

LABOR AGREEMENT  
BETWEEN  
CITY OF SPRINGFIELD, OFFICE OF PUBLIC WORKS  
AND  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN, AND  
HELPERS OF AMERICA  
LOCAL 916

JULY 1, 2022 THROUGH JUNE 30, 2026



## TABLE OF CONTENTS

---

PREAMBLE .....	3
ARTICLE I - RECOGNITION .....	3
ARTICLE II - MANAGEMENT RIGHTS .....	4
ARTICLE III - NO STRIKE/ NO LOCKOUT .....	4
ARTICLE IV - NON-DISCRIMINATION .....	5
ARTICLE V - UNION DUES AND FAIR SHARE .....	5
ARTICLE VI - HOURS OF WORK .....	6
ARTICLE VII - PREMIUM PAY .....	8
ARTICLE VIII - SENIORITY .....	8
ARTICLE IX - SUBCONTRACTING .....	14
ARTICLE X - APPROVED ABSENCES FROM WORK .....	14
ARTICLE XI - UNIFORMS & EQUIPMENT .....	20
ARTICLE XII - DISCIPLINE .....	20
ARTICLE XIII - DRUG AND ALCOHOL TESTING .....	22
ARTICLE XIV - MISCELLANEOUS .....	25
ARTICLE XV - RATES OF PAY .....	26
ARTICLE XVII - GRIEVANCE PROCEDURE .....	26
ARTICLE XVIII - ARBITRATION .....	28
ARTICLE XIX - PERSONNEL FILES .....	29
ARTICLE XXI - SEVERABILITY CLAUSE .....	30
ARTICLE XXII - LABOR-MANAGEMENT MEETINGS .....	30
ARTICLE XXIII - RENEGOTIATION OF AGREEMENT .....	30
ARTICLE XXIV - TERM OF THE AGREEMENT .....	31
APPENDIX A - WAGE RATES .....	32

## PREAMBLE

This Agreement is entered into between the City of Springfield, Illinois, Office of Public Works (hereinafter referred to as the "Employer"), and General Teamsters Professional Technical Employees Local Union No. 916, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (hereinafter referred to as the "Union").

It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relations between the Employer and Union; to promote efficiency and effectiveness; and to establish wages, hours, and other conditions of employment for the employees covered. Therefore, the parties agree, by their duly authorized agents, to comply with the terms set forth in the following pages for the specified terms of this Agreement.

Employer agrees not to willfully or intentionally enter into any agreement with the employees in this unit that in any way conflicts with the provisions of the Agreement.

Effective upon the signing of this Agreement, persons classified in positions covered in this Agreement shall begin working under the terms and conditions of this Agreement. The economic terms and conditions of this Agreement shall be retroactive to the date of this group's uncontested unit Certification by the Illinois Labor Relations Board (5-9-2022), unless otherwise negotiated and agreed upon.

## ARTICLE I - RECOGNITION

### SECTION 1: Titles

Employer recognizes Union as the exclusive bargaining representative of the persons employed by the Employer in the following job titles:

Engineering Technician I

Engineering Technician II

Engineering Technician III

Engineering Technician IV

Engineering Technician V

And for such successor or replacement titles as may from time to time be designated.

### SECTION 2: Bargaining

Employer recognizes Union for purposes of bargaining for the covered employees with respect to wages, hours, and other conditions of employment.



## ARTICLE II - 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 express 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; including, but not limited to the right to hire, evaluate, train, promote, demote, transfer and assign employees; to discipline, suspend, and to 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 workforce; 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.

The listing of specific management rights in this Article is not intended to be nor shall it be considered a restriction of or a waiver of any of the rights of the Employer not listed whether or not such rights have been exercised in the past, to the extent that the exercise of these rights does not conflict with the Illinois Public Labor Relations Act.

## ARTICLE III - NO STRIKE/ NO LOCKOUT

### SECTION 1: Commitment

The Union, its officers, staff, members, and any employees covered by this Agreement shall not call, institute, authorize, participate in, sanction, encourage, or ratify any strike activity, work stoppage, or picket Employer to cause a work stoppage or engage in any other concerted activity to cause any person to interfere with Employer's operations, activities, or fulfillment of Employer's mission, in whole or any part, for any reason.

### SECTION 2: Penalties

Any employee covered by this Agreement who violates the prohibitions of Article III, Section 1, shall be subject to immediate disciplinary action which may include discharge for such activity.

### SECTION 3: Resumption of Operations

In the event of action prohibited by Article III, Section 1, Union immediately shall publicly disavow such action and request the offenders to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.



## ARTICLE IV - 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, gender, sexual orientation, race, color, creed, national origin, political affiliation (or lack thereof), marital status, or physical or mental impediment. All references to employees in the Agreement designate all sexes and wherever the male gender is used it shall be construed to include all employees.

### SECTION 2: 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 Action Acts, laws, and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

## ARTICLE V - UNION DUES

### SECTION 1: The Employer shall deduct Union dues and transmit the same to the local Union.

All employees covered by this Agreement who have signed Union dues checkoff cards for Teamsters 916 prior to the effective date or who signed cards after such date shall only be allowed to cancel within the prescribed procedure of the Union's constitution and the collective bargaining agreement.

### SECTION 2: D.R.I.V.E. Checkoff

The Employer agrees to deduct from paychecks of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck weekly.

The Employer shall transmit to the local Union on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount from the employee's paycheck(s).

The Union agrees to indemnify and hold harmless the Employer from any and all claims by any employee against the Employer for amounts deducted from their wages under this Section.

## ARTICLE VI - HOURS OF WORK

### SECTION 1: The Workday

The regular workday shall consist of seven and one-half hours (7.5) consecutive hours of which seven and one half hours (7.5) hours are worked with an unpaid thirty (30) minute meal break during each tour of duty to be taken midway during the tour of duty when possible.

The regular shift schedules shall be as follows:

7:00 am – 3:00 pm Winter Hours

6:30 am - 2:30 pm Summer Hours

Unless contractor schedule dictates an alteration to the normal work schedule. If a modification of the schedule is needed, employer agrees to provide 2 days' notice to the affected employee.

### SECTION 2: The Work Week

This section is intended to define the normal hours of work per day or per week, and in the event of layoff, shall not be construed as a guarantee of hours per day or per week or a guarantee of hours per day or week or a guarantee of days of work per week. The workweek is defined as a recurring period of thirty-seven and one half (37.5) hours in which the employee is at work for five (5) workdays of seven and one-half (7.5) hours with two (2) days off. The workweek shall begin on Sunday at 12:00 am and terminate the next Saturday at 11:59 pm. An employee's approved use of benefit time shall count towards their hours worked for any given work day or week.

### SECTION 3: Overtime

Overtime is defined as that time authorized to be worked in excess of seven and one-half (7.5) hours in one day, or in excess of thirty-seven and one half (37.5) hours within any work week as defined in the section of this article above. Any overtime shall be paid in cash or compensatory time at the employee's discretion.

#### SECTION 3 a: Overtime Notification

Notification of overtime work shall be given as far in advance as possible. If the City of Springfield calls an employee and cancels pre-arranged overtime work during the ten (10) hours preceding the time scheduled for such work to commence, two (2) hours of straight time pay to be paid to the employee.

#### SECTION 4: Breaks

When possible, employees shall be permitted two (2) fifteen (15) minute breaks during each shift to be taken approximately midway through the first half of the shift and midway through the second half of the shift; such time shall be considered work time.

In the event that either fifteen (15) minute break cannot be taken midway through the first half of the shift, or the second half of the shift due to operational conditions, that employee may be allowed to extend their thirty (30) minute meal break the break that was not available or cancelled whether it be one break or both breaks but that time should not exceed thirty (30) additional minutes as determined by the Supervisor or their designee.

#### SECTION 5: On Call

Employees required to be on call will receive two (2) hours comp time per week. All phone calls shall be subject to the straight time rate for a minimum of one (1) hour and pay will be in addition to the comp time acquired for accepting on call.

#### SECTION 6: Demolition Schedule

Employees working in a demolition capacity shall be paid an additional one (\$1.00) per hour for all the hours worked. Asbestosis certification maintained.

#### SECTION 7: Snow Operations

During full snow operations, the Department of Public Works operates 24-hours per day. Engineering Technicians will be assigned to snow removal pursuant to a seniority bid, operational needs notwithstanding Engineer Techs are assigned Day Shift (7:00 a.m. to 7:00 p.m.) and Night Shift (7:00 p.m. to 7:00 a.m.). Depending on the timing of the snow event, these shifts may be extended up to four hours on either end, but in no case shall an employee be asked to work more than 16 hours without at least 8 hours rest prior to their next shift.

During a snow or other emergency as determined by the Mayor or the Director of Public Works, an employee's assigned shift will become his regular shift for the duration of the emergency. This includes snow operations.



## ARTICLE VII - PREMIUM PAY

### SECTION 1: Overtime Pay

All employees shall be paid at the rate of time and one-half for all overtime unless specified otherwise. All overtime work on Sundays and holidays shall be paid at the double time rate. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable. The employer shall establish a running list of all overtime for monitoring purposes which shall be maintained by the Supervisor or his designee. Employees who do not report for scheduled overtime will be subject to disciplinary action.

### SECTION 2: Holiday Pay

Employees required to work holidays shall be paid double their normal rate for the hours worked on that holiday. Additionally, employees required to work on a holiday shall have the choice of compensation in holiday pay or receive equal hours in comp time for that day.

### SECTION 3: Longevity

Engineering Technician V's who have served in the position and met the award requirements will be eligible for a one time longevity award with a minimum merit compensation of up to no more than what would be 5% of annual salary. The award adjustment will not affect any permanent cost of living adjustments but will be in addition to and for one time.

### SECTION 4: Call-Back Pay/On-Call Pay

Employees who are called back to work by the Employer after they have completed their regular shift shall receive a minimum of four (4) hours pay at time and one-half (1 ½). This applies to call-backs while on on-call duty.

## ARTICLE VIII - SENIORITY

### SECTION 1: Seniority

After (6) months-of continuous employment, seniority shall be recognized for employees within this bargaining unit. Current employees, upon ratification of this contract, shall be recognized as having seniority based upon date of hire.

### SECTION 2: Seniority – Promotions

Ability, dependability, qualifications, and work record being equal, an employee having greater seniority within their bargaining unit shall have preference where promotions are concerned. Ability, dependability, qualifications, and work record being equal, an employee also shall be entitled to relieve another employee doing similar work with less seniority.

## PROMOTIONAL PATH:

This document describes the Engineering Division policy on Engineer Technician promotions. Performance reviews related to the promotional paths cannot be grieved. Promotions cannot move forward regardless of qualification if an employee has had a major disciplinary action within the last (24) months or is on the Last Chance Agreement.

Promotions within the Engineering Division will occur either through an application and interview process when a current employee applies for an open position or through a predefined promotion path. This document describes the predefined promotion path for Engineering Technicians. Training requires reasonable documentation of attendance as discussed in negotiations. All time served prior to the ratification of this contract shall be included in the years served per the promotional path. All time served prior to the ratification of this inaugural contract shall be included in the years served per the promotional path.

\*denote street tech requirements ꝥ denotes sewer shop requirements § denotes both

### 1. Engineering Technician I to Engineering Technician II

- Minimum 2 years of continuous service credit as an Engineering Technician I. §
- 3 yearly all reviews meeting normal expectations. §
- Training (per management discretion)\*
  - Flagger training – 3 year cycle\*
  - Work Zone Traffic Control – 3 year cycle\*
  - OSHA 10 Hour Course\*
  - Erosion/Sediment Control – Module 1 \*
  - Flagger training – 3 year cycle ꝥ
  - Work Zone Traffic Control – 3 year cycle ꝥ
  - OSHA 10 Hour Course ꝥ
  - Erosion/Sediment Control – Module 1 /or ꝥ
  - Confined space entry – 3 year cycle ꝥ
  - Confined space rescue – 1 year cycle ꝥ
  - Gas detection – 1 year cycle ꝥ
  - Other Requirements as defined in the employees job description §

### 2. Engineering Technician II to Engineering Technician III

- Minimum of 3 years of continuous service credit as an Engineering Technician II. §
- 3 yearly performance reviews meeting normal expectations. §
- Training (per management discretion)\*
  - Flagger training – 3 year cycle\*
  - Work Zone Traffic Control – 3 year cycle\*
  - ADA/PROWAG Training – 3 year cycle\*
  - Documentation of Contract Quantities – 4 year cycle\*
  - OSHA 30 Hour Course – 5 year cycle\*
  - Flagger training – 3 year cycle x
  - Work Zone Traffic Control – 3 year cycle x
  - ADA/PROWAG Training – 3 year cycle x
  - OSHA 30 Hour Course – 5 year cycle x
  - Documentation of Contract Quantities – 4 year cycle x
  - Confined space entry – 3 year cycle x
  - Confined space rescue – 1 year cycle x
  - Gas detection – 1 year cycle x
  - Other Requirements as defined in the employees job description §

### 3. Engineering Technician III to Engineering Technician IV

- Minimum of 5 years of continuous service credit as an Engineering Technician III. §
- 5 yearly performance reviews meeting normal expectations. §
- Training (per management discretion)\*
  - Flagger training – 3 year cycle\*
  - Work Zone Traffic Control – 3 year cycle\*
  - ADA/PROWAG Training – 3 year cycle\*
  - OSHA 30 Hour Course – 5 year cycle\*
  - Erosion/Sediment Control – Module 3\*
  - APWA Certification\*
  - Flagger training – 3 year cycle x



- Work Zone Traffic Control – 3 year cycle ✕
- ADA/PROWAG Training – 3 year cycle ✕
- OSHA 30 Hour Course – 5 year cycle ✕
- Erosion/Sediment Control – Module 3 ✕
- APWA Certification ✕
- Other Requirements as defined in the employees job description §

#### 4. Engineering Technician IV to Engineering Technician V

- Minimum of 6 years of continuous service credit as an Engineering Technician IV. §
- 6 yearly performance reviews meeting normal expectations. §
- Training (per management discretion)\*
  - Flagger training – 3 year cycle\*
  - Work Zone Traffic Control – 3 year cycle\*
  - ADA/PROWAG Training – 3 year cycle\*
  - OSHA 30 Hour Course – 5 year cycle\*
  - Documentation of Contract Quantities – 4 year cycle\*
  - Completion of Erosion/Sediment Control – Modules 1 & 3 \*
  - APWA Certification or equivalent accredited certification \*
  - Illinois Public Service Institute program completion ✕
  - Confined space entry – 3 year cycle ✕
  - Confined space rescue – 1 year cycle ✕
  - Gas detection – 1 year cycle ✕
  - Flagger training – 3 year cycle ✕
  - Work Zone Traffic Control – 3 year cycle ✕
  - ADA/PROWAG Training – 3 year cycle ✕
  - OSHA 30 Hour Course – 5 year cycle ✕
  - Documentation of Contract Quantities – 4 year cycle ✕
  - Completion of Erosion/Sediment Control – Modules 1 & 3 ✕
  - APWA Certification or equivalent accredited certification ✕

- Illinois Public Service Institute program completion. x
- Other Requirements as defined in the employees job description §

### Service Credit

Completion of an Associate's Degree from an approved curriculum can modify the minimum service credit timeframe for Engineering Technicians II, III, IV and V reducing the minimum of one requirement by up to 2 years, at the discretion of the City Engineer and Public Works Director.

Completion of Bachelor's Degree from an approved curriculum can modify the minimum service credit timeframe for Engineering Technicians II, III, IV and V reducing the minimum of one requirement by up to 2 years, at the discretion of the City Engineer and Public Works Director.

Oversight and responsibility for large-scale project work (example: management of construction project valued over \$3,000,000) may be considered for modification of the minimum service credit timeframe for Engineering Technicians II, III, IV, and V, at the discretion of the City Engineer and Public Works Director.

### SECTION 3: Seniority – Bids

Not later than five (5) days after a vacancy occurs within this bargaining unit and the Employer intends to fill that vacancy, the vacancy shall be posted for five (5) working days by the Division Head and all employees within the bargaining unit shall be permitted to bid on same. Ability, qualifications, seniority, and work record shall be judged by the Employer and the Union in the absence of a civil service- type examination. Sixty (60) days shall be considered a break in period. During this sixty (60) day period, work will be evaluated by management and Union. Management has the right to return the employee to their previous classification and job rebid. Employees covered in this Agreement shall have the right to a hearing in a manner herein set forth on differences of opinion as to the competency of employees filling a new position or vacancy, discipline administered, lay off, discharge or questions regarding seniority.

### SECTION 4: Election of Remedies

The members of this unit covered by this agreement are classified employees for purposes 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 being 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 establishes by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be a 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 the 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.

#### SECTION 5: Layoffs

The Union recognizes the right of the employer to lay off employees for legitimate, non-discriminatory reasons, such as: lack of work, lack of funds, or material reorganization. The employer agrees to provide a notice of layoff to the employee and Union no less than twenty (20) calendar days prior to the effective date of the layoff. Prior to the effective date of the layoff the Employer will meet and confer with the Union to negotiate the impact of any proposed layoff and to determine whether there are any economically feasible alternatives to the planned layoff. Layoffs shall be by seniority within the bargaining unit, beginning with the employee with the least seniority.

#### SECTION 6: Recalls

The recall period for employees on layoff status in this bargaining unit shall be for a thirty-six (36) month period. An employee on layoff with the greatest seniority in the bargaining unit shall be recalled to work first. An employee returning from layoff must be physically able to perform the assigned work.

#### SECTION 7: Seasonal Employees

Seasonal employees may be used to perform additional duties and other traditional duties within the unit's scope of work during emergencies, operational needs or during training. It is also recognized that these seasonal employees will not be used as noted above under conditions of bargaining unit employee lay-offs. No bargaining unit employees will be laid off until all seasonal and temporary employees have been terminated.

#### SECTION 8: Residency

All employees hired on or after the ratification shall reside within the boundaries of the City of Springfield. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply. Should an employee's property be annexed in the City Corporate Limits, the employee shall remain grandfathered. Such residency requirements shall cease after fifteen (15) years of employment. All service time prior to ratification shall count towards the fifteen (15) years of employment.



## ARTICLE IX - SUBCONTRACTING

### SECTION 1: Subcontracting

It is the general policy of the Employer to continue to utilize the employees to perform work they normally perform and are qualified to perform. The employer agrees to avoid, insofar as it is practicable, the subcontracting of work performed by employees in the bargaining unit. However, the Employer reserves the right to contract out work it deems necessary because of greater efficiency, economy, or other related factors.

The Employer shall not contract or subcontract work assignments created pursuant to the Welfare to Work Reform Act of 1996 for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

## ARTICLE X - APPROVED ABSENCES FROM WORK

### SECTION 1: Vacation

Hours of vacation accrual according to length of service in the bargaining unit are as follows:

Length of Service At least	but Less Than	Hours Earned Per Month	Days Earned Per Year
1 month	5 years	6.25	10
6 years	10 years	9.375	15
11 years	12 years	10.0	16
13 years	14 years	10.625	17
15 years	16 years	11.25	18
17 years	18 years	12.50	20
19 years	20 years	13.50	21.6
21 years	22 years	14.0	22.4
22 years	23 years	14.6666	23.5
23 years	24 years	15.3333	24.5
28 years	30 years	16.0	25.6
30 years	32 years	16.6666	26.6666
32 years	33 years	17	27.2

Vacation time may be taken upon completion of six (6) months of service. It is understood that a new employee receiving five (5) days of vacation at the conclusion of six (6) months of employment and five (5) additional days after their first year of employment (anniversary date) shall not receive additional vacation days until the anniversary date of his second year of employment.

An employee on a leave of absence without pay for thirty (30) days or more shall not earn vacation for the period of absence.

Vacation may be taken between an employee's anniversary date. Vacation days may be rolled over to the next year, but not more than twenty-four (24) months. If an employee does not request and take accrued vacation within said twenty-four (24) month period, said vacation time will be lost.

If an employee's request is not responded to within two (2) working days, the employee may forward his/her request to the Director of Public Works. The supervisor or Director of Public Works, at their discretion, may allow an employee vacation time if, in his opinion, the employee's circumstances warrant it, and it will not jeopardize the operational needs of the department.

## SECTION 2: Sick Time

Sick benefits will be paid to employees after six (6) months service as follows: each employee covered by this contract shall accumulate sick leave at the rate to a maximum of one (1) workday with 100 % pay per month, including prior service.

It shall be the responsibility of the employee to see that his supervisor is notified of his illness and his inability to work prior to the beginning of the work period.

If the employee shall be absent on sick leave for three (3) or more consecutive days, he shall furnish a doctor's note or other medical practitioner's certificate reflecting the need for his absence. When a person has used thirty (30) consecutive days sick leave time to which he is entitled under this contract, all applicable benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time.

If the average number of sick days taken by employees within this bargaining unit is 3.5 days or less during the contract year, employees within that area using 3.5 sick days or less will receive a \$250 bonus at the end of the year.

Employees hired on or after July 1, 2012, shall not be eligible for sick payout upon retirement.

## SECTION 2 b: GROUP HEALTH INSURANCE PROGRAM

Bargaining unit employees shall be provided the same group health and life insurance benefits as all other employees of the City of Springfield at the same premium rate.

## Section 2 c: PENSION FUND

The City will comply with the statutory mandates set forth in the Illinois compiled statutes pertaining to the IMRF.

### SECTION 3: Holidays

A: The following days are considered holidays:

- (1) New Year's Day
- (2) Martin Luther Kings' Birthday (on the day the City observes the holiday)
- (3) Lincoln's Birthday
- (4) Good Friday
- (5) Memorial Day
- (6) Juneteenth
- (7) Independence Day
- (8) Labor Day
- (9) Veteran's Day
- (10) Thanksgiving Day and day after Thanksgiving.
- (11) Christmas Day and Christmas Eve.

B: Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

### SECTION 4: General Leaves of Absence

The Employer may grant regular employees a leave of absence without pay for a period not to exceed three (3) calendar months in any one year for purposes that are deemed beneficial to the City service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

### SECTION 5: Military Leave

Military leave shall be granted in accordance with military orders and applicable law. Military leave will also follow the City of Springfield's municipal ordinance 36.58 (e).

### SECTION 6: Family Medical Leave

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a healthcare provider.

An eligible employee is entitled to a maximum of twelve (12) weeks of Family or Medical leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days, and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.



Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the city notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to submit medical verification form from a health care provider. The employee may also be required to undergo an examination by an impartial physician. Such examination shall be paid by the Employer. Upon return to work, the employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the employee was still on active duty. The employee will be required to maintain individual health and/or dental premiums, if any. Payment of the employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any employee whose payment is more than thirty (30) days late.

After a leave, the employee will be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An employee who fails to return from FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

#### SECTION 7: Medical Leave

Employees who have exhausted their accumulated sick leave days and have completed a FMLA leave but are unable to report to or back to work because of a start or continuation of an illness, injury, or pregnancy related disabilities, may request a disability leave without pay. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regularly assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer.

During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability.

Employees shall immediately return to work upon release by the attending physician.

Such leave will ordinarily not be granted for periods in excess of three (3) months but may be extended upon the written request of the employee for additional periods of up to three (3) months each, at the Employer's discretion.

#### SECTION 8: Bonus Leave

Employees who have used less than 3 sick days are given 3 Bonus Personal Days. Bonus days can be taken a day at a time subject to management's ability to appropriately schedule.

Effective July 1, 2013, sick days taken under FMLA shall be considered for purposes of determining the employees' eligibility for the above bonus.

#### SECTION 9: Personal Days

Employees shall be granted three (3) personal days per year that may be taken at the employee's discretion. New employees must be on the payroll ninety (90) days for one (1) personal day; one hundred eighty (180) days for two (2) personal days; and two hundred seventy (270) days for three (3) personal days. Employees must give notice to the Employer at least twenty-four (24) hours in advance of the shift he desires to use as his personal day. When an employee is giving less than a twenty-four (24) hour notice because of an emergency situation, Employer has the right to inquire as to the nature of the emergency if reasonable grounds exist to suggest abuse, or if an operational emergency of an extreme nature exists.

Only one employee per shift can be off on a personal day for any one day. However, the supervisor or Director of Public Works may allow more than one employee of if, at his discretion, it will not disrupt operations or require overtime to be paid. Personal days will be scheduled in order requested. Personal days may not be carried over to the next year.

#### SECTION 10: Funerals

In the event of a death in the immediate family of an employee (defined as spouse, parents, children, including adopted and stepchildren, 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 attend funeral services. 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) of the employees 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 of 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 11: Workmen's Compensation

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. Additional compensation to be paid would be in accordance with Ordinance No. 324-5-81 of the City of Springfield, as it may time to time be amended. Employees who become eligible for workers' compensation benefits on or after July 1, 2015, shall not accrue benefits for thirty (30) days or longer, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement.

#### SECTION 12: Miscellaneous Time Off

- A: Employer shall grant employees such other time off as state and federal law shall require. Such time off shall be without pay unless the state or federal law requires otherwise.
- B: Employer may establish reasonable requirements for proof that the time off was taken in compliance with state and/or federal laws.

#### SECTION 13: Compensatory Time

An employee may be granted compensatory time in lieu of overtime pay for overtime worked including holidays worked at the rate of time off equal to the applicable overtime rate and may accumulate up to a maximum of 150 hours and may carry over from year to year. (Regular hours worked on a holiday may be used to accrue compensatory time). Employees shall have access to comp time immediately after it is earned. This compensatory time may be taken in a minimum one (1/2) hour increments. Probationary employees not otherwise eligible to take time off with pay may use comp time. Employees may take compensatory time at their discretion, however the supervisor in charge must approve all compensatory time taken. Compensatory time may be taken in increments of one half (0.5) hours at a time. Probationary employees may take compensatory time if earned during their probationary period. All accumulated comp time hours on the books will be paid out at retirement or if leaving the bargaining unit.

#### SECTION 14: Jury Duty

An employee called for jury duty shall be allowed time away from work without loss of pay. Upon receiving the sum paid for jury service, the employee shall submit the warrant, or its equivalent, to the City. Provided however, an employee may elect to fulfill such call or subpoena on accrued time off and retain the full amount received for such service.

#### SECTION 15: Sick Leave Exchange

Effective July 1, 2000, after accumulating 32 days of sick leave, employees may exchange sick leave for vacation days at a rate of two sick leave days for one vacation day. Each vacation day so earned must be used as a vacation day within the year of the exchange. The number of sick leave



days exchanged for vacation days per year shall not exceed ten (10) days and at no time shall the number of days of accumulated sick leave be so reduced to less than thirty (30) days. No payment shall be made for vacation days acquired hereunder if not used.

## ARTICLE XI - UNIFORMS & EQUIPMENT

### SECTION 1: Uniforms

A: Employer shall prescribe the type of uniform or dress code for each employee

B: Employer shall provide required uniforms as needed upon request no more than two (2) times per year.

C: Employees entitled to an annual \$300 dollar clothing allowance.

### SECTION 2: Equipment

A: Upon termination, all equipment checked out to an employee shall be returned to Employer.

B: Employer may prescribe equipment that is necessary for the employee to have while on his duty.

C: The Employer shall provide any equipment necessary for employees use as prescribed in Section 2 B.

D: Employees shall be responsible for the upkeep and good operating condition of all required/and or assigned equipment.

## ARTICLE XII - DISCIPLINE

### SECTION 1: Discipline

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

Oral reprimand,

Written reprimand (notice to be given in writing),

Suspension (notice given in writing),

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 a reasonable period of time to investigate the matter.

Prior to notifying the employee of the measure of discipline to be imposed, the employer shall meet with the employee involved and inform him for the reason for such contemplated disciplinary action. Employees shall have the right to union representation upon request. The employee and/or the union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

For serious offenses that result in a suspension other than for Alcohol and Drugs, written evidence of such suspension will remain in the employee's record indefinitely but shall not be used in consideration of future discipline, if for the date of the last discipline five (5) years pass without the employee receiving any additional discipline for such offense.

#### 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 the other employees or the public.

#### SECTION 3: Notice

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employer shall furnish the employee and the union in writing with a statement of the reasons, therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

For discipline other than reprimands, the Employer shall hold a pre-disciplinary meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify a union representative of the meeting and reasonable in advance of such meeting provide the Union representative of the alleged infraction. The Employer shall then meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including the names of any witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representations and shall be entitled to such, if so requested by the employee, and 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 Employee is dissatisfied with the job or is unable to meet the requirements of the position and in such cases demotion shall be appropriate.

#### SECTION 5: Union Representation

An employee, upon request, will have a right to Union representation before discipline is imposed.

## SECTION 6: Removal of Discipline

Any written reprimand shall be purged from an employee's record, if, from the date of the last reprimand, 18 months pass without the employee receiving an additional reprimand or other discipline for such offense. Such removal shall be at the request of the employee but in any case, shall not be used against the employee.

## ARTICLE XIII - DRUG AND ALCOHOL TESTING

### SECTION 1: Random Drug Testing

All employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any accident report or any accident which results in 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 violation arising from an accident.

### SECTION 2: Positive Test Results

A positive drug test result will occur at the initial or confirmatory test cut off levels if the test results are equal to or greater than the levels established in 49 CFR 40.87, as amended, as follows:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	1'HCA <sup>1</sup>	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylcegonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine <sup>2</sup>	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylnorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines <sup>3</sup>			
	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine <sup>5</sup>	250 ng/mL
MDMA <sup>6</sup>			
	500 ng/mL	MOMA	250 ng/mL
		MDA <sup>7</sup>	250 ng/mL
		MDEA <sup>8</sup>	250 ng/mL



- <sup>1</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).
- <sup>2</sup> Morphine is the target analyte for codeine/morphine testing.
- <sup>3</sup> Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.
- <sup>4</sup> Methamphetamine is the target analyte for amphetamine/methamphetamine testing.
- <sup>5</sup> To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.
- <sup>6</sup> Methylenedioxymethamphetamine (MOMA).
- <sup>7</sup> Methylenedioxyamphetamine (MDA).
- <sup>8</sup> Methylenedioxyethylamphetamine (MDEA).

The parties agree to follow any changes in cut off levels as determined by the Federal Regulations, 40 CFR 40.87.

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.

### SECTION 3: 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:

1. First Offense - The employee will be 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 Employee Assistance Program (EAP).
2. Second Offense - The employee will be suspended for ten (10) days without pay 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 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 positive test will be terminated. \*

\*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 automatically be 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 a possible discharge and must agree to sign a Return-To-Duty contract, if applicable.
  - a) Any employee who does not test positive for drugs and/or alcohol within five (5) years of his or her previous test will be treated as if the first positive test did not occur.
2. Second Offense - Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her positive test will automatically be terminated.

#### SECTION 4: Compliance with Testing Requirements

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

#### SECTION 5: Refusal to Test

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 6: Return-To-Duty Contracts

An employee who is allowed to return 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 a 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 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 7: Confidentiality

Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanation provided by the Medical Review Officer (MRO) shall be confidential. Such records and explanation 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 them from the City laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

## ARTICLE XIV - MISCELLANIOUS

### SECTION 1: Bulletin Boards

Employer shall provide Union with designated space on available bulletin boards upon which Union may post notices.

### SECTION 2: Printing of Agreement

Employer shall have this agreement printed in sufficient quantities to provide a copy of the agreement to covered employees

### SECTION 3: Effect of Agreement

This Agreement and its requisite provisions supersede all other documents, ordinances, or past practices relating to the same subject matter or as such may be adopted or written during the term of this Agreement. Employer is under no obligation to extend any benefit to employees covered herein that may be granted to persons employed by Employer not covered herein.

### SECTION 4: Probationary Period

The employer may establish a reasonable probationary period for employees covered by this Agreement. Such period shall be six (6) months in duration for individuals who have previously held a position within the department and shall be one (1) year in duration for new employees.

Probationary employees shall not be entitled to use any of the review procedures established in this Agreement.

### SECTION 5: Personally Assigned Vehicles

In order to qualify to receive or retain a personally assigned vehicle, Engineering Technicians must reside within the Springfield City limits. Engineering Technicians may not take personally assigned vehicles outside the City limits of Springfield for the purpose of meals or breaks, with the exception of the following municipalities: Leland Grove, Grandview, Jerome, and Southern View.



## SECTION 6: GPS Policy

1. The intended purpose of such equipment is to enhance the department's operational efficiency, improve services to the public, improve the safety of employees, and ensure compliance with department work rules and not for disciplinary intent.
2. This technology shall not be made available to the public unless the Employer is forced to provide such information under state, federal, or local laws.
3. Employees shall be given a brief overview of the system's capabilities and their intended use. In addition, any vehicle equipped with this technology shall have a notice affixed to the interior notifying employees that it is so equipped.
4. Suppose the Employer elects to upgrade or enhance the GPS system beyond regular software upgrades. In that case, the union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.

## ARTICLE XV - RATES OF PAY

### SECTION 1: Wage Increases

Scheduled wage increases shall become effective the first day of the pay period effective July 1 of each contract year as negotiated and set forth in Appendix A. All employees' paychecks shall be issued via direct deposit to an institution of their choosing.

## ARTICLE XVII - GRIEVANCE PROCEDURE

### SECTION 1: Purpose

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage prompt adjustment of employee complaints arising out of this Agreement. Therefore, this procedure set forth in this Article for such resolution of such issues.

### SECTION 2: Definitions

- a) A grievance for purposes of this Agreement shall be defined to mean a complaint raised by an employee covered by this Agreement or the Union as to the meaning, interpretation, or application of this Agreement.
- b) A grievant shall mean any employee covered by this Agreement who files a grievance under this procedure.

### SECTION 3: Process

The following steps shall be followed in processing a grievance under this Agreement:

a) Step One:

Within five (5) working days of occurrence giving rise to a complaint, the grievant shall file a written statement giving sufficient facts of the matter which gave rise to the grievance, including the appropriate provisions of the Agreement that are involved. Such statement shall be filed with their direct Supervisor. The direct Supervisor shall meet with the grievant and/or Union representative to discuss the grievance and shall respond in writing within five (5) working days of receipt of the grievance.

b) Step Two:

If the grievance is not adjusted to the grievant's satisfaction or no response is received within the appropriate time, the grievant or Union representative shall file a copy of the grievance with the Director of Public Works within five (5) working days of the date of the Step One decision or within five (5) working days of the date such decision was due. The Director of Public Works shall meet with Union representation within five (5) working days of the receipt of the grievance to discuss the grievance and shall issue a written decision to the grievant within five (5) working days of such meeting.

c) Step Three:

If the grievance is not adjusted to the grievant's satisfaction or no response is received within the appropriate time, the grievant and/or Union representative shall file a copy of the grievance with the appropriate City Labor Relations representative within ten (10) working days of the date of the Step Two decision or within ten (10) working days of the date such decision was due. The Labor Relations representative and the Director of Public Works (or designee) shall meet with the grievant and Union representative to discuss the grievance within ten (10) working days of the receipt of the Step Two grievance, and shall issue a written decision to the grievant within thirty (30) working days of such meeting.

d) Step Four:

After the employer has given its response in the second step of the grievance procedure, if the Union remains unsatisfied with the result, it may request mediation of the grievance, the procedure of which is as follows.

a) If the Union or employer desires mediation, it shall notify the other party in writing of such desire within thirty (30) days after the Employer gives its third step answer.

b) After notice is given by either party and the parties mutually agree to mediation, the Employer shall promptly notify the Federal Mediation and Conciliation Service (FMCS) of



the grievance referral. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation.

c) The grievant shall have the right to be present at the mediation conference.

d) There shall be one person from each party designated as spokesperson at the mediation conference. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

e) The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his or her decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision interpreting and applying the provisions of the collective bargaining agreement. If the grievance referred to the mediator does not involve the interpretation or application of the collective bargaining agreement or does not arise out of other circumstances and conditions of employment, the mediator shall so advise the parties and terminate the mediation proceedings.

e) If the grievance reaches a Step 4 decision and is not resolved to the satisfaction of the Union, the Union may request arbitration of the grievance.

#### SECTION 4: Time Limits

- a) A grievant who fails to process a grievance within the requisite time limit shall be determined to have accepted the last response given.
- b) Grievances may be withdrawn at any step of the grievance procedure.
- c) The time limits at any step may be extended by mutual agreement of the parties.

### ARTICLE XVIII - ARBITRATION

#### SECTION 1: Arbitration

If representatives of the Employer and of the Union are unable to reach an agreement of any disputed matter under Article XVII, then such disputed matter shall be referred to arbitration.

#### SECTION 2: Arbitrators

If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the American



Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. Nothing 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. In any case, work shall proceed under this Agreement.

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(s) submitted to him/her and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

### SECTION 3: Expenses and Fees

The fees and expenses of the mediator and the mediation office shall be shared equally by the parties. The fees and expenses of the arbitration shall be shared equally by the parties. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for an equal cost of the verbatim record as noted above.

## ARTICLE XIX - PERSONNEL FILES

### SECTION 1: Personnel File

Upon written request of an employee, the Office of Human Resources shall reasonably permit an employee to inspect their official personnel file subject to the following:

- a) Such inspection shall occur no later than seven (7) days following the receipt of the request;
- b) If circumstances prohibit compliance within this time period, the Employer may request a seven (7) day extension;
- c) Such inspections shall be limited to two (2) times within any twelve (12) month period unless a written grievance or disciplinary action is pending;
- d) Such inspection may occur during reasonable written request and supervisory approval subject to operational needs;
- e) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon reasonable payment for the cost of copying;
- f) Upon written authorization by the requesting employee in cases where such an employee has a written grievance pending and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection

and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;

- g) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists until such portion is permanently removed from such file;
- h) Pre-employment information shall not be subject to inspection or copying.

## ARTICLE XXI - SEVERABILITY CLAUSE

### SECTION 1: Severability Clause

If any provision in this Agreement is declared invalid, unlawful, or unenforceable by action of a court of competent jurisdiction, or is rendered invalid, unlawful, or unenforceable by enactment of state or federal legislation, the remaining provisions of this Agreement shall remain in force and effect. Under such circumstances, the parties agree to meet and negotiate over language to replace the provision. Such replacement shall be compatible with the remaining terms of this Agreement and be compatible with the decision or enactment rendering the old provision invalid, unlawful, or unenforceable.

## ARTICLE XXII - LABOR-MANAGEMENT MEETINGS

### SECTION 1: Labor-Management Meetings

Labor Management meetings will be conducted quarterly (if requested) or as mutually agreed upon. Union and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor Management meeting.

- a) Labor Management meetings may include the review and approval of job descriptions by both the Employer and the Union.

## ARTICLE XXIII - RENEGOTIATION OF AGREEMENT

### SECTION 1: Procedure

- a) For purposes of renegotiation, modification, or extension of this agreement in connection with its ending expiration, the party desiring to do so shall give written notice to the other party.
- b) Such notice shall be given at least sixty (60) days but no more than one hundred twenty (120) days before the Agreement is due to expire or the extended terms are due to expire, whatever is later.

- c) Unless this procedure is followed, this Agreement is automatically renewed for a term of one (1) year commencing with the date of the last scheduled expiration. It is understood that failure to timely request such renegotiation of this Agreement authorizes a party to refuse to negotiate any item.

#### ARTICLE XXIV - TERM OF THE AGREEMENT

##### SECTION 1: Term

This Agreement shall be effective from Friday, 1 July 2022 to Tuesday, 30 June 2026.

CITY OF SPRINGFIELD  
DEPARTMENT OF PUBLIC WORKS

LOCAL UNION 916  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

BY:

  
Mayor James O. Langfelder

BY:

  
Teamsters 916 President

DATE:

01-23-23

DATE:

1-23-2023


BY:

  
Public Works Director

BY:

 1-23-2023  
Bargaining Committee Member

BY:

  
Bargaining Committee Member

BY:

 1-23-2023  
Bargaining Committee Member



## APPENDIX A - WAGE RATES

Term: 4 years

Number of Employees: 12

### TEAMSTERS - Local 916 [Public Works Engineer Techs]

Title	Lump Sum Bonus Year 1	Current Pay	Year 1 Market Increase	Year 2 Market Increase	Year 3 COLA 2.5% + 0.5% bonus	Year 4 COLA 2.5% + 0.5% bonus	End of Contract Hourly
ENGINEERING TECHNICIAN 1	\$ 1,000	\$ 16.9700	\$ 3.2133	\$ 1.6067	\$ 0.5447	\$ 0.5584	\$22.8931
ENGINEERING TECHNICIAN 1	\$ 1,000	\$ 16.9700	\$ 3.2133	\$ 1.6067	\$ 0.5447	\$ 0.5584	\$22.8931
ENGINEERING TECHNICIAN 1	\$ 1,000	\$ 16.9700	\$ 3.2133	\$ 1.6067	\$ 0.5447	\$ 0.5584	\$22.8931
ENGINEERING TECHNICIAN 1	\$ 1,000	\$ 16.9700	\$ 3.2133	\$ 1.6067	\$ 0.5447	\$ 0.5584	\$22.8931
ENGINEERING TECHNICIAN 2	\$ 1,000	\$ 22.6194	\$ 2.3206	\$ 0.4502	\$ 0.6348	\$ 0.6506	\$26.6756
ENGINEERING TECHNICIAN 2	\$ 1,000	\$ 22.6194	\$ 2.3206	\$ 0.4502	\$ 0.6348	\$ 0.6506	\$26.6756
Title	Lump Sum Bonus Year 1	Current Pay	Year 1 Market Increase	Year 2 COLA 2.25% + 0.75% bonus	Year 3 COLA 2.5% + 0.5% bonus	Year 4 COLA 2.5% + 0.5% bonus	End of Contract Hourly
ENGINEERING TECHNICIAN 3	\$ 1,000	\$ 25.9386	\$ 2.4163	\$ 0.6380	\$ 0.7248	\$ 0.7429	\$30.4607
ENGINEERING TECHNICIAN 3	\$ 1,000	\$ 25.4300	\$ 2.9249	\$ 0.6380	\$ 0.7248	\$ 0.7429	\$30.4607
ENGINEERING TECHNICIAN 3	\$ 1,000	\$ 26.8549	\$ 1.5000	\$ 0.6380	\$ 0.7248	\$ 0.7429	\$30.4607
ENGINEERING TECHNICIAN 4	\$ 1,000	\$ 31.6220	\$ 2.0000	\$ 0.7565	\$ 0.8595	\$ 0.8809	\$36.1189
ENGINEERING TECHNICIAN 5	\$ 1,000	\$ 34.7728	\$ 2.5000	\$ 0.8386	\$ 0.9528	\$ 0.9766	\$40.0408
ENGINEERING TECHNICIAN 5	\$ 1,000	\$ 34.3975	\$ 2.8753	\$ 0.8386	\$ 0.9528	\$ 0.9766	\$40.0408