

AGREEMENT

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY &  
MUNICIPAL EMPLOYEES

LOCAL UNION 337 AND  
CITY OF SPRINGFIELD OFFICE OF PUBLIC  
UTILITIES

OCTOBER 1, 2025 - SEPTEMBER 30, 2029

2025-474

470-11-25

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## MEMORANDUM

This is a written Agreement reached between the authorized representatives of the CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, Springfield, Illinois, and LOCAL UNION NO. 337 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, which, for convenience sake, may be referred to hereinafter as "Agreement" and the parties above mentioned may be referred to as the "Employer" and the "Union", respectively.

### ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT

**Section 1.** This Agreement has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. To further the method which will provide to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, cleanliness of facilities and protection of property.

**Section 2.** It is recognized by this Agreement to be the duty of the Employer and the Union to cooperate fully, individually and collectively for the advancement of said conditions.

### ARTICLE II - RECOGNITION

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of work and the resolution of differences for all employees in the job classifications shown on the Wage Schedule, Article XVIII, of this Agreement.

**Section 2.** The term "Employee" or "Employees" shall mean any employee or employees within the bargaining unit represented by the Union who is active in the payroll system or on an approved unpaid leave of absence.

**Section 3.** Changes in existing job classifications, or addition of new job classifications, shall not become effective until they have been reviewed by the Union.

### 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, sexual orientation, creed, religion, national origin, political affiliation (or lack thereof) or physical or mental disability or for other non-merit factors. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer and the Union will make a concerted effort to comply with all requirement of State and Federal statutes applicable to employees in the workplace.

All references to employees under 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 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 laws and regulations, including but not limited to, the Americans with Disabilities Act (ADA), Equal Employment and Affirmative Actions.

## **ARTICLE IV - DUES CHECKOFF**

### **Section 1. Deductions.**

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following: (1) Union membership dues, assessments, or fees or (2) P.E.O.P.L.E. contributions.

The Employer shall honor employee's individually authorized deductions. Such authorized deductions may only be revoked in accordance with the terms under which an employee voluntarily authorized said deduction. Written authorization may be evidenced by electronic communication and such writing or communication may be evidenced by the electronic signature of the employee.

An employee who has previously authorized payroll deductions pursuant to this Section shall continue to have such deductions made and shall not be required to reauthorize such deductions unless the employee has specifically authorized revocation of deductions pursuant to Section 2 of this Article. Upon receipt by the Union of an appropriate written authorization from an employee a copy of said authorization shall be provided to the Employer and any authorized deductions shall be made in accordance with law and shall be remitted to the Union in accordance with the current procedures and at the address designated by the Union.

The Local, State or International Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

When an employee has authorized payroll deductions for Union membership, the wage stub will state "Union dues" and the amount of deduction.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice and written authorization of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in such authorizations and payroll deductions. Upon receiving notice and written authorization the Employer shall commence deductions as soon as practicable, but shall be no later than thirty (30) days after receipt from the Union. Employee deductions shall be transmitted to the Union as soon as practicable and within the prescribed procedures of the Employer from the date of the deduction.

The Employer will not cease voluntary deductions from a bargaining unit employee unless directed to do so by the Union. If a bargaining unit employee requests a change in membership/dues status, the employee will be referred to the Union.

### **Section 2. Revocation.**

All employees covered by this Agreement who have signed Union dues checkoff cards for the Union prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such

dues deductions within the terms of their individual authorization and the procedures defined in this Agreement.

### **Section 3. Indemnification.**

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability and, subject to the approval of the court or other applicable trier or decision maker in the proceeding, for all legal costs arising from any action taken or not taken by the Employer in compliance with this Article. If the Employer does not comply with this Article, the Union shall not be held responsible for this section. Employer has the right to select counsel of its choice to defend any such claims, demands, suits, or liabilities and to direct all aspects of its defense in such matters.

## **ARTICLE V - MANAGEMENT RIGHTS**

Subject to the provisions of this agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operation, to determine its policies, its overall budget, the manner of exercise of its functions, and the direction of its work force and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this agreement.

## **ARTICLE VI - UNION RIGHTS**

### **Section 1. Union Activity During Working Hours.**

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or other hearings or meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievant, and if such attendance does not significantly interfere with the Employer's operations. Such denial shall be submitted to the employee in writing prior to the start of the meeting. The denial shall include the bona fide reason for the denial and shall include an explanation beyond "operational need."

After giving appropriate notice to their supervisor, employees shall be allowed time off without pay or use accrued benefit time, excluding sick time, to attend AFSCME certified steward training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) days for each steward for the term of this Agreement.

Additionally, when new local union presidents are elected they shall be entitled to two paid days off or use accrued benefit time, excluding sick time, to attend the AFSCME Council 31 New President Orientation.

### **Section 2. Information Provided to Union.**

The Employer shall submit to the Local Union, upon request, the current seniority roster and reemployment lists, applicable under the seniority provisions of this Agreement.

### **Section 3. Labor/Management Meetings.**

Labor/Management meetings may be conducted once every month (if needed). Union and Management will submit agenda items to the designated representatives five (5) days prior to the scheduled Labor/Management meeting.

The number of participants for the Union will not exceed four (4) employees. Labor and Management may

request additional participants to clarify the issues under discussion.

#### **Section 4. Union Access.**

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, District Council representatives, or International representatives shall have access to conduct Union business, provided the Union first notifies the Employer and does not unduly interfere with the operational requirements of the Employer.

#### **Section 5. Official Union Work.**

No authorized representative of the Union who is required to be involved with the Employer in negotiations or grievance discussions shall lose pay for time spent away from work as qualified below.

They will be paid the applicable rate provided in Article XVIII. Regarding special assignment pay (e.g. new construction rate and seasonal rates), the special assignment pay will be paid provided that no other person is "stepped up" to fill the job classification that the subject person holds. Special assignment pay will not be paid when discussions and negotiations occur during inclement weather. The recognition of appropriate rates of pay will be subject to the daily work assignments as assigned by the area superintendent. At no time will overtime rates be paid during negotiations or grievance discussions. Pay is not provided for time spent in negotiation or grievance discussions outside the individual's normal work shift.

Overtime shifts turned down by an individual will not be subject to reassignment on callout sheet; they will be treated as normal turndowns. In all cases where any Steward or Union Representative is required to conduct Union business, he should notify his Supervisor prior to conducting the union business, and return as soon as he has completed the union business.

#### **Section 6. Bulletin Boards.**

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places at the Distribution Center, Lake Services and other appropriate areas to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

### **ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance, disagreement or dispute which may arise between the parties or members including but not limited to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

#### **Section 1. Grievance Procedure.**

**Step 1** - No more than two members of the Union Grievance Committee, with or without the employee, shall discuss his grievance with the division Superintendent as soon as practical or within fifteen (15) working days of the date the disagreement occurred or the employee's knowledge of the occurrence. The division Superintendent shall respond to the grievance as soon as possible but not later than three (3) working days.

**Step 2** - If the disagreement is not resolved within three (3) working days, the grievance shall be reduced to writing and signed by the employee and the Union Steward or an elected official of the Union and presented to the appropriate Division Manager. This must be done within fifteen (15) working days after the response in Step 1 is due. The appropriate Division Manager shall respond to the grievance within seven (7) working days to the employee and the Local Union Grievance Committee.

**Step 3** - If the grievance remains unresolved, it shall be presented by the Union Grievance Committee within fifteen (15) working days after the response in Step 2 is received in writing, to the Public Utilities General Manager or his designated representative. The Public Utilities General Manager shall respond in writing within seven (7) working days to the Union.

**Step 4** - After the employer has given its response in the third 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:

1. 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.
2. 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.
3. The grievant shall have the right to be present at the mediation conference.
4. 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.
5. 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.
6. In the event that a grievance which has been mediated is appealed to arbitration, no person serving as a mediator between these parties may serve as arbitrator nor may any such person be placed on any panel for which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no references to or use made of any statement, oral or written, or things done at the mediation conference. The advisory decision of the mediator shall not constitute a precedent unless the parties otherwise agree.
7. If no settlement is reached at mediation, the Employer and the Union shall conclude the mediation conference with a joint statement in writing terminating the mediation.
8. The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.

**Step 5** - If the grievance is still unsettled, the Union may, within fifteen (15) working days after mediation, by written notice to the other, request arbitration.

## **Section 2. Arbitration.**

If the representatives of the Employer and of the Union are unable to reach an agreement on any grievance then such grievance shall be referred to arbitration.

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 Federal Mediation and Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at anytime 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 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.

The expenses and fees of the arbitrator and the cost of the hearing room shall be split equally between 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.

### **Section 3. Civil Service.**

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 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 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 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 be initially eligible to be a subject of a grievance.

## **ARTICLE VIII - 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 in advance 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, if, from the date of the last disciplinary action, three (3) 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 5 years.

# **ARTICLE IX - HOURS OF WORK AND OVERTIME**

## **Section 1. Work Day.**

Five (5) eight (8) hour days, Monday through Friday inclusive, forty (40) hours, shall constitute the workweek. Eight (8) hours within each twenty-four (24) hour period shall constitute the workday. Regular work hours shall be from 7:00 a.m. to 3:30 p.m.. The parties agree to a summer hours work schedule of 6:00 a.m. to 2:30p.m. from

Memorial Day to Labor Day. This change does not apply to shift workers.

## **Section 2. Lunch.**

A thirty (30) minute lunch intermission time shall be provided between the hours of 11:00 A.M. and 1:00 P.M. The thirty (30) minute lunch intermission time shall be defined as the period between the time work stops on the job site to the time work starts on the job site. The workday as defined in Section 1 of this Article shall be exclusive of this thirty (30) minute time period, and shall apply to non-shift labor only.

If non-shift employees are requested to work during their lunch period and are not given an opportunity to eat lunch, they shall be compensated at the double time rate.

## **Section 3. Varying Work Week.**

The Employer may establish another regular work week for a minimum number of individuals or crews, provided the Union shall be notified. However, there shall be no changes in the work week to avoid paying overtime. Temporary employees hired between May 1st and October 1st may perform work similar to that being performed by Union members.

## **Section 4. Additional Meals.**

When it is necessary that employees continue to work for three (3) hours or more after their regular quitting time, they shall be furnished a meal at the Employer's expense. No alcoholic beverage may be served when a meal is at the Employer's expense and the employee is returning to work. Employees shall be paid a minimum rate of four (4) hours pay at double time unless prearranged (Section 11), then at time and one-half. The Employer shall furnish additional meals for such men at intervals of not more than six (6) hours thereafter while they continue to work. Men working emergency overtime shall be furnished a meal at intervals of not greater than six (6) hours, commencing with the time they report for work.

If an employee is called in more than two (2) hours but less than six (6) hours before the start of their shift, that employee shall receive a meal allowance, the meal to be taken as soon as possible based on operational needs. No additional time will be granted to eat the meal.

A nontaxable allowance of \$18.00 per meal will be granted for all meals earned. A maximum of one (1) hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employee(s) are working.

## **Section 5. Early Reporting.**

A minimum of four (4) hours at double time rate shall be paid to all employees who are required to report to work two (2) or more hours before regular starting time. If required to report less than two (2) hours before start, they shall receive double time pay until the regular starting time.

## **Section 6. Weekend & Holidays.**

Any employee called to work on Saturdays, Sundays and Holidays shall receive not less than four (4) hours at double time rate of pay. Any employee on call out shall be required to perform all emergency work within his classification during the call out period.

## **Section 7. Overtime Call Out.**

All overtime shall be equally and impartially divided among bargaining unit employees doing the same class of work, insofar as practical. Bargaining unit employees should be called first on any overtime. If overtime is available in the office on holidays, weekends, vacations, personal days and other time off situations and the office personnel do not want to work, this overtime shall be divided between all other employees in the bargaining unit on a rotating basis so long as they are qualified. The overtime rate of pay shall be based on their own classification wage rate. This overtime shall be administered by their respective Superintendent or his designee.

All emergency and other cases of overtime shall be equally and impartially divided among members of the bargaining unit on a rotating basis, by seniority in each job classification, and administered by their Superintendent or his designee. If Local No. 337 fails to provide an adequate number of qualified employees in the bargaining unit to work overtime in emergency situations, the Superintendent or his designee may fill the required positions with any employee deemed qualified outside of the bargaining unit.

## **Section 8. Consecutive Work Hours.**

All overtime work on Sundays and holidays shall be paid at the double time rate. Employees shall be paid at the rate of double time for all overtime not specified otherwise. In addition, all employees who have worked more than eight (8) consecutive hours, but not less than sixteen (16) hours immediately preceding their regular shift, shall receive the double time rate for working their regular shift.

After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work. The Employer may release employees from work during the employees' normal work hours for rest. Such released time shall be paid at the employees' normal rate of pay. If called back to work before having eight (8) consecutive hours off duty, employees shall continue to be paid at the double time rate, except where the employee has filled an office position on a temporary, overtime basis.

All employees shall be paid at their regular straight time rate for the hours of the above rest period that falls in their regular work shift. All employees shall be available for work during the paid rest period. Notwithstanding any provisions above, no employee shall be required to work without at least eight (8) hours of rest between shifts, whether regular or overtime.

## **Section 9. Prearranged Overtime.**

Prearranged work outside the regular work shift shall be paid at one and one half times the regular rate when notification is given ten (10) hours or four (4) working hours in advance. Ten (10) hours or four (4) working hours constitutes sufficient time to classify overtime as being prearranged. On prearranged work, the Employer shall have the option to complete job prearranged for up to eight (8) hours total, after which the rate will be at double time at the option of the crew to continue working.

## **Section 10. CompTime Election.**

Employees shall be paid for all overtime. An employee may request and be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of 120 hours per contract year. Compensatory time shall be scheduled in advance and can be taken in four hour increments, subject to the approval of the supervisor. Compensatory hours not used shall be liquidated in cash at the end of the contract year.

## **Section 11. Consecutive Shifts.**

No employee will be scheduled to work more than two consecutive shifts in a non-emergency situation. If an employee is scheduled to work two consecutive shifts and is up on the overtime rotation to work a third shift that employee will be passed over and another qualified employee will be scheduled.

## **Section 12. Unspecified Overtime.**

All overtime not otherwise specified shall be paid at the double time rate. If called back after regular quitting time, no less than four (4) hours on double time basis will be paid.

All employees who have worked their regular eight (8) hour shift and continue working or are called back before having eight (8) hours of rest and work an additional eight (8) hours immediately preceding their next regular shift shall receive eight (8) hours of rest from the time they are released from work until required to return to work. If called back to work before having eight (8) consecutive hours off duty (rest period) employees shall have the option to accept or decline the call back. If the employee accepts the call back they shall be paid the double time rate for all hours worked until the regular starting time.

Employees will be paid for the hours of the above rest period that fall in their regular work shift. Employees will be required to return to work for any hours remaining in their regular shift after receiving eight (8) hours of rest or request benefit time off.

Employees may use compensatory time in one (1) hour increments for any remaining regular shift hours. The use of compensatory time in one (1) hour increments applies only to Article IX, Section 12 of this contract.

All employees who are called back to work for emergency field work on a Sunday or holiday and work eight (8) or more hours immediately preceding their next regularly scheduled shift, shall receive eight (8) hours of rest, without loss of pay, from the time they are released from work until required to return to work.

# **ARTICLE X - SENIORITY/VACANCIES/LAYOFFS**

## **Section 1. Seniority Recognition.**

After six (6) months of continuous employment in the bargaining unit, seniority shall be recognized and the senior employee shall be given preference.

## **Section 2. Public Utilities Division.**

Divisions within the Office of Public Utilities shall be the Water Department Distribution Section, Electrical Department Section and Administrative Services Section (Lake Services and Property Management Center).

## **Section 3. Preference.**

Union employees shall have preference where promotions and overtime work are concerned. Seniority shall govern only employees covered by this Agreement.

## **Section 4. Openings.**

When the Employer determines to fill a vacancy, the opening shall be posted five (5) working days by heads of

the Division and all employees within the bargaining unit shall be permitted to bid on same. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority shall govern. Within twenty (20) working days after the bids are received, the successful bidder will be awarded the position and a start date determined pending receipt of medical exams and with payroll logistics and operational needs taken into consideration. In any case, the Employer will start the successful candidate in the position within thirty (30) working days after the receipt of the bids. This provision will apply only to bargaining unit bidders. One hundred twenty (120) days shall be considered a break in period. During this one hundred twenty (120) day period, the Employer and Union will evaluate work. The Employer has the right to return the employee to his previous classification at any time during the one hundred twenty (120) day period, and the job will be rebid. An employee may request to return to his/her previous classification within 30 calendar days of his/her appointment to the position.

The resulting vacancy will be filled from the previous bid list. Employees covered hereunder shall have the right to a hearing in the manner herein set forth on any differences of opinion as to the competency of employees filling a new position or vacancy, discipline administered, layoff, discharge or questions regarding seniority.

Employees with a minimum of 20 years of continuous service in the bargaining unit, and who are a minimum of age 50, may bid into posted vacancies of Complaint, Locate and Storeroom positions only and will be allowed to carry their current wages to titles with a lower hourly rate of pay.

Complaint Men with a minimum of five (5) years in title, who elect to bid into a Laborer position, shall start at the Water Service Maintenance Man: Over One Year rate of pay.

#### **Section 5. Temporary Assignment.**

An employee placed on temporary assignment to a higher paid classification shall receive the established rate of pay for the higher classification. Employees placed on temporary assignment, not to exceed two (2) weeks, to a lower paid classification, shall suffer no reduction in wages during such two (2) week period. No employee should be retained in a lower paid classification longer than necessary. Wherever possible, the lower paid classification should be filled by someone for training purposes or rotated by other qualified people. Except during the posting period, temporary job assignments shall not be made to fill permanent vacancies.

#### **Section 6. Transfer(s).**

An employee being permanently transferred out of a Division, demoted or laid off, shall be notified six (6) weeks in advance of such action. Any employee transferred, demoted or discharged for just cause will have the right of a hearing before a representative of the Employer, Civil Service, the Union and any legal counsel of the employee's choice. This section will not pertain to returning temporarily assigned employees to former Division or classification or to employees within the one hundred twenty (120) day break-in period.

#### **Section 7. Layoffs**

The Employer may layoff any employee, whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position, or because of changes in organization. However, no employees within the unit shall be laid off while there are seasonal, volunteers, interns, intermittent, temporary or probationary new hire employees serving in the same job classification within the organizational unit, for which the employee is eligible and available. In addition the Employer agrees not to utilize non-bargaining unit workers to perform the work of laid off bargaining unit employees for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

In the event a layoff is necessary, employees will be laid off by inverse order of seniority and their ability to perform the remaining work available without additional training. Layoffs shall be within an organizational unit by classification, i.e., Water, Electric, or Administrative Services.

Employees subject to layoff shall be allowed to exercise the following options in the order set forth below subject to the employee being qualified for the position:

1. to fill a vacancy, if any as determined by the Employer, in the same classification within the same bargaining unit;
2. to displace the least senior employee with the same classification in the same bargaining unit;
3. to fill a vacancy, if any as determined by the Employer, in a classification having a lower rate of pay within the same bargaining unit;
4. to displace the least senior employee in a lower level classification within the same bargaining unit provided the employee has the skills and abilities to perform the work.

Any employee being laid off shall be notified in writing as soon as practical but no later than twenty-one (21) days before the effective date of the layoff.

An employee may waive his/her right to bump into a lower classification and choose to accept a layoff without any adverse effect upon future employment.

Employees on layoff shall not accumulate vacation, sick, or personal leave during the period of layoff. However, there shall be no loss of accumulated sick leave during layoff, except that when an employee is continuously laid off for a period of sixty (60) months, accumulated leave shall be lost. Accumulated vacation shall be paid on the next payroll following the laid off individual's last day of work.

#### **Section 8. Recall.**

An employee on layoff with the greatest seniority within the job classification 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 9. Loss of Seniority.**

An employee shall lose his seniority if he quits, is terminated or discharged for just cause, does not return to work from layoff within ten (10) working days after being notified by the Employer by registered mail, or if the Employer has not been able to locate him at the address which he has most recently given the Employer. The Employer shall furnish the Union the name of any employee notified to report back to work on the day notification is sent to the employee.

#### **Section 10. Seniority Accrual.**

During layoff, seniority shall continue to accrue, subject to the following:

1. An employee shall be terminated if he has been on layoff for a period of time equal to his seniority at the date of layoff or five (5) years, whichever is greater.

2. An employee's seniority shall continue during:
  - a. Period of approved absence with leave
  - b. Period of absence because of injury or illness
  - c. Period of layoff because of lack of work as limited by Section 11.

#### **Section 11. Recall Rights.**

An employee notified of a recall to a job classification within his division, paying less than he was receiving when laid off, may refuse to accept such work without being terminated. Such refusal shall be in writing and mailed before ten (10) working days have passed from receipt of notice of return. An employee refusing to accept a position having the same pay as he received when laid off shall be terminated.

#### **Section 12. Temporary Foreman Positions.**

Temporary Foreman Positions:

1. Callouts: If no crew leader is available, the employee with the most bargaining unit seniority on the crew will assume the position of Foreman.
2. During Normal Working Hours: The Water Distribution Superintendent will designate a bargaining unit employee as Foreman, not based on seniority.
3. On overtime at Lake Services, when a crew is working and a foreman is not scheduled to work, qualifications being equal, the employee with the greatest bargaining unit seniority will assume the position of foreman.
4. Temporary Foreman vacancies in Lake Services shall be filled based on the most senior lake area maintenance operator. Bargaining unit seniority shall be taken into consideration when determining the successful bidder. Permanent and temporary foreman may be reassigned to different work locations by management to ensure efficiency of operations. Only current Lake Services employees will be eligible to bid. The Lake Services Superintendent will designation a bargaining unit employee as a temporary foreman.

#### **Section 13. Promotion Process.**

While the Employer retains the right to promote and fill vacancies, both parties agree it is in both parties' interest for an honest and fair process to do so. The parties agree to meet and reduce to writing an agreed upon process by which the employer will use for the purposes of promotion. Thereafter, if a change is necessary to the agreed upon process, both the Union and the Employer shall meet to discuss the changes. If, however, an agreement cannot be reached, status quo shall remain.

#### **Section 14. Training Committee.**

The parties agree to establish a new training and evaluation process for new hires and promoted employees for the purpose of increasing the quality, accountability, and knowledge of the workforce. The parties agree to establish a training committee comprised both management and Union members. The parties agree to meet and reduce to writing the process for training and evaluating new hires and promoted employees to be based on an

“apprenticeship” model.

## **ARTICLE XI - PROBATIONARY REQUIREMENTS**

### **Section 1. Probationary Period.**

Every person who becomes an employee must work a six (6) month probationary period before they are eligible for the conditions of this Agreement.

### **Section 2. Same Day Hire-in.**

Employees shall enjoy the rights and privileges of seniority upon their date of hire. Employees who hire in on the same day shall submit to a seniority draw to determine the tie break. At such drawing, the union shall conduct the draw and notify the employer of the results.

### **Section 3. Probationary Period Notice.**

Management will involve the Union officers and request their opinion before a written report is sent to the Public Utilities General Manager prior to the end of a new employee's probationary period.

### **Section 4. Probationary Discharges.**

The Union shall not have the right to grieve over the discharge of any employee while he is on probation.

### **Section 5. Public Utility Seniority Rights.**

Any employee, who is placed in a position by the Employer not covered under this Agreement, shall continue to acquire seniority rights as long as the Office of Public Utilities employs them. They may not use their seniority rights to bid on any job opening under this Agreement while in a position not covered by this Agreement. If said employee is removed from the above mentioned position at such time there is no appropriate job openings, they shall be paid at the applicable rate found in Article XVIII of their last held classification under this Agreement and shall be assigned such duties as are mutually agreeable to both parties of this Agreement.

### **Section 6. Advancement Credit.**

Employees who have successfully bid temporary assignments of temporarily vacant, permanent positions (e.g. a vacancy created because another employee is on duty disability) will have experience credited toward advancement within the given classification (e.g. WSMM First Year to WSMM over 1 year) as follows: Only periods of thirty (30) consecutive working days or more worked will be credited toward qualifying experience. (Including approved leaves).

Should said employees return to a previously held classification, qualifying experience will remain valid under the following schedule: If the employee has accumulated less than six (6) months of qualifying experience, that experience will remain valid for a period of 1 year from the last working day in the temporary assignment held. If the employee has accumulated six (6) months or more of qualifying experience, that experience will remain valid for 2 years from the last working day in the temporary assignment held. Should employees return to work in the temporary classification within the above time frames for related experience, additional time served will be added to the time previously accumulated. If the time period for relative experience elapses, the employee will be considered to have no qualifying experience for purposes of advancement within the classification. A 90-day probationary period will apply to any employee who successfully bids the position should it become open on a



temporary or permanent basis.

## **Section 7. Evaluations.**

Probationary employees, including promoted employees who are in their "break-in" periods, shall receive a minimum of two evaluations during their probationary period, one of which shall be at the mid-point of the probationary period and one of which shall be at the end of the probationary period.

## **ARTICLE XII - LEAVE OF ABSENCE**

### **Section 1. Eligibility.**

Employees completing six (6) months of probation upon written request shall be granted a leave of absence in accordance with the provisions of this Article.

### **Section 2. Personal Days.**

Employees shall receive four (4) personal days on October 1<sup>st</sup> each year. Employees with at least ten (10) years of continuous City service will receive an additional day for a total of five (5) days on October 1<sup>st</sup> each year. Employees hired after October 1<sup>st</sup> will receive one personal day after each ninety (90) days of employment. The employee must give notice to his Superintendent at least twenty-four (24) hours prior to the start of the shift he desires to use as a personal day unless the personal day is used in lieu of sick leave. A personal day may only be used in lieu of sick leave to preserve bonus vacation. Personal days may not be accumulated. Only a limited number of men can be off on a personal day for any one day. The Superintendent in charge, at his discretion, shall set the number of men such that it will not disrupt operations. If an employee does not use his personal days during the contract year, he must, before the beginning of the next contract year, schedule the days on which he desires his time off. Such personal days shall be used between October 1<sup>st</sup> and March 1<sup>st</sup> and may not be rescheduled after the beginning of the new contract year. If the nature of the work makes it necessary to limit the number of personal days taken at one time or the number of employees taking personal days at the same time, the employee with the greatest seniority shall be given his choice of the period in which to take personal days.

### **Section 3. Bereavement Leave.**

Bereavement Leave - Employees shall be granted a maximum of five (5) days of leave of absence at the regular rate of pay if a death occurs to one of the following: father, mother, legal guardian, spouse or significant other whom the employee lived with, child, or equivalent relationships established by marriage. Employees shall be granted a maximum of three (3) days at the regular rate of pay if a death occurs to his brother, sister, grandchildren or other relatives who are members of the employee's household at the time of death. Employees shall be granted one (1) day at regular rate of pay if a death occurs to his grandparents, aunt, uncle or his spouse's brothers or sisters.

Bereavement leave may be extended for eligible employees as defined by the Family Bereavement Leave Act, for up to a total of ten (10) workdays, provided that any time in excess of the paid leaves defined above will be unpaid unless the employees chooses to utilize their accrued sick leave or other benefit time.

### **Section 4. Duty Disability.**

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. The first three

(3) days will be paid if the injury is determined to be compensable under the Act. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between compensation payable under the above- mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work related injuries, which cannot be resolved between the employer and employee, shall be decided under the procedures of the Illinois Industrial Commission. The employee will receive full time for the day of injury. Employees who become eligible for workers' compensation benefits on or after October 1, 2015, shall not accrue benefit time while receiving workers' compensation benefits for 30 calendar days or longer, unless specifically awarded pursuant to the Workers' Compensation Act, Award or Settlement.

#### **Section 5. Jury Duty.**

An employee, who loses time from work during his regular scheduled hours because of jury duty service, including legally required appearance for examination by a jury commission prior to such jury service, or because of service under subpoena in a court of record, shall be paid for such time lost at his regular rate. Jury duty fees shall be offset against such pay.

#### **Section 6. Military Leave.**

Employees who are members of military reserve units or the Illinois National Guard shall be paid for time away from work that may be required by their respective units. This section only applies to situations where the military reserve force initiates the order and is not meant to apply in situations where an officers request is merely confirmed by the issuance of an order. Military pay shall be offset against such pay. Any employee inducted into the Armed Services shall be granted a leave of absence without pay for time spent as an active member of the military service. An employee's seniority shall continue until thirty (30) days after discharge.

#### **Section 7. Family Medical Leave Act (FMLA).**

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 health care 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 from a health care provider. The employee may also be required to undergo an examination by an impartial physician. Such examination shall be paid for 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 an FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

### **Section 8. Maternity/Paternity/Adoption Leave.**

In an amount equal to four weeks' pay taken consecutively is available for all full-time employees who become parents. Days must be taken in full day increments.

(1) All employees must complete the "Certification of Pregnancy and expected Due Date Form" during the first two trimesters (26 weeks). Employees must have the form signed by their physician and return it to human resources no later than the 26th week of pregnancy.

(2) Employees who adopt children will be eligible for this time if documentation relative to the adoption (court records, adoption agency forms, attorney briefs, etc.) are provided to human resources immediately upon its availability to the adoptive parent(s).

(3) This paid maternity/paternity/adoption time is limited to one per employee, per year.

(4) If both parents are eligible employees and work in the same department, the time off must be staggered in order to avoid any possible disruptions in office operations.

### **Section 9. Benefit Time Donation.**

Employees may voluntarily donate their accrued vacation or sick leave time to other employees subject to the following provisions:

1. Sick time – Employees who have a minimum of 31 days of sick time as of the close of business on the day such days are donated. Employees may donate an unlimited number of sick days but must maintain at least 30 sick days.
2. Vacation days – Employees who have a minimum of 6 vacation days as of the close on the day such days are donated. Employees may donate an unlimited number of vacation days but must maintain at least 5 vacation days.
3. The employee receiving donated benefit time may not use that time for anything other than sick leave, regardless of how the time was originally categorized prior to the donation.
4. Employees who wish to donate days must complete a time off request form indicating the type of leave, number of days donated, and designate the days as a donation.
5. Donated sick days will not be considered when determining an employee's eligibility for the bonus days under Chapter 36, Employment Policies.

6. Donated days not used by the recipient shall be credited back to the donor in the inverse order in which they are donated.
7. An employee wishing to receive donated time must be eligible for FMLA and must exhaust all of their own benefit time before becoming eligible to receive donated time.
8. Employees that have given notice of leave, resignation, or retirement are ineligible to make donations.

### **ARTICLE XIII - SICK BENEFITS**

#### **Section 1. Sick Leave.**

Sick leave shall be paid to employees after six (6) months. Each employee covered by the contract shall accumulate sick leave at the rate of one (1) workday with pay for each month of service including prior service. (When an employee completes six (6) months, he shall have accumulated six (6) sick days to his credit.)

Probationary employees providing medical certification will be granted authorized dock time. An employees' probationary period shall be extended by the number of dock days utilized.

#### **Section 2. Leave Compensation.**

Employees shall be compensated in cash at a ratio of five (5) days pay for twelve (12) days accrued sick leave to a maximum of ninety (90) days when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. ( $5/12 \times 90 = 37.5$  days pay). Employees hired on or after January 1, 2012 shall not be eligible for this payout.

#### **Section 3. Bonus Days.**

Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and have used one day or less of sick leave or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay. Employees who have accrued ninety (90) days sick leave prior to a contract year and have used one day or less of sick leave or are not absent without pay during a current contract year shall be granted five (5) days leave with pay. Bonus days can be taken from October 1st to September 30th and can be taken a day at a time. Such leave shall be taken with the approval of the Superintendent. If an employee does not use his bonus days during the contract year, he may carry over these days into the next contract year. Bonus days shall be used between October 1st and March 1st of the new contract year or shall be forfeited. This time may not be cumulative. Effective October 1, 2011, sick days covered under FMLA shall be considered when determining an employee's eligibility for bonus days. The sick time used by employees that is a part of an extended illness of ten (10) working days will not be counted if the employee has accrued the minimum of 30 or 90 sick days during their employment.

#### **Section 4. Sick Notice.**

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

#### **Section 5. Physician Note.**

If the employee shall be absent on sick leave under a doctor's care, he shall furnish a doctor's certificate signed by said doctor. When an employee has used thirty (30) days sick leave time to which he is entitled under this

contract, all benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time. [Employees shall not be compensated for more than three (3) days in any contract year (October 1st to September 30th) for illnesses, which do not require a doctor's certificate.]

#### **Section 6. Leave of Absence.**

An employee who has not met the above requirements for sick leave and has exhausted all accrued credits and has completed a family medical leave under Article XVI, Section 7 shall be granted upon request, a leave of absence without pay for a period up to six (6) months. Such leaves may be extended upon written request accompanied by a doctor's certificate. An employee's seniority rights shall continue during such leaves.

#### **Section 7. Insurance.**

The Employer shall provide an insurance program for its employees and dependents, which includes hospitalization, doctor's care and life insurance. No employee will enroll his spouse and/or dependents under this insurance who are ineligible to receive benefits because of other insurance coverage. The Employer will pay the entire cost of the basic plan. Life insurance is for the employee only.

#### **Section 8. Sick Day Bonus.**

Employees who use 3.5 days or less of sick leave in a contract year shall receive a \$350 bonus at the end of the corresponding contract year. Employees who use 2.5 days or less shall receive an additional \$100 for a total of \$450 at the end of the contract year.

. Only those non-probationary employees employed on the last day of the contract year are eligible for the bonus. Effective October 1, 2011, sick days covered under FMLA shall be considered to determine an employee's eligibility for bonus payment.

### **ARTICLE XIV - HOLIDAYS**

#### **Section 1. Number of Holidays.**

The following paid holidays shall be granted to all full-time employees:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Good Friday
5. Decoration Day (Memorial)
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day
13. Day Before Christmas or After (to be decided annually)

#### **Section 2. Before & After Holiday.**

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Employees must work the day before and after the holiday or be on an approved paid leave in order to qualify for holiday pay.

**Section 3. Holiday Observance.**

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

**Section 4. Holiday Pay.**

Employees who do not work on a holiday or days celebrated as such, shall receive the rate of straight time for that day.

**Section 5. Working Holiday Pay.**

When an employee is assigned to work on any of the above holidays, they shall be paid at the double time rate of pay, in addition to his regular holiday pay.

**Section 6. Holiday as Celebrated.**

When a holiday is celebrated on Monday or Friday, only the day celebrated as the holiday shall be considered for holiday pay.

**ARTICLE XV - VACATION**

**Section 1. Vacation Time.**

Employees shall be granted vacation time with pay according to the number of years of continuous service they have with the City of Springfield.

**Section 2. Accrual Rates.**

Vacation leave per year with pay will accrue according to the following schedule:

0 through the end of 5 years	10 days
Start of 6th year through end of 15 years	15 days
Start of 16th year through end of 25 years	20 days
Start of 26th year	25 days

**Section 3. Vacation Usage.**

Vacations may be taken in the following manner - After six (6) months of continuous service, five (5) days may be taken; after an additional six (6) months of continuous service, an additional five (5) days may be taken; after the second year of continuous service, vacation may be taken as indicated in Section 2. Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. Such days must be used within that year.

#### **Section 4. Vacation Requests.**

Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. Employees in the Electric Department shall be limited to a maximum of two weeks vacation time between June 1 and September 1, unless waived by the Superintendent based upon operational needs. Employees with at least six (6) 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. The parties recognize there may be circumstances that prevent giving 2 weeks notice. In those cases, the Employer and union will meet to discuss waiver of the notification requirement. 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 5. Holidays on Vacation.**

If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation period shall be extended one (1) additional workday.

### **ARTICLE XVI - JOB DESCRIPTIONS AND DUTIES**

#### **Section 1. Purpose.**

The purpose of the job descriptions listed below is to identify an occupational classification in the bargaining unit of the Union. Incidental duties shall not be included in a job description unless they are recognized to identify the classification.

Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications and any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon and signed by both parties and attached hereto and made a part of this Agreement.

For the purposes of this Article, a "working foreman" shall be defined as a foreman within this bargaining unit, who shall work alongside their crew and generally has the ability to perform the same tasks as other bargaining unit members under the foreman, in addition to his/her other foreman responsibilities.

In collaboration with medical professionals, management shall retain the right to determine whether medical restrictions would substantially limit the ability of the foreman to perform essential tasks.

Included and made a part of the following job descriptions is a clause covering "all other duties or instructions required in the efficient performance of the job as deemed necessary by the Superintendent:

#### **WATER DISTRIBUTION DIVISION**

**Water Division Foreman** - To assume responsibility for carrying out the instructions of the Superintendent; to oversee the personnel assigned to him and be responsible for all safety requirements; to report any required maintenance of equipment that is used by his crew; and to maintain all required records. Water Division Foreman to be working Foreman.

**Water Division Service Maintenance Men** - Receive and carry out instructions from the Division Superintendent and/or Foreman, install all services, make taps, make service connections, use boring equipment, use tapping machines up to twelve (12) inches. Also, perform all other maintenance duties to buildings and grounds as assigned by the Division Superintendent, and assist during emergencies.

**Valve Crew Foreman** - Receive and carry out instructions from the Superintendent. Locate and operate main and fire hydrant valves; raise valve boxes to grade; flushing of mains and collection of water samples, verification of water distribution maps and records; assist water distribution crews in location and operation of valves, pumping and water distribution maintenance work.

**Valve Crew Laborer** - Receive and carry out instructions from the Division Superintendent and/or Foreman. Locate and operate main and fire hydrant valves; raise valve boxes to grade; flushing of mains and collection of water samples, verification of water distribution maps and records; assist water distribution crews in location and operation of valves, pumping and water distribution maintenance work.

**Fire Hydrant Crew Foreman** - Receive and carry out instructions from the superintendent. Operate and maintain all fire hydrants in the distribution system. Work with and assist the Fire Department in operation and flow testing in fire hydrants. Work with and assist in the verification of Water Distribution maps and records.

**Fire Hydrant Laborer** - Receive and carry out instructions from the Superintendent of Distribution and/or the Fire Hydrant Crew Foreman. Maintain and repair all fire hydrants in the City water distribution system. Perform interdepartmental flushing and flow testing. When replacing a hydrant, this crew will be given additional labor to complete the work.

**Storeroom Foreman** - Work consists of ordering all the material for the Water Division Distribution System, and keeping a perpetual inventory of the Water Division Stock. Also, performing general office work necessary to implement the efficient functions of the Storeroom as preparing purchase requisitions, receiving sheets, requests for delivery, stock requisitions, small job orders, and issuing of material and supplies to the service crews. Must also direct the orderly arrangement of materials in the warehouse and yard storage area. Assist with inventory control between the Water Division and Data Processing.

**Storeroom Keeper** - Work consists of receiving all materials for the Water Division and issuing work materials to service and water main crews daily; the constant maintenance of all storeroom facilities in the warehouse, yard, and grounds; keeping the storeroom foreman informed as to the necessity of ordering materials, small equipment, supplies, and providing other necessary inventory control assistance which may be required to properly maintain the inventory including, but not limited to, issuing and receiving materials with associated record keeping; and pick up and delivery of materials to crews. Must be able to operate CRT terminal and PC to prepare DCVs, purchase orders and requisitions, stock requisitions, and other paperwork pertaining to purchasing and inventory control. Perform Communications Operator duties as required on a relief basis.

**Storeroom Helper/Utility Person** - Work consists of assisting the Storeroom Keeper in all matters. Maintenance of warehouse facilities, stores area, service center grounds, pickup and delivery of materials to crews. Is assigned duties by the Water Office Manager or Storeroom Foreman. Perform duties as a Water Service Maintenance Man when assigned. Perform Communications Operator duties as required on a relief basis. When performing Communication Operator duties this person shall be paid at the Storeroom Helper rate.

**Office Systems Operator/Data Input Operator** - To perform all general type office work equivalent to Clerk typist I and assist the Water Division managers in all phases of their work, necessary for the implementation of an efficient Water Division clerical system. Must be able to operate CRT terminal and PC to assist in the preparation of DCV's, purchase orders and requisitions, stock requisitions, and other paperwork pertaining to



purchasing and inventory control. Must be able to prepare and maintain paperwork pertaining to new services. Prepare and maintain payroll and related records including leave totals. Must relay information by radio to the field crews and by telephone to the public. Perform Communications Operator duties as required.

**Communications Operator** - To assist if necessary in general office work and must be able to relay information by radio to the field crews concerning valve location, main location and emergency orders as may be directed. Will assist in secretarial duties as required. Assist and help implement new record keeping programs as necessary. Must be able to process all paperwork associated with the above described jobs and give assistance as needed to the general public in regard to water problems, connected with residential or commercial services.

**Water Division Janitors** - Keep the building clean at all times, which includes the work areas as well as the toilet facilities; have a knowledge of the various chemicals used and their proper use; and keep all equipment assigned to them clean and in proper condition. Perform watchman duties on a relief basis.

**Water Division Watchman** - To maintain a security watch of the assigned Water Division property; to record all evening telephone calls, to record and call personnel to work and to provide the following limited janitorial services when all attempts have been made to fill janitorial job: Sweep office area floors, empty waste baskets and ashtrays as directed by the Superintendent. Relay information by two-way radio to personnel, such as water service, meter, main and valve locations. Assist and help implement new record keeping programs as necessary, must be able to process all paperwork associated with new and existing record keeping programs.

**Complaint Man Foreman** - To assume the responsibility and/or to direct the Complaint Man in completing the duties as defined under the Complaint Man job descriptions. To assume responsibility for carrying out the instructions of the Superintendent; to oversee the personnel assigned to him and be responsible for all safety requirements. To complete paperwork and records as assigned. Complaint Man Foreman to be a working Foreman.

**Complaint Man** - Investigate and maintain services, hydrants, water meters and mains. By "investigate and maintain", this means the checking of main leaks, service leaks and meter leaks. Complaint Men will be required to replace meter pit lids, make meter readings, change meters, test meters, repair meters, install remote readers, maintain hydrant meters, and clean out stop boxes, meter pits, and valve boxes, investigate high bills and deliver materials to job site. All Complaint Men will be knowledgeable with Kardex and maps in regard to looking up stop boxes, valve boxes, locating mains, checking meter numbers and Kardex and record and maintain records of all investigations.

**Relief Complaint Man** - The duties for the relief complaint man will be those as assigned in the Contract for a Complaint Man. The work shift will be Tuesday through Saturday, with the regular days off being Sunday and Monday. This will not be a rotating shift.

Relief duties will be to relieve the Complaint Men when they are on vacation or during extended periods of illness.

**Night Complaint Man** - Perform duties as described in Water Division Complaint Man description as directed by the Superintendent. The hours for this position are 11:00 a.m. to 7:30 p.m. At the discretion of the Superintendent, these hours may be changed forward and, as desired, subsequently backward by up to one and one-half (1 1/2) hours given two-week notice. As such, the shift could be changed to be as late as 12:30 p.m. to 9:00 p.m. In other words, the normal shift shall not begin earlier than 11:00 a.m. or run later than 9:00 p.m., but the shift can be adjusted within this time range. The shift will be adjusted no more than four (4) times per calendar year.

**Water Division Locator Foreman** - Work consists of the various duties as follows: repair broken meter pit lids, rings and stop boxes, repair valve cases, locating water mains and services for contractors, plumbers, service crews and individual customers, turn on and off water services, check leaking fire hydrants, pick up and deliver barricades and deliver parts to the crews working at various job sites and to assist complaint men in checking for leaks and removing and setting water meters.

**Assistant Water Division Locator** - Receive and carry out instructions from the Superintendent and/or the Water Division Locator Foreman. Locate water mains and services for contractors, plumbers, CWLP crews and individual customers. Repair meter pit lids, and stop boxes, etc. Assist Complaint Men and Leak Detector in checking for leaks, removing and setting water meters, and turning on and off water services.

The Employer recognizes the establishment of a Main Crew to primarily perform the duties of installing new water mains, water valves, fire hydrants, fire service lines and valve taps up to 12 inches in diameter. Included is the relocation of existing water mains, valves and fire hydrants, rebuilding existing valves and replacing fire hydrants. The Main Crew may be assigned other maintenance and service work as the Employer deems necessary.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch for non-shift workers.

The parties agree to follow the past practice of the summer hours work schedule of 6:00 a.m. to 2:30 p.m. on or around Memorial Day to Labor Day as determined by management and local president or his designee. This change does not apply to shift workers.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

#### **ADMINISTRATIVE SERVICES SECTION (LAKE SERVICES AND PMC)**

**Laborer** - Receive and carry out instructions from the Division Superintendent consisting of raking parks; picking up garbage; cleaning rest rooms; cutting grass with 21" mower; trimming trees; and maintenance of park equipment.

**Maintenance Equipment Operator (MEO)** - Receive and carry out instructions from the Division Superintendent. Must be able to do all jobs above, plus drive truck; operate power saws, tractors with 30" mowers; tractors with 60" mowers; and any kind of power operated equipment.

**Lake Area Maintenance Foreman** - This position shall carry out all orders of the Lake Services Superintendent of Maintenance to oversee that personnel satisfactorily perform all functions assigned to him and be responsible for all safety requirements. Position shall also file reports and records with the Superintendent as required. Position shall be that of a working foreman.

**Lake Services Construction Foreman (Seasonal)** - Work consists of carrying out all orders of the Lake Services Superintendent of Maintenance and oversee that personnel satisfactorily perform lake construction duties as assigned to him and be responsible for all safety requirements. This foreman position shall only be assigned duties involving shoreline protection and other related lake maintenance projects. This temporary classification shall be a working position.

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During the summer months at Lake Services, members of the normal crew who are asked to supervise and provide leadership to summer help shall work with the help and be responsible for the work and will be paid an additional two dollars (\$2.00) per hour (does not include Foremen).

**PMC Janitors** - Work shall include keeping PMC, Dallman Maintenance Building, and Security facilities clean at all times including toilet facilities, building and seasonal grounds maintenance activities excluding mowing; have a knowledge of various chemicals used and their proper use; and keep all equipment assigned to them clean and in proper condition.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch.

Bargaining unit members in the above sections may be permitted to work the above summer work hours by majority member vote in each work area.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

### **ELECTRIC DEPARTMENT**

**Electric Department Yard Maintenance Men** - Cut grass, maintain and keep clean the yards in both energized and unenergized substations. Remove snow and ice in parking areas and on sidewalks around substations and service centers. Repair damage to yards caused by CWLP Electric and Water crews in their work and do other yard maintenance work as directed by Superintendent. Requires some knowledge of botany and agronomy and the ability to obtain state licensing as a "Licensed Operator" pursuant to the Illinois Pesticide Act of 1979 and amendments thereto within one year of filling this position.

Hours of Work. 7:00 a.m. to 3:30 p.m., with one half (1/2) hour off for lunch.

During the summer months at the Electric Department, members of the normal crew who are asked to supervise and provide leadership to summer help shall work with the help and be responsible for the work and will be paid an additional two dollars (\$2.00) per hour (does not include Foremen).

**Relief Watchman-Building Maintenance Man** - This position will be required to work one day as a watchman at the Water Department and one day as watchman at the Electric Department at Groth Street. The other three days will be used as Building Maintenance Man in the Electric Division. The general work schedule will be the schedule that the current Relief Watchmen-Building Maintenance Man is working. However, the general work schedule for this position set forth in the Article and Section may be changed to meet the needs of the utility. When the Relief Watchman-Building Maintenance Man's schedule is changed, then he will be paid Building Maintenance Man wages. Relief Watchman-Building Maintenance Man's days off are not subject to change.

Relief Watchman-Building Maintenance Man Wage Schedule to be the same as Building Maintenance Men and Watchmen according to the schedule below.

Sunday (Watchman)  
7:30pm - 3:30pm      11th & Mason

Monday (Build-Maint)  
8:30am - 5:30pm      10th & Miller

Tuesday (Build-Maint)  
8:30am - 5:30pm      10th & Miller

Wednesday (Build-Maint)  
8:30am - 5:30pm      10th & Miller

Thursday  
OFF

Friday  
OFF

Saturday (Watchman)  
8:00am - 4:00pm      Groth Street

**Electric Department Yard Maintenance Foreman** - Oversee and supervise the Yard Maintenance Men in cutting grass, maintaining and keeping clean the yards in both energized and unenergized substations. Remove snow and ice in parking areas and on sidewalks around substations and service centers. Repair damage to yards caused by line crews in their work and do other yard maintenance work as directed by the Superintendent. In addition, plan and coordinate the work of additional yard maintenance crews during the summer months when summer help is present. Requires some knowledge of botany and agronomy and the ability to obtain state licensing as a "Licensed Public Applicator" pursuant to the Illinois Pesticide Act of 1979 and amendments thereto within one year of filling this position.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch.

**Electric Department Watchmen** - Provide some janitorial services and maintain a security watch of the designated Electric Department property as described by the Superintendent.

Hours of Work: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; 12:00 midnight to 8:00 a.m.

**Electric Department Building Maintenance Men** - Do janitorial work and other maintenance work that does not interfere with other crafts in all buildings assigned to the Manager of Buildings and Stores. Should be skilled in the care and maintenance of finished surfaces.

Hours of Work: 7:00a.m. - 4:00 p.m., with one (1) hour off for lunch.

**Field Investigators** - Work consists of accepting customer telephone calls and scheduling appointments to get meter readings on inaccessible meters, verifies reads that appear to be in error, reflect no consumption, or are excessive and may, in the case of water meters, indicate a leak, teach customers who prefer to submit their meter reads by mail to read and record on cards.

Hours of Work: 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour off for lunch.

Bargaining unit members in the above sections may be permitted to work the above summer work hours by majority member vote in each work area.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

Situations and certain types of work may warrant crews to work with less than a complete crew. The Superintendent will make every reasonable attempt to assemble a complete crew. The Superintendent will determine that work to be done with less than a complete crew. Complete crews shall consist of:

Service Crew: 1 Foreman, 2 WWSM and 1 Operator;

Valve Crew: 1 Foreman and 1 WWSM;

Complaint Crew: 1 Foreman and 3 Complaint Men;

Locate Crew: 1 Foreman and 2 Assistant Locators;

Main Crew: 1 Foreman and 2 WWSM;

Fire Hydrant Crew: 1 Foreman and 1 WWSM;

Yard Maintenance Crew: 1 Foreman and 3 Yard Maintenance Men;

The Superintendent may add to these crews as necessary to ensure efficient performance on the job.

## **ARTICLE XVII - NEW CONSTRUCTION AND SUBCONTRACTING**

### **Section 1. Purpose.**

For the purpose of this Agreement, the installation of new taps, new water mains, new valves, new fire hydrants, new water and fire service lines; any of which are one and one-half (1 1/2") inches or greater in diameter and the construction and installation of meter connections and bypasses which are one and one-half (1 1/2") inches or greater in diameter that provide an addition to the existing system shall be considered new construction and be paid the applicable rate as provided in Article XVIII.

To be included in the new construction description is the relocation of existing water mains, valves and fire hydrants due to water main relocation.

The new construction rate will be paid for work performed on project from the initial start of project, during project construction, flushing and service relocations to new main from existing main .

The relocation, repair or adjustment of existing meter pits, valve boxes, stop boxes, water service lines and the relocation or adjustment of existing fire hydrants utilizing existing tap lines; or the replacement of existing valves shall not be considered new construction work.

The unloading of pipe, valves, fire hydrants and other water appurtenances for storage shall not be considered new construction work.

To be excluded from new construction rate of pay is any required water distribution utility locating, exploratory work for outside contractors and other utility companies and incidental material delivery to job site.

### **Section 2. Subcontract.**

The Employer shall not contract or subcontract any maintenance, meter setting or other work five hundred (500') feet or less, performed by employees covered by this Agreement.

Employer may temporarily contract or subcontract lead water service line replacements, from March 1, 2027 through March 1, 2038 or until all lead service lines have been replaced in the City of Springfield. In the event the Employer subcontracts lead water service line replacement work, one crew shall be eligible to work pre-arranged overtime on Saturdays, authorized by the Employer, while lead service line work is being contracted out.

### **Section 3. No Eroding.**

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 XVIII - SHORELINE RENOVATION**

This Section is for the purpose of defining guidelines and procedures regarding the use of minimum-security prisoners and other temporary work groups at Lake Services for shoreline renovation activities.

### **Section 1. Work Group Affects.**

The Employer agrees that utilizing prisoners or other temporary work groups in no way will the job security or stability of bargaining unit affect employees. This Article shall be suspended upon the layoff of any employee covered by the labor agreement between Local 337 and Office of Public Utilities.

### **Section 2. Notice.**

Prior to utilizing prisoners or other temporary work groups for the project, the Employer will meet with representative of Local 337 and discuss in detail:

- A. The work to be performed;
- B. The location of work;
- C. The estimated duration of work;
- D. The number of prisoners, other temporary work groups and staff to be used.

### **Section 3. Temporary Work Groups.**

Further, the parties agree to review the use of the prisoners and other temporary work groups at least every six (6) months. However, if at any time either party feels that a potential problem exists, the parties agree to meet immediately to discuss and find a resolution for the problem.

### **Section 4. Work Considerations.**

Using prisoners and other temporary work groups should take into account the following considerations:

- A. Shoreline protection is considered an ongoing effort.
- B. The work effort includes unskilled, labor-intensive work.
- C. The successful implementation of this shoreline protection will significantly enhance Lake Springfield in a timely manner, which is acceptable to the community.
- D. The pay scale of temporary Lake Construction Foreman is incorporated into the Agreement. Such pay scale shall be two dollars (\$2.00) above the current Maintenance Equipment Operator rate and shall be applied against those foreman activities directly related to shoreline protection or sediment removal operations.

## **ARTICLE XIX - HEALTH AND SAFETY**

### **Section 1. Cold Weather.**

Employees shall not be required to work outside in severe cold weather, periods of rain, electrical storms, periods of heavy snowfall, except for the repair of main and service line breaks and interruption of water service to customers and the unloading of pipe and other water distribution supplies and, in the case of Lake Services and PMC employees when work is necessary for emergency situations such as snow and ice removal, fallen trees on roadways or other situations deemed an emergency by the Superintendent. Complaint Men will perform the following duties during inclement weather; turn on and off for repair work, investigations on interruption of service; and double headers. It shall be considered severe cold weather if the temperature is fifteen degrees Fahrenheit (150) or below, according to the Weather Channel. The Superintendent in charge shall be the judge of work to be performed during bad weather. A Laborer shall accompany Complaint Man during inclement weather.

## **ARTICLE XX - UNIFORMS**

Each employee shall receive \$500.00 per year in lieu of uniforms. The City will continue to provide one (1) pair of insulated coveralls to all employees (excluded from insulated coveralls will be the following classifications: Water Division Janitors, Office Systems Operator, Communication Operator, Electric Department Building Maintenance Men). Coveralls will be of Carhart quality and replaced only on an as needed basis. Additionally, the Employer shall purchase high visibility winter coats for all employees whose job duties require them to work outside. Such coats will be replaced on an as needed basis.

The Employer shall provide safety shoes or boots where employees are required to wear them. These items will be replaced as needed but only upon return of the damaged or worn out safety boots or shoes and only if the Employer agrees upon the need for replacement. Employees shall be expected to take due care of these items. Employees shall have the option to select the brand and type of safety shoes or boots from a selection furnished by the Employer. The determination of need for replacement shall rest with their respective Superintendent.

The Employer will provide prescription safety glasses as needed, but only upon return of the damaged glasses and only if the Employer agrees upon the need for replacement, or upon receipt of a doctor's prescription. Such glasses shall include lenses and frames, which are AISI approved.

Where safety boots or prescription glasses are provided as above, employees shall wear them at all times. The Employer will furnish rain gear, hard hats and liners, boots, waders and gloves when needed to perform the work. Those items no longer serviceable will be replaced on an exchange basis only. Those employees issued uniforms shall be required to wear them during working hours.

## **ARTICLE XXI - CLASSIFICATION AND WAGE RATE**

Wages are set forth in Appendix A.

### **General Increases**

October 1, 2025	2.5%
October 1, 2026	2.25%
October 1, 2027	2.5%
October 1, 2028	2.25%

### **Tier II Adjustments for All Employees Hired After February 2, 2016**

In addition to the general increases outlined above, Tier II employees shall receive an additional \$.50 per hour added to his/her hourly rate of pay. \*In the event a Tier II employee reaches the Tier I wage scale, the employee shall not receive the additional \$.50 per hour added to his/her hourly pay rate.

Across-the-board increases shall be applied after other applicable increases as set forth below.

All employees' paychecks shall be issued through direct deposit.

Effective March 1, 2012, the base pay rate for the 2nd Shift Watchman shall increase by \$1.50 per hour.

Effective October 1, 2015, New Construction Foreman pay shall increase by \$.50 per hour.

Effective October 1, 2025 New Construction Laborer Tier I rate of \$39.1398, shall be frozen for the duration of this Agreement.

### **Longevity**

Employees with 15 or more years of continuous City service will receive an additional \$.50 per hour added to his/her hourly rate of pay.

Employees with 20 or more years of continuous City service will receive an additional \$.75 per hour added to his/her hourly rate of pay.

All employees who have completed 25 years or more continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay.

All employees who have completed 30 years of continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay.

The rate of pay for the Senior Saturday Complaint man shall be equal to the Foreman rate of pay for all hours worked on Saturday.

With the exception of the across-the-board pay increases, any wage increases shall not be compounded for employees hired after January 1, 2012.

### **WATER DEPARTMENT TITLES**



- Crew Foreman
- Office Systems Operator/Data Input Operator
- Night Complaint Man
- Water Division Locator Foreman
- Assistant Water Division Locator
- Complaint Man Foreman
- Complaint Man
- Communications Operator
- Storeroom Foreman
- Water Service Maintenance Man
  - First year
  - Over One Year
  - Over Two Years
- Storeroom Keeper
- Storeroom Helper/Utility Person
- Watchman
  - Day Shift
  - Second Shift
  - Third Shift
- Janitor
  - Day Shift
  - Second Shift
- New Construction Foreman
- New Construction Laborer

Those individuals in the above positions who successfully obtain a State of Illinois Class \*D\* Public Water Supply Operator Certificate of Competency will receive a \$1.50 per hour increment over the above rates.

#### **ADMINISTRATIVE SERVICES TITLES (LAKE SERVICES & PMC)**

- Lake Area Maintenance Foreman
- Maintenance Equipment Operator
- Laborer
  - First Year
  - Over One Year
- Seasonal Lake Services
- Construction Foreman
- Janitor
  - Day Shift
  - Second Shift

The Employer will seek two volunteers at Lake Services willing to become certified to spray pesticides. The volunteers will be selected based upon seniority and those selected shall be paid based upon the below rates.

#### **ELECTRIC DEPARTMENT TITLES**

- Foreman, Yard Maintenance

- Yard Maintenance Men
  - First year
  - Over One Year
  - Over Two Years
- Building Maintenance Men
  - First year
  - Over One Year
  - Over Two Years
- Watchman
  - Day Shift
  - Second Shift
  - Third Shift
- Field Investigator

Lake Services employees who successfully complete training in tree trimming will receive an additional \$0.30 per hour. In addition to the \$0.30 per hour, Lake Services employees who become certified arborist will be paid an additional \$0.40 per hour effective the first day of the month following notification to the Employer of their certification.

All employees required to have a Pesticide Operator's License shall receive an additional \$0.50 per hour added to their base rate of pay. All employees required to have a Pesticide Applicator's License shall receive an additional \$1.00 per hour added to their base rate of pay.

Effective October 1, 2025, the Meter Repairman and Meter Repairman Foreman positions and wage premiums shall be eliminated. Complaint Man. excluding the Complaint Man Foreman, performing meter repair work, including testing and repairing meters, installing remote readers, and maintaining hydrant meters shall receive an additional \$0.05 added to their base wages.

## **ARTICLE XXII - AMENDMENT**

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

Should any Article, Section, or portion thereof, of this Agreement be held unlawful, and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE XXIII - COMMERCIAL DRIVERS LICENSE**

### **Section 1. Payment During Testing & Training Activities.**

The Employee shall suffer no loss in wages for necessary testing and training activities in his pursuit of a Commercial Drivers License (CDL).

### **Section 2. Training.**

The Employer shall provide training materials to assist the Employee in his preparation for the CDL test. The Employer shall provide a vehicle to those employees required to take a road test. The Employer will pay for the

cost of the CDL portion of the Drivers License for those employees whose positions require a CDL.

### **Section 3. Failure to obtain CDL.**

In the event an employee who is required to have a CDL fails to obtain a Commercial Drivers License, the Employer and the Union will attempt to place that employee in a position that is currently covered under this agreement that does not require a CDL.

### **Section 4. Suspension or Revocation of CDL.**

Employees shall immediately notify the Employer of the suspension or revocation of their Drivers License (including the CDL). Failure to do so will be grounds for termination of employment. It is understood that should employees receive a suspension of their Drivers License or Commercial Drivers License, for a period of no more than four (4) months, that individual be assigned, where possible, to duties where a Drivers License or CDL is not required within the same classification, or to duties in another classification.

It is understood that should employees that are required to drive, (1) fail to obtain a Commercial Drivers License; (2) lose their Drivers License; or (3) lose their Commercial Drivers License for a period of greater than four (4) months, then those instances will be handled on a case-by-case basis. The Utility will attempt to place those affected employees in positions covered under the bargaining agreement. This will be done through bidding the position they will be vacating, and allowing the employee who lost the license to bid into the first vacant non-driving position. After this process is complete and a non-driving position is still not available, then that employee will be placed in a non-driving position (at that rate of pay) of the least senior bargaining unit member. Consequently, the least senior bargaining unit member will be laid off until such time as a position becomes available.

### **Section 5. Required CDL Positions.**

The following positions are required to hold a Class A CDL:

#### **Water Department**

- Crew Foreman (including the occupational classifications as defined in Article X of Water Division Foreman, Valve Crew Foreman, Fire Hydrant Crew Foreman)
- Water Service Maintenance Man First Year, Over One Year, Over Two Years (including the occupational classifications of Water Division Service Maintenance Men, Valve Crew Laborer, Fire Hydrant Laborer)
- Storeroom Keeper
- Storeroom Helper/Utility Persons
- New Construction Foreman
- New Construction Laborer

#### **Administrative Services**

- Lake Area Maintenance Foreman
- Maintenance Equipment Operator (including occupational classification as defined in Article X of Lake Services Construction Foreman (Seasonal))

#### **Electric Department**

- Yard Maintenance Foreman
- Yard Maintenance Men Over Two Years

All employees listed above shall maintain a Class A CDL, shall have \$1.50 per hour added to his/her hourly rate of pay. All other employees in the bargaining unit, who maintain a Class A CDL shall have \$.25 added to his/her hourly rate of pay.

#### **ARTICLE XXIV - DRUG TESTING**

Employees covered under this agreement shall be subject to the drug testing policy and procedures outlined in Appendix B.

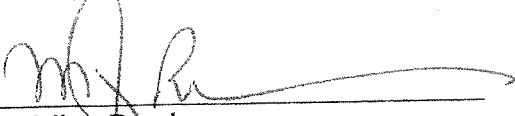
#### **ARTICLE XXV - RESIDENCY**

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 employees covered by the Parties current collective bargaining agreement. The parties agree to meet and negotiate if the City Council makes any Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by Council shall impact the moratorium as applied to Employees covered by this bargaining agreement.

#### **ARTICLE XXVI - TERMINATION**

This Agreement shall effective as of the first day of October, 2025, and shall remain in full force and effect until the 30<sup>th</sup> day of September, 2029, unless either party shall notify the other in writing no earlier than one hundred twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after notice. This Agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided to the other party

For the City of Springfield:

  
\_\_\_\_\_  
Mayor Misty Buscher

Date: 12/8/25

For AFSCME 337:

  
\_\_\_\_\_  
Joseph Jay, Business Representative

Date: 12/4/2025

# APPENDIX A – WAGES

AFSCME 337

	10/1/2024		10/1/2025		10/1/2026		10/1/2027		10/1/2028	
	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16
	2.50%	2.50%	2.50%	2.50%	2.25%	2.25%	2.50%	2.50%	2.25%	2.25%
<b>WATER DEPARTMENT</b>										
Communications Operator	\$29.4782	\$27.6927	\$30.2152	\$28.8850	\$30.8950	\$30.0349	\$31.6674	\$31.2858	\$32.3799	\$32.3799
Complaint Man	\$32.9917	\$30.6292	\$33.8665	\$31.9419	\$34.6285	\$33.1637	\$35.4942	\$34.1928	\$36.2928	\$35.7689
Complaint Man 7 a.m.-3:30 p.m. shift (additional 5% per MOU dated 1-3-11)	\$34.6413	\$32.1607	\$35.5573	\$33.5147	\$36.3573	\$34.7688	\$37.2662	\$36.1380	\$38.1047	\$37.4511
Complaint Man Foreman	\$40.7758	\$37.1350	\$41.7952	\$38.5634	\$42.7356	\$39.9311	\$43.8040	\$41.4294	\$44.7896	\$42.8616
Crew Foreman	\$40.7758	\$37.1350	\$41.7952	\$38.5634	\$42.7356	\$39.9311	\$43.8040	\$41.4294	\$44.7896	\$42.8616
Janitor, Day Shift	\$23.4268	\$22.6347	\$24.0125	\$23.7006	\$24.5528	\$24.5528	\$25.1666	\$25.1666	\$25.7328	\$25.7328
Janitor, Second Shift	\$24.1722	\$23.2580	\$24.7765	\$24.3395	\$25.3340	\$25.3340	\$25.9674	\$25.9674	\$26.5517	\$26.5517
Leak Detector Foreman	\$40.7758	\$37.1350	\$41.7952	\$38.5634	\$42.7356	\$39.9311	\$43.8040	\$41.4294	\$44.7896	\$42.8616
Water Repairman	\$37.0233	\$33.9988	\$37.9489	\$35.3488	\$38.8028	\$36.6441	\$39.7729	\$38.0602	\$40.6678	\$39.1166
Water Repairman Foreman	\$40.7758	\$37.1350	\$41.7952	\$38.5634	\$42.7356	\$39.9311	\$43.8040	\$41.4294	\$44.7896	\$42.8616
New Construction Laborer	\$39.1398	\$35.7677	\$39.1398	\$37.1619	\$39.1398	\$38.4980	\$39.1398	\$39.1398	\$39.1398	\$39.1398
New Construction Foreman (\$ 50/hr increase 10/1/15)	\$44.0817	\$39.9856	\$45.1837	\$41.4852	\$46.2003	\$42.9186	\$47.3553	\$44.4916	\$48.4208	\$45.9927
Night Complaint Man	\$34.8634	\$32.1934	\$35.7850	\$33.5482	\$36.5902	\$34.8030	\$37.5050	\$36.1731	\$38.3489	\$37.4870
Office Systems Operator/Data Input Operator	\$31.3750	\$29.2780	\$32.1594	\$30.5100	\$32.8830	\$31.6965	\$33.7051	\$32.9889	\$34.4635	\$34.2312
Relief Complaint Man	\$32.9917	\$30.6292	\$33.8665	\$31.9419	\$34.6285	\$33.1637	\$35.4942	\$34.1928	\$36.2928	\$35.7689
Relief Complaint Man 7 a.m.-3:30 p.m. shift (additional 5% per MOU dated 1-3-11)	\$34.6413	\$32.1607	\$35.5573	\$33.5147	\$36.3573	\$34.7688	\$37.2662	\$36.1380	\$38.1047	\$37.4511
Storeroom Helper/Utility Person	\$28.0728	\$26.5181	\$28.7746	\$27.6811	\$29.4220	\$28.8039	\$30.1576	\$30.0240	\$30.8361	\$30.8361
Storeroom Keeper	\$33.6367	\$31.1682	\$34.4776	\$32.4474	\$35.2533	\$33.6775	\$36.1346	\$35.0194	\$36.9476	\$36.3073
Storeroom Foreman	\$40.7758	\$37.1350	\$41.7952	\$38.5634	\$42.7356	\$39.9311	\$43.8040	\$41.4294	\$44.7896	\$42.8616
Watchman, Day Shift	\$24.4206	\$23.4658	\$25.0311	\$24.5524	\$25.5943	\$25.5943	\$26.2342	\$26.2342	\$26.8245	\$26.8245
Watchman, Second Shift (Mon.-Fri.)	\$27.0638	\$25.6746	\$27.7404	\$26.8165	\$28.3646	\$27.9199	\$29.0737	\$29.0737	\$29.7279	\$29.7279
Watchman, Second Shift (Sat.-Sun.)	\$25.1663	\$24.0886	\$25.7955	\$25.1908	\$26.3759	\$26.2576	\$27.0353	\$27.0353	\$27.6436	\$27.6436
Watchman, Third Shift	\$25.4462	\$24.3229	\$26.0824	\$25.4310	\$26.6693	\$26.5032	\$27.3360	\$27.3360	\$27.9511	\$27.9511
Water Division Locator Assistant	\$37.0233	\$33.9988	\$37.9489	\$35.3488	\$38.8028	\$36.6441	\$39.7729	\$38.0602	\$40.6678	\$39.1166
Water Division Locator Foreman	\$40.7758	\$37.1350	\$41.7952	\$38.5634	\$42.7356	\$39.9311	\$43.8040	\$41.4294	\$44.7896	\$42.8616
Water Service Maintenance Man: First Year	\$28.0728	\$26.5181	\$28.7746	\$27.6811	\$29.4220	\$28.8039	\$30.1576	\$30.0240	\$30.8361	\$30.8361
Water Service Maintenance Man: Over One Year	\$31.0901	\$29.0398	\$31.8674	\$30.2658	\$32.5844	\$31.4468	\$33.3990	\$32.7330	\$34.1505	\$33.9695
Water Service Maintenance Man: Over Two Years	\$32.4505	\$30.1768	\$33.2618	\$31.4312	\$34.0102	\$32.6384	\$34.8605	\$33.9544	\$35.6449	\$35.2184
Janitor, Day Shift	\$23.4268	\$22.6347	\$24.0125	\$23.7006	\$24.5528	\$24.5528	\$25.1666	\$25.1666	\$25.7328	\$25.7328
Janitor, Second Shift	\$24.1722	\$23.2580	\$24.7765	\$24.3395	\$25.3340	\$25.3340	\$25.9674	\$25.9674	\$26.5517	\$26.5517
Laborer, First Year	\$24.0773	\$23.1784	\$24.6792	\$24.2579	\$25.2345	\$25.2345	\$25.8654	\$25.8654	\$26.4474	\$26.4474
Laborer, Over One Year	\$26.0296	\$24.8101	\$26.6803	\$25.9304	\$27.2806	\$27.0138	\$27.9626	\$27.9626	\$28.5918	\$28.5918
Lake Area Maintenance Foreman	\$40.7758	\$37.1350	\$41.7952	\$38.5634	\$42.7356	\$39.9311	\$43.8040	\$41.4294	\$44.7896	\$42.8616
Maintenance Equipment Operator	\$27.8632	\$26.3428	\$28.5598	\$27.5014	\$29.2024	\$28.6202	\$29.9325	\$29.8357	\$30.6060	\$30.6060
Seasonal Lake Services Construction Foreman	\$31.6225	\$29.4848	\$32.4131	\$30.7219	\$33.1424	\$31.9131	\$33.9710	\$33.2109	\$34.7353	\$34.4581
Building Maintenance Man: First Year	\$30.5255	\$28.5681	\$31.2886	\$29.7823	\$31.9926	\$30.9524	\$32.7924	\$32.2262	\$33.5302	\$33.4513
Building Maintenance Man: Over One Year	\$31.4424	\$29.3343	\$32.2285	\$30.5677	\$32.9536	\$31.7555	\$33.7774	\$33.0494	\$34.5374	\$34.2930
Building Maintenance Man: Over Two Years	\$32.6848	\$30.3726	\$33.5019	\$31.6319	\$34.2557	\$32.8436	\$35.1121	\$34.1647	\$35.9021	\$35.4334
Investigator/Field Collector 2	\$32.9917	\$30.6292	\$33.8165	\$31.8949	\$34.5774	\$33.1125	\$35.4418	\$34.4403	\$36.2392	\$35.7152
Watchman, Day Shift	\$24.4206	\$23.4658	\$25.0311	\$24.5524	\$25.5943	\$25.5943	\$26.2342	\$26.2342	\$26.8245	\$26.8245
Watchman, Second Shift	\$25.1663	\$24.0886	\$25.7955	\$25.1908	\$26.3759	\$26.2576	\$27.0353	\$27.0353	\$27.6436	\$27.6436
Watchman, Third Shift	\$25.4462	\$24.3229	\$26.0824	\$25.4310	\$26.6693	\$26.5032	\$27.3360	\$27.3360	\$27.9511	\$27.9511
Yard Maintenance Man: First Year	\$27.5675	\$26.0954	\$28.2567	\$27.2478	\$28.8925	\$28.3609	\$29.6148	\$29.5699	\$30.2811	\$30.2811
Yard Maintenance Man: Over One Year	\$30.7148	\$28.7261	\$31.4827	\$29.9443	\$32.1911	\$31.1180	\$32.9959	\$32.3960	\$33.7383	\$33.6249
Yard Maintenance Man: Over Two Years	\$31.9161	\$29.7300	\$32.7140	\$30.9733	\$33.4501	\$32.1702	\$34.2864	\$33.4745	\$35.0578	\$34.7277
Yard Maintenance Man: Foreman	\$40.7758	\$37.1350	\$41.7952	\$38.5634	\$42.7356	\$39.9311	\$43.8040	\$41.4294	\$44.7896	\$42.8616
<b>ADMINISTRATIVE SERVICES (LAKE SERVICES AND PMC)</b>										
<b>ELECTRIC DEPARTMENT</b>										

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## APPENDIX B – DRUG TESTING

### Section 1. Drug Testing - Policy Statement

The Union and the Employer agree that the use of illegal drugs, and the abuse of legal drugs by anyone present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates current City regulations and the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug abuse. In the interest of employing persons who are not impaired by drug abuse in the performance of their jobs, and for the safety and well-being of employees and residents, the Employer will establish a program that will allow the Employer to take the necessary steps, including drug testing, to eliminate such abuse by such employees.

### Definitions

- A. "Drug(s)" shall mean any controlled substance listed in the Illinois Compiled Statutes, Chapter 720, Act 570, known as the Controlled Substances Act, for which the person tested does not submit a valid prescription. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. For the purposes on Random Drug Testing only, "drugs" shall mean:
- Amphetamines
  - Cocaine
  - Marijuana
  - Opiates
  - PCP
  - 6-Acetylmorphine
  - Ecstasy
  - Oxycodone
  - Semi-Synthetic Opiates
- B. "Impairment" due to drugs shall mean a condition in which the Employee is unable to properly and safely perform his/her duties due to the effects of a drug in his/her body. Where impairment exists, incapacity for duty shall be presumed.
- C. "Positive Test Results" shall mean a positive result on both an initial screening test and confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained drug or drug metabolite concentrations at or above the concentration level specified in the Section outlining Drug Testing Standards below.
- D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug for which a valid, prescription cannot be documented, which results in evidence of impairment while on duty.
- E. The term "employee," for the purposes of this article only and not for any other collective bargaining language purpose, shall include all employees covered under AFSCME Local 337.
- F. The term "refusal" shall mean an employee's unwillingness to submit to testing, including an inability to

provide a urine specimen within twenty-four (24) hours of a proper request to provide said sample, unless the Employee can supply a credible medical excuse for the inability to supply a urine specimen.

## **Administration of Tests**

### **A. Educating Employees Regarding Drug Testing**

All eligible employees of City, Water, Light, and Power will receive a copy of the Employer's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will educate and inform the employees on the testing procedure and the consequences of testing positive for drug use/abuse. All newly hired employees will be provided with this education and information. No employees shall be tested unless this education and information has been provided to him/her.

### **B. Reasonable Suspicion Testing**

1. Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the abuse of drugs. Reasonable suspicion will be based upon the following:
  - a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs; and/or
  - b. Information provided by an identifiable (including name), reliable and credible source, which can be independently corroborated. Information has to be given to the individual or his designee.
2. Where there is reasonable suspicion that an employee is under the influence of drugs or there is evidence of impairment while on duty, that Employee may be required to report for drug testing. The Director of Human Resources shall determine if reasonable suspicion exists.

### **C. Alcohol Testing**

A CDL-required employee shall be tested for alcohol only if reasonable suspicion has been established as outlined under "Reasonable Suspicion Testing." Failure by the Employer to do so shall negate any adverse action taken against the Employee regardless of the outcome of any test.

Given the nature of the testing, the Employee shall be driven to a mutually agreed upon testing site by the Union president or a union designee.

An initial "screen test" shall be conducted first. Any result less than .025 shall be considered a negative test. If the alcohol concentration is .025 or greater, a second or "confirmation test" must be conducted. The test shall be by the "Evidential Breath Test (EBT) device, which prints out the results, date, time, a sequential test number, name, and serial number of the EBT. The test must be conducted by a "Breath Alcohol Technician" who is trained to operate the EBT and is proficient in all breath alcohol testing procedures.

Any CDL-required employee who tests higher than .025 but less than .04 shall cause the Employee

immediately from driving for at least 24 hours. If the Employee cannot perform any non-safety sensitive task or function due to unavailability, that Employee will be placed on unpaid administrative leave until the 24 hour period ends. CDL required employees with a .04 or higher shall be subject to the disciplinary process as outlined in this article.

D. Random Drug Testing

The City and the Union agree that the employees shall be divided into two groups, CDL required employees and non-CDL employees.

The City and the Union agree that a non-CDL-required employee is anyone whose job does not require a CDL license to perform the normal work duties as outlined in their job description. If, however, such an employee wishes to also be considered by the City for overtime of a position that requires a CDL license, that Employee shall be considered a CDL required employee. If such an employee wishes no longer to be considered for overtime that requires a CDL license, then that Employee will no longer be considered a CDL required employee.

Non-CDL employees shall not be subject to the random drug testing program.

The City shall not test randomly for the presence of alcohol.

The City's Human Resources Department shall randomly select dates.

1. The Human Resources Department shall select a testing date and the morning of the date selected inform the Department that random testing will be done that date. The Human Resources Department shall notify the Superintendent of the names of the employees randomly selected for testing.

No employee shall be randomly selected more than once until all other employees have also been selected without consideration of time between random selections.

2. All employees on duty at the moment of the drawing shall be tested regardless of whether it is that Employee's regular shift or workday. Any employee not scheduled to work on the day of the testing will be excused from testing that specific day. After the drawing of the group for testing no employee shall be allowed to leave until providing the urine sample.
3. After the drawing, the Director or his designee shall order the selected group to report to the testing site as promptly as practical. The group shall drive themselves to the testing site.
4. The employees in the selected group shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.
5. The testing laboratory or testing facility will test the following panel drug screen that will only include the following drugs:
  - Amphetamines
  - Cocaine



- Marijuana
- Opiates
- PCP
- 6-Acetylmorphine
- Ecstasy
- Oxycodone
- Semi-Synthetic Opiates

## 6. Testing Standards

### a. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine the following:

- Amphetamines 500 ng/ml
- Cocaine metabolites 150 ng/ml
- Cannabinoids (THC) 50 ng/ml
- Opiate metabolites 2000 ng/ml
- Phencyclidine 25 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 500 ng/ml
- Oxycodone 100 ng/ml
- Semi-Synthetic Opiates 300 ng/ml

### b. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

- Amphetamines 250 ng/ml
- Cocaine metabolites 100 ng/ml
- Cannabinoids (THC) 15 ng/ml
- Opiates 2000 ng/ml
- Phencyclidine 25 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 250 ng/ml
- Oxycodone 100 ng/ml
- Semi-Synthetic Opiates 100 ng/ml

## E. Testing Procedure (for both Reasonable Suspicion and Random Testing)

1. This section shall be the procedure for both drug testing under Reasonable Suspicion and Random drug testing.
2. When an employee is ordered to submit to testing (other than random), the Employer shall provide

the Employee with a written notice of the order prior to testing. The written notice shall set forth all of the objective facts and the reasons for the order to test.

3. The Employee shall be permitted to consult with a representative of the Union at the time the order is given. The testing procedure shall not be delayed more than ninety (90) minutes due to the unavailability of a Union representative.
4. A refusal to submit to such testing shall be considered a positive test result, which can result in a disciplinary action up to and including discharge. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have.
5. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
6. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, maintains confidentiality, and preserves specimens for a minimum of twelve (12) months. At the time a urine specimen is given, the Employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled, and initialed by the Employee to ensure that the specimen tested by the Laboratory is that of the Employee.
7. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the Employee.
8. Collect samples in such a manner as to preserve the individual Employee's right to privacy, ensure a high degree of security to the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample.
9. Confirm any employee who tests positive in the initial screening for drugs by testing the second portion of the same sample via gas chromatography, plus mass spectrometry (or "GC/MS") or the equivalent or better scientifically accurate and accepted method that will provide quantitative data about detected drug or drug metabolites.
10. Provide the Employee tested with an opportunity to have the additional sample tested by an NIDA accredited clinical Laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense;
11. Provide each Employee tested, upon written request, with a copy of all written information and written reports received by the Employer in connection with the testing and the results;
12. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure where the Employee's reassignment is required. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the Employee's personnel files;

13. Required that the Laboratory or hospital facility report to the Employee when a urine sample is positive only if both the initial and confirmatory test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and the Union shall not use such information in any manner or forum adverse to the Employee's interest.

#### E. Post Accident Drug Testing

Any employee covered under this Agreement that is involved in a motor vehicle accident while operating a City-owned vehicle while on shift shall be subject to drug testing if:

- a. A citation is written by law enforcement, and the enforcing body determines the Employee is at fault.
- b. Damage in excess of \$10,000.00 occurs to City-owned property.
- c. Any individual claims to be injured, including the Employee.

If any of the above situations occur, the Employee shall be subject to drug testing as outlined in this Agreement.

#### Drug Testing Standards (for Reasonable Suspicion)

##### A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are positive for the following drugs/classes of drugs:

- Amphetamines 500 ng/ml
- Cannabinoids (THC) 50 ng/ml
- Cocaine metabolites 150 ng/ml
- Opiates 2000 ng/ml
- Phencyclidine 25 ng/ml
- Barbiturates 300 ng/mL
- Benzodiazepines 300 ng/mL
- Methadone 300 ng/mL
- Methaqualone 300 ng/mL
- Propoxyphene 300 ng/ml
- Oxycodone 100 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 250 ng/ml
- Semi-Synthetic Opiates 100 ng/ml

##### B. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

- Amphetamines 250 ng/ml
- Cannabinoids (THC) 15 ng/ml
- Cocaine metabolites 100 ng/ml
- Opiates 2000 ng/ml
- Phencyclidine 25 ng/ml
- Barbiturates 300 ng/mL
- Benzodiazepines 200 ng/mL
- Methadone 200 ng/mL
- Methaqualone 300 ng/mL
- Propoxyphene 200 ng/ml
- Oxycodone 100 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 250 ng/ml
- Semi-Synthetic Opiates 100 ng/ml

### C. Changes in Test Standards

The cutoff levels as test standards may be amended during the term of this Agreement by mutual written Agreement based on newly adopted NIDA screening and confirmatory standards.

### Right to Contest

The Union and/or the Employee shall have the right to file a grievance concerning any test permitted by this Agreement. Any re-testing of samples by the Union and/or Employee shall be at their expense. If re-testing shows a negative result, then the Employer will reimburse the Employee for the expense of re-testing.

### Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, prior to any drug test being ordered or administered, through the Employer's EAP Program, or through one of the City's health care providers and/or referrals to other recognized or certified programs, for an alcohol or drug-related problem. The Employer shall make available through its Employee Assistance Program a means by which the Employee may obtain referrals while undergoing treatment or when otherwise unfit for duty in his current assignment. All such requests shall be confidential. When undergoing treatment or when otherwise unfit for duty in his current assignment, employees shall be allowed to use: 1) Accumulated sick leave; and/or 2) Paid leave; and/or 3) Be placed on unpaid leave pending treatment.

### Discipline

If an employee has positive results from a drug test, he/she will undergo professional consultation and evaluation then undergo and complete treatment as prescribed by that professional; however, if the positive result follows a test administered after an accident with fatalities, said Employee will be discharged. In all other cases involving a positive result, the Employee shall receive a thirty (30) business day suspension.

In the event an employee tests positive again within a twenty-four (24) month period (from date of initial testing), then that Employee shall receive a sixty (60) day suspension.

In the event an employee tests positive for a third time within a five (5) year period (from date of initial testing), then that Employee shall be discharged with one exception:

If the normal procedure would lead to the discharge of an employee who has twenty-five (20) years of seniority or credible service with the City, then that Employee shall receive a six (6) month suspension and a last chance agreement of five (5) years over the drug policy only. If that Employee should test positive again during the term of the last chance agreement, then that Employee shall be discharged, and the Union and the Employee shall have no right to grieve the discharge.

### **Duty Assignment**

The nature of the EAP or treatment program allows the Employee to continue to work during treatment. The Employer may maintain the individual's previous employment status. If an employee participates in an in-patient program, which precludes continued employment, the Employee shall be granted a leave to do so. At the end of such leave, the Employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.

Employees who voluntarily report to the Supervisor that they are taking prescribed or over-the-counter medication that has adverse side effects. Which interfere with the Employee's ability to perform his/her normal duties may be temporarily reassigned with full pay to their duties. Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a year for in-patient treatment.

### **Confidentiality of Test Results**

The results of drug test will be disclosed to the person tested, the Director, the Director of Human Resources, and such other officials, as may be mutually agreed to by the parties. The test results will be disclosed to the Employee's Union President or designee. Test results will not be disclosed externally except where required for disciplinary purposes.

### **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 to the City or receives from the City's Laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

### **Meetings:**

The Union and the Employer agree to meet periodically to discuss the Drug Testing Policy and discuss any changes or updates that are mutually agreeable to the parties.