

AGREEMENT

BETWEEN

**AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES COUNCIL 31**

**LOCAL UNION 3738 &
CITY OF SPRINGFIELD
CLERICAL - TECHNICAL UNIT &
PROFESSIONAL UNIT**

AUGUST 1, 2020 TO JULY 31, 2025

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ARTICLE I **AGREEMENT**

This Agreement is entered into this 1st day of December 2021 by and between the City of Springfield, Illinois (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, Council 31, on behalf of its Local Union No. 3738 (hereinafter referred to as the "Union").

ARTICLE II **PREAMBLE**

It is the purpose of this Agreement and it is the intent of the parties hereto to set forth herein their entire agreement in order to establish and promote mutual harmonious relations and understanding between the Employer and the Union, to promote efficiency, productivity and effectiveness, to establish wages, standards and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences over the interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties, by their duly authorized representatives, do mutually covenant and agree that their objective is for the good and welfare of the City and the Union members alike. Both parties further agree that in the interest of harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The City and the Union regard the personnel covered by the Agreement as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE III **RECOGNITION**

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for employees of the City of Springfield in the following classifications, excluding those defined in the Illinois Public Labor Relations Act:

Professional Unit:

Librarian I and Librarian II; Librarian I, II-Intermittent

Clerical/Technical Unit:

Account Clerk I, II
 Account Technician I, II
 Accounts Receivable Specialist
 Administrative Clerk I, II
 Buyer I, II
 Cashier I, II
 Cemetery Specialist***
 Claims Coordinator
 Clerk I
 Clerk Typist I, II, III
 Community Ombudsman
 Community Program Specialist
 Community Programs Coordinator***
 Computer Operator I, II, III
 Consumer Representative I, II, III
 Crime Studies Analyst

 Data Control Coordinator
 Data Control Specialists
 Data Input Operator I, II
 Data Processing Librarian
 Demolition/Rehabilitation Permit
 Inspector***
 Educational Coordinator
 Engineering Aide***
 Environmental Health Inspector***

 Equipment Operator I, II***
 Facility Maintenance Worker I, II, III
 Grants Technician*
 Human Rights Investigator
 Inventory Clerk
 Laborer/Truck Driver***
 Lead Worker
 Library Assistant I, II, III
 Library Assistant I, II, III, IV-Intermittent
 Library Assistant IV***
 Maintenance Foreman***
 Maintenance Worker I, II***
 Maintenance Worker***
 Messenger Clerk I, II***
 Microfilm Operator
 Oak Ridge Foreman***
 Public Works Foreman** , ***
 Receptionist
 Rehabilitation Construction Specialist***

Rehabilitation Finance Specialist
 Secretary I, II
 Security Officer I***
 Service Representative I, II, III, IV
 Small Motor Repairman***
 Storeroom Foreman
 Stores Clerk
 Switchboard Operator
 Tour Reservation Coordinator
 Traffic Warden ***
 Training Coordinator
 Word Processing Machine Operator
 Building Permit Assistants I & II

 *Except Currently Excluded

**Oak Ridge

***Titles included in Drug Testing

Library Intermittent Employees:

The parties agree that the purpose of intermittent employees is to provide coverage for library staff that would otherwise be mandated and to fill in for staff that are on long term leaves of absence. The use of intermittent employees shall, in no way, reduce the number of full-time library employees, therefore the current staffing levels shall not be reduced as long as any intermittent employees are employed by the library.

Intermittent employees shall be covered under the AFSCME bargaining unit in all areas with the exception of benefit time. Intermittent employees shall have seniority amongst themselves. A lottery will be utilized for same day hires.

Intermittent employees shall not be utilized to avoid the payment of overtime to regular full-time employees, nor shall intermittent employees be given preferential treatment in regards to days or hours of work.

Intermittent employees shall work a maximum of 750 hours per calendar year.

In the event of a layoff or reduction of hours for full-time bargaining employees, intermittent employees shall be laid-off first.

When scheduling shifts Intermittent employees can be used to fill more than 50% of the shift positions when necessary, but in no case will an entire work day be filled by intermittent employees only.

Section 2. New Classifications

In the event the Employer determines to create a new job classification within the unit during the term of this Agreement, the Union shall be notified and given the opportunity to negotiate the pay rate.

Section 3. Job Classifications

Assignment within classification specifications upon signing this agreement the Employer agrees to change the phrase "performs other duties as required or assigned" as stated in current job descriptions to read as follows: "performs other duties as required or assigned within the scope of the duties enumerated above" in all future updates.

Section 4. Job Descriptions

The Employer agrees upon request to provide for a review of an employees job description and/or specification by the employee and/or the Union.

ARTICLE IV **NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, 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 requirements of State and Federal statutes applicable to employees in the workplace.

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

Section 2. Union Activity

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

Section 3. Equal Employment/Affirmative Action

The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal laws and regulations; Americans with Disabilities Act (ADA), Equal Employment and Affirmative Actions Acts.

ARTICLE V **UNION SECURITY**

Section 1. Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of

employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of union members.

Section 2. Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union.

If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

Section 3. Notice and Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 4. Indemnification

The Union shall indemnify and save harmless the Employer and its officers, agents and employees against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer, its officers, agents and employees in the course of complying with the provisions of the Article. If an improper deduction is made, the Union shall refund any such amount directly to the involved employee, with notification to the Employer.

ARTICLE VI 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:

- a) Union membership dues, fair share assessments;
- b) Union sponsored dental program;
- c) P.E.O.P.L.E. contributions.

The aggregate deduction of all employees, and a list of names and social security numbers of all bargaining unit employees and individual deductions and copies of any dues revocation cards shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. If the employee has no earnings for that paycheck, the Union shall be responsible for collecting said dues.

Upon receipt of an appropriate written authorization from the union, such authorized deductions shall be made in accordance with law and shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 2. Indemnification

The Union shall indemnify and save harmless the Employer and its officers, agents and employees against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer, its officers, agents and employees in the course of for the purpose of complying with the provisions of the Article. If an improper deduction is made, the Union shall refund any such amount directly to the involved employee, with notification to the Employer.

ARTICLE VII NO STRIKE/NO LOCKOUT

Section 1. No Strike

During the term of this Agreement, there shall be no strikes, work stoppages or slow downs or any other interference with the work or statutory functions of the Employer. No officer or representative of the Union or any employee shall authorize, institute, instigate, aid, condone or engage in such activities.

Notwithstanding the above, the parties agree that the language regarding "no strikes" will not apply to disputes regarding Health Insurance issues after January 1, 2000.

Section 2. No Lockout

No lockout of employees shall be instituted by the Employer or its representatives during the term of this Agreement.

Section 3. Employer Rights

The Employer retains the right to discipline, up to and including discharge, any employee violating Section 1 of this Article.

ARTICLE VIII MANAGEMENT RIGHTS

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

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

ARTICLE IX 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 meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, pertinent witnesses, or grievants, and if such attendance does not unreasonably interfere with the Employer's operations. Such approval shall not be denied except for a bona fide operational need by the employer taking into consideration the Department's staffing levels. . Such denial shall be submitted to the employee in writing prior to the start of the meeting.

Section 2. Access to Premises by Union Representatives

The Employer agrees that Local Union Representatives and Officers and AFSCME Staff Representatives shall have access to the affected employee(s) upon giving notice prior to arrival to the appropriate Employer Representative unless such access would unreasonably interfere with the normal operating needs of the Employer. Such access shall be granted solely for the purpose of administration of or for the resolution of problems arising under this Agreement. In such instances, the Employer shall, upon appropriate prior notification and request by a designated Union official, make available meeting space to facilitate and allow consultation in private with said Union official.

Section 3. Information Provided to Union

The Employer shall submit to the Local Union President every three (3) months the current seniority roster (with addresses), a list of bargaining unit members who have been terminated and/or who have been laid-off, and re-employment lists, if any, applicable under the seniority provisions of this Agreement.

The Employer shall submit to the Local a monthly report showing new hires, promotions, demotions and temporary assignments with the title, hourly rate of pay and the effective date of the transaction for bargaining unit members. The Employer will begin providing temporary assignment reports on February 1, 2004.

In addition the Employer shall monthly notify the Union in writing as to the following personnel transactions involving bargaining unit employees within each work section and location: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties(Janos MOU)

Section 4. Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area-wide Union committee meetings,

State or International conventions, provided such representative shall give reasonable notice to his supervisor of such absence and shall be allowed such time off if it does not unreasonably interfere with the operating needs of the Employer. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such without pay.

When the Employer conducts new hire orientation, a Union representative shall be allowed up to one (1) hour with pay to conduct the Union's portion of the orientation. When possible, such representative shall give reasonable notice to his supervisor of such absence.

The Employer shall provide the local union president with as much advance notice as possible regarding the date, time and location of the orientation along with the number of bargaining unit employees involved.

Such time off shall not be detrimental in any way to the employee's record.

Section 5. Union Bulletin Boards

The Employer shall provide reasonable bulletin boards or space at each work location. The number, size and location of each shall be mutually agreed to by the parties in subsequent Labor/Management meetings. The boards or space shall be for the sole and exclusive use of the Union.

Section 6. Meeting Spaces and Telephone Use

Upon prior notification, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 7. Annual Training

The Employer and the Union are committed to ensuring that employees receive training that will help to maximize the productivity and quality of their work. To facilitate this goal, the parties agree that providing annual training to employees is important and that the Employer and the Union should therefore endeavor to provide such annual training. Annual training provided by the Union, including updating employees on new agreements and policies, and on the coordination of these policies and agreements with policies and procedures set forth in the collective bargaining agreement, can help to facilitate the maximization of both quality and productivity. The Union may schedule up to an hour per year of such training at the time and place, agreeable to the parties, provided, such training does not unreasonably disrupt department operations. Where the Employer has scheduled such training, the Union may, by mutual agreement, be scheduled in conjunction with such sessions. Training provided for herein shall be without loss of pay.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is a difference of opinion or dispute raised by the Union, an employee, or a group of employees (with respect to a single common issue) covered by this Agreement and the Employer which concerns the meaning, interpretation or

application of the express provisions of this Agreement or arising out of other circumstances or conditions of employment.

Step 1:

The Union shall advise the Director in writing within ten (10) working days after the Union or the employee become aware of the occurrence of the event giving rise to the alleged grievance. The Director (or designee) may meet with the designated Local Union Representative within ten (10) working days at a time mutually agreed upon to discuss the grievance. The Director shall answer the grievance in writing within five (5) working days following the Step 1 or the meeting.

Step 2:

If the grievance is not settled in Step 1 then a local union representative along with the AFSCME Council 31 staff representative shall meet with the Manager of Labor Relations (or designee) within five (5) working days of the Director's answer in Step 1 in an effort to resolve the grievance prior to arbitration.

Step 3:

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

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

b) After notice is given by either party and the parties mutually agree to mediation, the Employer shall promptly notify the Federal Mediation and Conciliation Service (FMCS) of the grievance referral. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation. The grievant shall have the right to be present at the mediation conference.

c) 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.

d) The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his or her decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision interpreting and applying the provisions of the collective bargaining agreement. If the grievance

referred to the mediator does not involve the interpretation or application of the collective bargaining agreement or does not arise out of other circumstances and conditions of employment, the mediator shall so advise the parties and terminate the mediation proceedings.

e) 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.

f) 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.

g) The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.

Step 4:

The Union may appeal the grievance to binding arbitration within ten (10) working days after the Manager of Labor Relations answer in Step 3. The parties shall select an arbitrator from a mutually agreed to list of arbitrators. If unable to agree to a list of arbitrators, the parties shall request the American Arbitration Association or Federal Mediation and Conciliation Service to supply a list of Arbitrators. Either party may reject one (1) entire panel. The parties shall alternately strike the names with the Union having the first strike. Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

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. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute.

The Arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The Arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless

the parties agree to a written extension thereof. The decision shall be based solely upon the Arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Nothing in the foregoing shall preclude the City and the Union from mutually agreeing to an expedited arbitration process.

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

Section 2. Time Limits

No grievance shall be processed unless it is submitted within ten (10) working days after either the Union or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed written extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at that Step and the Union or employee may immediately appeal the grievance to the next Step. The time limits in each Step for any grievance may be extended by written agreement of the Employer and the employee or Union representative involved in each Step.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, may be filed by mutual agreement at the appropriate advanced step where the action giving rise to the grievance was initiated.

Section 3. Election of Remedies

The members of this unit covered by this Agreement are classified employees for the purpose of Civil Service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, the grievance procedure shall no longer apply to the subject matter

raised and be suspended, and the grievance dismissed. When a member so elects to utilize Civil Service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter which may initially be eligible to be a subject of a grievance. If a member initially elects to utilize Civil Service procedures and subsequently decides to avail himself to the grievance procedure hereunder, such member must effectively secure a termination of Civil Service procedures and also file a grievance in the time frame provided in this Agreement for the filing of grievances.

Section 4. Stewards

The Union shall have the right to designate bargaining unit employees as its stewards to participate in the Grievance Procedures to the extent set forth in this Article. The individual so designated and the grievant shall be paid for all time spent reasonable and necessary investigating and processing grievances and attending such meetings with the Employer as set forth in this Article with the prior notification and approval of the immediate non-bargaining unit supervisor if such meetings are held during the employee's regular working hours. Such approval shall not be denied except for a bona fide operational need by the employer taking into consideration the Department's staffing levels. 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.

ARTICLE XI **DISCIPLINE**

Section 1. Discipline

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

- Oral reprimand (notice to be given in writing);
- Written reprimand (notice to be given in writing);
- 1 Day Suspension (Notice to be given in writing);
- 5 Day Suspension (Notice to be given in writing);
- 10 Day Suspension (Notice to be given in writing);
- 30 Day Suspension (Notice to be given in writing);
- Discharge (notice to be given in writing).

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. Disciplinary action may be imposed upon a certified employee for just cause.

Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done whenever possible in a manner that will not embarrass the employee before other employees or the public. Management shall not publicly notice any other employees of disciplinary action taken against an employee.

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 of the meeting and shall provide the steward with the alleged infraction at least forty-eight (48) hours in advance (excluding weekends and Holidays). 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, if so requested by the employee, and the employee and Union representative shall be given an opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested.

Section 4. Demotion

Demotions shall not be used as a disciplinary measure; however, the parties recognize that circumstances may exist where the Employee is dissatisfied with the job or is unable to meet the requirements of the position, and in such cases, demotion shall be appropriate.

Section 5. Union Representatives

An employee, will have a right to Union representation before discipline is imposed or any other instance where granted by law..

Section 6. Removal of Discipline

Any oral or written reprimand shall be removed from an employee's record if from the date of the last discipline one (1) year passes without the employee receiving an additional discipline for such an offense. Any suspension shall be removed from an employee's record, if from the date of the last disciplinary action; two (2) years pass without the employee receiving any additional discipline. Any suspension resulting from a positive drug and/or alcohol test shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action two (2) years pass without the employee receiving any additional discipline. Any discipline that has been in an employee's file for a period of time exceeding the above criteria shall not be used against the employee whether it has been removed from the file or not.

Section 7. Polygraph

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for the refusal to take such, unless such examination is required by law.

ARTICLE XII LABOR-MANAGEMENT MEETINGS

Labor-Management meetings for the City of Springfield will be conducted once every month (if requested). Union and Management will submit agenda items to the designated representative ten (10) days prior to the scheduled Labor-Management meeting.

There shall be no maximum number of participants for the Union subject to operational need of the employer.. Labor and Management may request additional participants to clarify the issues under discussion.

ARTICLE XIII HOURS OF WORK AND OVERTIME

Section 1. Application

This Article is intended to define the normal hours of work per day or per week and shall not be construed as a guarantee of hours of work per day or per week or a guarantee of days of work per week.

Section 2. Workday

Employees shall work their regularly scheduled seven and one-half (7.5) or eight (8) hour workday for a regular workweek of thirty-seven and one half (37.5) or forty (40) hours, or workdays and workweeks shall be in accordance with current practice.

An employee whose normal workday extends from one calendar day to another shall be considered as working on the calendar day on which he started to work.

Section 3. Meal and Rest Periods

Employees shall be granted a meal period according to current practice. Whenever possible, the meal period shall be at approximately the middle of each shift. Unless specifically authorized by the non-bargaining unit supervisor, employees shall not work through their lunch break.

Employees shall be granted a fifteen (15) minute rest period during each one-half shift. The rest period shall be granted at the preference of the employee. If more than

one employee has a similar preference and an operational need would limit the number of employees who could take a rest period at that time, seniority shall determine who gets their first preference. Employees who smoke may exercise the option of dividing the rest periods in half.

Section 4. Work Shifts and Schedules

The parties shall reduce to writing what current scheduling practices prevail with respect to the length of the normal work week, starting and quitting times, days off, shifts or the rotation thereof, including Employer or employee requested temporary changes for training or seasonal reasons as indicated in Appendix B. Thereafter, where changes in schedules affecting bargaining unit employees are warranted by programmatic or operational need, the Employer shall notify the Union and, upon timely request, negotiate with it concerning such changes. If an agreement cannot be reached, the matter shall be settled via arbitration. Changes in work schedules and shifts for reasons other than operational needs may be made only through mutual agreement. Work schedules shall not be changed solely to avoid payment of overtime.

All non-probationary employees shall be allowed to exercise their seniority, within their worksite, to change or retain shift assignments on December 1 of each year. An employee who is bumped shall subsequently be allowed to exercise his/her right to retain his/her shift assignment by bumping as well. Assignment pursuant to shift bidding will take effect on January 1. Employees may exercise shift bidding rights only within their current job classification series. The successful bidder must be able to perform the job with a minimum of training. Nothing contained herein shall preclude the Employer from changing or modifying shifts or schedules based on operational needs. Except in emergency situations, the Union and affected employees shall be notified in writing of the operational need fourteen (14) days prior to a change in work schedules or shifts.

A special shift bid may take place when an employee vacates their position prior to the annual shift bid date of December 1.

Employees may exchange shifts for their own convenience or the convenience of another employee covered by this Agreement), provided such exchange does not create overtime. It is understood that employees exchanging shifts accept the responsibility to work any overtime that may come with that shift in accordance with the overtime rotation schedule.

Employees may flex their work schedule for educational or other purposes with the prior approval of the employee's non-bargaining unit supervisor. This change of work hours will not constitute overtime on a daily basis even if the employee works more than seven and one-half (7.5) or eight (8) hours in a day. For schedule flexes with a duration of thirty (30) calendar days or more, the Union shall be notified by the Employer, in writing of the reason(s) for the change and the duration of such change. The Employer may not arbitrarily or capriciously deny an employee requesting a flex schedule.

Section 5. Shift Differential

Full-time employees whose regular work shift begins at noon or later, through 2:59 p.m., shall receive a shift differential of twenty cents (.20) per hour for all hours worked. Full-time employees whose regular work hours are between 3:00 p.m. and 7:00 a.m. shall receive a shift differential of fifty cents (.50) per hour for all hours worked.

The shift differential shall only be paid for time actually worked, and shall not be applied to any paid time off.

Section 6. Overtime

The City reserves the right to require any employee to work additional hours when necessary. An employee may not work overtime at his own discretion. Overtime must be authorized by the non-bargaining unit supervisor, department head or Appointing Authority. No employee shall be required to clock out and return to work on overtime within a four (4) hour period.

For the purpose of overtime calculations, sick leave and unpaid leaves of absence provided for in Article XX shall not be considered time worked.

Section 7. Sunday Work

Employees called in to work on a Sunday, except part-time employees, shall receive double time for work on Sunday or the employee's second regularly scheduled day off. Employees who are regularly scheduled to work Sundays shall be compensated at the straight time rate. The work schedule currently in effect for full time Library employees involves intermittent work on Sundays and shall, therefore, be compensated at the time and one-half rate.

Section 8. Working on a Holiday

An Employee required to work and who in fact works on a holiday, as provided for in Article XXI, shall receive, in addition to his regular pay for the holiday, pay at the rate of double time for each hour worked either in cash or compensatory time at the employee's option.

Section 9. Call Back Pay

Employees who are called back to work by the Employer after they have completed their regular shift shall receive a minimum of two (2) hours pay at the applicable rate. The two (2) hour minimum shall not apply to holdover overtime. Call Back Pay shall apply anytime an employee is called into work during off duty hours without prior scheduling.

If the overtime assignment is completed in less than two (2) hours, the Employer will not require the employee to work the entire two (2) hours by assigning extra non-essential work. However, if a second emergency occurs while the employee is on a call-back, the Employee will address the second emergency and this will not be considered a second call back.

Section 10. Stand-by

Stand-by compensation shall be paid in accordance with the Fair Labor Standards Act with a two (2) hour minimum.

Section 11. Overtime Distribution

Overtime shall be distributed as equally as possible among those qualified employees who normally perform the work. Employees shall provide the Employer with one (1) telephone number to be used for purposes of offering the opportunity to work overtime. Overtime shall be offered on a rotating basis in accordance with seniority, beginning with the most senior employee who was not offered overtime the last time overtime was offered. If all employees available to work the overtime opportunity decline, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself. Overtime offered but refused shall be recorded as overtime worked in regards to eligibility for future overtime assignments.

When a new employee enters the unit, he/she shall sit out one full rotation of the distribution of overtime by seniority.

A current overtime roster will be posted on appropriate Union bulletin boards as provided for in Appendix B of the Collective Bargaining Agreement. Such roster shall indicate overtime worked, declined and mandated.

An employee who does not want to be offered overtime opportunities shall sign and date a prepared statement for the Employer asking to be by-passed for overtime opportunities. Such employees shall still be subject to mandated overtime. If the employee changes his/her mind at a later date, a signed and dated statement must be given to the Employer asking to be reinstated in the overtime rotation. Employees placed back into rotation shall sit out one full rotation of the distribution of overtime by seniority.

Section 12. Overtime Compensation

Employees who are regularly scheduled to work seven and one-half (7.5) or eight (8) hours in a day, or thirty-seven and one-half hours (37.5) or forty (40) hours per week shall receive compensation at the time and one-half rate for all hours worked in excess of those limits. Except for those employees funded by grants, such compensation shall

be in cash or compensatory time at the discretion of the employee. An employee must elect whether overtime worked in a pay period shall be all converted to compensatory time or the overtime worked in a pay period shall all be paid in cash. Notwithstanding the above language, the practice of payment of overtime for Library employees for work on Sundays shall remain at the time and one-half rate.

Compensatory time may be accumulated up to a maximum of one-hundred and twenty (120) hours.

Section 13. Scheduling of Compensatory Time

Compensatory time may be taken with twenty-four (24) hours notice and with approval of the employee's non-bargaining unit supervisor subject to the operational needs of the Employer. The advanced notice and approval requirement may be waived by the Supervisor. The notice will be waived in the Commercial office if staffing percentages allow the absence. Compensatory time may be used in one-half (1/2) hour increments. Requests to use compensatory time shall not be unreasonably denied.

Section 14. Payroll Period

Effective July, 1994, all members of the bargaining unit shall have bi-weekly payroll periods which commence on a Sunday and conclude on a Saturday. Paychecks will be issued on the Friday following the completion of each two week period. If the pay day falls on a holiday, the paychecks will be issued on the preceding workday. Effective upon ratification and signature of this 2015 contract, employees' paychecks shall be issued through direct deposit to an institution of the employees' choosing. Within thirty (30) days of ratification all employees pay checks shall be issued via direct deposit. For those employee who are unable to open a bank account, they shall be guaranteed an account with the City Credit Union and the employee's paycheck shall be issued through direct deposit to the City Credit Union bank account.

Section 15. No Pyramiding

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

ARTICLE XIV SENIORITY

Section 1. Definition

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous regular service since the employee's last date of hire but in no event includes any service as a temporary employee. Seniority for anyone who accepts a position recognized in Article III after December 10, 1993, shall be defined as the length of continuous service in the bargaining unit.

Section 2. Breaks in Continuous Service

An employee's continuous service record shall be broken by resignation, discharge for just cause, retirement, death, and layoffs in excess of thirty six (36) months. An employee's continuous service record shall be adjusted for suspensions or unpaid leaves of absences of 30 days or more.

Section 3. Determination of Seniority for Same Day Hires

When two (2) or more employees have the same seniority date, the order of their seniority on that date will be determined by a lottery. When the lottery takes place, a union representative shall be present.

Section 4. Seniority List

The employer agrees to provide a designated union official seniority lists quarterly. The employer also agrees that these quarterly lists shall be posted on the appropriate bulletin boards quarterly. (These bulletin boards will be from a mutually agreed upon list.)

Any dispute over the seniority standing of any employee on the seniority list shall be submitted to Step two (2) of the grievance procedure. After the posting of a seniority list and if the list is not questioned within thirty (30) days, such list shall be deemed to be correct for that period of the posting and upon written request a copy of said list shall be sent to the Union.

ARTICLE XV

PROBATION AND PROBATIONARY PERIODS

Section 1. Probationary Period

All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period of seven (7) months from the last date of hire.

Section 2. Breaks in Service

The probationary period required above represents a total cumulative service time. However, should any such leave of absence or break in service be greater than two (2) months, by mutual agreement, the probationary period may be restarted at the time the employee returns to work. In lieu of termination, the parties may agree to extend the probationary period for a maximum of three (3) (months) and the Union shall be notified of the extension.

Section 3. Initial Probationary Period

During the initial probationary period, the probationary employee may be disciplined, discharged, demoted, laid off, or otherwise dismissed at the sole discretion of the Employer and neither the reason for nor the disciplinary action may be the subject of a grievance.

Section 4. Seniority

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 5. Probationary Promotions

Probationary employees shall not be eligible to use their seniority for promotion during their probationary period. Employees promoted during their probationary period shall be paid probationary rate of pay for the new title for the remainder of the original probationary period.

ARTICLE XVI VACANCIES

Section 1. Posting

Whenever a job vacancy occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days, and sent to the union via email. The notice shall include the posting date, position classification, number of positions to be filled, work location, rate of pay, the work day schedule, hours of work and whether or not the position is in the bargaining unit.

A vacancy occurs when the Employer determines to increase the work force, fill a classification, or replace an incumbent. During this period, employees who wish to apply for the vacant job, including employees on layoff, shall submit the application in writing or email to the Office of Human Resources.

Section 2. Selection

Vacancies shall be filled based upon an individual's qualifications, experience, knowledge, skills, and ability to perform the work in question. All employees in positions recognized in Article III shall receive equal consideration for vacancies in the bargaining unit. Qualified bargaining unit members shall be interviewed and deemed unqualified for the position in question before outside applicants are interviewed by the City prior to interviewing applicants outside of the bargaining unit.

Where qualifications to perform the required work are relatively equal, the Employer shall fill the vacancy by the employee with the greater seniority in the bargaining unit. However, current employees with less seniority who possess greater knowledge, skill and ability may be considered over a more senior employee. In the event no City employees bid or are qualified to perform the work in question, the Employer may select an external applicant. The City will provide written notification to the applicant and the Union if the employee has not met the minimum qualifications for the position. The City will provide the Union with the name of the successful bidder and the names and seniority dates of the bidders following the filling of a vacancy.

For any posted position not filled within forty-five (45) days after the expiration of the posting period, upon request by the Union to the Office of Human Resources, the Union shall be provided with the reason a selection has not been made.

Section 3. Promotion Probationary Period

There shall be a four (4) month probationary period in a promotion. If the employee has been promoted prior to the completion of the initial seven (7) month probationary period, the two (2) probationary periods shall run concurrently. If during this probationary period the employee is unable to perform as determined by the Employer or employee, he may be returned to his same position, seniority permitting. If the employee does not have the seniority to return to his same position, the layoff provisions in Article XVII shall apply.

ARTICLE XVII LAYOFF AND RECALL

The Employer may layoff any employee, whenever such action is made necessary by reason of a 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.

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 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 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 classification series in the same bargaining unit.

Any employee being laid off shall be notified in writing as soon as practical but no later than thirty (30) 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 and sick leave during the period of layoff. However, there shall be no loss of accumulated sick leave due to layoff, except that when an employee is continuously laid off for a period of thirty-six (36) months, accumulated sick leave shall be lost. Accumulated vacation shall be paid on the next payroll following the laid off individual's last day of work.

Section 2. Definition of Term

For purpose of this Article only, the definition of Office shall encompass the bargaining unit.

Section 3. Grant Funded Employees

Effective 4/20/04, any bargaining unit employee who is paid through a grant shall be treated as all other bargaining unit employees in regards to Article XVII, Layoff and Recall, for as long as they are working under their current grant. As grants expire, grant funded employees may exercise the following options subject to the employee being qualified for the position:

1. to fill a vacancy in the same classification within the same office;
2. to displace the least senior employee with the same classification in the same office;
3. to fill a vacancy in a classification having a lower rate of pay within the same office;
4. to displace the least senior employee in a lower level classification series in the same office;
5. to remain in the grant funded position, if it is to be renewed or extended and give up any future ability to exercise any of the options contained in this Article.

Employees who elect to remain in grant funded positions after the expiration date and employees who bid into or are hired into grant funded positions after the ratification of this Agreement shall not be entitled to exercise any options under Article XVII.

Section 4. Recall

The names of employees laid off shall be placed on a recall list for a period of thirty-six (36) months.

Recall within an Office shall be according to the employee's job classification in the inverse order of their layoff, provided they are presently qualified to perform the work.

Employees who are eligible for recall shall be sent a Notice of Recall to the employee's last reported address, certified mail, return receipt requested. The employee shall notify the Employer of his intention to return within five (5) working days after receipt of a Notice of Recall.

The Office of Human Resources shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Office of Human Resources with his latest mailing address.

An employee on a recall list who is subsequently offered a recall to a specific lower title and declines to be recalled to that title, shall be removed from the recall list for that particular title. However, that person would remain on the recall list for other titles. An employee who accepts a recall into a lower position will remain on the recall list and shall remain eligible for recall into the position from which he/she was originally laid-off.

ARTICLE XVIII PERSONNEL FILES

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

- (a) Such inspection shall occur no later than seven (7) days following receipt of the request;
- (b) If circumstances prohibit compliance within this time period, the Employer may request a seven (7) day extension;
- (c) Such inspection may occur during employee's working hours upon reasonable written request and supervisory approval subject to operational needs;

- (d) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon reasonable payment for the cost of copying;
- (e) Upon written authorization by the requesting employee in cases where such employee has a written grievance pending and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (f) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists until such portion is permanently removed from such file;
- (g) Pre-employment information shall not be subject to inspection or copying.

ARTICLE XIX

PERFORMANCE EVALUATIONS

An employee's performance evaluation shall be completed by their supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The supervisor shall take into consideration varying workload characteristics during the evaluation process.

An employee's performance evaluation shall be reviewed and discussed with the employee and the employee shall be permitted to respond in writing to their evaluation. Any response shall be attached to the evaluation.

An employee's signature shall signify only that he has been given his performance evaluation; the employee's performance evaluation may not be altered subsequently without the employee's review.

ARTICLE XX

LEAVES OF ABSENCE

Section 1. General Leave

The Employer may grant employees a leave of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for the following purposes: attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City, or urgent personal business requiring the employee's attention for an extended period such as settling estates and liquidating a business. Such leave

may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

A general leave of absence for the purpose of pursuing an academic program of study may be granted by the Employer for a period of time that corresponds to a quarter or semester, whichever is appropriate. Such leaves, upon written request, may be extended for an additional semester or two (2) additional quarters. Such leaves shall not be unreasonably denied.

An employee may use accumulated vacation, personal days or compensatory time before being placed on an unpaid general leave.

Section 2. Military Leave

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

Any full-time employee who is a member of a reserve or guard unit that is mobilized to active military duty, as a result of an order of the President of the United States, shall continue to receive his/her regular compensation as a City employee, including health insurance and other benefits, minus the amount of base pay for military duty. In the event that 20% or more of the employees of the City of Springfield are mobilized to active duty, the provisions of this paragraph shall not apply.

Section 3. Family Medical Leave

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a 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 4. Medical Leave

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

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

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

Such leave will ordinarily not be granted for periods in excess of three (3) months but may be extended upon the written request of the employee for additional periods of up to three (3) months each, at the Employer's discretion. Such leave will not be arbitrarily or capriciously denied. However, nothing herein prevents the employer from filling the position after the initial 12 week FMLA leave of absence. Should the position be filled when the employee returns from medical leave, Article XX, Section 14 shall apply.

Section 5. Bereavement Leave

In the event of a death in the immediate family of an employee (defined as spouse or a domestic partner (Interpersonal relationship of two individuals for more than two years who live together and have common domestic life but who are not married), parents, children, including adopted and stepchildren, brother and sister, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law or legal guardian), the employee shall be granted up to three (3) consecutive work days leave of absence per occurrence without loss of pay to make necessary arrangements. In addition, up to two (2) sick days may be used to supplement a bereavement leave provided that any bereavement leave shall not exceed five (5) consecutive working days per occurrence. Upon return of bereavement leave, the employee shall produce documentation to satisfy bereavement leave of an immediate family member as defined above.

The use of such sick leave in conjunction with bereavement leave shall not be taken into consideration for purposes of determining the number of sick days used per year or eligibility for the sick leave bonus. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

Section 6. Jury Duty

An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment the employee must submit to the City a certificate of service duly signed by the court clerk. However, an employee may elect to fulfill such jury service on accrued compensatory time, vacation or personal leave and retain the full amount received for such jury service. Employees on the evening or night shift who are subpoenaed for jury duty may be reassigned to the day shift if there is sufficient staffing so that overtime is not created by the reassignment. If said reassignment is not possible, employees may voluntarily exchange shifts as long as such exchange does not produce overtime. An employee released from jury duty two

(2) or more hours from the end of his regularly scheduled shift shall return to work upon said release.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant or witness shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued compensatory time, vacation or personal leave.

Section 7. Sick Leave

Reliable attendance is essential to assure effective municipal operations. Unscheduled and unanticipated absence, whether by accident or design, creates an undue transfer of workload to other employees who are already carrying full workloads. Likewise, insufficient staffing that prevents dutiful employees from properly utilizing their earned benefit time is equally burdensome and places an undue transfer of workload to other employees.

(a) Positive steps will be taken by each department to correct attendance. (b) The Office of Human Resources shall provide guidelines by which an attendance monitoring and analysis program will be developed and administered that is in line with the terms agreed upon in this article. (c) Continual unsatisfactory attendance patterns will not be tolerated and appropriate action as outlined in this article will follow.

A regular employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay to the extent accrued below. An employee may also use accumulated sick leave for medical or dental appointments and absences due to illness or injury of the employee's immediate household or parents (including step parents and in-laws) if the illness is such that the presence of the employee is medically necessary. Employees may also utilize up to three (3) days of sick time in a calendar year for an adult child if medical documentation is provided certifying the illness as a serious health condition. The Employer agrees that on a case by case basis emotional distress may be considered a sickness or a disability and on a case by case basis, employees will be allowed to utilize sick leave with pay. The employer agrees to not arbitrarily or capriciously deny time off requests made by employees and will give due consideration to the responsibilities, needs, obligations, and desires of bargaining unit employees as well as the operational needs of the Employer prior to denying time off requests. Furthermore, sick leave will not be granted to an employee for the purpose of being compensated for employment elsewhere. Employees who engage in secondary employment during sick leave shall be subject to appropriate disciplinary action.

Employees shall start to accrue sick leave from their date of hire, at the rate of one (1) day for each completed month. There shall be no maximum on the amount of sick leave that may be accumulated. Employees shall be eligible to take sick leave after

six (3.5) months of continuous service. Newly hired employees, during their first six months of their probationary period shall be granted authorized dock time for illnesses

Sick leave may be taken in one-half (1/2) hour increments.

Employees shall not be penalized or called at home for the reasonable use of sick leave; however, it is the responsibility of each employee requesting sick leave to notify the Employer prior to the start of the shift unless circumstances prevent the employee from doing so.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless the nature of the illness precludes the need for such frequency. It is the employee's responsibility to speak directly with a supervisor or non-bargaining unit designee when notification of his/her absence is made. For employees whose starting time is earlier than that of the supervisor or non-bargaining unit designee or whose supervisor or non-bargaining unit designee is unavailable, the Employer will establish a voice-mail number or e-mail address by which the employee can make notification of his/her absence. Library employees shall continue to call their supervisor once and then the voice-mail or e-mail address.

An employee who is sick or disabled for three (3) consecutive workdays or more may be requested to secure and submit a physician's release certifying the nature of the illness and that he is fit to return to work before the employee will be permitted to return to work. Employees shall immediately return to work upon release by the attending physician. The Employer may also require, at its discretion and at its expense, that an employee be examined by a physician of the Employer's choice in conjunction with the above sick leave procedure.

Proof status

In the event the employer has reasonable suspicion and evidential support of sick leave time abuse, the employer may place an employee on proof status. This shall not be done maliciously or capriciously but fairly and with the intent to follow the tenants of progressive and corrective discipline. At the time an employee is placed on proof status, the Employer will submit to the employee, in writing, the reasons for placing the employee on proof status. The amount of usage of sick time alone shall not be the basis for placing an employee on proof status. Some examples of sick leave abuse include:

- 1.a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
- 2.a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
- 3.a pattern of undocumented sick leave usage.

4. repeated use of sick leave benefits as they are earned and consistently exhausted.

5. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

6. use of more sick leave than accrued in any twelve (12) month period, without employer pre-approval or physician's statement.

Once an employee is placed on proof status, the employee must provide proper medical certification for the continued use of sick leave for a period not to exceed 90 days. If such certification is not provided within 10 business days of when the sick leave was used while on proof status, then the employer may begin the progressive disciplinary process as long as other mitigating factors did not preclude the employee from submitting such certification in a timely manner.

Proper medical certification must contain the following elements: a. Signature, address, and phone number of the medical practitioner (or authorized designee). b. The pertinent date(s) in question of the illness or injury. c. An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness. d. The original medical statement must be submitted; if the employee needs a copy management will provide. Notwithstanding the above, the Employer may accept an electronically generated statement with an electronic signature or a facsimile with cover page, as long as the necessary information is provided as set forth in (a), (b), (c) and (d). An employee, not on proof status, who utilizes sick leave may, at the employee's discretion provide medical certification for any such absence and have such certification included in his/her supervisor's file. Absences for which medical certification has been provided shall not be a consideration in the determination of whether or not to place an employee on proof status.

An employee who does not use more than one (1) sick day during a calendar year shall receive two (2) personal bonus days. Said personal bonus days shall be awarded at the beginning of the next calendar year and must be used by the end of that calendar year. The above benefits shall not be available to employees who quit or who are discharged. Effective January 1, 2012, sick days used under FMLA shall be counted against an employee for determining his/her eligibility for personal bonus days.

An employee on an unpaid leave of absence, layoff or disciplinary suspension of thirty (30) days or more shall not earn sick leave for the period of absence.

After accumulating thirty-two (32) days of sick leave, employees may exchange sick leave days for vacation days at a rate of two (2) sick leave days for one (1) vacation day. Each vacation day so earned must be used as a vacation day within the year of

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

Any bargaining unit employee shall be paid upon retirement or death five-twelfths (5/12ths) his straight time hourly rate for all sick leave accumulated up to ninety (90) days and be paid his straight time rate for all sick leave accumulated over ninety (90) days and earned prior to November 1, 1988. For all sick leave accumulated thereafter, the employee shall be paid one-half (1/2) the straight time hourly rate upon retirement or, in the event of death, to his estate. Employees shall be compensated upon retirement or death according to these formulas for a maximum of two hundred forty (240) days. The practice for sick time accrual and usage shall be first in, first out. Employees hired on or after January 5, 2016 shall no longer be eligible for this benefit.

Section 8. Benefit Time Donation

Employees shall be allowed to donate vacation and/or sick time to co-workers, within their respective City Fund, who are suffering from documented serious health issues. The employee receiving such donation must have no benefit time of their own available.

Employees donating sick time must have a minimum of 31 days of sick time available as of the close of business on the day such days are donated. Employees may donate an unlimited amount of sick days but must maintain at least 30 sick days.

Employees donating vacation days must have a minimum of 6 vacation days as of the close of business on the day such days are donated. Employees may donate an unlimited amount of vacation days but must maintain at least 5 vacation days.

Donated days shall only be used as sick days.

Employees receiving days shall be paid at their current rate of pay.

Employees wishing to donate days must complete a time off sheet and designate the days as a donation.

Donated days will not be considered in determining an employee's eligibility for the bonus days as provided in the contract.

Donated days not used by the donee shall be credited back to the donor in the inverse order in which they were donated.

Prior to accepting any donated days, the Union and the Human Resources Department shall first be notified.

The parties agree that in the event a city-wide sick leave bank is established, the above provisions will no longer apply and eligible employees will be given the opportunity to voluntarily participate in said sick leave bank.

Section 9. 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, provided that the first three (3) days of such disability shall be at full salary. 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 Worker's Compensation Commission. The employee will receive full time for the day of injury. Employees absent 30 working days or more shall not accrue benefit time unless specifically awarded pursuant to the Workers' Compensation Act, award or settlement.

Section 10. Personal Business Days

Regular employees who have completed twelve (12) months of service with the City shall be allowed three (3) personal days with pay each calendar year. Such personal business days may be used for any personal reason of the employee. Personal days may be taken in whole day, half day or one half (1/2) hour increments.

A personal day off must be scheduled twenty-four (24) hours in advance of the employees starting time, except in emergency situations or when an employee is requesting the use of one-half (1/2) day for the second half of his/her work day, with the immediate non-bargaining unit supervisor or his designee. Personal days shall be granted with particular regard to operational requirements, but shall not be arbitrarily or capriciously denied. The advanced notice and approval requirement may be waived by the Supervisor. The notice will be waived in the Commercial office if staffing percentages allow the absence.

Personal days may not be accumulated nor carried over from one calendar year to another. No employee shall be eligible for payment for unused personal business days.

Section 11. Time Off Request Forms

Employees must submit completed "Time Off Request" forms to their immediate non-bargaining unit supervisor within the time periods specified in this Article, except in verified emergency situations, in order to be eligible for any leave of absence provided for in this Agreement. Time Off Request Forms shall be completed and returned to the employee by close of business of submission for time off requiring twenty-four (24) hour advanced notice. If the time off request is for the same day, the supervisor will respond as soon as practicable the same day the request is made.

Section 12. Failure to Return

In the absence of a reasonable excuse and notice to the Employer, an employee who fails to return to work at the time specified in the application for leave shall be subject to disciplinary action, up to and including discharge.

Section 13. Part-Time Employees

Regular part-time employees, upon completion of six (6) months service, shall be eligible for paid leaves of absence on a pro-rated basis according to the formula in Appendix A.

Section 14. Employee Rights After Leave

A) When an employee returns from a leave of six (6) months or less, the Employer shall return the employee to the same position in the same classification in which the employee was incumbent prior to the leave, seniority permitting. If the employee does not have the seniority, the layoff provisions shall apply.

B) If the employee returns to work after a leave exceeding six (6) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in Article XVII, Layoff and Recall.

Section 15. Tuition Reimbursement

The Employer agrees to pay tuition reimbursement in accordance with current practice.

ARTICLE XXI HOLIDAYS

Section 1. Holidays

All employees shall have time off with pay on the following holidays or the day designated as such by the Employer:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Lincoln's Birthday	Juneteenth on June 19
Good Friday	Thanksgiving Day
Memorial Day	Friday Following
Independence Day	Thanksgiving
	Day Before or After
	Christmas
	Christmas Day

Section 2. Part-time Employees

When a holiday is observed on a part-time employee's regularly scheduled workday, that employee will be compensated on a pro-rated basis in accordance with the formula in Appendix A. Part-time employees must have completed six (6) months of service to be eligible for this benefit.

Section 3. Work on a Holiday

An employee required to work and who in fact works on a holiday shall receive, in addition to his regular pay for the holiday, pay at the rate of double time for each hour worked either in cash or compensatory time at the employee's option.

Section 4. Holiday on a Normal Day Off

An eligible employee who does not work on a holiday because it is a normal day off shall receive another day off as per current practice.

Section 5. Eligibility

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

Section 6. Holiday During Vacation

If a holiday falls within an employee's regularly scheduled vacation period, the employee shall not be charged a vacation day for the holiday.

Section 7. Holiday Observance

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 8.

The Library will be closed on the Sunday before Memorial Day, Labor Day and Christmas, such days shall not be considered holidays.

ARTICLE XXII **VACATIONS**

Section 1. Accrual

Hours of vacation accrual per month based on length of continuous service with the City shall be in accordance with the following schedule:

<u>Length of Service</u>		<u>Hours of</u> <u>Accrual/Month</u>		<u>Days</u> <u>Earned</u>
<u>At the</u>	<u>Through the</u>	<u>7.5 Hour</u>	<u>8 Hour</u>	
<u>Beginning of:</u>	<u>Completion of:</u>	<u>Day</u>	<u>Day</u>	<u>Per Year</u>
1 month	5 years	6.250	6.6666	10
6 years	9 years	9.375	10.0000	15
10 years	11 years	10.000	10.6666	16
12 years	13 years	10.625	11.3333	17
14 years	15 years	11.250	12.0000	18
16 years	17 years	11.875	12.6666	19
18 years	19 years	12.500	13.3333	20
20 years	21 years	13.125	14.0000	21
22 years	23 years	13.750	14.6666	22
24 years	25 years	14.375	15.3333	23
26 years	29 years	15.000	16.0000	24
30 years		15.625	16.6666	25

Regular part-time employees, upon completion of six (6) months service, shall earn vacation time on a pro-rated basis according to the formula in Appendix A.

An employee on an unpaid leave of absence or a disciplinary suspension of thirty (30) days or more shall not earn vacation for the period of absence.

Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be measured from the initial employment date.

Section 2. Use

No vacation leave may be taken until six (6) months of continuous service has been completed.

For purpose of this Section, the vacation year shall begin on January 1 and end on December 31. Employees shall designate vacation preference for the vacation year between November 1 and January 1. Vacation dates shall be granted based on seniority within the unit and the Employer shall respond in writing to vacation requests submitted, no later than January 31 of each year.

Vacation dates chosen by the employee after January 1 shall be on a first come, first served basis. However, because of the nature of the work and the requirement that the orderly performance and continuity of municipal services be maintained, it may be necessary to limit the number or prohibit employees from taking vacation during a particular period or at the same time. The employer shall respond in writing to vacation requests submitted between January 1 and October 31 within five (5) work days.

Vacation may be taken in thirty (30) minute increments at any time after it is earned with forty-eight (48) hours notice only with the prior approval of the Employer subject to operational requirements. Employees shall be able to use vacation time in a verified emergency situation with prior approval of the non-bargaining unit supervisor. In no event will vacation leave in excess of two (2) days be granted with less than five (5) working days notice to the Employer, unless otherwise approved by the Employer. For purposes of this Article such approval shall not be unreasonably withheld. The employer agrees to not arbitrarily or capriciously deny time off requests made by employees and will give due consideration to the responsibilities, needs, obligations, and desires of bargaining unit employees as well as the operational needs of the Employer prior to denying time off requests. The advanced notice and approval requirement may be waived by the Supervisor. The notice will be waived in the Commercial office if staffing percentages allow the absence.

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 3. Vacation Buy Back

Any employee, who puts in three separate requests for vacation at the employee's preferred time and subsequently gets all three requests denied due to operational need, may elect to sell back such requested vacation days. In order to be considered as a denial under this section, the vacation request shall be for at least five (5) consecutive working days not including regularly scheduled days off. Such requests

must be made at least five (5) working days in advance of the beginning of the requested vacation period.

For purposes of this section only, requests for vacation time during blackout periods in the month of May at Oak Ridge Cemetery and during the Illinois State Fair at the Springfield Public Health Department shall not count as a denial.

Employees shall submit a written notice of intent to the Employer stating the number of days they wish to sell back. Such days shall be payable during the subsequent pay period following the date the intent notice was given. The amount paid shall be based on the employee's current rate of pay.

ARTICLE XXIII

TEMPORARY ASSIGNMENT

Section 1.

The Employer may, within the provisions of this Article, temporarily assign an employee to perform the duties of another classification. The Employer will first assign temporary assignment to the employees in the next lower classification by seniority in the series in which the temporary assignment occurs and then will equitably distribute such assignments among those employees who are qualified to perform the work, on a rotating basis giving due consideration to seniority. To be eligible for temporary assignment pay, the employee must be directed to perform duties or the duty which distinguish the classification and/or be held accountable for the responsibility of a different classification. Foreseen temporary assignment opportunities shall be posted internally and awarded to the most senior employee in the next lower classification. Employees who do not wish to be temporarily assigned to the duties of a higher classification may waive their right at the beginning of each calendar year. Such employees may cancel the waiver in writing, which shall be effective following one full rotation of the seniority list.

Section 2.

An employee temporarily assigned to perform the duties of a classification at an equal or lower pay grade/range than his regular classification shall be paid his regular pay grade/range than his regular classification shall be paid his regular pay rate. An employee temporarily assigned to perform the duties of a classification having a higher pay grade/range for one-half (1/2) working day or more, he/she shall receive the established base rate of the pay grade/range for the higher classification or thirty cents (\$.30) per hour, whichever is greater.

The Employer shall not rotate or reassign other employees to any specific temporary assignment in order to circumvent the payment provisions of this Agreement.

Section 3. Time Limits

The duration of a temporary assignment shall not exceed three (3) months unless mutually agreed to by the parties. However, if a temporary assignment lasts longer than three (3) months, upon request, the Union shall be provided with information explaining the need to continue the temporary assignment and how much longer the temporary assignment will continue.

Once temporarily assigned, employees shall be considered at that new title until directed to return to normal duties.

ARTICLE XXIV ABSENCES AND TARDINESS

Section 1. General Provisions

It is understood that excessive absenteeism, excessive tardiness or the abuse of sick leave (improper or excessive use) constitutes just cause for discipline up to and including discharge. However, the Employer will not discipline an employee for a reasonable use of sick days.

Section 2. Absence/Tardiness

An employee who cannot report for duty at the scheduled time shall report the reason therefore to the immediate non-bargaining unit supervisor or his designee prior to the date of absence when possible, but in no case later than prior to the start of the shift, unless circumstances prevent the employee from doing so. All unauthorized and unreported absences or repeated or excessive tardiness shall be considered as without leave and a deduction of pay shall be made. An unreported leave of one (1) day or more shall be considered grounds for disciplinary action. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

ARTICLE XXV SAFETY AND HEALTH

Section 1. General Statement

The Employer agrees to make reasonable provisions in accordance with applicable law for the safe and healthful workplace for all employees and to correct all known hazards.

Section 2. Tools & Equipment

The Employer agrees to provide and maintain tools and equipment consistent with current practice. Employees are responsible for reporting any unsafe condition and for properly using and caring for any tools and equipment furnished by the Employer.

Section 3. Clothing

Wearing apparel required by the Employer shall be provided consistent with current practice.

Section 4. Inclement Weather Gear

The Employer agrees to provide inclement weather gear consistent with current practice.

Section 5. Toxic Substances

The Employer agrees to comply with the Right to Know Law regarding toxic substances.

Section 6. Safety Incentive

Effective December 1, 2015, employees in the following titles, Custodians, Facility Maintenance Workers, Oakridge employees, Traffic Warden, and Security Officer covered under this agreement who work safely in accordance with all safety rules, and have no lost time accidents or OSHA recordable injury in a year, shall receive a safety incentive on December 1, 2016. Should all members achieve the safety incentive, then those who achieved the safety incentive shall receive the additional group incentive amount as stated below. The incentive shall be administered annually as follows:

<u>Years</u>	Individual	<u>Group</u>
1-5	\$200	\$150
6-10	\$250	\$200
11-15	\$300	\$250
16-20	\$350	\$300
21-25	\$400	\$350
26-30	\$450	\$400
30+	\$500	\$450

Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a lost time accident or OSHA recordable injury will receive 50% of the initiatives. Years prior to 12/1/2015 do not count for purposes of determining the incentive.

ARTICLE XXVI

GENERAL PROVISIONS

Section 1. External Employment

Any person employed by the City may undertake employment outside of and in addition to his City employment providing the employee shall notify the appointing authority of the employer's name and nature of employment and provided that such external employment shall in no way present a conflict of interest or in any way compromise the employee's performance of service.

Section 2. Workshops

Any workshops, seminars, classes, etc. that are offered to City of Springfield employees shall be posted at a central place in each work location.

Section 3. Driver's License

All employees who are required to drive as a part of their job shall obtain and maintain an appropriate driver's license and insurance. Failure to inform the City of a suspended or revoked license, or to maintain an appropriate driver's license and insurance, may result in disciplinary action up to and including discharge. Employees, except employees serving an original probationary period, whose driver's license have been revoked or suspended shall be placed on layoff for a maximum of forty-five (45) days. If at any time during the forty-five (45) day layoff an employee obtains his driver's license, or permit, he will be returned to his former position.

Section 4. Commercial Driver's License Requirement

All employees required to obtain a Commercial Driver's License are subject to the following conditions:

- (a) License fee to be paid by the employee, the difference between the cost of a regular license and CDL shall be paid by the Employer.
- (b) The first written test shall be taken during working hours without loss of pay.
- (c) Road test to be taken on City time in a City owned vehicle.
- (d) Training to familiarize the employee with the new Commercial Driver's License requirement will be provided by the City.
- (e) Employees, except employees serving an original probationary period, who have failed the test and whose C license or temporary permit has expired will be temporarily reassigned at 10% less per hour for a maximum of ninety (90) days. No more than one (1) employee may be temporarily reassigned at any one time.

If during the ninety (90) day temporary reassignment the employee still has not received his Commercial Driver's License, they will be placed on layoff for a maximum

of sixty (60) days. If any time during the ninety (90) day reassignment or sixty (60) days layoff period an employee obtains his Commercial Driver's License, he will be returned to his former position and pay.

If an employee fails to obtain his Commercial Driver's License within the sixty (60) day layoff period he may be discharged.

Section 5. Dress Code

Employees are expected to wear reasonable attire. Employees should avoid wearing anything to the office that is worn, frayed, or a safety hazard. Basic elements for appropriate attire include clothing that is in neat and clean condition. Many clothes which are perfectly acceptable for sports, leisure, or evening attire may not be suitable for office attire. Employees should use common sense regarding work attire and refrain from wearing sloppy, distracting, or revealing clothing to the office. Clothing promoting products, advocating for religious or political beliefs are not appropriate.

The parties agree to establish a committee further to expand this dress code policy and address issues as they arise. The committee shall meet at least quarterly but may meet more frequently upon request by either party.

The committee shall consist of 2 union representatives, 2 management representatives, and at least one non-voting member from the human resources department.

If the committee cannot agree on an issue, then mediation services shall be sought to resolve the issue.

Employees not adhering to this dress code policy and any further committee attire guidelines as established may be subject to the disciplinary process. Any prior agreements and MOU's on this topic shall be superseded by this agreement.

Section 6. Temporary Employees

Nothing contained herein shall preclude the City from hiring temporary employees consistent with current practice. Such temporary employees shall not be entitled to any of the benefits outlined herein, except statutory benefits as provided by law. The City will not engage temporary employees in bargaining unit positions for more than 1,000 hours per calendar year.

Section 7. Records and Forms

- (a) The Employer shall maintain accurate, daily attendance records.
- (b) No employee shall be required to sign an undated form for resignation.
- (c) An employee shall be given a copy of any/all forms requiring a signature that may have an affect on his/her working conditions.

Section 8. Garnishments

Garnishments shall be made under the applicable laws and regulations.

Section 9. Printing of Agreement

The Employer shall have this agreement printed in booklet form, within sixty days of signing, at the Employers expense. All current covered employees, new hires and managerial personnel shall be provided such by the Employer. In addition, the Employer shall provide to the Union ten (10) extra copies.

The Employer agrees to print the wages in the contract by classification showing the probationary hourly rate and the base hourly rate for each classification.

The Employer and the Union agree to sit down immediately after ratification of the contract and verify the wages and contractual changes for printing of the Agreement.

Any dispute between the parties regarding correct wage rates will be handled through the grievance process.

ARTICLE XXVII SUBCONTRACTING AND SUCCESSORSHIP

Section 1.

The Employer shall not contract or subcontract any work normally or presently being performed by bargaining unit employees including any 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.

Section 2.

This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assigns by merger, consolidations or otherwise of either party.

ARTICLE XXVIII INCLEMENT WEATHER

Employees shall not be required to work outside in severe cold or hot weather, periods of rain, electrical storms, periods of heavy snowfall, except in emergency situations. It shall be considered severe cold weather if the temperature is fifteen degrees Fahrenheit (15) or below, according to the Weather Channel. The Superintendent in charge shall be the judge of work to be performed during bad weather

ARTICLE XXIX

WAGES

Effective August 1, 2021 the pay rates for all bargaining unit classifications and steps shall be increased by 2% and a one time payment of \$1500 lump sum.

Effective August 1, 2022 the pay rates for all bargaining unit classifications and steps shall be increased by 2% and a one time payment of \$250 lump sum.

Effective August 1, 2023 the pay rates for all bargaining unit classifications and steps shall be increased by 2%.

Effective January 1, 2024 the pay rates for all bargaining unit classifications and steps shall be increased by 2.5%

Effective January 5, 2016, newly hired employees into the titles of Cashier I, Cashier II, Account Clerk 1, Account Clerk 2, Messenger Clerk I, and Messenger Clerk 2 shall be at the negotiated rates as indicated in the wage Appendix.

Longevity:

10 years of service – Additional \$0.50 to base salary
15 years of service – Additional \$0.75 (\$1.25 additional to base salary)
20 years of service – Additional \$1.00 (\$2.25 additional to base salary)
25 years of service – Additional \$1.00 (\$3.25 additional to base salary) These changes shall go into effect on August 1, 2022.

Tier 2 adjustments

Account Clerk I – \$18.00
Account Clerk II - \$19.00
Cashier I - \$18.00
Cashier II - \$20.00
Messenger Clerk I - \$17.00
Messenger Clerk II - \$18.00
Facility Maintenance Worker I - \$18.00

Title Wage Adjustments

—Facility Maintenance Worker I – Semi- Automatic promotion to FMW II – 5 years.
Elimination of Semi-automatic promotion from FMW II to FMW III. Management must maintain at least 3 FMW III minimum.—Service Representative I – Semi-automatic promotion to Service Representative II after 5 years in title.

Hazard Pay – Oakridge Cemetery Employees:

Employees working in aerial bucket truck, trimming or sawing trees, for one hour or more per day shall receive .75 per hour additional "aerial truck pay" for the entire day. Employees will not receive aerial truck pay for non tree work such as accessing roofs, cleaning gutters, etc.

ARTICLE XXX **DRUG TESTING**

Effective 90 calendar days after the signing of the agreement, all employees in the bargaining unit are subject to drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any OSHA reportable event or any accident which results in a fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving traffic violation arising from an accident. In addition, employees in those classifications identified in Article III, Recognition are subject to periodic random drug and/or alcohol testing.

Any employee whose job does not require a commercial driver's license shall not be subject to testing of marijuana.

Section 1. Discipline

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

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

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

- (1) First Offense – The employee will be subject to a minimum 15-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
- (2) Second Offense – Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated. If an employee has previously tested positive for drugs and/or alcohol (.02 or greater), an alcohol concentration of .04 or greater shall be

considered a Second Offense under this section and the employee will be automatically terminated.

If a drug test result is positive:

- (1) First Offense – The employee will be subject to a minimum 30-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required, unless exigent circumstances can be demonstrated by the union or employee.
- (2) Second Offense – Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.

Section 2. Compliance with Testing Requirements

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

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

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

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

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

If the employee desires his or her split specimen to be tested by another certified lab, the employee shall tell the MRO within 72 hours of notice of the drug test results. The cost of the test will be incurred by the employee. If that second lab does not find any evidence of the drugs the first lab found or the split specimen cannot be tested, the MRO shall cancel the test results and the employee will not be subject to discipline. The MRO shall disclose the results of any split specimen test to the City.

Section 3. 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 Office (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.

ARTICLE XXXI RESIDENCY

Once City Council passes a residency ordinance, such ordinance shall apply for any employees hired after the effective date of the ordinance. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them.

In the event an employee improperly moves from the City of Springfield without proper notice to the employer, the employee shall be notified, in writing, of the improper move. The employee shall be given 30 days to rectify the error. If the employee has not rectified the issue after 30 days, then the employee shall be placed on an unpaid leave until the situation has been rectified.

If the employee has not rectified the issue by 60 days, then the tenants of progressive discipline shall commence per day that the issue is not rectified after the 60th day up to and including discharge.

Once, however, the employee has noticed the employer in writing that the situation has been rectified, the employee shall be immediately reinstated.

An employee who gives a binding, written notice to retire shall not be subject to the City residency requirements for the 12 month period immediately preceding the date of retirement.

ARTICLE XXXII
SAVINGS PROVISION – PARTIAL INVALIDITY

Section 1. Savings

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

Section 2. Partial Invalidity

If any provisions of this Agreement should be rendered or declared unlawful, unenforceable or not in accordance with applicable statutes or regulations by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree as soon as possible to negotiate alternative language to substitute for the invalidated provision.

ARTICLE XXXIII
ENTIRE AGREEMENT

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

Where past practices and policies conflict with the express terms of the contract, the contract shall prevail. In order to qualify as a bona fide past practice, such practice must be (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

ARTICLE XXXIV
TERMINATION

This Agreement shall be effective as of the 1st day of August 2020 and shall remain in full force and effect until the 31st day of July 2025. It shall be automatically renewed from year to year thereafter 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 date 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 be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than fifteen (15) work days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

*In witness whereof the parties hereto have set their hands this first day of
December, 2021.*



PRESIDENT, LOCAL NO. 3738



AFSCME COUNCIL 31



BARGAINING COMMITTEE MEMBER



BARGAINING COMMITTEE MEMBER



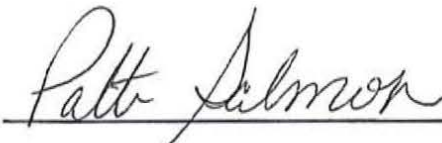
BARGAINING COMMITTEE MEMBER



MAYOR JAMES O. LANGFELDER
CITY OF SPRINGFIELD, ILLINOIS



Leslie Thomas



Pat Salmon

APPENDIX A
PART-TIME PRORATED BENEFITS FORMULA

Upon completion of six (6) months of service, regular part-time employees shall be eligible for holiday pay, vacation and paid leaves of absence on a prorated basis. For compensation purposes, the number of hours which constitutes a prorated workday for a part-time employee shall be determined according to the following formulas:

a) Less than one (1) year's service:

$$\frac{\text{Hours worked in thirteen} \\ \text{preceding payroll periods}}{1040} \times 8 = \text{Prorated Workday}$$

b) More than one year's service:

$$\frac{\text{Hours worked in} \\ \text{prior 12 months}}{2080} \times 8 = \text{Prorated Workday}$$

The results of the above calculations shall be rounded off to the nearest quarter hour.

APPENDIX B **OVERTIME ROSTER**

Overtime rosters shall be posted on Union Bulletin Boards in the following work locations:

Springfield Police Department:

Municipal Center East Basement
Academy

CWLP:

Municipal Center East 4th Floor
Municipal Center West Commercial Office
Dallman
Groth Street

Library:

3rd Floor

Oak Ridge Cemetery

APPENDIX C
Hours of Work by Agency – 3738

Mayor- 8:00 a.m. - 4:30 a.m.

Council - 8:00 a.m. - 4:30 a.m.

Clerk - 8:00 a.m. - 4:30 a.m.

Treasurer - 8:00 a.m. - 4:30 a.m.

HR - No Members

OBM - 8:00 a.m. - 4:30 a.m.

Fire - 8:00 a.m. - 4:30 a.m.

Works - Facility Maintenance Worker I (8.00 hours) - 1) 3:00pm – 11:00pm, 2) 3:00pm – 11:00pm, 3) 7:30am – 4:30pm, 4) 7:30am – 4:30pm, 5) 6:00am-3:00pm

Facility Maintenance Worker III (7.50 hours) - 1) 7:30am-4:00pm, 2) 7:00am-3:30pm, 3) 7:00am-3:30pm

Econ - 8:00 a.m. - 4:30 a.m.

Police- Records 0700 – 1530, Records 0730 – 1600, Records 0800 – 1630, Fiscal/payroll 0800 – 1630, Front Desk 0700 – 1530, Front Desk 1500 – 2330, Supply 0630 – 1500, Traffic 0730 – 1600, Traffic 0800 – 1630, Academy 0600 – 1430, Crime Analyst 0800 – 1630.

SCVB - Main Office 8am - 4:30pm, Visitors Center 9am - 5pm.

CWLP- Buyer in finance dept., works 7:30-4 M-F, 2 ISD employees 7:30 – 4 M-F, 7:30-4 or 2-9:30, Power Plant Employees work 7a-3:30p, Commercial Office work hours - Monday through Friday - 7:00 – 3:30, 7:30 – 4:00, 8:00 – 4:30, 8:30 – 5:00, 8:45 – 5:15.

Library - Early Shift – 8:30 am – 5:00 pm Mon thru Sat., Late Shift – 11:30 am – 8:00 pm Mon thru Thur., Security - Shift 1 – 7:00 am – 3:30 pm Mon thru Fri., Shift 2 – 9:30 am – 6 pm Tue thru Fri. 8:00 am – 4:30 pm Sat., Shift 3 – 12 pm – 8:30 pm Mon thru Thur. 9:00 am – 5:30 pm Sat..

MEMORANDUM OF UNDERSTANDING

In addition to the current practice provided for in Article XXV, Sections 3 and 4, the following employees shall be provided the following items of clothing and/or inclement weather gear:

Library-Security Officers

Officers hired on or after August 1, 2000, will receive the following:

- Three (3) shirts.
- Two (2) pairs of pants.
- One (1) utility belt.
- One (1) tie, one (1) pair of steel toe boots.
- New officers will receive two (2) additional shirts and three (3) additional pairs of pants upon completion of six (6) months of continuous service.

Clothing and equipment will be replaced on an as-needed basis as determined by the Employer.

Oak Ridge Cemetery Maintenance

Gloves: Summer and winter gloves supplied and replaced as needed as above.

- New employees: Five (5) long sleeve shirts, five (5) t-shirts and five (5) trousers.
- One (1) pair Carhartt coveralls or one (1) pair bibs and jacket (employee choice), replaced as needed as above.
- One (1) all-weather jacket.
- One (1) pair safety toe boots-- \$150.00 per year.
- Raincoats with hoods and rain boots, replaced as needed as above.

SPD Traffic Wardens

- Five pairs of pants
- Five pairs of winter shirts
- Five summer shirts
- One (1) winter coat
- One (1) summer coat
- One (1) pair of gloves
- One (1) raincoat
- One (1) pair of rain boots

Uniform shall be male/female appropriate, where possible. Employees will be issued patches and badges of similar style and quality as other uniform personnel.

Custodians and Facility Maintenance Workers shall be provided with chemical resistant gloves and goggles. Custodians and Facility Maintenance Workers shall receive an annual clothing allowance of \$ 150.00.

Replacement of uniforms shall be determined when the condition of such uniform necessitates such replacement.

MEMORANDUM OF UNDERSTANDING

The holiday schedule for bargaining unit employees at the Library for the term of this Agreement shall be as follows:

2021

New Year's Day	1/1-Friday (Closed-Holiday) 1/2-Saturday (Open) 1/3-Sunday (Open)
Martin Luther King Jr.	1/18-Monday (Closed-Holiday)
Lincoln's Birthday	2/12-Friday (Closed-Holiday)
Good Friday	4/2-Friday (Closed-Holiday)
Easter	4/4-Sunday (Closed)
Memorial Day	5/31-Monday (Closed-Holiday)
Juneteenth	6/19-Saturday (Closed-Holiday) *Library was open
Independence Day	7/3-Friday (Assumes City is Closed. Library Open) 7/4-Saturday (Closed-Holiday) 7/4 Sunday (Closed) 7/5 – Monday (closed-Holiday)
Labor Day	9/6-Monday (Closed-Holiday)
Veteran's Day	11/11-Thursday (Closed-Holiday)
Thanksgiving	11/25-Thursday (Closed-Holiday) 11/26-Friday (Closed-Holiday)
Christmas	12/23-Thur (Closed-Holiday) 12/24- Friday (Closed- Holiday) 12/25-Saturday (Closed) 12/26- Sunday (Closed)
New Year's Day Holiday	12/31 – Friday (Closed-Holiday) *City Observed

2022

New Year's Day	1/1-Saturday (Closed-Holiday) *
	1/2-Sunday (Closed)
Martin Luther King Jr.	1/17-Monday (Closed-Holiday)
Lincoln's Birthday	2/11-Friday (Assumes City is Closed. Library Open)
	2/12-Saturday (Closed-Holiday)
Good Friday	4/15-Friday (Closed-Holiday)
Easter	4/17-Sunday (Closed)
Memorial Day	5/30-Monday (Closed-Holiday)
Juneteenth	6/19-Sunday (Closed-Holiday)
Independence Day	7/4-Monday (Closed-Holiday)
Labor Day	9/5-Monday (Closed-Holiday)
Veteran's Day	11/11-Friday (Closed-Holiday)
Thanksgiving	11/24-Thursday (Closed-Holiday)
	11/25-Friday (Closed-Holiday)
Christmas	12/23-Friday (Closed-Holiday)
	12/24-Saturday (Closed)
	12/25-Sunday (Closed)
	12/26- Monday (Closed-Holiday)

2023

New Year's Day	1/1-Sunday (Closed)
	1/2-Monday (Closed-Holiday)
Martin Luther King Jr.	1/16-Monday (Closed-Holiday)
Lincoln's Birthday	2/12-Sunday (Open)
	2/13-Monday (Closed-Holiday)
Good Friday	4/7-Friday (Closed-Holiday)
Easter	4/9-Sunday (Closed)
Memorial Day	5/29-Monday (Closed-Holiday)
Juneteenth	6/19-Monday (Closed-Holiday)
Independence Day	7/4-Tuesday (Closed-Holiday)
Labor Day	9/4-Monday (Closed-Holiday)
Veteran's Day	11/10-Friday (Assumes City is Closed. Library Open)
	11/11-Saturday (Closed-Holiday)
Thanksgiving	11/23-Thursday (Closed-Holiday)
	11/24-Friday (Closed-Holiday)
Christmas	12/24-Sunday (Closed)
	12/25-Monday (Closed-Holiday)
	12/26-Tuesday (Closed-Holiday)

2024

New Year's Day	12/31-Sunday (Closed) 1/1-Monday (Closed-Holiday)
Martin Luther King Jr.	1/15-Monday (Closed-Holiday)
Lincoln's Birthday	2/12-Monday (Closed-Holiday)
Good Friday	3/29-Friday (Closed-Holiday)
Easter	3/31-Sunday (Closed)
Memorial Day	5/27-Monday (Closed-Holiday)
Juneteenth	6/19-Wednesday (Closed-Holiday)
Independence Day	7/4-Thursday (Closed-Holiday)
Labor Day	9/2-Monday (Closed-Holiday)
Veteran's Day	11/11-Monday (Closed-Holiday)
Thanksgiving	11/28-Thursday (Closed-Holiday) 11/29-Friday (Closed-Holiday)
Christmas	12/24-Tuesday (Closed-Holiday) 12/25-Wednesday (Closed-Holiday)

2025

New Year's Day	1/1-Wednesday (Closed-Holiday)
Martin Luther King Jr.	1/20-Monday (Closed-Holiday)
Lincoln's Birthday	2/12-Wednesday (Closed-Holiday)
Good Friday	4/18-Friday (Closed-Holiday)
Easter	4/20-Sunday (Closed)
Memorial Day	5/25-Sunday (Closed) 5/26-Monday (Closed-Holiday)
Juneteenth	6/19- Thursday (Closed-Holiday)
Independence Day	7/4-Friday (Closed-Holiday)
Labor Day	9/1-Monday (Closed-Holiday)
Veteran's Day	11/11-Tuesday (Closed-Holiday)
Thanksgiving	11/27-Thursday (Closed-Holiday) 11/28-Friday (Closed-Holiday)
Christmas	12/25-Thursday (Closed-Holiday) 12/26- Friday (Closed-Holiday) 12/27-Saturday (Closed) 12/28-Sunday (Closed)

MEMORANDUM OF UNDERSTANDING

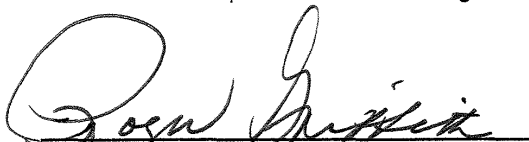
CITY OF SPRINGFIELD

AND THE

AFSCME COUNCIL 31

In regards to the installation and utilization of GPS tracking technology on City of Springfield vehicles utilized by any AFSCME, Local 3738 employee, the undersigned parties agree as follows:

1. The intended purpose of such equipment is to enhance the operational efficiency of the department, improve services to the public, improve the safety of employees and to ensure compliance with department work rules.
2. This technology shall not be made available to the public except as is provided for under state, federal or local laws.
3. Employees shall be given a brief overview of the systems capabilities and its intended use. Any vehicle equipped with this technology shall have a notice affixed to the interior notifying employees that it is so equipped.
4. The parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer has a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees, but will be used to monitor employees' work progress and work locations. In the event that data retrieved from the GPS system is used to support the employer's decision to discipline an employee, the union shall be provided with copies of all data pertinent to the contemplated discipline pursuant to any Pre-Deprivation Meeting.
5. In the event the employer elects to upgrade or enhance the GPS system, beyond regular software upgrades, the union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.


For AFSCME Council 31
Local 3738

Date

10/19/15


For the City of Springfield

Date

10/19/15

Memorandum of Understanding

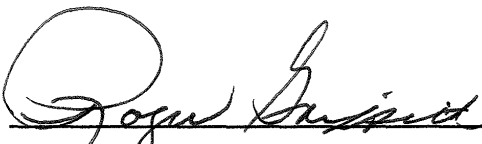
City of Springfield

and

AFSCME Council 31, Local 3738

As a result of the City's decision to install surveillance cameras in and around work areas of AFSCME 3738 employees and the Union's request to negotiate employee impact, the parties have met and negotiated the employee impact and agree as follows:

1. Video recording equipment will be placed in various locations around the property;
2. The intended purpose of the video recording equipment is to aide in the protection of employees and the public and aide in the protection of both employer and employee property against theft, vandalism, etc.;
3. Signs will be posted in various locations notifying both employees and the public that video recording is taking place;
4. Only employees who have been provided with a password and log-on identification shall have the ability to monitor video recordings;
5. The parties agree that video recordings may be used to verify the guilt or innocence of an employee that the employer has a bona-fide reason to suspect of employee misconduct. Video recordings will not be utilized to solely monitor the daily performance and activities of employees;
6. If employee misconduct captured by video is used by the employer to support employee discipline, the union shall be provided with a copy of said video as soon as physically possible.


AFSCME Council 31

Date: 10/19/15


FOR THE CITY

Date: 10/19/15

MEMORANDUM OF UNDERSTANDING

CITY OF SPRINGFIELD

AND THE

AFSCME COUNCIL 31

As a result of the City's decision to install telephone recording software and the Union's request to negotiate employee impact, the parties have met and negotiated the employee impact and agree as follows:

1. The telephone recording software will be placed in the CWLP Commercial Office Customer Service area and the Treasurer's Office. Should other offices implement recording software, the union and employees shall first be notified and this MOU shall subsequently apply.
2. The intended purpose of the telephone recording software is to aide in the protection of the employees when customers accuse employees of being rude or unprofessional;
3. The telephone recording software will aide new employees in listening to their customer calls as a method of improving their communication and verbal skills with customers;
4. Customers will be informed the customer calls are being recorded via a message before speaking directly with CWLP Commercial Office Customer Service, Treasurer's Office staff, or other staff that may implement recording software;
5. Only designated management staff within the CWLP Commercial Office and Treasurer's Office shall have the ability to monitor the recorded calls when a customer complaint about an employee is brought to the attention of management;
6. Only designated management staff within the CWLP Commercial Office and Treasurer's Office, the customer service trainer, and a new employee shall have the ability to monitor the recorded calls during training or refresher training;
7. The parties agree the telephone recording software may be used to verify the innocence or guilt of an employee that the employer has a bona-fide reason to suspect of employee misconduct. The telephone recording software will not be used to solely monitor the daily performance and activities of employees.
8. If employee misconduct captured by the telephone recording software is used by the employer to support employee discipline, the union shall be provided with a copy of said recording as soon as physically possible.
9. Prior to utilizing the telephone recording software in the CWLP Commercial Office Customer Service area, Treasurer's Office, other offices where AFSCME 3738 employees are located, employees shall be given an overview of the recording capabilities and intended use.

MEMORANDUM OF AGREEMENT
CITY OF SPRINGFIELD
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
LOCAL 3738

The City of Springfield ("City") and the American Federation of State, County and Municipal Employees (AFSCME), Local 3738 have reached the following agreement regarding health insurance for employees:

1. The City will offer a Health Secure, HMO and Basic Select Plan.
2. The City agrees to negotiate changes in the plan benefits prior to December 31, 1999.
3. The Health Plan benefits will not be changed during the period of January 1, 1997 through December 31, 1999.
4. The City will prorate premiums for the remainder of calendar year 1997.
5. The City will readjudicate the claims in 1997 for those individuals switching plans in 1997 retroactive to January 1997. Those switching plans will be charged the additional premium if claims must be readjudicated.
6. Employees shall not be charged a monthly premium contribution for single coverage.
7. AFSCME, Local 3738 will withdraw the Insurance ULP charges against the City upon ratification of the insurance issue by their membership.
8. Monthly premium contribution for Family coverage under the Health Secure and HMO are as follows:
 - 1.4% of base with a minimum of \$35/month and maximum of \$50/month, provided, however, if fewer than 100 city wide employees switch from Basic Select to Health Secure or HMO, then the maximum contribution in 1999 shall be \$55/month.

9. Employees who select Basic Select coverage shall not be charged a monthly premium contribution for single or family coverage.
10. The HMO will become effective October 1, 1997. In addition, the insurance plan year for 1998 shall begin October 1, 1997 and run through December 31, 1998.
11. An insurance committee shall be established which shall be composed of representatives from each bargaining unit, non-represented employees, management and retirees. The committee shall review proposed changes in insurance benefits or coverage, discuss the changes and recommend to the Mayor the consensus of the committee regarding any proposed changes in benefit or coverage prior to a final decision being made on said changes in benefits and/or coverages.

Michael Hernandez 5/23/12
City of Springfield *afv* Date

Rich Bolar 09-12-97
AFSCME, Local 3738 Date
Rich Bolar

AFSCME 3738	8/1/2020	8/1/2021	8/1/2022	8/1/2023	8/1/2024
	0.00%	2.00%	2.00%	2.00%	2.50%
	BASE RATE	BASE RATE	BASE RATE	BASE RATE	BASE RATE
TITLE - Hired BEFORE January 5, 2016*					
ACCOUNT CLERK 1	\$18.5162	\$18.8865	\$19.2642	\$19.6495	\$20.1407
ACCOUNT CLERK 2	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
ACCOUNT TECHNICIAN 1	\$23.4438	\$23.9127	\$24.3910	\$24.8788	\$25.5008
ACCOUNT TECHNICIAN 2	\$25.0437	\$25.5446	\$26.0555	\$26.5766	\$27.2410
ACCOUNTS RECEIVABLE SPECIALIST	\$25.9077	\$26.4259	\$26.9544	\$27.4935	\$28.1808
ADMINISTRATIVE CLERK 1	\$23.4438	\$23.9127	\$24.3910	\$24.8788	\$25.5008
ADMINISTRATIVE CLERK 2	\$25.0437	\$25.5446	\$26.0555	\$26.5766	\$27.2410
BUILDING PERMIT ASSISTANT I	\$18.5000	\$18.8700	\$19.2474	\$19.6323	\$20.1231
BUYER 1	\$25.0651	\$25.5664	\$26.0777	\$26.5993	\$27.2643
BUYER 2	\$28.2649	\$28.8302	\$29.4068	\$29.9949	\$30.7448
CASHIER 1	\$18.5162	\$18.8865	\$19.2642	\$19.6495	\$20.1407
CASHIER 2	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
CEMETERY SPECIALIST 40 hours	\$26.0143	\$26.5346	\$27.0653	\$27.6066	\$28.2968
CLAIMS COORDINATOR	\$27.0915	\$27.6333	\$28.1860	\$28.7497	\$29.4684
CLERK 1	\$17.1509	\$17.4939	\$17.8438	\$18.2007	\$18.6557
CLERK TYPIST 1	\$18.5056	\$18.8757	\$19.2532	\$19.6383	\$20.1293
CLERK TYPIST 2	\$19.0494	\$19.4304	\$19.8190	\$20.2154	\$20.7208
CLERK TYPIST 3	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
COMMUNITY OMBUDSMAN	\$25.8330	\$26.3497	\$26.8767	\$27.4142	\$28.0996
COMMUNITY PROGRAMS COORDINATOR	\$29.7581	\$30.3533	\$30.9604	\$31.5796	\$32.3691
COMMUNITY PROGRAMS SPECIALIST	\$24.7025	\$25.1966	\$25.7005	\$26.2145	\$26.8699
COMMUNITY WORKER	\$18.7615	\$19.1367	\$19.5194	\$19.9098	\$20.4075
COMPUTER OPERATOR 1	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
COMPUTER OPERATOR 2	\$22.0573	\$22.4984	\$22.9484	\$23.4074	\$23.9926
COMPUTER OPERATOR 3	\$24.2225	\$24.7070	\$25.2011	\$25.7051	\$26.3477
CONSUMER REPRESENTATIVE 1	\$23.4438	\$23.9127	\$24.3910	\$24.8788	\$25.5008
CONSUMER REPRESENTATIVE 2	\$25.0437	\$25.5446	\$26.0555	\$26.5766	\$27.2410
CONSUMER REPRESENTATIVE 3	\$25.8330	\$26.3497	\$26.8767	\$27.4142	\$28.0996
CRIME STUDIES ANALYST	\$28.2649	\$28.8302	\$29.4068	\$29.9949	\$30.7448
DATA CONTROL COORDINATOR	\$24.2225	\$24.7070	\$25.2011	\$25.7051	\$26.3477
DATA CONTROL SPECIALIST	\$22.0573	\$22.4984	\$22.9484	\$23.4074	\$23.9926

DATA INPUT OPERATOR 1	\$18.5162	\$18.8865	\$19.2642	\$19.6495	\$20.1407
DATA INPUT OPERATOR 2	\$19.6041	\$19.9962	\$20.3961	\$20.8040	\$21.3241
DEMO/REHAB PERMIT INSPECTOR	\$31.0913	\$31.7131	\$32.3474	\$32.9943	\$33.8192
EDUCATIONAL COORDINATOR	\$23.3052	\$23.7713	\$24.2467	\$24.7316	\$25.3499
ENGINEERING AIDE	\$20.6707	\$21.0841	\$21.5058	\$21.9359	\$22.4843
EQUIPMENT OPERATOR 1 40 hours	\$19.6681	\$20.0615	\$20.4627	\$20.8720	\$21.3938
EQUIPMENT OPERATOR 2 40 hours	\$22.5479	\$22.9989	\$23.4589	\$23.9281	\$24.5263
FACILITIES MAINT WORKER 1 40 hour	\$16.9057	\$18.0000	\$18.3600	\$18.7272	\$19.1954
FACILITIES MAINT WORKER 2	\$21.1507	\$21.5737	\$22.0052	\$22.4453	\$23.0064
FACILITIES MAINT WORKER 3	\$21.8760	\$22.3135	\$22.7598	\$23.2150	\$23.7954
GRANTS TECHNICIAN	\$25.9184	\$26.4368	\$26.9655	\$27.5048	\$28.1924
HUMAN RIGHTS INVESTIGATOR	\$23.3480	\$23.8150	\$24.2913	\$24.7771	\$25.3965
INVENTORY CLERK	\$23.4759	\$23.9454	\$24.4243	\$24.9128	\$25.5356
LABORER/TRUCK DRIVER 40 hours	\$22.8892	\$23.3470	\$23.8139	\$24.2902	\$24.8975
LEAD WORKER	\$24.1799	\$24.6635	\$25.1568	\$25.6599	\$26.3014
LIBRARIAN 1	\$27.0171	\$27.5574	\$28.1085	\$28.6707	\$29.3875
LIBRARIAN 2	\$29.4595	\$30.0487	\$30.6497	\$31.2627	\$32.0443
LIBRARY ASSISTANT 1	\$18.0363	\$18.3970	\$18.7649	\$19.1402	\$19.6187
LIBRARY ASSISTANT 2	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
LIBRARY ASSISTANT 3	\$21.3960	\$21.8239	\$22.2604	\$22.7056	\$23.2732
LIBRARY ASSISTANT 4	\$22.7933	\$23.2492	\$23.7142	\$24.1885	\$24.7932
MAINTENANCE FOREMAN	\$24.2225	\$24.7070	\$25.2011	\$25.7051	\$26.3477
MAINTENANCE WORKER	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
MESSENGER CLERK I	\$18.0363	\$18.3970	\$18.7649	\$19.1402	\$19.6187
MESSENGER CLERK II	\$19.6894	\$20.0832	\$20.4849	\$20.8946	\$21.4170
MICROFILM OPERATOR	\$19.0602	\$19.4414	\$19.8302	\$20.2268	\$20.7325
OAK RIDGE CEMETERY FOREMAN 40 hours	\$29.2782	\$29.8638	\$30.4611	\$31.0703	\$31.8471
RECEPTIONIST	\$18.0255	\$18.3860	\$18.7537	\$19.1288	\$19.6070
REHAB CONSTRUCTION SPECIALIST	\$31.1874	\$31.8111	\$32.4473	\$33.0962	\$33.9236
REHAB FINANCE SPECIALIST	\$31.1127	\$31.7350	\$32.3697	\$33.0171	\$33.8425
SECRETARY 1	\$21.1827	\$21.6064	\$22.0385	\$22.4793	\$23.0413
SECRETARY 2	\$22.7507	\$23.2057	\$23.6698	\$24.1432	\$24.7468
SECURITY OFFICER 1	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
SERVICE REPRESENTATIVE 1	\$19.5827	\$19.9744	\$20.3739	\$20.7814	\$21.3009
SERVICE REPRESENTATIVE 2	\$21.3960	\$21.8239	\$22.2604	\$22.7056	\$23.2732
SERVICE REPRESENTATIVE 3	\$23.4438	\$23.9127	\$24.3910	\$24.8788	\$25.5008
SERVICE REPRESENTATIVE 4	\$25.0437	\$25.5446	\$26.0555	\$26.5766	\$27.2410
SMALL MOTOR REPAIRMAN 40 hours	\$20.9266	\$21.3451	\$21.7720	\$22.2074	\$22.7626
STOREROOM FOREMAN (SUPV)	\$28.4676	\$29.0370	\$29.6177	\$30.2101	\$30.9654
STORES CLERK	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
SWITCHBOARD OPERATOR	\$17.1509	\$17.4939	\$17.8438	\$18.2007	\$18.6557

TOUR RESERVATION COORDINATOR	\$20.7774	\$21.1929	\$21.6168	\$22.0491	\$22.6003
TRAFFIC WARDEN	\$18.8255	\$19.2020	\$19.5860	\$19.9777	\$20.4771
TRAINING COORDINATOR	\$28.2649	\$28.8302	\$29.4068	\$29.9949	\$30.7448

** 37.5 hours weekly unless otherwise noted; These rates will be affected by the longevity table below.*

Longevity Adjustment – EFFECTIVE 8.1.2022

10 years of service – additional \$.50 per hour for a total of \$.50 over base wages
15 years of service – additional \$.75 per hour for a total of \$1.25 per hour over base wages
20 years of service – additional \$1.00 per hour for a total of \$2.25 per hour over base wages
25 years of service – additional \$1.00 per hour for a total of \$3.25 per hour over base wages
MAXIMUM LONGEVITY AT 25 YEARS IS \$3.25 PER HOUR OVER BASE WAGES
Longevity is added PRIOR to annual increases for compounding.

AFSCME TIER II	8/1/2020			8/1/2021			8/1/2022			8/1/2023			8/1/2024		
	0.00%			2.00%			2.00%			2.00%			2.50%		
	PROB	PROB		PROB	PROB		PROB	PROB		PROB	PROB		PROB	PROB	
	RATE	RATE	BASE	RATE	RATE	BASE	RATE	RATE	BASE	RATE	RATE	BASE	RATE	RATE	BASE
TITLE - Hired ON OR AFTER 01-05-2016	90%	95%	RATE	90%	95%	RATE	90%	95%	RATE	90%	95%	RATE	90%	95%	RATE
ACCOUNT CLERK 1	n/a	n/a	\$14.7725	\$16.2000	\$17.1000	\$18.0000	\$16.5240	\$17.4420	\$18.3600	\$16.8545	\$17.7908	\$18.7272	\$17.2759	\$18.2356	\$19.1954
ACCOUNT CLERK 2	n/a	n/a	\$16.9057	\$17.1000	\$18.0500	\$19.0000	\$17.4420	\$18.4110	\$19.3800	\$17.7908	\$18.7792	\$19.7676	\$18.2356	\$19.2487	\$20.2618
CASHIER 1	n/a	n/a	\$16.1590	\$16.2000	\$17.1000	\$18.0000	\$16.5240	\$17.4420	\$18.3600	\$16.8545	\$17.7908	\$18.7272	\$17.2759	\$18.2356	\$19.1954
CASHIER 2	n/a	n/a	\$18.2922	\$18.0000	\$19.0000	\$20.0000	\$18.3600	\$19.3800	\$20.4000	\$18.7272	\$19.7676	\$20.8080	\$19.1954	\$20.2618	\$21.3282
FACILITY MAINT WORKER I- 40 HOURS	n/a	n/a	\$16.9057	\$16.2000	\$17.1000	\$18.0000	\$16.5240	\$17.4420	\$18.3600	\$16.8545	\$17.7908	\$18.7272	\$17.2759	\$18.2356	\$19.1954
MESSENGER CLERK I	n/a	n/a	\$14.7725	\$15.3000	\$16.1500	\$17.0000	\$15.6060	\$16.4730	\$17.3400	\$15.9181	\$16.8025	\$17.6868	\$16.3161	\$17.2226	\$18.1290
MESSENGER CLERK II	n/a	n/a	\$16.9057	\$16.2000	\$17.1000	\$18.0000	\$16.5240	\$17.4420	\$18.3600	\$16.8545	\$17.7908	\$18.7272	\$17.2759	\$18.2356	\$19.1954

THE EMPLOYER WILL AGREE TO THE FOLLOWING:

1. Raise the cap of compensatory time from 60 hours per contract year to 120 hours per contract year for the AFSCME 3417 Unit.
2. Remove the requirement of establishing 25 or more sick days before accruing any compensatory time found in section 5—Overtime subsection 1 for the AFSCME 3417 Unit.
3. Create two additional Supervisor positions—one Supervisor for Traffic—one Supervisor over Sewer (by promoting the current Lead Foreman in Sewer and Traffic) for the AFSCME 3417 Unit
4. Agrees to hire two additional part-time dispatchers for the AFSCME 3417 Unit, Unit 337 will no longer be responsible for such duties as was agreed in a previous MOU.
5. Agrees with the promotional path, so far as it doesn't conflict with the current contract presented by the AFSCME 3417 Unit. See Exhibit A.
6. Give continuous pay for weed spraying. \$1 to be paid up to (3 Employees) during summer months, as defined in the contract, and a full day for every spraying individual instance of spraying outside summer months for the AFSCME 3417 Unit.
7. Raise the cap of compensatory time from 80 hours per contract year to 120 hours per contract year for the AFSCME 337 Unit.
8. Reinstate Artez Harmon as a Facility Maintenance Worker 1, with a last chance agreement for all behavioral employment issues for the AFSCME 3738 Unit (for three years), or clean resignation.
9. Agrees that Juneteenth will be recognized as a normal holiday starting 2023 for AFSCME 3417, 337, & 3738 units.
10. Provide a \$.75 an hour raise to all Foreman's on 9-1-2026 to compensate for Lead Foreman phase out.
11. Not contest the entry of Safety Tech II as an organized member of AFSCME 3417.
12. Will lower the statute of limitations from 5 years to 4 years for any disciplinary purposes, and require the completion of an SAP within 150 days of any initial positive random CDL test for THC.
13. When a weather emergency is declared, Springfield employees who work on 3 consecutive days without a call-off shall receive compensatory time equal to one day's worth of work.

THE UNION WILL AGREE TO THE FOLLOWING:

1. That the title of Lead Foreman will be phased out, no current Lead Foreman will be affected, but there will be no transfers to or new hiring of employees at the City within the Public Works department.
2. Accepts the Employer's language for paragraph 1 of the section entitled Discipline under the CBA's Drug Testing Policy for the AFSCME 3417 Unit.
3. Will withdraw all Juneteenth grievances, and withdraw the Motor Vehicle Parking Supervisor grievance.

Tentatively agreed by the union and the City at the last grievance Mediation on 6-30-2022

For the City

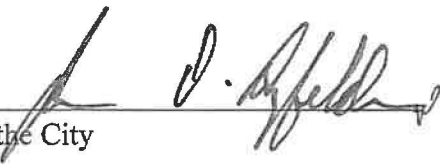
For the Union

Employer # 9 Union # 3

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SPRINGFIELD
&
AMFSCME COUNCIL 31**

The City of Springfield ("Employer") and the AMFSCME COUNCIL 31 the ("Union"), recognize and agree to enter into this Memorandum of Understanding ("MOU"). The parties acknowledge that there is a mutual benefit to this agreement. The agreed-upon terms are as follows:

1. The Collective Bargaining Agreement between the Union and the City of Springfield shall include the Juneteenth holiday as a regular holiday as part of the AFSCME 31- 3738 Unit, 3417 Unit, and 337 Unit.
2. The Union agrees to withdraw all current Juneteenth Grievances.
3. This agreement is entered into without prejudice, and it does not set a precedent.



For the City

09-23-22
Date



For the Union

9/23/22
Date