

AGREEMENT

Between

**CITY OF SPRINGFIELD
OFFICE OF PUBLIC WORKS**

And

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME)**

On Behalf of

AFSCME Local 3417

Effective

June 1, 2025 - May 31, 2029

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ARTICLE I **AGREEMENT**

This Agreement is entered into this 1st day of June, 2025, by and between the City of Springfield, Office of Public Works (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, Council 31, and its Local Union No. 3417 (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 departmental efficiency, productivity and effectiveness, to establish wages, 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 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 regular full-time employees of the Office of Public Works classified as TDL, Senior TDL, Lead Foreman, Dispatcher, Public Works Foreman, Senior Day Dispatcher, Public Works Supervisor, and Safety Technician II but excluding by order of the Illinois State Labor Relations Board or by agreement of the parties.

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. If agreement cannot be reached, the Employer shall set a pay rate for the new job classification for the remainder of the term of the Agreement.

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 current job descriptions shall remain the same for the duration of the collective bargaining agreement. In the event a change is needed, the parties shall meet to bargain over the impact of the change.

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

ARTICLE IV **NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination.

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

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

Section 2. Union Activity.

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

Section 3. Equal Employment/Affirmative Action.

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

Section 4. Americans With Disabilities Act.

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

ARTICLE V

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 Office of Public Works; 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, promote, demote, transfer and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities, to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation, to eliminate, contract, and locate or transfer work and maintain efficiency.

ARTICLE VI

UNION RIGHTS

Section 1. Union Activity During Working Hours.

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

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 premises of the Employer upon giving notice prior to arrival to the appropriate Employer representative unless such access would 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. Bulletin Boards.

The Employer agrees to provide two (2) encased bulletin boards with locks for the posting of Union announcements in the Garage and Sewer Department offices.

The items posted shall be in accordance with all applicable laws and codes. All cost incident to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing material on its bulletin board and for maintaining same in an orderly and neat fashion.

Section 4. Information Provided to Union.

The Employer shall submit to the local Union every six (6) months the current seniority roster and reemployment lists, applicable under the seniority provisions of this Agreement.

At least once each month, the Employer shall provide the Union with a list in an agreed upon format of all bargaining unit employees employed by the Employer. Where such information is readily available, the list shall include all employees' date of birth, sex, bargaining unit; department, division, section, and unit title; position number, employee identification number, work location, work site (street address and building), work county, home address, work telephone number, work email address, home and mobile telephone number, personal email address, job classification, pay grade, step, pay rate, date of hire, continuous service, and seniority.

Section 5. Labor-Management Meetings.

Labor-Management meetings for the Office of Public Works, which may include the Joint Health and Safety Committee, will be conducted once every month (if requested). Union and management will submit agenda items to the designated representatives five (5) days prior to the scheduled Labor-Management meeting.

The number of participants for the Union will not exceed four (4) employees. Labor and management may request additional participants to clarify the issues under discussion.

Section 6. Printing of the Agreement.

The Employer shall be responsible for printing and distributing the Agreement within sixty (60) days of the signing of the Agreement.

Section 7. Orientation.

When the employer conducts a new hire orientation, the Union shall conduct orientation for each new bargaining unit employee at a time mutually agreeable to the parties. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 8. 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.

Section 9. Privacy.

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees to the Union, or to matters pertaining to collective bargaining, to an entity that is not a party to this Agreement. The employer shall use best efforts, at the time of the request, to notify the Union and affected employee(s). The Union and all affected employee(s) shall also be provided a copy of the public disclosure request on a quarterly basis.

ARTICLE VII **CHECKOFF**

Section 1. Deductions.

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

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

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

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

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

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

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

Section 2. Revocation.

All employees covered by this Agreement who have signed Union dues checkoff cards for the Union prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deductions within the terms of their individual authorization and the procedures defined in this Agreement.

Section 3. Indemnification.

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

ARTICLE VIII **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) over the application, meaning or interpretation of this Agreement or arising out of other circumstances or conditions of employment.

Step 1:

The Union or any employee covered by this Agreement who has a grievance, shall with or without the Steward acting as the employee's representative as the employee may elect, present it in writing to the Superintendent who is not a member of the bargaining unit. The written grievance should contain a statement of the grievant's complaint, the Section (s) of the Agreement allegedly

violated, the date of the alleged violation and the relief sought. In the event the employee does not elect to have the Steward act as the employee's representative at Step 1, the Steward shall be present during discussions concerning settlement of the grievance. Any resolution of the grievance reached between the employee and the Superintendent shall not be inconsistent with any of the terms of this Agreement. The Superintendent shall answer the grievance in writing within five (5) working days after the grievance was presented. If the grievance is not settled in Step 1 and the Union or employee wishes to appeal the grievance to Step 2 of the Procedure. The Steward shall present the grievance to the Director of Public Works within five (5) working days after the Superintendent's answer in Step 1.

Step 2:

If the grievance is not settled in Step 1 and the Union or Employee wishes to appeal the grievance to Step 2 of the Procedure, the Union shall advise the Director of Public Works in writing within five (5) working days after the Superintendent of Public Works' answer in Step 1. The Director of Public Works, or his designee, may meet with the designated Local Union Representative within five (5) working days at a time mutually agreed upon to discuss the grievance. The Director of Public Works, or his designee, shall answer the grievance in writing within five (5) working days following its appeal to Step 2.

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 third step answer.
- b) After notice is given by either party and the parties mutually agree to mediation, the Employer shall promptly notify the Federal Mediation and Conciliation Service (FMCS) of the grievance referral. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation.
- c) The grievant shall have the right to be present at the mediation conference.
- d) There shall be one person from each party designated as spokesperson at the mediation conference. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.
- e) The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his or her decision, unless both

parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision interpreting and applying the provisions of the collective bargaining agreement. If the grievance referred to the mediator does not involve the interpretation or application of the collective bargaining agreement or does not arise out of other circumstances and conditions of employment, the mediator shall so advise the parties and terminate the mediation proceedings.

f) 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.

g) 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.

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

Step 4: If the grievance is still unsettled, the Union may, within fifteen (15) working days after mediation, by written notice to the other, request arbitration.

Section 2. 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 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.

Section 3. Election of Remedies.

The members of this unit covered by this Agreement are classified employees for purposes of Civil Service administration for the City of Springfield. As classified employees, the members are

accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be a basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize Civil Service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter, which may 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 procedures 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 two (2) bargaining unit employees on the day shift and one (1) bargaining unit employee on any other shift 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 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.

Section 5. Dispatcher Related Grievances.

If through no fault or improper action or direction by the Employer, the Employer shall not be held responsible for a Dispatcher failing to follow the procedures set forth in the Parties collective bargaining agreement who fails to offer overtime to another Union member.

ARTICLE IX **DISCIPLINE**

Section 1. Discipline.

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

- Oral reprimand;
- Written reprimand;
- 1 Day Suspension;
- 3 Day Suspension;
- 5 Day Suspension;
- 15 Day Suspension;
- 30 Day Suspension;

Discharge (notice to be giving in writing).

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

Section 2. Reprimand.

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

Section 3. Demotion.

Demotion shall not be used as a disciplinary measure, however, the parties recognize that circumstances may exist where the interests of the Employer or the employee may be best served by such action and in such cases demotion shall be appropriate. Management shall not divulge, discuss, hint, or publicly notice any other employees of disciplinary action taken against an employee.

Section 4. Removal of Discipline.

Any oral reprimand or written discipline imposed shall be removed from an employee's record, if, from the date of the last disciplinary action, one (1) year passes without the employee receiving any additional discipline. Any discipline, with exception of discipline under the Drug/Alcohol Testing policy, imposed shall be removed from an employee's record, if, from the date of the last disciplinary action, four (4) 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 5. Union Representatives.

An employee, will have a right to union representation during the imposition of discipline, or any other instance where granted by law.

Section 6. Pre-Deprivation Meeting.

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 reasonably in advance of such meeting shall provide the steward with the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representative and shall be entitled to such, if so requested by the employee, and

the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 7. Oral Reprimands.

In cases of oral reprimands, the supervisor must inform the employee that the/she is receiving an oral reprimand and of their right to Union representation, which shall be provided. The employee shall also be given reasons for such discipline, including any names and copies of pertinent documents.

ARTICLE X
NO STRIKE OR 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 and statutory function 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 XI
SUBCONTRACTING

The Employer shall not contract out or subcontract any work normally or presently being performed by bargaining unit employees, including the utilization of prisoners, welfare workers or other temporary work groups, for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

The Department of Public Works will provide the Union with written copies of the notice for Request for Proposals when it is provided to purchasing.

The Employer agrees that the contract for large item pick-up is limited to furniture, appliances and mattresses and will not be utilized for the purpose of eroding the bargaining unit.

The Employer agrees that it will not contract out any sewer repair work of less than four (4) feet in depth unless there is a bona fide extenuating circumstance. The Employer will not contract out any inlet work unless there is a bona fide extenuating circumstance. Nothing shall prohibit a contractor from performing inlet work when such work is part of the contract for sewer repair. Any such limitation is only to the repair of existing sewers and does not limit the Employer from continuing to contract out the installation of new sewers or the replacement of existing sewers.

ARTICLE XII **SENIORITY**

Section 1. Definition.

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous regular full-time service within the unit since their last date of hire or transfer into the unit, but in no event includes any service as a temporary employee.

Section 2. Breaks in Continuous Service.

Effective June 1, 2025, an employee's continuous service record shall be broken by resignation, retirement, death, discharge for cause, transfer out of the unit and layoff in excess of thirty-six (36) months, unless their recall period has been extended under Article XIII, Section 2.

An employee shall be terminated if he has been on layoff for a period of time equal to his seniority at the date of layoff or thirty-six (36) months years whichever greater, unless their recall period has been extended under Article XIII, Section 2.

Effective June 1, 2025, an employee's seniority shall continue during:

- a. Period of approved absence with leave
- b. Period of absence because of injury or illness
- c. Period of layoff because of lack of work

This shall not apply retroactively to current bargaining unit members whose seniority was adjusted under any previous contracts. The respective seniority dates attached as Appendix C shall be a true and accurate reflection of the employee's seniority dates effective with the ratification of this Agreement.

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. A local union representative shall be present for any such tie breaking lottery.

ARTICLE XIII **LAYOFF AND RECALL**

Section 1. Procedure.

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

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

Any employee being laid off shall be notified in writing thirty (30) workdays prior to the effective date of the layoff.

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

Section 2. Recall.

The names of employees laid off shall be placed on a recall list for a period of thirty-six (36) months, except for those employees laid off pursuant to Article XXII, Section 5.

Employees on the recall list who indicate in writing that they are willing to be utilized as a Temporary TDL may be given the opportunity to work snow-plowing shifts during snow emergencies. Temporary TDLs will be paid at their base rate at the time of layoff and may be subject to a drug test prior to working. The recall period shall be extended by twelve (12) months for each occasion an employee on the recall list works as a temporary TDL for at least one shift, up to a maximum of thirty-six (36) months of additional recall status.

Recall shall be according to 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.

ARTICLE XIV **PROBATION AND PROBATIONARY PERIODS**

Section 1. Probationary Period.

All new employees, including rehired employees and employees transferred into their unit, shall be considered as probationary employees and must successfully complete a probationary period of six (6) months from the last date of hire before attaining regular full-time employee status.

Section 2. Breaks in Service.

The probationary period required above represents a total cumulative service time and may be adjusted and extended so as to properly allow for any authorized leaves of absence or other approved breaks in service. However, should any such leave of absence or break in service be greater than two (2) months, by mutual agreement of the parties, the entire probationary period be restarted at the time the employee returns to work.

Section 3. Probationary Employee.

During the probationary period, the probationary employee may be disciplined, discharged, 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. Dock Time.

Probationary employees providing medical certification shall be granted authorized dock time.

Section 5. Promotion Probationary Period.

There shall be a three (3) month probationary period in a promotion. If during this probationary period the employee is unable to perform due to a bona fide reason, the employee may be returned to the former classification (seniority permitting). Additionally, an employee may voluntarily return to his/her former classification during the first thirty (30) calendar days of the promotional probationary period (seniority permitting).

ARTICLE XV **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.

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 follow current practice.

Section 2. Selection.

Vacancies shall be filled based upon an individual's qualifications, skills, and ability to perform the work in question.

Where qualifications to perform the required work are relatively equal, the Employer shall fill the vacancy by the employee with the greater seniority. However, current employees with less seniority who possess greater skill and ability may be considered over a more senior employee. In the event no bargaining unit employees bid or are qualified to perform the work in question, the Employer may select from an applicant outside the bargaining unit. The employer shall provide a list of bargaining unit employees who bid on vacancies electronically to the union prior to conducting interviews.

Section 3. Selection Process.

While the Employer retains the right to promote and fill vacancies, both parties agree it is in both parties' interest for an honest and fair process to do so.

The parties agree to meet and reduce to writing an agreed upon process by which the employer will use for the purposes of promotion. Thereafter, if a change is necessary to the agreed upon process, both the Union and the Employer shall meet to discuss the changes. If, however, an agreement cannot be reached, status quo shall remain.

Section 4. Temporary Employees.

A temporary employee shall not work more than 6 consecutive months without mutual agreement of the parties.

Section 5. Promotional Path.

When a vacancy arises for TDL, Public Works Foreman, or Public Works Supervisor, the selection process among applicants shall be as follows:

- i. For the purposes of this section "pyramid unit" shall be defined as the crew or similar organizational unit for which the vacant position will be responsible.
- ii. When an additional crew is created, performing the same or similar duties as an existing crew, employees in the existing crew will be considered to be the "pyramid unit" for the new vacancies.
- iii. If a new crew is created, performing work that has not been previously established, all employees may bid on the vacancies per the process outlined in this Article.
- iv. Public Works Supervisor vacancies – will be filled by the most senior Lead Foreman, or if no Lead Foreman, then the most senior Foreman within the unit/pyramid.
- v. Public Works Foreman vacancies – will be filled with the most senior TDL within the unit/pyramid.
- vi. TDL vacancies – will be filled by the most senior TDL who has been in their current position for at least four (4) months.
- vii. Only TDLs will be allowed to apply on lateral vacancies.
- viii. Dispatcher vacancies – will be posted to the whole unit.
- ix. Any position not mentioned herein within the bargaining unit shall go through the normal application process under the current language stated in this Agreement.

Any employee who has been suspended in the past 16 months or on a last chance agreement will not be eligible for a promotion or acting up pay.

ARTICLE XVI **HOURS OF WORK**

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 work per week.

During summer the hours of work shall be:

6:30 a.m. – 2:30 p.m.

2:00 p.m. – 10:00 p.m.

10:00 p.m. – 6:00 a.m.

Definition of summer shall be from the first Monday nearest April 15th thru the Friday nearest October 1st.

No employee shall be disciplined for a card misread or unintentional failure to swipe.

Section 2. Workday/Workweek.

Eight (8) consecutive hours of work shall constitute the normal workday. The normal workweek shall consist of forty (40) hours. The normal work schedule shall be the schedule in effect as of June 1, 1987.

An employee whose normal workday extends from one calendar day into another or who works overtime 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 Period.

(a) Employees shall be granted a paid meal period of thirty (30) minutes during each work shift. Whenever possible, the meal period shall be granted at the preference of the employee. If more than one employee has a similar preference a bona fide operational need would limit the number of employees who could take a rest period at that time occurs, seniority shall determine who obtains their first preference.

(b) All employees shall receive fifteen (15) minute paid rest period during each one-half shift. The rest period shall be at the preference of the employee. If more than one employee has a similar preference a bona fide operational need would limit the number of employees who could take a rest period at that time occurs, seniority shall determine who obtains their first preference.

Section 4. Shift Bonus.

Employees working a regular scheduled shift of 3:00 p.m. - 11:00 p.m. or 11:00 p.m. - 7:00 a.m. shall receive a shift bonus in the amount of thirty-five (35) cents per hour.

Section 5. Overtime.

It is recognized that in addition to the normal workday and workweek set forth in Section 2 above, an employee may be required to work such additional time as is necessary in the judgment of the Employer to serve the citizens of the City.

In the event an employee is required to work in excess of eight (8) hours in any workday or on a sixth (6th) consecutive workday in any workweek he/she shall receive time and one-half (1 1/2) pay for all hours worked on such day. A minimum of two (2) hours of overtime will be paid to any employee required to work beyond the end of his/her normal shift in accordance with this Section and Section 7 of this Article.

An employee shall receive double time pay for all hours worked if scheduled to work on a holiday, Sunday (unless a regular scheduled workday) or on the seventh (7th) consecutive workday in any workweek.

In lieu of payment for overtime, employees may elect to earn up to a maximum of one hundred and twenty (120) hours of compensatory time per contract year if they meet the following conditions:

- (1) Compensatory time shall be used in four (4) hour increments.
- (2) Any compensatory time earned in lieu of stand-by pay may be used in one (1) hour increments.
- (3) Compensatory time shall be scheduled a minimum of twenty four (24) hours in advance.
- (4) Employees must convert all overtime worked in a single shift to compensatory time or have all overtime worked in a shift paid out. An employee may not request a portion of a shift of overtime to be converted to compensatory time and a portion to be paid out. An employee may not rescind the election once submitted.
- (5) Compensatory time not used will only be cashed out at the end of the contract year.
- (6) Payment for overtime worked will be assumed unless the employee requests in writing compensatory time within the pay period the overtime was worked.
- (7) Part-time or temporary employees shall not be eligible for overtime unless all full-time employees have declined the shift.

Section 6. Overtime Rotation.

Overtime shall be distributed as equally as practicable among to the employees who normally perform the work. (For example, if Forestry Crew work is to be performed on overtime, all Forestry Crew members shall be offered the opportunity to work before other employees are called out.) Overtime shall be offered on a rotating basis among employees 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 hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to 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 will not be offered to part-time employees unless all full-time employees have declined the opportunity to work a shift.

If an overtime assignment requires an employee to possess specialized skill, training or licensure in order to perform the work, the employer is not required to follow general overtime rotation language. However, the employer shall equitably distribute such overtime assignments based upon seniority among those employees who do possess the necessary specialized skills, training or licensure. Nothing herein is intended to allow the employer to by-pass employees for overtime assignments where they are merely assisting employees who have the necessary specialized skills, training or licensure.

The Dispatcher shall be responsible for logging overtime offered, accepted, refused and employees who attempts were made to contact. An employee who does not respond to an attempt to contact him/her shall be considered as having been offered and refused the overtime. Such rotation shall not apply to snow removal.

Trouble Spot Drivers that are not on call by the Superintendent or designee, but are call in, may refuse to come in if the driver feels that he/she may not be in compliance with the Drug and Alcohol Testing Policy & Procedures. Such refusal will not subject the driver to discipline.

7:00 A.M. to 7:00 P.M. Driver's Shift – A driver who is called his/her supervisor to report to work more than 4 hours prior to the start of his/her shift, may refuse to come in if the driver feels that he/she may not be in compliance with the Drug and Alcohol Testing Policy/Procedures. Such refusal will not subject the driver to discipline.

7:00 P.M. to 7:00 A.M. Drivers' Shift – When the Superintendent or designee send the 7:00 p.m. to 7:00 a.m. home at 11:00 a.m. for rest and the affected employees are not required return to work for all or part of the shift, such employees will receive eight hours of compensatory time. If the affected employee is required to report back to work, such employee will receive the number of hours in compensatory time between the time off and the time called in. If the affected employee is required to report back to work and fails to return to work, the affected employee shall be required to submit benefit time for the hours the affected employee was sent home for rest.

Section 6a. Snow Removal/Emergency Response/Trouble Spot Drivers.

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

If normal trouble spot drivers are not available for a work assignment, or if they are unable to report to work within forty-five (45) minutes,, the senior, available bargaining unit employee in the same district shall be given the first opportunity to work the assignment. The Employer shall continue the practice of utilizing Trouble Spot drivers, but reserves the right to discontinue the use of Trouble Spot drivers at anytime as part of its management rights.

For safety reasons, a snow removal driver shall not be removed from his/her current district except for a temporary operational need.

Night snow drivers shall not be required to ride along with day snow drivers. The Employer may reassign night snow drivers other duties during day shift hours. Nothing shall prohibit the Employer from assigning a night snow driver from driving a snow plow during day shift hours in the event of a staff shortage.

When the need arises to call in drivers for snow duty or emergency response, they will be called according to seniority in the district where a driver is needed. If calls to all drivers in that district, on the same shift, have been exhausted, drivers in the same district on the opposite shift will be called. If no driver from the specific district responds, calls will then be made in numerical order of districts to drivers on the shift where the work was first needed. For example, if the employer attempts to contact someone from district 2 on the day shift and there is no response, the employer would then contact the next driver in District 2 on the night shift. If no driver is available from either shift from District 2, the employer will then contact the next available driver from district 3 on the day shift and so on in numerical order of districts.

When calling in only one driver (for snow duty) occurs, drivers will be called in based on the 7am or 7pm shift (Ex. 1 if a driver needs to be called in to salt for a water main break and the call comes in at 8pm or later, the opportunity would be offered to someone on the 7pm to 7am night shift). (Ex. 2, if someone is needed for the same reason, but the call comes in at 3am or later, the opportunity would be offered to someone on the 7am to 7pm day shift).

In instances where multiple drivers are needed (for snow duty) when reporting to duty at 3pm or later a driver from the night shift would be called. When reporting for duty at 3 am or later, a day shift driver would be called.

If Employees are sent home and called back into work, Employees working an overnight snow plowing shift will be paid at the appropriate overtime rate of pay for the duration of the shift, minus eight hours of pay at their normal rate of pay for the next day shift, and will be given the following day off with pay for rest. For example, a driver who works overnight for 12 hours would be paid the equivalent of 10 hours of pay at the applicable overtime rate (12 hours at overtime rate = 18 hours of straight time pay, minus 8 hours) and would then receive the following normal day shift as a paid day off for rest. Everyone must turn in an overtime sheet to receive pay, comp, or standby

comp, or otherwise submit the proper documentation in accordance with the City's timekeeping procedures.

When a weather emergency is declared, employees who work an entire shift for three (3) consecutive days without a call-off shall receive compensatory time equal to one day's worth of work.

Section 6b. Barricade Crew.

When barricade work is needed, at least one member of the barricade crew must be certified. Barricade work must first be offered to the established members of the barricade crew. If members of the barricade crew are either unavailable or unwilling to perform the work in overtime situations, such work shall be offered on a rotating basis, in seniority order, to all other bargaining unit employees who have had certified barricade training. If an employee has been performing such work during normal working hours and overtime is needed after the end of the shift, the employee already assigned those duties shall be offered the overtime. If all certified employees refuse the overtime opportunity, nothing shall prevent the employer from mandating employees to perform the needed work in inverse seniority order.

Section 7. Call-In Pay.

A minimum of four (4) hours pay at time and one-half (1 1/2) shall be paid an employee who is called in and works two (2) hours or more prior to the beginning of the regular scheduled work shift, except for prearranged work. The employee will then be paid straight time for the regular work shift.

If called to work less than two (2) hours before the beginning of the regular scheduled work shift, an employee shall receive time and one-half (1 1/2) pay until the regular scheduled work shift. An employee called in to work on Sunday (unless a regular scheduled workday) shall receive not less than four (4) hours pay at double time. An employee called in to work on a holiday shall receive not less than four (4) hours pay at double time. Employees called in to work who complete the job assignment in less than four (4) hours may elect to go home and be paid only for those hours actually worked at the applicable overtime rate.

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

Section 8. Prearranged Work.

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

Section 9. Meal Allowance.

When it is necessary that an employee works for two (2) hours or more after the end or before the beginning of the regular scheduled workday, the employee shall be provided \$18.00 meal allowance at the Employer's expense, which will be included on the employee paycheck.

ARTICLE XVII
ABSENCE, 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 the legitimate 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 Dispatch prior to the date of absence when possible but in no case no later than one-half (1/2) hour prior to the start of the shift, unless exigent circumstances exist. All unauthorized and unreported absences or tardiness shall be considered as without leave and deduction of pay shall be made. Improper or excessive absence without leave shall also be grounds for disciplinary action up to and including discharge. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

ARTICLE XVIII
TEMPORARY ASSIGNMENT

Section 1. Temporary Assignment.

The Employer may temporarily assign an employee to perform the duties of another classification. Temporary assignments shall be first offered to existing crew members within the unit/pyramid. If a crew member waives the opportunity to fill the temporary assignment, it shall then be offered to the next crew member in descending seniority order.

Section 2. Temporary Assignment Pay.

An employee temporarily assigned to perform the duties of a classification at an equal or lower pay rate than his regular classification shall be paid his proper regular classification rate. If the employee is temporarily assigned to perform the duties of a classification having a higher pay rate for one (1) full work day, he shall receive the current hourly rate of pay for the higher classification or five percent (5%) above his current rate of pay, whichever is greater, for each day he is temporarily assigned to the higher classification. The employer agrees not to arbitrarily or

capriciously remove an employee from a temporary assignment for the purpose of avoiding temporary assignment pay.

Section 3. Time Limits.

The time limits for temporary assignment are listed below. The time limits herein may be extended by mutual agreement between the Employer and Council 31.

- a) Up to sixty (60) work days while the vacancy is permanently filled through the bidding process.
- b) While an absent regular incumbent is utilizing sick leave, or other accumulated time.
- c) Up to thirty (30) work days while a regular incumbent is on disciplinary suspension.
- d) The Employer determines that the temporary assignment is no longer necessary.

Section 4. No Automatic Temporary Assignment.

The mere absence of an employee does not automatically entitle another employee to temporary assignment pay.

ARTICLE XIX VACATION

Section 1. Accrual.

Vacation leave shall accrue upon the completion of each month in accordance with the following schedule on the day of the month coinciding with the employee's date of original appointment:

Months of Service	Hours of Accrual Per Month	Days Earned Per Year
0-60	6.666	10
61-180	10.000	15
181-240	13.333	20
241-300	14.666	22
301-Termination	16.666	25

Section 2. Use.

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

For the 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 January 1 and

March 1. Vacation dates shall be granted based on seniority within the unit. Vacation dates chosen by the employee after March 1 shall be on a first come, first serve 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.

Vacation may be taken in increments of not less than four (4) hours at any time after it is earned with a twenty-four (24) hours notice only with the prior approval of the Employer subject to operational requirements. In the event of a bona fide emergency, employees may use up to four (4) hours vacation time with less than a twenty-four (24) hour notice. In the event the employer has reason to suspect abuse, the employer may request proof of the bona fide emergency. In no event will vacation leave in excess of one (1) day be granted with less than five (5) working days notice to the Employer, unless otherwise approved by the Employer. Three times during a calendar year, an employee may request no later than one-half (1/2) hour prior to the beginning of his/her shift the use of one full vacation day, subject to the limitations set forth in paragraph 2 of this Section.

Vacation leave shall not accumulate. Vacation leave earned in one year must be taken by the end of the next succeeding vacation year or be lost.

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

Employees who retire or resign from the service of the Employer shall be compensated for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the Employer in writing. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any employee discharged for cause be compensated for unused vacation.

ARTICLE XX **HOLIDAYS**

Section 1. Number.

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	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Washington's Birthday (President's Day)	
Lincoln's Birthday	Friday Following Thanksgiving
Good Friday	Day Before or After Christmas (as designated annually by City Council)
Memorial Day	Christmas Day
Juneteenth	

Independence Day
Labor Day

Section 2. Work on a Holiday.

An employee required to work on a holiday shall receive, in addition to his regular holiday pay, double time for all hours worked.

Section 3. 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 within the same pay period as the holiday.

Section 4. Eligible for Pay.

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 5. 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.

ARTICLE XXI
LEAVES OF ABSENCE

Section 1. General Leave.

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

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 Department 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 and Medical Leave (FMLA).

Employees who have worked for at least (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), except that an employee may reserve five(5) vacation days, 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. Illness or Injury Leave.

Employees who have utilized all their accumulated sick leave days and have completed an FMLA leave, if applicable, and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted a disability leave. Prior to requesting said leave, the employee shall inform the Employer in writing the nature of the disability and length of time needed for leave. A written statement to that effect shall be provided by the attending physician.

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. The Employer will not arbitrarily deny such leave.

Section 5. Bereavement Leave.

In the event of a death in the immediate family of an employee, (defined as spouse, parents, children, including adopted and step children, brother and sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, step parents or legal guardian), the employee shall be granted up to three (3) consecutive work days leave of absence per occurrence without loss of pay to make necessary arrangements and to attend bereavement services, if any. 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. Employees shall be granted one (1) work day without loss of pay to attend funeral services for the employee's Aunt or Uncle who was a blood relation (subject to verification). 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. Employees may be allowed time off with pay to attend the funeral or memorial service for a co-worker currently employed in the Public Works Department provided that permission is granted by the appointing authority. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need of 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. However, an employee may elect to fulfill such jury service on accrued vacation and personal leave and retain the full amount received for such jury service. 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 vacation or personal leave.

Section 7. Sick Leave.

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 earned. An employee may also use accumulated sick leave for absences due to illness or injury of the employee's spouse or dependent children living in the employee's immediate household if the illness is such that the presence of the employee is medically necessary.

Employees shall start to accrue sick leave from their date of hire, at the rate of one (1) day for each month, and shall accumulate sick leave up to a maximum of three hundred and eight (308) days. This change is for accumulation only and will not apply to retirement payouts designated in subsections (a) and (b) of Article XXI, Section 7.

Sick leave may be taken in increments of no less than one (1) hour increments.

Employees shall not be penalized for reasonable use of sick leave, however, it is the responsibility of each employee requesting sick leave to notify Dispatch one-half (1/2) hour prior to the start of the shift, unless exigent circumstances exist. In the event such notification is not made as required above, the employee's absence shall be considered absent without pay for the entire scheduled shift.

The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested.

An employee who is sick or disabled for three (3) or more consecutive workdays will be required to secure and submit a physician's release certifying that he is fit to return to work before the employee will be permitted to return to work. 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 release procedure.

Effective January 1, 1993, medical verification of illness may be required after seven (7) sick days have been used in a calendar year.

An employee who does not use more than one (1) sick day during a calendar year shall receive two (2) personal bonus days. Employees who have accrued ninety (90) days or more sick leave prior to a calendar year and do not use any sick leave or are not absent without pay during a current calendar year shall be granted five (5) days leave with pay. Said personal bonus days shall be

awarded at the beginning of the next calendar year and must be used by the end of that calendar year. The above benefits shall not be available to employees who quit or who are discharged.

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

After accumulating thirty-two (32) days of sick leave, employees may exchange sick leave 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 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.

Accrued sick leave shall be paid at retirement or death as provided below:

- (a) For sick leave accumulated up to August 31, 1990, any bargaining unit employee or his estate shall be paid upon retirement or death his straight time hourly rate of pay for all sick leave accumulated over 720 hours (90 days x 8 hours = 720 hours), and five-twelfths (5/12ths) his straight time hourly rate for all sick leave accumulated up to ninety (90) days.
- (b) For all sick leave accumulated after August 31, 1990, any bargaining unit employee or his estate shall be paid upon retirement or death fifty percent (50%) of his straight time hourly rate for all sick leave hours accumulated up to a maximum of one hundred eight (180) days. Employees hired on or after October 1, 2015, shall not be eligible for any sick time payout.

Section 8. 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 Illinois Industrial Commission. The employee will receive full time for the day of injury. Employees who become eligible for workers' compensation benefits on or after October 1, 2015, shall not accrue benefit

time while receiving workers' compensation benefits for 30 days or longer, unless specifically awarded pursuant to the Workers' Compensation Act, Award or Settlement.

Section 9. Personal Business Day.

Regular employees who have completed twelve (12) months of service in the unit shall be allowed three (3) personal days with pay. Such personal business days may be used for any personal reason of the employees. Personal days must be taken in no less than one (1) hour increments. Personal days may not be accumulated nor carried over from one contract year to the next.

A personal day off must be scheduled in advance, except in verified emergency situations, with the Superintendent or his designee and may be denied if insufficient employees would, in the judgment of the Superintendent, be available to meet the operating needs of the Department.

No employees shall be eligible for payment of unused personal business days.

Section 10. Leave for Union Office.

The Employer shall grant requests for leaves of absence for not more than two (2) bargaining unit employees at any one time for the purpose of service as AFSCME representatives or officers with the Internationals, State or Local organization of the Union for up to a maximum of two (2) years each, provided adequate notice thereof is given to the Employer and the granting of such leave will not substantially interfere with the Employer's operations. Such leave shall be in increments of not less than one (1) week.

The number and length of such leaves may be increased or decreased by mutual agreement of the parties. Such time off shall not be detrimental in any way to the employee's record.

Section 11. 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 12. 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 provision 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 XIII, Layoff and Recall.

Section 13. Benefit Time Donation.

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

1. Sick time – Employees who have a minimum of 31 days of sick time as of the close of business on the day such days are donated. Employees may donate an unlimited number of sick days but must maintain at least 30 sick days.
2. Vacation days – Employees who have a minimum of 6 vacation days as of the close on the day such days are donated. Employees may donate an unlimited number of vacation days but must maintain at least 5 vacation days.
3. The employee receiving donated benefit time may not use that time for anything other than sick leave, regardless of how the time was originally categorized prior to the donation.
4. Employees who wish to donate days must complete a time off request form indicating the type of leave, number of days donated, and designate the days as a donation.
5. Donated sick days will not be considered when determining an employee's eligibility for the bonus days under Chapter 36, Employment Policies.
6. Donated days not used by the recipient shall be credited back to the donor in the inverse order in which they are donated.
7. An employee wishing to receive donated time must be eligible for FMLA and must exhaust all of their own benefit time before becoming eligible to receive donated time.
8. Employees that have given notice of leave, resignation, or retirement are ineligible to make donations.

Section 14. Maternity/Paternity/Adoption Leave.

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

- (1) All employees must complete the "Certification of Pregnancy and expected Due Date Form" during the first two trimesters (26 weeks). Employees must have the form signed by their physician and return it to human resources no later than the 26th week of pregnancy.
- (2) Employees who adopt children will be eligible for this time if documentation relative to the adoption (court records, adoption agency forms, attorney briefs, etc.) are provided to human resources immediately upon its availability to the adoptive parent(s).
- (3) This paid maternity/paternity/adoption time is limited to one per employee, per year.
- (4) If both parents are eligible employees and work in the same department, the time off must be staggered in order to avoid any possible disruptions in office operations.

Section 15. Paid Leave for All Workers Act.

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

ARTICLE XXII

SAFETY

Section 1. General Statement.

The Employer agrees to make reasonable provisions in accordance with applicable law for the safe and healthful workplace for employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the City.

Section 2. Tools & Equipment.

The Employer agrees to furnish major tools and equipment required to carry out the duties of each position. Employees are responsible for reporting missing tools and any unsafe condition, and for properly using and caring for any tools and equipment furnished by the Employer.

Section 3. Protective Clothing.

Protective wearing apparel required by the particular nature of a job assignment shall be provided by the Employer. The Employer shall furnish all necessary protective clothing such as rain boots, raincoats, rain hats, safety vests and gloves (winter gloves shall be a minimum of 100 gram insulated). Each contract year, the Employer shall furnish five (5) short-sleeved and five (5) long-sleeved t-shirts. Employees may choose between wearing ANSI Class II type shirts or plain neon green pocketed t-shirts. Employees choosing non-ANSI Class II t-shirts must wear a reflective vest over the t-shirt. Employees may choose between receiving five (5) long-sleeved t-shirts or a winter coat or jacket. The Employer will ensure that t-shirts will be available for employees to try on, prior to orders being placed.

The City will provide two (2) pair of saw pants to members of the tree crew. Said pants shall be replaced at no cost to the employee as needed.

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

*Jeans (11 oz. or heavier) or current work pants (any color).

*Knee length short pants may be worn by employees from Memorial Day through Labor Day. Employees electing to wear short will be limited to purchasing shorts from a list provided by the employer from a uniform provider. Any employee required to operate a chain saw or weed eater or on a solid waste crew will not be allowed to wear shorts. Employees electing to wear shorts must keep a pair of jeans or work pants at the job site at all times.

*All employees covered under this Agreement shall be required to furnish and wear safety boots with steel or composite toed reinforcement, and Carhartt (or equivalent) coveralls as winter and/or protective wear. Beginning June 1, 2025, employees required to wear safety boots, including TDL-Hire-in, TDL, Senior TDL, and Forman, will be given a \$250 allowance each year on June 1st for the purchase of safety boots.

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

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

The City will compensate employees \$400.00 per year for these items. Any employee absent for more than 30 days or longer in the previous contract year shall have this amount prorated.

Safety lens eyeglasses will be provided or replaced as per current practice. For non-prescription safety glasses, employees will receive up to two (2) frames per year with lenses replaced on an "as needed" basis as determined by the Employer.

Prescription safety glasses will be provided or replaced by a vendor selected by the Employer. Employees who elect to use a different vendor will purchase their own frames and the Employer will provide a reimbursement of up to two-hundred (\$200.00) dollars toward the cost of prescription safety lenses. One set of lenses may be replaced each year. Additional lenses will be replaced on an "as needed" basis if the lenses have been damaged on the job.

Section 4. Safety Committee.

The parties agree to establish a joint Health and Safety Committee consisting of two (2) employees from the Union and an equal number of representatives of the Employer. If any member of this Committee observes what he believes to be an unsafe or unhealthy working condition, he shall immediately report it to the Supervisor of Safety or the Superintendent. Meetings shall be held in conjunction with the regular Labor-Management meetings provided for in Article VI, Section 5.

Section 5. Commercial Driver's License Requirement.

All employees, except Dispatchers, are required to maintain a commercial driver's license with an air-brake endorsement, subject to the following conditions:

- (a) Employees required to obtain and maintain a CDL will be reimbursed the difference in cost between a CDL and Class D license. Such reimbursement shall be made only after the employee has provided proof of renewal and such reimbursement shall be paid no later than two full pay periods following the provision of proof.
- (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 CDL test and whose C license or temporary permit has expired will be temporarily reassigned as a laborer at \$5.00 less per hour for a maximum of one hundred-fifty (150) days. No more than fifteen (15) employees may be temporarily reassigned at any one time. If during the one hundred-fifty (150) day temporary reassignment the employee still has not received his Commercial Driver's License, they will be placed on layoff for a maximum of thirteen (13) months following the loss of their CDL. If any time during the one hundred-fifty (150) day reassignment or 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 layoff period he may be discharged.

Employees, except those employees serving an original probationary period, whose driver's license has been revoked or suspended and cannot obtain a temporary permit shall also be eligible for temporary assignment and layoff subject to the same conditions as set forth above.

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

Employees who terminate City employment prior to the completion of a three-year period following the receipt of reimbursement shall be required to reimburse the City per the following schedule: Time between Receiving Reimbursement and Terminating Employment Percentage of Reimbursement Required:

- 100% reimbursement - Less than one year continuing employment with City
- 75% reimbursement - One year to two years continuing employment with City
- 50% reimbursement - Two years to three years continuing employment with City
- 25% reimbursement - Three years to four years continuing employment with City
- 0% reimbursement - Over four years continuing employment with City

Section 6. Flagging.

Flagging shall be performed consistent with the standards of the Manual on Uniform Traffic Control Devices (MUTCS).

Section 7. A/V Recording and GPS Tracking.

The Employer will notify the Union and employees prior to installing or implementing any video or audio recording technology, GPS tracking technology, or other surveillance technologies. All employees will receive a briefing on the capabilities and intended use of the technology prior to

implementation. The Union has the right to bargain over new technology or the upgrade of existing technology.

The parties agree that the intent of any such technology shall be to enhance operational efficiency and aid in the protection of both employee and Employer property against theft, vandalism, etc. Except where required by law no recordings or data will be made public.

Clearly visible notice will be posted anywhere recording technology is in use, including vehicle interiors. The parties agree that such technology shall not be utilized for the purpose of harassing or simply surveilling the day-to-day activity of employees. It may be utilized to verify the guilt or innocence of an employee accused of misconduct, provided that the video/audio/GPS data is not the sole basis for the charges. In the event such data is utilized to support discipline the Union will be given copies of all pertinent data as well as documentation of what the non-surveillance basis for suspecting the employee of misconduct.

ARTICLE XXIII **INCLEMENT WEATHER**

The decision whether or not employees in the bargaining unit will work at temperatures twelve (12) degrees Fahrenheit or below according to the Weather Channel will be made by the judgment of the Superintendent upon conferring with the designated Union representative. No employee will be required to perform work outside of a truck in temperatures lower than 12 degrees Fahrenheit except for the shoveling of downtown sidewalks and emergencies as determined by the Employer.

ARTICLE XXIV **GROUP HEALTH INSURANCE**

Section 1. Group Health Insurance Plan.

Employees in the bargaining unit shall be provided with a group health and life insurance plan selected by the City covering employees and dependents and shall receive the same insurance benefits at the same premium levels as any other city employee. The parties agree to the Joint Labor Management Health Care Committee Agreement regarding insurance benefits per the terms of said Agreement.

If the City provides a dental insurance plan to any group of City employees, the plan shall also be made available to the bargaining unit at the same premium level.

Section 2. Miscellaneous.

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

ARTICLE XXV

WAGES

Section 1. CDL Pay.

Employees who are assigned to operate a vehicle requiring a Class "A" CDL will receive an additional \$1.50 per hour for the day he/she is assigned. However, if the employee takes part of the day off, he/she will be paid the additional \$1.50 for actual hours worked. An employee assigned for the remainder of the day will receive \$1.50 only for hours spent operating said vehicle.

Section 2. General Wage Increases.

Wages for all bargaining unit employees for the duration of the Agreement are as follows:

General Increases – See Appendix A

Effective June 1, 2025 the pay rates for all bargaining unit classifications and steps shall be increased by \$1.00.

Effective June 1, 2026 the pay rates for all bargaining unit classifications and steps shall be increased by \$0.75.

Effective June 1, 2027 the pay rates for all bargaining unit classifications and steps shall be increased by \$0.75.

Effective June 1, 2028 the pay rates for all bargaining unit classifications and steps shall be increased by \$1.00.

Section 3. Longevity.

Effective June 1, 2020, Employees who complete 15 years of service in the bargaining unit shall receive an additional \$0.50. Employees who complete 19 years of service in the bargaining unit shall receive an additional \$0.50. Employees who complete 25 years of service in the bargaining unit shall receive an additional \$1.00 for a total of \$2.00 per hour longevity increase.

Section 4. Hazard Pay.

Employees assigned to the "in hole" sewer crew or to the aerial boom on the tree trimming crew shall receive one dollar and fifty cents (\$1.50) per hour.

Section 5. Additional Premiums.

1. Tanker Endorsement – Employees who are regularly scheduled as Vector Truck drivers and carry a tanker endorsement shall receive an additional \$1.50. Employees who are temporarily assigned as a Vector Truck driver shall receive the additional \$1.50 for all hours worked. (non-compounding).

2. Weed Spraying/Root Foaming – An additional \$1.00 an hour shall be paid to up to three (3) employees during the summer months as defined under Article XVI, Section 1, to Public Works Garage employees, and a full day for every spraying individual instance of spraying outside of summer months for those employees. An additional \$1.00 an hour shall be paid to up to two (2) employees during the months of September through December for employees performing root foaming.

Supervisor Inclusion/Title Adjustment

It is agreed to by the parties that any employee currently employed who leaves the bargaining unit for any reason shall not alter the schedule or rates of pay agreed to by the parties. The parties also agree if a new bargaining unit employee is hired into the title of supervisor, their rate of pay shall be at the lowest rate of pay at the time for the classification.

Direct Deposit:

Effective January 1, 2016, all employees' paychecks shall be issued through direct deposit.

No Pyramiding:

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

ARTICLE XXVI RESIDENCY

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

ARTICLE XXVII 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 local ordinance or the final order of judgment of any court having jurisdiction over the parties.

Section 2. Partial Invalidity.

If any provision of this Agreement should be rendered or declared unlawful, unenforceable or not in accordance with applicable statutes 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 XXVIII
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 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.


ARTICLE XXVIII
TERMINATION

This Agreement shall be effective as of the first day of June 2025, and shall remain in full force and effect until the 31st day of May 2029, unless either party shall notify the other in writing no earlier than one hundred twenty (120) 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 said notice. This Agreement shall remain in full force and effect during the period of negotiations until a fifteen (15) day notice of termination of the Agreement is provided to the other party.


IN WITNESS HEREOF, the parties hereto affix their signature this 8 day of 12, 2025.

For the City:

For the Union:



Mayor Misty Buscher



AFSCME Council 31

12/12/25

Date

12/8/2025

Date



Ty Conseti



Aaron Pearl



Bob Collins

APPENDIX A – WAGES

	\$1.00	\$0.75	\$0.75	\$1.00
<u>Title</u>	<u>6/1/2025</u>	<u>6/1/2026</u>	<u>6/1/2027</u>	<u>6/1/2028</u>
TDL Hire-in	\$21.71	\$22.46	\$23.21	\$24.21
TDL Hire-in 2nd Year	\$23.36	\$24.11	\$24.86	\$25.86
TDL	\$26.37	\$27.12	\$27.87	\$28.87
Senior TDL	\$32.78	\$33.53	\$34.28	\$35.28
Dispatcher	\$32.33	\$33.08	\$33.83	\$34.83
Public Works Foreman**	\$36.00	\$36.75	\$37.50	\$38.50
Lead Foreman	\$37.36	\$38.11	\$38.86	\$39.86
Senior Day Dispatcher	\$35.76	\$36.51	\$37.26	\$38.26
Public Works Supervisor	\$42.94	\$43.69	\$44.44	\$45.44

*Employees who complete seven (7) Years as a TDL shall be moved to the classification of Senior TDL.

**Public Works Foreman rate adjustment to \$36.00, effective June 1, 2025, in lieu of additional \$.75 increase, previously agree to take place on September 1, 2026.

APPENDIX B – DRUG TESTING

Policy Statement

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

Definitions

- A. "Drug(s)" shall mean any controlled substance listed in the Illinois Compiled Statutes, Chapter 720, Act 570, known as the Controlled Substances Act, for which the person tested does not submit a valid prescription. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. For the purposes on Random Drug Testing only, "drugs" shall mean:
- Amphetamines
 - Cocaine
 - Marijuana
 - Opiates
 - PCP
 - 6-Acetylmorphine
 - Ecstasy
 - Oxycodones
 - Semi-Synthetic Opiates
- B. "Impairment" due to drugs shall mean a condition in which the employee is unable to properly and safely perform his/her duties due to the effects of a drug in his/her body. Where impairment exists, incapacity for duty shall be presumed.
- C. "Positive Test Results" shall mean a positive result on both an initial screening test and confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative, and no action will be taken. A positive confirming test result is one where the specimen tested contained drug or drug metabolite concentrations

at or above the concentration level specified in the Section outlining Drug Testing Standards below.

- D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug for which a valid, prescription cannot be documented, which results in evidence of impairment while on duty.
- E. The term "employee," for the purposes of this article only and not for any other collective bargaining language purpose, shall include all employees covered under AFSCME Local 337.
- F. The term "refusal" shall mean an employee's unwillingness to submit to testing, including an inability to provide a urine specimen within twenty-four (24) hours of a proper request to provide said sample, unless the employee can supply a credible medical excuse for the inability to supply a urine specimen.

Administration of Tests

A. Educating Employees Regarding Drug Testing

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

B. Reasonable Suspicion Testing

- 1. Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the abuse of drugs. Reasonable suspicion will be based upon the following:
 - a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs; and/or
 - b. Information provided by an identifiable (including name), reliable and credible source, which can be independently corroborated. Information has to be given to the individual or his designee.

2. Where there is reasonable suspicion that an employee is under the influence of drugs or there is evidence of impairment while on duty, that employee may be required to report for drug testing. The Director or Human Resources shall determine if reasonable suspicion exist.

3. Alcohol Testing

Except where required by federal law or DOT regulations, a CDL required employee shall be tested for alcohol only if reasonable suspicion has been established as outlined under "Reasonable Suspicion Testing." Failure by the employer to do so shall negate any adverse action taken against the employee regardless of the outcome of any test.

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

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

Any CDL required employee who tests higher than .025 but less than .04 shall cause the employee immediately from driving for at least 24 hours. If the employee cannot perform any non-safety sensitive task or function due to unavailability, that employee will be placed on unpaid administrative leave until the 24 hour period ends. CDL required employees with a .04 or higher shall be subject to the disciplinary process as outlined in this article.

C. Random Drug Testing

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

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

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

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

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

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

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

7. (a) Initial Screening Test Standards

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

Amphetamines 500 ng/ml

Cocaine metabolites 150 ng/ml

Marijuana metabolites 300 ng/ml

Opiate metabolites 2000 ng/ml

Phencyclidine 50 ng/ml

6-Acetylmorphine 10 ng/ml

Ecstasy 500 ng/ml

Oxycodones 100 ng/ml

Semi-Synthetic Opiates 500 ng/ml

(b) Confirmatory Test Standards

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

Amphetamines:

Amphetamine 500 ng/ml

Methamphetamine 250 ng/ml

Cocaine metabolites** 150 ng/ml

Marijuana metabolites* 150 ng/ml

Opiates:

Morphine 2000 ng/ml

Codeine 2000 ng/ml

Phencyclidine 40 ng/ml

D. Testing Procedure (for both Reasonable Suspicion and Random Testing)

1. This section shall be the procedure for both drug testing under Reasonable Suspicion and Random drug testing.
2. When an employee is ordered to submit to testing (other than random), the Employer shall provide the employee with a written notice of the order prior to testing. The written notice shall set forth all of the objective facts and the reasons for the order to test.
3. The employee shall be permitted to consult with a representative of the Union at the time the order is given. The testing procedure shall not be delayed more than ninety (90) minutes due to the unavailability of a Union representative.

4. A refusal to submit to such testing shall be considered a positive test result, which can result in a disciplinary action up to and including discharge. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have.
5. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
6. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, maintains confidentiality, and preserves specimens for a minimum of twelve (12) months.

At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

7. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee.
8. Collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security to the sample and its freedom from adulteration. Employee's shall not be witnessed by anyone while submitting a sample.
9. Confirm any employee who tests positive in the initial screening for drugs by testing the second portion of the same sample via gas chromatography, plus mass spectrometry (or "GC/MS") or the equivalent or better scientifically accurate and accepted method that will provide quantitative data about detected drug or drug metabolites;
10. Provide the employee tested with an opportunity to have the additional sample tested by an NIDA accredited clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense;
11. Provide each employee tested, upon written request, with a copy of all written information and written reports received by the Employer in connection with the testing and the results;
12. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure

where the employee's re-assigned is required. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;

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

E. Post Accident Drug Testing

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

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

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

Drug Testing Standards (for Reasonable Suspicion)

A. Initial Screening Test Standards

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

Initial Test Level

Amphetamines:

Amphetamine 500 ng/ml

Methamphetamine 500 ng/ml

Cocaine metabolites 150 ng/ml

Marijuana metabolites 150 ng/ml

Opiate metabolites:

Morphine 2000 ng/ml

Codeine 2000 ng/ml

6-Acetylmorphine 100 ng/ml

B. Confirmatory Test Standards

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

Confirmatory Test Level

Amphetamines:

Amphetamine 500 ng/ml

Methamphetamine 500 ng/ml

Cocaine metabolites 100 ng/ml

Marijuana metabolites 150 ng/ml

Opiate metabolites:

Morphine 2000 ng/ml

Codeine 2000 ng/ml

6-Acetylmorphine 10 ng/ml

C. Changes in Test Standards

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

Right to Contest

The Union and/or the employee shall have the right to file a grievance concerning any test permitted by this Agreement. Any re-testing of samples by the Union and/or employee shall be

at their expense. If re-testing shows a negative result, then the Employer will reimburse the employee for the expense of re-testing.

Voluntary Request for Assistance

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

Discipline

If an employee has positive results from a drug test he/she will undergo professional consultation and evaluation then undergo and complete treatment as prescribed by that professional; however, if the positive result follows a tests administered after an accident with fatalities said employee will be discharged. In all other cases involving a positive result, the employee shall receive a ten (10) business day suspension.

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

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

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

Duty Assignment

The nature of the EAP or treatment program allows the employee to continue to work during treatment, the Employer may maintain the individual's previous employment status. If an employee participates in an inpatient program, which precludes continued employment, the employee shall be granted a leave to do so. At the end of such leave, the employee shall be

returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.

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

Confidentiality of Test Results

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

Confidentiality:

Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the Medical Review 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.

Meetings

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