
Memorial Day

Labor Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving
Christmas Day

Juneteenth
Independence Day

Day before or after Christmas (as designated
annually by City Council)

No work shall be performed on Labor Day, except to save life or property. When the holiday falls on Sunday, it shall be observed on Monday.

Section 2. Holiday Pay.

For each holiday not worked, an eligible employee shall receive eight (8) hours pay at this regular straight-time hourly rate.

Section 3. Pay for Holiday Worked.

An employee who works on a holiday shall receive double time pay for all hours worked plus holiday pay.

Section 4. Eligibility.

In order to be eligible for holiday pay or time off under the provisions of this Article, the employee must have worked the scheduled day before and after the designated holiday or have been paid vacation, personal or sick leave (with verification) for such days.

ARTICLE XIV - VACATIONS

Section 1. Amount of Vacation.

All full-time employees shall be granted vacations with pay. All vacation shall be earned or accrued on a monthly basis. Monthly accrual units will be earned on the day of the month marking the employees' hire-in date.

Monthly accrual units earned upon successful completion of a month's service are as follows:

- 1) Month 1 through month 60 - .83 unit per month (0-5 years)
- 2) Month 61 through 180 - 1.25 unit per month (5-15 years)
- 3) Month 181 through month 240 - 1.67 unit per month (15-20 years)
- 4) Month 241 through month 300 - 1.83 unit per month (20-25 years)
- 5) Month 301 and thereafter - 2.08 unit per month (25+)

An employee will earn and accrue vacation during his initial six (6) months of employment; but will not be allowed to take any vacation until the successful completion of six (6) months of service.

Section 2. Vacation Preference.

Seniority shall determine preference when choosing vacations. No more than two (2) employees

in the Department may be granted vacations at the same time. The Operations Coordinator shall respond to all vacation requests within forty-eight (48) hours.

Vacation time may be taken in an emergency if the Operations Coordinator or his designee is notified prior to 7:00 a.m. Said emergency shall be mutually recognized by the Employer and employee.

The Employer shall definitely, for purposes of mutual recognition, take into account any misuse of this provision. The Employer reserves the right to require verification of the emergency situation.

Section 3. Vacation Pay-Off.

Employees with at least twelve (12) months continuous service who retire or resign from the service of the Employer shall be compensated at their straight time hourly rate for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the Employer in writing. If said notification is not provided, the employee shall not be entitled to any pay for accumulated vacation time. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any probationary employee or any employee discharged for cause be compensated for unused vacation.

Section 4. Accrual of Vacation Leave.

Vacation leave will not accrue during unpaid leave or disciplinary suspension of thirty (30) days or more.

ARTICLE XV - LEAVES OF ABSENCE

Section 1. Sick Leave.

Sick leave shall accumulate for employees and be compensable in the manner provided for by the City Code. However, payment for accrued sick leave upon retirement or death shall be for a maximum of 150 days. Additionally, sick leave shall not accrue during unpaid leave or disciplinary suspension of thirty (30) days or more.

The above benefits shall not be available to employees who quit or who are discharged, or for new hires hired on or after June 1, 2014.

After three (3) consecutive scheduled workdays taken as sick days, the employee shall furnish a doctor's certificate before payment shall be made to the employee as provided in the foregoing situations. Medical verification of illness may also be required after seven (7) sick days have been used in a calendar year. Sick benefits shall be paid at the employee's regular rate of pay exclusive of shift bonus or other premium. All requests for sick time must be made prior to the start of the employee's shift.

An employee who does not use more than one (1) sick day during a calendar year shall receive

two (2) personal bonus days. Employees who have accrued ninety (90) days or more sick leave prior to a calendar year and do not use any sick leave or are not absent without pay during a current calendar year shall be granted a total of five (5) days leave with pay. Said personal bonus days shall be awarded at the beginning of the next calendar year and must be used by the end of that calendar year. The above benefits shall not be available to employees who quit who are discharged. Effective June 1, 2014, sick days used under FMLA will count for the purpose of determining an employee's eligibility for additional bonus days.

Section 2. Military Leave.

Military leave shall be granted in accordance with applicable law. An employee who is a member of the National Guard or of a reserve unit of the Armed Forces of the United States will be granted leave for annual training sessions not to exceed fifteen (15) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the Employer will pay that portion of the employee's salary not paid by the reserve unit.

Section 3. On the Job Injury.

Any person injured on the job shall be paid in accordance with the applicable section of the Workers' Compensation Laws, and the disability portion of the Illinois Municipal Retirement Fund. They will be paid full time for the day of injury. Employees who become eligible for workers' compensation benefits on or after June 1, 2014, shall not accrue benefit time while receiving workers' compensation benefits, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement.

Section 4. Personal Leave.

In addition to leave authorized above, the Director may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

Section 5. Special Leave.

The Employer may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City service, urgent personal business requiring employee's attention of an extended period such as settling estates, liquidating a business, serving on a jury and attending court as a witness and for purposes other than the above that are deemed beneficial to the City service.

Section 6. Training and Education Leave.

The City Council, upon the recommendation of the appropriate City Director may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are

deemed beneficial to the City service.

Section 7. Personal Business Day.

Employees, other than seasonal or temporary employees, shall be allowed two (2) personal business days with pay for the first year of this Agreement. Effective June 1, 1992, employees shall be allowed three (3) personal business days with pay each year. Such personal business days may be used for any personal reason of the employee. Personal days may not be accumulated nor carried over from one contract year to the next. A personal day off should be scheduled in advance with the Operations Coordinator whenever possible and may be denied if insufficient employees would, in the judgment of the Operations Coordinator, be available to meet the operating needs of the Employer. No employee who terminates dies or retires shall be eligible for payment for an unused personal business day. Personal days for new employees will not accrue until they have worked twelve (12) months.

Up to four (4) hours of personal leave per year may be used in one (1) hour increments subject to operational requirements and approval by the Operations Coordinator.

Section 8. Authorized and Unauthorized Leave.

An employee who is absent from duty shall report the reason therefore to his supervisor. Any employee, after notifying his supervisor prior to the start of his shift and reporting within one hour after designated starting time, shall have his pay reduced by one-half or one hour, as applicable. An employee shall be allowed to report more than one hour after designated starting time only with permission of his supervisor. All unauthorized and unreported absences shall be considered as without leave and deduction of pay shall be made. Such absence without leave shall also be grounds for disciplinary action.

Section 9. Funeral Leave.

In the event of a death in the immediate family of an employee (defined as spouse, parents, children, including adopted and step children, brother and sister, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian), the employee shall be granted up to three (3) consecutive work days leave of absence per occurrence without loss of pay to make necessary arrangements and to attend funeral services. Employees shall be granted one (1) work day without loss of pay to attend funeral services for the employee's Aunt or Uncle who was a blood relation. In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days used per year or eligibility for the sick leave bonus. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

Section 10. Paid Leave for All Workers Act.

The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/15(n).

ARTICLE XVI - GROUP HEALTH INSURANCE

Section 1. Group Health Insurance Plan.

Members of the bargaining unit shall be provided the same group health and life insurance benefits for the employee and his dependents as all other employees of the City of Springfield at the same premium rate. Life insurance is for the employee only.

Section 2. Non-Duplication of Benefits.

In the event any employee or dependent is entitled to benefits under any employee group insurance plan or Employer's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for other services rendered, shall not exceed the amount provided for under this program. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the plan or program insuring the father will be considered primary.

Section 3. Miscellaneous.

The failure of any insurance carrier to provide any benefit contracted for shall neither create nor impose any liability upon the Employer or the Union, either under this Agreement or otherwise.

ARTICLE XVII - GENERAL PROVISIONS

Section 1. Protective Equipment and Clothing.

It is the intent of the Employer to provide necessary protective equipment/clothing to the employee for work duties. These items include raincoats, rain boots, gloves and summer/winter issue uniforms.

All employees, excluding mechanics, covered under this Agreement shall be required to furnish and wear the following work clothing items:

- *Plain long or short sleeve shirts (sleeveless are acceptable; sweatshirts are acceptable).
- *Jeans (11 oz. or heavier) or current work pants (any color).

Any other clothing items or apparel must be worn if furnished by the City. All clothing must be in original conditions without alterations (i.e., shorts, cutoff jeans or cutoff sleeves are unacceptable; printing or writing on clothing is unacceptable).

Mechanic employee uniform rental shall be paid in full by the Employer. Mechanics shall also receive six (6) cotton pocket T-shirts, with or without sleeves as designed by the employee, by the end of April each year. All employees covered under this Agreement shall be required to furnish and wear safety boots with steel toed reinforcement, and Carhartt (or equivalent) coveralls as winter and/or protective wear. The City will compensate mechanics \$200.00 on 6/1/2008 and \$225.00 on 6/1/2009 per year for these items.

Uniforms and other wearing apparel supplied by the City shall not be altered in any manner without prior written approval of the Operations Coordinator.

Employees, except for mechanics, shall be required to furnish and wear safety boots with steel toed reinforcement, and Carhartt (or equivalent) coveralls as winter and/or protective wear. The City will compensate employees \$400.00 per year for these items.

The employer understands that due to the nature of certain required duties, certain protective equipment/clothing may need to be replaced on an as needed basis. These instances will be resolved by the Employer and Union as they may arise. Safety lens shall be replaced on an "as needed" basis up to a maximum of two hundred dollars (\$200.00) per year. In instances where items were misused or found being used for other than work purposes, replacement may be denied. Employees on any continuous leaves of absence for longer than three (3) months in a contract year shall have the above allowances pro-rated accordingly.

Section 2. Severe Weather.

Men shall not be required to work outside in severe cold, storm, or rainy weather without proper protection against every element of the weather to carry on regular continuous service. The decision whether or not employees in the bargaining unit will work will be made by the judgement of the Operations Coordinator upon conferring with the shop steward.

Section 3. Tool Rental.

In lieu of previous annual lump sum payments, tool rental shall be included in the base wage for mechanics. Tools which are lost or damaged due to fire or theft will be replaced or repaired by the Employer without cost to the employee, provided such loss was not due to mechanic negligence.

Section 4. Commercial Drivers' License.

All employees are required to obtain a Commercial Drivers' License (CDL). The employee's first written test may be taken during working hours without loss of pay. Any road test that may be required can be taken during regular work hours in a City owned vehicle. Employees will be reimbursed the difference in cost between a CDL and Class D license. Such reimbursement shall be made only after the employee has provided proof of renewal.

Failure to report the loss of a CDL and/or Driver's License will result in termination of employment.

The Union agrees that a minimum of 75% of the bargaining unit will maintain a CDL. However, because the Employer recognizes the bargaining unit employees as safety sensitive, all employees will be subject to the CDL drug and alcohol testing policy.

If there are less than 75% of the bargaining unit members without a CDL, employees who have lost their CDL and/or Driver's License will be temporarily reassigned and will be paid \$1.00 less per hour for a period up to one month. The least senior employee without a CDL must obtain a CDL within the one month period or that employee will be discharged.

Operating a City vehicle on a revoked or suspended driver's license shall be grounds for immediate dismissal.

Section 5. Residency.

The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all current employees covered by the Parties current collective bargaining agreement. The parties agree to meet and negotiate if the City Council makes any changes to Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by Council which are more restrictive than the ordinance shall apply to any bargaining unit member.

Section 6. GPS Equipped Vehicles.

Any vehicle or equipment owned by the City of Springfield that is equipped with OPS monitoring and utilized by any employee covered by this agreement shall be notified prior to use of that vehicle or piece of equipment.

ARTICLE XVIII - SUBCONTRACTING

It is the general policy of the Employer to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary for reasons including economy, improved work product or lack of skills. Before the Employer contracts out work previously performed by bargaining unit employees, except in emergencies, the Employer will notify the Union at least ten (10) calendar days prior to awarding the contract and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work to afford the employees an opportunity to offer suggestions on a more feasible or economic alternative to subcontracting the work. These discussions shall include means by which to minimize the impact of such on employee if there is any subcontracting of bargaining unit work.

ARTICLE XIX - SAVINGS PROVISIONS - PARTIAL INVALIDITY

Section 1. Savings Provision.

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or City Ordinance or the final order or decree of judgement of any court having jurisdiction over the parties.

Section 2. Partial Invalidity.

If any provision of this Agreement should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XX - ENTIRE AGREEMENT

Section 1. Entire Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Amendment.

This Agreement may be amended by the mutual written agreement of the parties and will then become part of this Agreement.

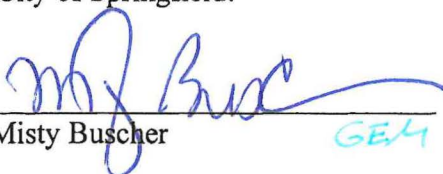
ARTICLE XXI - TERMINATION

This Agreement shall be effective as of the 1st day of June 2025, and shall remain in full force and effect until the 31st day of May 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin within thirty (30) days of notification. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided by another party.

The Agreement cannot and does not supersede or control over any Ordinance or Statute whenever adopted unless this Agreement is ratified by the City Council.

IN WITNESS WHEREOF, the parties have executed this Agreement the 21st day of August, 2025.

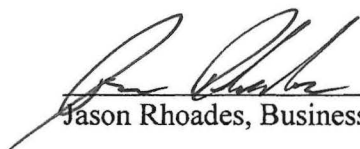
For the City of Springfield:



Mayor Misty Buscher

Date: 8/21/25

For IUOE Local 965:



Jason Rhoades, Business Manager

Date: 8/20/2025

APPENDIX A

City of Springfield Office of Human Resources Policy on Drug and Alcohol Testing

I. Policy

The City of Springfield is dedicated to providing safe, dependable and economical services to our citizens. City of Springfield employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to: (1) ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime for personal problems, including alcohol or drug dependency, which may adversely affect their ability to perform their assigned duties.

In order to ensure a safe work environment and compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101 *et seq.*), City of Springfield maintains a drug-free workplace. Accordingly, the City of Springfield prohibits employees from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in accordance with the requirements of the Anti-Drug Abuse Act of 1988 (Public Law 100-690, 102 Stat. 4181), use of drugs and use of alcohol in the workplace. The foregoing prohibition shall apply to City of Springfield property, including in City of Springfield vehicles and any private vehicles parked on City of Springfield premises or worksites.

II. Substances Covered by this Policy

For purposes of this Policy, the term “drugs” includes, but shall not be limited to: (i) any non-prescribed controlled substance that the employee is not authorized to possess or consume by law; (ii) any substance listed in the Controlled Substances Act (720 ILCS 570 *et seq.*); (iii) any substance listed in the Cannabis Control Act (720 ILCS 550 *et seq.*); and (iv) drugs or substances which may not be listed in the Controlled Substances Act or the Cannabis Control Act but which have adverse effects on perception, judgment, memory or coordination. A non-exhaustive list of applicable drugs includes, but is not limited to, the following:

Opium	Psilocybin-psilocin
Morphine	MDA
Codeine	PCP
Heroin	Chloral Hydrate
Meperidine	Methylphenidate
Cannabis	Hash
Barbiturates	Hash Oil
Glutethimide	Steroids
Methaqualone	Tranquilizers

Cocaine	Amphetamines
Phenmetrazine	LSD
Mescaline	

The term “drugs” may also include prescription medication, meaning that an employee has a current prescription or other written approval from a physician for the use of a drug in the course of medical treatment. Prescription medication must include the patient’s name, the name of the substance, quantity/amount to be taken and the period of authorization.

III. Prohibited Conduct

The following conduct is prohibited:

1. The unauthorized use, possession, manufacture, distribution, or sale of drugs, drug paraphernalia or alcohol while on or in City of Springfield property, while conducting work-related business, or during working hours.
2. Being under the influence of drugs or alcohol while on or in City of Springfield property, while conducting work-related business, or during working hours.
3. Being under the influence of legal or prescribed drugs or chemicals used in excess of, or in non-conformity with, prescribed limits while on or in City of Springfield property, while conducting work-related business, or during working hours.
4. The illegal use, possession, manufacture, distribution, or sale of drugs or drug paraphernalia (while on or off duty).
5. Storing any illegal drug, drug paraphernalia, cannabis or alcohol in or on City of Springfield property.
6. Failing to notify an employee’s supervisor prior to starting work of any known side effects of medications, prescription drugs, or other chemical compounds or supplements of any kind, including cannabis, that the employee is taking (or has taken) which might affect the performance of the employee’s duties.
7. Refusing to immediately submit to an alcohol and/or drug test when requested by a supervisor.
8. Failing to provide, within one workday following a request, documentation confirming a valid prescription for any drug or medication identified by a positive drug test.
9. Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled as a condition of continued employment.
10. Failing to notify the employee’s supervisor of any arrest, conviction, or relevant plea (including pleas of guilty and *nolo contendere*) relating to drugs or alcohol no later than

the earlier of the next date the employee is scheduled to work or two calendar days following the arrest, conviction or plea.

11. Tampering with, adulterating, altering, substituting, or otherwise obstructing any testing process required pursuant to this Policy.
12. Performing any safety-sensitive duties while having a blood alcohol concentration of .02 or greater.
13. Possessing or using drugs or alcohol while on duty or while operating a commercial vehicle.
14. Operating a commercial vehicle within four hours after using alcohol (an on-call employee who consumes alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty).
15. Consuming alcohol or cannabis during the eight-hour period following an accident requiring a drug and alcohol test before a post-accident alcohol or drug test is given.
16. Reporting for duty or remaining on duty requiring the operation of a commercial vehicle when the employee has used a drug or drugs, except when the use is pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial vehicle.

IV. Required Conduct

The following conduct is required of all City of Springfield employees:

1. Employees must notify their supervisor prior to starting work of any known side effects of medications, prescription drugs, or other chemical compounds or supplements of any kind, including cannabis, that they are taking (or have taken) which might affect the performance of their duties or threaten the safety of the employee or any other person.
2. Employees must notify their supervisor of any arrest, conviction or relevant plea (including pleas of guilty and *nolo contendere*) relating to drugs or alcohol no later than the earlier of the next date the employee is scheduled to work or two calendar days following the arrest, conviction or plea. In accordance with federal law, **the City of Springfield** will notify any applicable federal contracting officer(s) of any relevant conviction(s) or plea(s) within 10 days of receiving notice of the conviction or plea.
3. Employees must submit to drug testing in accordance with this Policy and applicable law.

V. Testing for Prohibited Substances

a. Pre-Employment

All applicants for positions covered by this policy, shall undergo drug testing after receiving a conditional offer of employment. Receipt by the City of Springfield of a negative test result is required prior to employment. A positive drug test will disqualify an applicant for employment. All medical examinations administered by the City of Springfield shall include a drug test.

Any individual who tests positive, as defined in 49 CFR Part 40, will not be considered for employment for the same position or other positions covered by this policy for at least twelve (12) months from the date of the test, unless he/she provides documentation of a negative drug test and is released by a Substance Abuse Professional (SAP).

b. All Employees

Reasonable Suspicion Testing - All employees are required to submit to alcohol and/or drug testing if a trained supervisor determines that there is reasonable suspicion to believe that an employee has been using illegal drugs, abusing prescribed drugs, is under the influence of alcohol or cannabis, or is consuming alcohol or cannabis while working.

For the purposes of this Policy, reasonable suspicion means a belief based on objective facts sufficient to lead a reasonable prudent person to find that an employee is using, or has used, drugs or alcohol in violation of this Policy. Such a suspicion shall be drawn from specific, objective facts and reasonable inferences drawn from those facts in light of experience.

Some factors that may be considered in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:

1. Observable phenomena, such as direct observation of drug or alcohol use, the presence of the odor of drugs or alcohol on or about the employee and/or the physical symptoms or manifestations of being under the influence of drugs or alcohol;
2. Abnormal conduct or erratic behavior;
3. Excessive unexcused absenteeism, tardiness, or deterioration in work performance;
4. Slurred speech or unsteady walking or movement;
5. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
6. Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, drugs, or other prohibited substances whether on or off duty.
7. Testing for cannabis based on reasonable suspicion shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

Once reasonable suspicion has been determined, the employee shall be required to take the

applicable drug and/or alcohol test. Reasonable suspicion to believe an employee is under the influence of drugs and/or alcohol, or has otherwise violated this policy, such evidence or observations shall be documented on the *Reasonable Suspicion Observation Form*. The employee will then be tested as soon as possible, but not to exceed eight (8) hours for alcohol and thirty-two (32) hours for drug testing. If an alcohol test is not conducted within two (2) hour or a drug test is not conducted within eight (8) hours, a record shall be prepared and retained stating the reason why. If in eight (8) hours and alcohol test is still not conducted or in thirty-two (32) hours a drug test is still not conducted, all attempts shall cease and a complete record made of why it was not accomplished. An order to submit to testing shall be in writing and signed by a supervisor. If an employee declines the test, it will be treated as a positive test and the employee will be subject to discipline up to and including termination. When an employee is ordered to submit to a drug and/or alcohol test as a result of a supervisor's reasonable suspicion, the employee will not be allowed to return to work pending the results of the drug and/or alcohol test.

Post-Accident Testing - Employees will be required to undergo drug and/or alcohol testing if they are involved in an accident with a City of Springfield vehicle (regardless of whether or not the vehicle is in course of City business or service) or in the employee's personal vehicle while on City business and if the accident resulted in:

1. A fatality.
2. Injuries requiring transportation to a medical treatment facility (subject to reasonable suspicion testing).
3. Disabling damage to any vehicle or property (subject to reasonable suspicion testing).
4. A citation under state or local law for a moving traffic violation arising from the accident.

This may also apply to any employee who is a passenger in the vehicle involved in an accident and any other employee whose performance could have contributed to the accident.

All accidents, including those involving a vehicle, must immediately be reported to an employee's supervisor. The supervisor shall investigate the circumstances of the accident and determine if there is reasonable suspicion to require a drug and/or alcohol test. If it is determined that the employee caused or contributed to occurrence of the accident or the employee was otherwise at fault, the employee may be required to submit to a drug and alcohol test regardless of the existence of reasonable suspicion.

Post-accident testing for cannabis shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

If post-accident drug and/or alcohol testing is ordered, the employee involved must submit to a drug and/or alcohol test within two hours of the accident. An employee who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid reason or permission by his or her supervisor will be deemed to have refused to submit to testing. The employee to be tested shall not be permitted to drive himself or herself to the collection site.

Random Testing - Employees may be randomly selected to submit to drug and/or alcohol testing. The process will be unannounced, and employees shall be selected in a non-discriminatory manner. After an employee is notified that he or she has been selected for random testing, the employee shall be required to report immediately to the testing location no later than one hour after notification. Upon arrival at the testing location, the employee must identify him or herself by use of a photo identification card and present any applicable documentation. Upon completion of the drug and/or alcohol testing, the employee will, if his or her shift is not completed, immediately return to duty status.

Return-to-Duty Testing - Employees who have engaged in prohibited conduct regarding controlled substances will be required to take a return-to-duty drug or alcohol test and must sign a Return-to-Duty Contract. An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

1. Prior to returning to work, a release must be provided from an approved Substance Abuse Professional (SAP) for employees covered under USDOT, and/or a Licensed Professional (LP) for employees not covered under USDOT.
2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.
3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work.
4. An agreement to unannounced frequent follow-up testing.
5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Work Contract is grounds for discharge.

c. Specific Employees

Employees Covered Under Collective Bargaining Agreements – Any drug and alcohol testing procedures in the respective collective bargaining agreement shall remain in full force and effect.

Employees in Safety-Sensitive Positions - In accordance with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40, and other applicable law, City of Springfield, Illinois requires employees in safety-sensitive positions and applicants for safety sensitive positions to submit to mandatory drug and alcohol testing pursuant to this Policy.

Safety-sensitive positions are those positions where there exists a high risk of injury to others with disastrous consequences if the employee has even a momentary lapse of attention. Under this Policy, employees in safety-sensitive positions specifically include all employees whose positions may involve driving a City of Springfield owned vehicle or motorized equipment, waiting to be dispatched to drive a vehicle, loading or unloading a vehicle, inspecting or servicing a vehicle, driving a commercial vehicle and that require the possession of a CDL. For purposes of this Policy,

a commercial vehicle means a vehicle that either: (i) has a gross weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); (ii) is designed to transport 16 or more persons, including the driver; or, (iii) is used to transport hazardous materials.

An employee is considered to be “driving a commercial vehicle” under this Policy if he or she is performing any safety sensitive function defined in 49 CFR 382.107, which includes all time working in a position requiring a CDL.

With respect to employees who work in a position requiring a CDL, alcohol testing for reasonable suspicion may be conducted just before, during, or after an employee operates a commercial vehicle. The Department of Transportation does not authorize the use of Schedule I drugs, including marijuana, for any reason, as part of its regulated drug testing program.

Directors and Chiefs shall be responsible for identifying positions in their department that perform safety-sensitive duties or operate a commercial vehicle or other motorized equipment. Any employee who violates this policy shall be subject to disciplinary action up to and including discharge.

Employees in safety-sensitive positions are subject to drug and alcohol testing under different and additional circumstances than employees who are not in safety sensitive positions.

1. Mandatory Random Testing – Any employee in a safety-sensitive position subject to DOT random testing shall submit mandatory random drug and alcohol testing. The City of Springfield shall conduct random testing at the applicable testing rate established by the Department of Transportation.
2. Reasonable Suspicion – Any employee in a safety-sensitive position shall submit to a drug and/or alcohol test when any supervisor has reasonable suspicion to believe that an employee has been using illegal drugs, abusing prescribed drugs, is under the influence of alcohol or cannabis, or is consuming alcohol or cannabis while working or while on call.

Testing for cannabis based on reasonable suspicion shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

If an employee is removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform safety-sensitive functions until: (i) an alcohol test determines that the employee’s breath alcohol concentration measures less than .02; and (ii) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has been using alcohol.

3. Post-Accident Testing Involving a Commercial Vehicle – An employee is required by law and this Policy to submit to an alcohol test whenever he or she is involved in an accident while driving a commercial vehicle on a public road which results in: (i) a fatality; (ii) bodily injury to a person who, as a result of the injury, immediately receives medical

treatment away from the scene of the accident; and/or (iii) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Post-accident testing for cannabis shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

4. Return to Duty Testing – Any employee who has violated this Policy and/or has tested positive on a drug or alcohol test and is subsequently permitted to return to work, must pass a drug and/or alcohol test in accordance with this Policy prior to returning to duty.
5. Follow-Up Testing – An employee in a safety-sensitive position who is referred for assistance related to alcohol and/or drug abuse is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a substance abuse professional and City of Springfield, Illinois. The number and frequency of follow-up tests will be determined by the substance abuse professional and City of Springfield, Illinois but will not be less than six tests in the first 12 months following the employee's return to duty.

For purposes of this Policy, a substance abuse professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

VI. Types of Testing

Any of the following methods may be utilized to test an employee for the presence of drugs and/or alcohol:

1. Urine testing;
2. Evidentiary breath testing device (Breathalyzer);
3. Blood testing;
4. Hair follicle testing; or
5. Saliva testing.

VII. Licensed Clinical Laboratory Only

City of Springfield, Illinois shall use only licensed clinical laboratories for drug and/or alcohol testing. Such laboratories shall be responsible for maintaining a proper chain of custody of any samples. If an employee tests positive for drugs and/or alcohol, a confirming test shall be conducted. The laboratory will not submit a positive test result to City of Springfield, Illinois

unless the confirming test result is also positive for the same sample. The laboratory shall retain a portion of the tested sample so the employee can arrange for another confirming test to be conducted by a licensed clinical laboratory of the employee's choice and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for that portion of the sample.

Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by a medical review officer. A medical review officer is a licensed physician responsible for receiving and interpreting laboratory results from applicable tests.

VIII. Records Relating to Drug and/or Alcohol Tests

Records reflecting positive drug and/or alcohol tests will be kept in the employee's file and will be kept confidential in accordance with applicable law. Information regarding drug and/or alcohol tests and an employee's participation in a substance abuse rehabilitation program may be disclosed to supervisors only if such information relates to the employee's ability to perform his or her work duties or the employee's need for a reasonable accommodation under the Americans with Disabilities Act of 1990 or other applicable law.

For employees in safety sensitive positions, the following records shall be maintained for a minimum of five years: (i) records of annual management information system reports; (ii) records regarding employee evaluations and referrals to substance abuse professionals; (iii) records relating to follow-up tests and follow-up schedules; (iv) records relating to refusals to submit to drug and/or alcohol tests; (v) records of alcohol test results indicating an alcohol concentration of .02 or greater; (vi) verified positive drug test results; and, (vii) breath testing device calibration documentation.

IX. Compensation

If an employee is ordered to submit to an involuntary post-employment drug and/or alcohol test, the time spent by the employee traveling to and from the test and waiting for and undergoing the test will be considered compensable working time unless otherwise provided by law or contract. Pre-employment drug and/or alcohol tests will not be compensated.

X. Cutoff Levels for Drugs and Drug Metabolites; Blood Alcohol Exceedances

Cutoff levels for all drug and drug metabolite testing shall be consistent with the guidelines

established by the U.S. Department of Health and Human Services (HHS). An employee shall be deemed to be under the influence of alcohol if the applicable blood alcohol test demonstrates a level of .02 or greater.

XI. Policy Violations

Any employee testing positive for drug usage, blood alcohol levels greater than .02, or engaging in any other prohibited conduct concerning drug or alcohol shall be subject to disciplinary action up to and including immediate termination. Regardless of disciplinary action taken, all such employees will be advised of resources available to evaluate and treat problems associated with drug and/or alcohol abuse.

Employees in safety-sensitive positions, including those that require a CDL, who are not terminated for violation of this Policy shall be subject to the following conditions of continued employment:

1. If an employee has a breath alcohol concentration of at least .02 but less than .04, he or she shall not drive a commercial vehicle or engage in any other safety sensitive activities for at least 24 hours.
2. If an employee tests positive for drugs, tests positive for a blood alcohol level of .04 or greater, and/or engages in any other conduct prohibited by this Policy relating to drugs and/or alcohol, the employee will be immediately removed from duties requiring the driving of a commercial vehicle and will not be permitted to return to work unless the employee: (i) has been evaluated by a substance abuse professional; (ii) has complied with any rehabilitation prescribed by a substance abuse professional; and (iii) has successfully completed a return to duty test for drugs and/or alcohol.
3. Upon completion of a recommended rehabilitation program and successful return to work, the employee will be subject to follow-up random testing for up to 60 months as recommended by the substance abuse professional and City of Springfield, Illinois with a minimum of six such unscheduled tests within the first 12 months of returning to duty.

XII. Discipline

Employee supervisors and their superiors, as applicable, are responsible for administering disciplinary measures, when in the sole discretion of the appropriate supervisor, based on the facts and circumstances of the situation, discipline is warranted. The disciplinary procedures set forth in this Section apply to all employees, unless otherwise subject to a collective bargaining agreement. These policies and procedures should not be construed as preventing, limiting, or delaying the City of Springfield from taking appropriate disciplinary action, including immediate dismissal without prior warning or notice, as the facts and circumstances warrant.

All discipline issued will be based on the applicable facts and circumstances, and at the level applicable in the sole and exclusive judgment of the applicable supervisor.

Upon the return of a positive drug or alcohol test, the following will result:

If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

- (1) First Offense – The employee will be immediately removed from the performance of safety-sensitive functions for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
- (2) Second Offense – The employee will be suspended for ten (10) days and must agree to sign a Return-to-Duty Contract.
- (3) Third Offense – The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

- (1) First Offense – The employee will be subject to a minimum 15-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
- (2) Second Offense – Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.

If a drug test result is positive:

- (1) First Offense – The employee will be subject to a minimum 30-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
- (2) Second Offense – Any employee who tests positive for drugs within five (5) years of his or her previous positive test will be automatically terminated.

All discipline and testing may be grieved under the grievance procedures as set forth in the applicable collective bargaining agreement.

XIII. Voluntary Treatment for Abuse of Drugs and/or Alcohol

The City of Springfield strongly encourages employees who believe or suspect that they may be abusing drugs and/or alcohol to voluntarily seek treatment before their job performance is affected. The City of Springfield offers an Employee Assistance Program (EAP) wherein any employee may reach out to Memorial Health at (217) 788-9345 if they have personal issues affecting their health and well-being. Notification of the EAP does not constitute notification to the City. The services provided by the EAP are strictly confidential and details about the services provided to an employee are not shared with the City of Springfield. Any employee who notifies City of Springfield of alcohol or drug abuse problems will be treated in the same manner as any other employee with an illness. Information and communications regarding an employee's voluntary treatment or counseling due to actual or suspected drug and/or alcohol abuse shall remain confidential in accordance with state and federal law.

Employees who voluntarily seek treatment for drug and/or alcohol abuse shall not be subject to

discipline, discharge or discrimination based solely on such voluntary treatment if the treatment is sought prior to:

1. The employee testing positive for illegal drugs and/or alcohol;
2. The employee being notified of an upcoming drug and/or alcohol test;
3. The occurrence of an event that gives rise to reasonable suspicion that the employee is under the influence of drugs and/or alcohol;
4. Any return to duty or related follow-up testing for drugs and/or alcohol; and/or
5. The occurrence of an accident which requires the employee to submit to drug and/or alcohol testing.

Employees who seek voluntarily treatment for drug and/or alcohol abuse shall continue to be subject to appropriate disciplinary action up to and including termination for substandard job performance, unexcused absences, abuse of drugs and/or alcohol or any other violations of this Policy or other workplace rules, whether such violations are directly or indirectly related to the employee's use of drugs and/or alcohol.

Furthermore, employees who voluntarily seek treatment for drug and/or alcohol abuse shall not be excused from required drug and/or alcohol testing in accordance with this Policy even when voluntary treatment was sought prior to the testing in question. No employee shall be permitted to use voluntary treatment for drug and/or alcohol abuse to avoid otherwise legitimate disciplinary action for failure to comply with this Policy or other provisions of workplace rules.

Employees may request a medical leave of absence to obtain treatment for drug and/or alcohol abuse in accordance with the Family and Medical Leave Act of 1993 and other applicable law. Such leave requests shall be treated in the same manner as any other request for leave pursuant to this Policy. The City of Springfield may also grant reasonable accommodations for employees being treated for drug and/or alcohol abuse so long as those employees are participating in a treatment program and are not currently abusing drugs and/or alcohol. The City of Springfield will not retaliate or discriminate against any employee for requesting leave or a reasonable accommodation to obtain treatment for drug and/or alcohol abuse.

XIV. Non-discrimination

The City of Springfield prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity, housing status, or any other protected category established by law, statute or ordinance.

XV. Administration

The Office of Human Resources will be responsible for the dissemination of this policy. The Office will administer this policy and maintain all relevant records. Any questions regarding this policy should be directed to the Office of Human Resources at (217) 789-2446.

XVI. Acknowledgement

By signing below, I acknowledge that I have received a copy of the City of Springfield Drug and Alcohol Policy (Policy) and understand that it is my responsibility to read and become familiar with its contents. I further understand that it is my responsibility to ask questions of my immediate supervisor and/or another appropriate member of management if I do not understand any of the information contained in the Policy and that I am required to abide by and observe all of the information and rules, policies, and procedures explained therein.

I acknowledge that nothing in the Policy constitutes a contract or promise of employment and that unless otherwise provided in a collective bargaining agreement or individual employment contract, my employment is "at-will," which means that the employment relationship may be terminated at any time for any lawful reason with or without cause or notice.

I agree to abide by and observe all of the information and rules, policies, and procedures set forth in the Policy and understand that City of Springfield rules, policies, and procedures may be changed from time to time, with or without notice, and that this Policy supersedes and replaces any and all prior rules or policies in conflict with these provisions.

Print Name

Signature

Date Signed

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