

LABOR AGREEMENT

BETWEEN

THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN, AND
HELPERS OF AMERICA

TEAMSTERS LOCAL 916 &
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES

JULY 1, 2023 THROUGH JUNE 30, 2026

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PREAMBLE

This Agreement is entered into between the City of Springfield, Office of Public Utilities (hereinafter referred to as the "Employer"), and General Teamsters Professional-Technical Employees Local Union No. 916, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (hereinafter referred to as the "Union") pursuant to an election conducted by the State Board of Labor on June 26, 1985 in which employees chose representation by the Union.

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

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

Effective upon the signing of this Agreement, persons classified in positions covered by this Agreement shall begin working under the terms and conditions of this Agreement. In no case shall any of the terms and conditions of this Agreement be retroactive beyond the date of the signing of this Agreement unless otherwise negotiated by the Union and City and expressly set forth in writing in this Agreement.

The Union shall indemnify and save harmless the Employer and its officers, agents, and employees against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Union, its officers, agents and employees in the course of or for the purpose of complying with the provisions of this Agreement.

ARTICLE I RECOGNITION

Section 1. Employer recognizes Union as the exclusive bargaining representative of the persons employed by the Employer in the following job titles:

Utility Security Sergeant
Utility Security Officer
Utility Security Guard

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

Section 2. Employer recognizes Union for purposes of bargaining for the covered employees with respect to wages, hours, and other conditions of employment.

ARTICLE II MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the Employer; 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 relocate or transfer work and maintain efficiency, provided such actions of the Employer do not conflict with the provision of this Agreement.

Section 2. Nothing in this Agreement shall be construed as a delegation to others the authority conferred by law on the Employer, or in any way abridging or diminishing such authority. Nothing contained herein shall infringe upon or diminish the lawful authority of the Civil Service Commission.

ARTICLE III NO STRIKE/NO LOCKOUT

Section 1. Commitment. Union, its officers, staff, members, and any employees covered by this Agreement shall not call, institute, authorize, participate in, sanction, encourage, or ratify any strike activity, work stoppage, or picket Employer to cause a work stoppage or engage in any other concerted activity to cause any person to interfere with Employer's operations, activities, or fulfillment of Employer's mission, in whole or in part, for any reason. Additionally, any employees covered by this Agreement shall not refuse to cross any picket line regardless of who established or for what purpose the picket line is established. During the term of this Agreement, neither Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2. Penalties. Any employee covered by this Agreement who violates the prohibitions of Article III, Section I, shall be subject to immediately disciplinary action which may include discharge for such activity.

Section 3. Resumption of Operations. In the event of action prohibited by Article III, Section I, Union immediately shall publicly disavow such action and request the offenders to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

ARTICLE IV NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, race, color, creed, national origin, political affiliation (or lack thereof), marital status, or physical or mental handicap. All references to employees in the Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 2. Equal Employment/Affirmative Action. The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

ARTICLE V UNION DUES UNION RIGHTS

Section 1. Union Dues. The Employer shall deduct Union dues and initiation fees and transmit the same to the Local Union. ALL employees covered by the terms of this Agreement who have signed Union dues checkoff cards for Teamsters 916 prior to the effective date or who signed such cards after such date shall only be allowed to cancel within the prescribed procedures of the union's constitution and the Collective bargaining agreement.

Section 2. D.R.I.V.E. Checkoff. The Employer agrees to deduct from paychecks of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck weekly.

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

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

Section 3. Notification. At least once each month and no more frequently than each payroll period, the Employer shall provide the Union with a list in an Excel file or other mutually agreed upon editable digital file format of all bargaining unit employees within the security unit. Where such information is readily available, the list shall include all employees and job title; position/identification number, work location, home address, step if applicable, pay rate, date of hire.

Within ten (10) calendar days from the date of hire of a bargaining unit employee, the Employer shall provide to the Union, in an electronic file or other mutually agreed upon format, the following information about the new employee: the employees' name, job title, work location, pay rate, step if applicable, home address and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

The Union shall use the list exclusively for bargaining unit purposes and shall not disclose any information contained in the list for any other purpose.

Section 4. Time Off for Union Activities. Subject to the approval of the employee's supervisor outside of the bargaining unit after providing appropriate documentation, local Union representatives (stewards) shall be allowed time off without pay for legitimate Union business such as Union meetings, trainings or conferences, State or area wide Union committee hearings, or State or International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off it does not interfere with the operating needs of the Employer. Such time off shall not exceed two (2) workdays cumulatively during the term of the Agreement. The employee may utilize any accumulated time (compensatory, personal, vacation days) in lieu of taking such without pay subject to the Employer's processes for taking such time off.

Section 5. Union Orientation. The Union shall be allowed, on the day of CWLP orientation, to conduct Union orientation for all new hires covered by this Agreement. The Union shall receive advanced notice of orientation. Said orientation will be on the Employer's premises and on paid time. Union orientation shall be no more than one (1) hour.

ARTICLE VI HOURS OF WORK

Section 1. The Work Day. The regular work day shall consist of eight and one-half (8-1/2) consecutive hours of which eight (8) hours are worked with an unpaid thirty

(30) minute meal break during each tour of duty to be taken midway during the tour of duty when possible.

The regular work day for Utility Security Guards assigned to buildings on a continuous eight (8) hour basis will work an eight (8) hour day with lunch while on duty to be taken midway through the tour of duty. Individuals filling in for Utility Security Guards shall work the hours noted above. Nothing herein shall prevent the employer from assigning a guard to the Utility for part of a shift based upon operational need as long as the guard has been properly trained for Security Officer duties. The guard shall receive officer pay during the period of such assignment.

All shifts' schedules shall be as follows for Security Guards:

7am – 3pm
3pm – 11pm

All shift schedules shall be as follows for Security Officers:

6:45am – 3:15pm (day shift)
2:45pm – 11:15pm (evening shift)
10:45pm – 7:15am (night shift)

Section 2. The Work Week. This section is intended to define the normal hours of work per day or per week and, in the event of layoff, shall not be construed as a guarantee of hours of work per day or per week or a guarantee of days of work per week. The work week is defined as reoccurring periods of forty (40) hours in which the employee is at work for five (5) work days of eight and one-half (8 1/2) hours each with two (2) days off. The work week shall begin at 6:45 a.m. Sunday morning and terminate at 7:15 a.m. the following Sunday morning. An employee's work week consists of forty two and one-half (42 1/2) hours of which forty (40) are worked.

Section 3. Overtime. Overtime is defined as that time authorized to be worked and actually worked in excess of eight and one-half (8-1/2) hours in any day, or in excess of forty-two and one-half (42-1/2) hours within any work week as defined in the section of this article above.

Section 3a. Notification of overtime work shall be given as far in advance as possible. If City Water, Light & Power calls an employee and cancels pre-arranged overtime work during the ten (10) hours immediately preceding the time scheduled for such work to commence, two (2) hours of straight time pay shall be paid the employee.

Section 4. Breaks. When possible, employees shall be permitted two (2) fifteen (15) minute breaks during each tour of duty to be taken approximately midway during the first half of their tour of duty and midway through the second half of their tour of duty; such time shall be considered work time.

In the event that either fifteen (15) minute break cannot be taken midway through the first half of their tour of duty or the second half of their tour of duty due to operational conditions, that employee may be allowed to extend his thirty (30) minute meal break by that break which was not available or canceled whether it be one break or both breaks; but such time shall not exceed thirty (30) additional minutes as determined by the Chief of Security or his designee.

Section 5. Shift Exchange. The Employer may grant the request of two (2) employees to exchange full shifts or full days off, or for one employee to work a full shift in lieu of another provided they are of the same rank and provided seventy- two (72) hours advanced written notice is given. Such notice shall specify the shifts that are being exchanged. The substituting employee shall be responsible for failing to work as agreed. No exchange will be allowed if the same would result in an employee working a double shift or not having at least one day off in a seven (7) day period. Such exchange shall not create any additional overtime or premium pay obligation upon the Employer.

ARTICLE VII PREMIUM PAY

Section 1. All employees shall be paid at the rate of time and one-half for all overtime unless specified otherwise. All overtime work on employee's Sunday and holidays shall be paid at the double time rate. The employee's Sunday shall be defined as the second scheduled day off during the employee's work week. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable. The employer shall establish a running list of overtime for monitoring purposes which shall be maintained by the shift sergeants and reviewed by the Chief of Security or his designee. Employees who do not report for scheduled overtime will be subject to disciplinary action, up to and including discharge.

The running list shall be maintained by class (Sergeant, Officer, Guard) and the call will be from the fewest charged overtime hours ascending to the most charged overtime hours within class. This list shall be updated once a week after the last shift on Saturday (3pm – 11pm).

Charged hours are the actual OT hours worked or OT hours turned down as follows. Employees called prior to the start of their next regularly scheduled shift for emergency work or to pre-arrange work when they are off for bonus, personal, compensatory, or vacation, or paid bereavement leave will not be charged on the overtime list if they decline or do not answer. Employees shall not be called for emergency overtime or to prearrange work until their next regularly scheduled shift when they are off for FMLA, sick, duty disability, or unpaid bereavement leave and will be charged appropriately on the overtime list for these hours.

Overtime Call Out Procedure

The Sergeant on shift shall get approval from the Chief of Security or his designee prior to calling for overtime. If an employee does not answer and does not return the call within 15 minutes, the employee will be deemed to decline the offer of overtime and will be charged accordingly. If the overtime call is four (4) hours or less than the start of the overtime shift, there will not be a 15-minute waiting period. One call is made and if there is no answer the employee will be charged accordingly and immediately move to the next employee on the list. After 16 consecutive hours the employee shall have a minimum of eight (8) hours rest prior to returning to work. Employees will be paid double time until released from work, and If employee is called back prior to having eight (8) consecutive hours of rest, the employee shall continue to be paid double time. All employees shall be available for work during the rest period. Except in the case of extreme emergencies, employees who have worked sixteen (16) or more consecutive hours shall relinquish their rights to overtime until they have received eight (8) hours of rest.

Sergeant

1. Call the Sergeants off in order, beginning with the fewest overtime hours on the list.
2. Call the remaining Sergeants in order, beginning with the fewest overtime hours on the list.
3. Split the shift with the Sergeants working before and after the overtime shift. If one Sergeant declines, the other Sergeant can accept the whole shift.
4. The senior qualified Officer regularly assigned on the shift will be Acting Sergeant and the overtime will be by the Officer overtime procedure.

Boating Sergeant

A separate list will be maintained for the qualified Boating Sergeants and will follow the same procedure as Sergeant.

Officers

1. Call the Officers off in order, beginning with the fewest overtime hours on the list.
2. Call the remaining Officers in order, beginning with the fewest overtime hours on the list.
3. Split the shift with the Officers working before and after the overtime shift. If one Officer declines, the other Sergeant can accept the whole shift.

4. Call the Sergeants off in order, beginning with the fewest overtime hours on the list.
5. Call the remaining Officers off in order beginning with the fewest overtime hours on the list.
6. Call the Guards (if qualified) off in order, beginning with the fewest overtime hours on the list.
7. Call the remaining Guards (if qualified) in order, beginning with the fewest overtime hours on the list.

Guards

1. Call the Guards off in order, beginning with the fewest overtime hours on the list.
2. Call the remaining Guards in order, beginning with the fewest overtime hours on the list.
3. Split the shift with the Guards working before and after the overtime shift. If one Guard declines, the other Guard can accept the whole shift.
4. Call the Officers off in order, beginning with the fewest overtime hours on the list.
5. Call the remaining Officers in order, beginning with the fewest overtime hours on the list.
6. Call the Sergeants off in order, beginning with the fewest overtime hours on the list.
7. Call the remaining Sergeants off in order beginning with the fewest overtime hours on the list.

Section 2. Holiday Pay. Employees required to work holidays shall be compensated at the double time rate for the hours worked on that holiday. Additionally, employees required to work on a holiday shall be paid their regular holiday pay and shall have the choice of compensation in holiday pay or receive equal hours in compensatory time for that day, unless the employee is temporarily assigned as provided for in Article VII, Section 2.

Section 3. Pyramiding of Premium Pay. Premium pay shall be defined as any pay over and above the regular rate of pay for an employee within a certain classification. In no case shall premium pay be allowed to pyramid; for example, an employee working at the double time rate shall not be paid time and one-half that rate (i.e., triple time) for all hours over eight (8) in the workday. No provision of this

Agreement shall be applied or interpreted to allow any employee to earn more than one rate of premium pay for any period of time worked.

An employee who is scheduled to work a holiday and when that holiday would be his regularly scheduled day to work shall receive the shift differential rate of pay allowed that shift. Those shifts being 2:45 PM - 11:15 PM (3.5% of the hourly rate) and 10:45 PM - 7:15 AM (5% of the hourly rate).

Section 4. Call-back Pay. Employees who are called back to work by the Employer after they have completed their regular shift shall receive a minimum of two (2) hours pay at the double time rate, or a (4) four hour minimum. The two (2) hour minimum shall not apply to holdover overtime.

Section 5. Temporary Assignment. Ability, qualifications and work record being equal, an employee having greater seniority within his bargaining unit shall have preference where promotions are concerned. Ability, qualifications and work record being equal, an employee also shall be entitled to relieve another employee doing similar type work with less seniority.

The temporary position of acting shift Sergeant which occurs during the absence of the regular shift Sergeant shall be awarded to the most senior qualified Security Officer, provided there is a sufficient number of employees on shift to meet minimum staffing. Otherwise, the overtime will be filled from overtime list/procedure of the position where the vacancy occurs. In the absence of the shift Sergeant, the acting shift Sergeant will receive the regular base rate of pay for a Sergeant, on the applicable compensation schedule reflected in Appendix A (e.g., employed before December 1, 2015; employed after December 1, 2015).

An employee placed on temporary assignment to a higher paid classification shall receive the established base rate of pay for the higher classification on the applicable classification schedule reflected on Appendix A, e.g. employed before December 1, 2015; employed after December 1, 2015. Employees placed on temporary assignment to a lower paid classification, shall suffer no reduction in wages during such temporary assignment. No employee should be retained in a lower paid classification longer than necessary. Wherever possible, the lower paid classification should be filled by someone for training purposes or rotated by other qualified people. Except during the posting period, temporary job assignments shall not be made to fill permanent vacancies.

The Employer shall have the right to temporarily assign employees for a period of up to thirty (30) workdays for special events. (e.g., public figure visits. The Employer shall have the right to temporarily reassign officers from one shift to a vacancy on another shift for an extended period of time in the event of lack of staffing to staff a shift or for other legitimate reasons.

The Employer will seek volunteers first before forcing an employee, absent reasons to move a particular employee. Forces shall be from the classification at issue based on seniority.

This is not intended to limit the Employer's right to determine the number of employees to be assigned to a particular shift.

The Employer shall provide a minimum of seven (7) days' notice to the employee affected by the change provided the Employer has such notice. Otherwise, the Employer shall notify the employee as soon as the need is known.

The foregoing shall not in any way limit the Employer's rights as to the Relief Pool.

ARTICLE VIII SENIORITY

Section 1. After six (6) months of continuous employment, seniority shall be recognized for employees within the Security Division.

Section 2. Not later than five (5) days after a vacancy occurs within the Security Division and the Employer intends to fill that vacancy, the vacancy shall be posted for five (5) working days by the Division Head and all employees within that division shall be permitted to bid on same. Ability, qualifications, seniority and work record shall be judged by the Employer and the union in the absence of a promotional-type Civil Service-type examination. Sixty (60) days shall be considered a break-in period. During this sixty (60) day period, work will be evaluated by management and union. Management has the right to return the employee to his previous classification and the job rebid. Employees covered in this Agreement shall have the right to a hearing in the manner herein set forth on differences of opinion as to the competency of employees filling a new position or vacancy, discipline administered, lay-off, discharge, or questions regarding seniority.

Section 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.

Section 4. The Union recognizes the right of the Employer, at its sole discretion, to lay off employees for legitimate, non-discriminatory reasons such as: lack of funds, lack of work or material reorganization. The Employer agrees to provide a notice of layoff to the individual employee and Union twenty (20) calendar days prior to the effective date. Prior to the effective date of the layoff, the Employer will meet and confer with the Union to negotiate the impact of any proposed layoff and to determine whether there are any economically feasible alternatives to the planned layoff. Layoffs shall be by seniority with the bargaining unit, beginning with the employee with the least seniority.

Section 5. The recall period for employees on layoff status in this bargaining unit shall be for a thirty-six (36) month period. An employee on layoff with the greatest seniority in the bargaining unit shall be recalled to work first. An employee returning from layoff must be physically able to perform the assigned work.

Section 6. Seasonal employees may be used to perform dispatch duties and other traditional duties within the security area during emergencies, operational needs or during training. It is also recognized that these seasonal employees will not be used as noted above under conditions of bargaining unit employees lay-offs. No bargaining unit employees will be laid off until all seasonal and temporary employees in the Security Section have been terminated.

Section 7. Shift Selection

Section 7a. Applicable Dates. Shift selection will be held every two (2) years on November 1st beginning on November 1, 2025. Assignments pursuant to shift requests will take effect on January 2nd of the new calendar year.

Section 7b. Eligibility, Participation and Manning. Shift selection shall occur as follows:

1. All Sergeants will select shifts based on seniority.
2. All officers will select shifts by seniority.
3. All guards shall select shifts by seniority.

A probationary employee or employee in a break in period will not be allowed to participate in shift selection until the completion of his/her probationary period.

Total years of employment service in the bargaining unit shall be used for the purpose of bidding, except for the following exception: Any employee moving to a different classification (either promotion or demotion) shall be considered the lowest

seniority person for bidding purposes until the employee has completed one year in said classification. Following completion of one (1) year of service in the classification, the employee shall be eligible to bid in the next bidding cycle by total years of service in the bargaining unit. If two or more employees are moving into a classification, years of employment seniority shall be the deciding factor.

**ARTICLE IX
SUB-CONTRACTING**

Section 1. It is the general policy of the Employer to continue to utilize the guards to perform work they normally perform and are qualified to perform. The Employer agrees to avoid, insofar as is practicable, the subcontracting of work performed by employees in the bargaining unit. However, the Employer reserves the right to contract out work it deems necessary because of greater efficiency, economy or other related factors.

Section 2. The employer agrees that upon consideration to subcontract any work exclusively performed by the bargaining unit employees it shall provide reasonable advance written notice to the Union, which shall be defined as no less than thirty (30) calendar days, except in emergency situations, prior to the issuance of a request for services be subcontracted.

Section 3. If the Union requests, after receiving notification of said proposed request for subcontracted services(s), the Union will be provided all reasonably available and substantially pertinent information and be granted the opportunity to meet with the Employer for the purpose of reviewing the Employer's contemplated action and proposing alternatives to the contemplating sub-contract. In the event the union does not notify the Employer to schedule a meeting or does not respond to the Employer's notification within thirty (30) calendar days of receiving the notice, the Employer's obligations under this section shall be considered met.

If, subsequent to requested discussions with the union, the Employer decides to sub-contract it will inform the Union of its decision.

**ARTICLE X
APPROVED ABSENCES FROM WORK**

Section 1. Vacation. Hours of vacation accrual according to length of service in the bargaining unit are as follows:

Length of Service		Hrs. of Accrual	Days Eamed
At Least:	But Less Than:	Per Month:	Per Year:
1 Month	8 Years	6.6666	10
8 Years	12 Years	10.0000	15

12 Years	14 Years	10.6666	16
14 Years	16 Years	11.3333	17
16 Years	18 Years	12.0000	18
18 Years	20 Years	12.6666	19
20 Years	22 Years	13.3333	20
22 Years	24 Years	14.0000	21
24 Years	26 Years	14.6666	22
26 Years	28 Years	15.3333	23
28 Years	30 Years	16.0000	24
30 Years		16.6666	25

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

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

Vacation may be taken between an employee's anniversary date and no later than twenty-four (24) months. If an employee does not request and take accrued vacation within such twenty-four (24) month period, vacation earned shall be lost. Vacations can be taken in three (3) periods, with three (3) or more vacation weeks in the calendar year. For vacations, bonus and compensatory time usage, the employee shall give at least twenty-four (24) hours' notice to the employer for 1 day off requests; forty-eight (48) hours notice for 2 day off requests; seventy-two (72) hours notice for 3 day off requests; and ninety-six hours notice for four (4) day off requests. Vacation time shall not accumulate from year to year. To avoid this, management shall assign vacation time to those not requesting certain dates during open periods with due consideration to the employee's preference. The Security operation shall not be jeopardized by allowing too many to go on vacation at one time. If an employee's request is not responded to within two (2) working days, the employee may forward his/her request to the direct report of the Chief of Security. Requests for the use of 5 or more consecutive vacation days based upon seniority must be made between January 1st and January 31st of each year. Responses to requests made between January 1st and January 31st will be made by February 15th.

The Supervisor or Chief of Security in charge, at his discretion, may allow an employee a different division of vacation time if, in his opinion, the employee's circumstances warrant it and will not disrupt operations.

Employees entitled to more than ten (10) days vacation time may elect to work the additional days at the straight time rate of pay plus his vacation pay. His decision to work must be indicated on his vacation slip by his anniversary date. The supervisor, at his discretion, may approve pay in lieu of vacation if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

If the Employer calls an employee back to work in an emergency during his vacation, he shall be paid at the double time rate plus his vacation pay or double time plus the restoration of his vacation time to his vacation bank."

Section 2a. Sick Time. Sick benefits will be paid to employees after six (6) months service as follows: each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% pay per month, including prior service up to a maximum of two hundred sixty-four days is for accumulation only.

It shall be the responsibility of the employee to see that his supervisor is notified of his illness and his inability to work prior to beginning of the work period. If the employee is absent for one or more days, he shall sign an ordinary disability report certifying to the nature of his illness. One copy of this report is placed on file by his supervisor, one copy is referred to the Payroll Department, and a third copy is sent to the business manager of his local union.

If the employee shall be absent on sick leave for three (3) or more consecutive days, he shall furnish a doctor's certificate or other medical practitioner's certificate reflecting the reasons for his absence, stating that the employee was examined and determined to be physically or mentally unable to perform his/her duties on the date(s) in question. When a person has used thirty (30) consecutive days sick leave time to which he is entitled under this contract, all applicable benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time.

This disciplinary procedure will be based on number of instances and not number of days taken. An instance could be as little as one-half day sick time or any unlimited amount of sick time. An instance also could be considered several separate instances related to the same illness or treatment. Progressive discipline may be administered after two disciplinary actions within a six-month period.

6 instances - verbal warning

7 instances - written warning

8 instances - 1 day suspension

9 instances - 5 day suspension

10 or more instances - greater than 5 days suspension or termination.

It is understood that the above disciplinary procedure will be based upon a rotating twelve (12) month period. The twelve (12) month period will move monthly forward following the conclusion of the entire month.

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

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

Section 2b. Insurance and Retirement. Bargaining unit employees shall be provided the same group health and life insurance benefits as all other employees of the City of Springfield at the same premium rate.

The insurance carrier has stated that retirees can be carried under the existing group plans if arranged prior to retirement. Retirees will be responsible for paying their own premiums, but they can be covered under existing group plans.

Section 3. Holidays

Section 3a. The following days are considered holidays:

- New Year's Day
- Martin Luther King's Birthday (on the day the City observes the holiday)
- Juneteenth (effective 2023)
- Lincoln's Birthday
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Section 3b. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above fall on an employee's scheduled day off, he shall receive holiday pay at eight (8) hours.

Section 4. General Leaves of Absences. 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 an additional period not to exceed three (3) calendar months.

Section 5. Military Leave. Military leave shall be granted in accordance with applicable law. An employee who is a member of the National Guard or of a reserve unit of the Armed Forces of the United States will be granted leave for training sessions not to exceed fifteen (15) calendar days provided that notice is given not less than thirty

(30) days before the first day of absence. During annual training, the Employer will pay that portion of the employee's base salary not paid by the military unit.

Section 6. Family Medical Leave. Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

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

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

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

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

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

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

Section 7. Medical Leave. Employees who have exhausted their accumulated sick leave days and have completed an FMLA leave but are unable to report to or back

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

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

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

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

Section 8. Bonus Leave. Employees shall not be compensated for more than two (2) days in any contract year for illnesses which do not require a doctor's certificate. Employees who have accrued thirty (30) days sick leave prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted two (2) days leave with pay to be taken during the first one hundred eighty (180) days of the succeeding contract year. Employees who have accrued sixty (60) days sick leave prior to a contract year and do not use more than one (1) day sick leave or are not absent without pay during the ensuing contract year shall be granted three (3) days leave with pay to be taken during the first one hundred eighty (180) days of the succeeding contract year. Employees who have accrued ninety (90) days sick leave prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted five (5) days leave with pay to be taken during the first one hundred eighty (180) days of the succeeding contract year. Bonus days can be taken a day at a time subject to security management's ability to do the scheduling. Employees who have accrued sick leave at the time of retirement or death shall be granted five (5) days compensation for every twelve (12) days of accrued sick leave up to a maximum of ninety (90) days.

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

Section 8a. Personal Days. Employees shall be granted three (3) personal days per year that may be taken at the employee's discretion. New employees must be on

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

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

Section 9. Funerals. In the event of a death in the immediate family of an employee (defined as spouse, parents, children, including adopted and stepchildren, brother and sister, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law or legal guardian), the employee shall be granted up to three (3) consecutive work days leave of absence per occurrence without loss of pay to make necessary arrangements and to attend funeral services. In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) of the employee's consecutive working days per occurrence. Additional Bereavement Leave, pursuant to the Illinois Bereavement Leave Act, as it may from time be amended, shall be provided."

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

Section 10. Workers' Compensation. Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. Additional compensation to be paid would be in accordance with Ordinance No. 324-5-81 of the City of Springfield, as it may from time to time be amended. Employees who become eligible for workers' compensation benefits on or after July 1, 2015, shall not accrue benefit time while receiving workers' compensation benefits for thirty (30) days or longer, unless specifically awarded pursuant to the Workers' Compensation Act, Award or Settlement.

Section 11. Miscellaneous Time Off

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

Section 12. Compensatory Time. An employee may be granted compensatory time in lieu of overtime pay for overtime worked including holidays worked at the rate of time off equal to the applicable overtime rate and may accumulate up to a maximum of 140 hours per contract year. (Regular hours worked on a holiday may be used to accrue compensatory time). This compensatory time must be taken in increments of eight (8) hours. Individual supervisors will have the discretion of allowing different divisions of compensatory time. The supervisor in charge must approve all compensatory time taken. Compensatory time, in no case will be approved if it creates additional overtime. At the end of each contract year, all compensatory time remaining will be liquidated at the rate of one (1) hour's pay for each one (1) hour of compensatory time accumulated.

Section 13. Jury Duty. An employee called for jury duty shall be allowed time away from work without loss of pay. Upon receiving the sum paid for jury service, the employee shall submit the warrant, or its equivalent, to the City. Provided however, an employee may elect to fulfill such call or subpoena on accrued time off and retain the full amount received for such service.

Section 14. Sick Leave Exchange. Effective July 1, 2000, after accumulating 32 days of sick leave, employees may exchange sick leave days for vacation days at a rate of two sick leave days for one vacation day. Each vacation day so earned must be used as a vacation day within the year of the exchange. The number of sick leave days exchanged per year shall not exceed 10 days and at no time shall the number of days of accumulated sick leave be so reduced to less than 30 days. No payment shall be made for vacation days acquired hereunder if not used.

**ARTICLE XI
UNIFORMS & EQUIPMENT**

Section 1. Uniforms

- a. Employer shall prescribe the type of uniform to be worn by employees on duty.
- b. Employer shall provide uniforms as needed upon request no more than two times a year.

- c. The following list shall constitute uniforms provided by the employer:

- 5 summer shirts
- 5 winter shirts
- 5 pairs of pants
- 1 winter hat
- 1 stocking hat
- 5 lightweight shirts
- 1 summer cap
- 1 belt
- 1 pair of shoes
- 2 badges
- 1 spring/summer coat
- 1 slip over winter sweater
- 1 winter coat
- Rain coats as needed

Gloves and overshoes (Overshoes will be replaced with boots provided the employee returns the overshoes and the Employer agrees on the need for replacement.)

All of the above items will be replaced as needed, provided the employee returns the article being replaced and the Employer agrees on the need for replacement. The Employee will be responsible for replacement of lost or mistreated equipment.

- d. Upon termination of employment, all uniforms and equipment checked out to an employee shall be returned to the employer.

Section 2. Equipment

- a. Employer may prescribe equipment that is necessary for an employee to have while on duty.
- b. The employer shall provide any equipment necessary for employees use as prescribed in section a.
- c. Employees shall be responsible for the upkeep and good operating condition of all required and/or assigned equipment.
- d. Upon termination of employment, employee-issued equipment shall be returned.

Section 3. Firearms. In the event the Department requires firearms to be carried by the employees, these firearms will be furnished by the Department.

Section 4. Safety. The Employer agrees to make reasonable provisions in accordance with applicable law for a safe and healthful workplace for all employees. Employees agree to abide by all safety rules and regulations promulgated by the Employer.

Section 5. Dress Code. Employees are expected to wear Employer-provided uniforms. Employees shall avoid wearing any attire that is worn, frayed or a safety hazard. Clothing shall be neat and clean. Except for employees on boat patrol, employees shall tuck in shirts and wear a belt. Clothing with logos or promoting products, advocating or political beliefs are not appropriate. Employees shall practice good hygiene. Employees not adhering to the policy may be subject to disciplinary action.

ARTICLE XII DISCIPLINE

Section 1. Discipline. While the parties agree with the tenets of progressive and corrective discipline, disciplinary action shall include only the following, but shall be initiated in light of the seriousness of the offense:

Oral reprimand (effective on the effective date of the 2023 Agreement, notice to be given in writing);

Written reprimand (notice to be given in writing);

Suspension (notice to be given in writing);

Discharge (notice to be given in writing).

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

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has had a reasonable period of time to investigate the matter.

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

For serious offenses that result in a suspension other than for Alcohol and Drugs, written evidence of such suspension will remain in the employees record indefinitely, but shall not be used in consideration of future discipline, if for the date of the last discipline

five (5) years pass without the employee receiving any additional discipline for such offense.

Section 2. Reprimand. If the Employer has reason to reprimand an employee, it shall be done whenever possible in a manner that will not embarrass the employee before other employees or the public.

Section 3. Notice. In the event disciplinary action is taken against an employee, the Employer shall furnish the employee and the Union in writing with a statement of the reasons therefor. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

For discipline other than reprimands, the Employer shall hold a pre-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 4. Demotion. Demotions shall not be used as a disciplinary measure; however, the parties recognize that circumstances may exist where the Employee is dissatisfied with the job or is unable to meet the requirements of the position and in such cases demotion shall be appropriate.

Section 5. Union Representatives. An employee, upon request, will have a right to Union representation before discipline is imposed.

Section 6. Removal of Discipline. Any written reprimand shall be purged from an employee's record, if, from the date of the last reprimand, 18 months pass without the employee receiving an additional reprimand or other discipline for such offense. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

ARTICLE XIII DRUG AND ALCOHOL TESTING

Section 1. All employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any accident report or any accident which results in fatality, injuries requiring transportation to a medical facility,

disabling damage to any vehicle or property or a citation under state or local law for a moving violation arising from an accident.

Section 2. A positive drug test result will occur at the initial or confirmatory test cut off levels if the test results are equal to or greater than the levels established in 49 CFR 40.87, as amended, as follows:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine ²	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³			
AMP/MAMP ⁴	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶			
	500 ng/mL	MDMA	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

² Morphine is the target analyte for codeine/morphine testing.

³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵ To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

⁶ Methylenedioxymethamphetamine (MDMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).

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

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

Section 3. Discipline. Upon the return of a positive drug or alcohol test, the following will result:

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

1. First Offense – The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
2. Second Offense – The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract.
3. Third Offense – The employee will be terminated.

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

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

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

If a drug test result is positive:

1. First Offense – The employee will be subject to a minimum 30-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
 - (a) Any employee who does not test positive for drugs and/or alcohol within five (5) years of his or her previous test will be treated as if the first positive test did not occur.

2. **Second Offense** – Any employee who test positive for drugs and/or alcohol within five (5) years of his or her positive test will be automatically terminated.

Section 4. Compliance With Testing Requirements. Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

Section 5. A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Section 6. Return-to-Duty Contracts. An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

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

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

Section 7. Confidentiality. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanation provided by the Medical Review Officer (MRO) shall be confidential. Such records and explanations may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

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

**ARTICLE XIV
MISCELLANEOUS**

Section 1. Bulletin Boards. Employer shall provide Union with designated space on available bulletin boards upon which Union may post approved notices. Employer reserves the right to approve all postings before they are posted. Such approval will not be unreasonably withheld.

Section 2. Printing of Agreement. Employer shall have this Agreement printed in sufficient quantities to provide a copy of the Agreement to covered employees.

Section 3. Effect of Agreement. This Agreement and its requisite provisions supersede all other documents, ordinances, or past practices relating to the same subject matter or as such may be adopted or written during the term of this Agreement. Employer is under no obligation to extend any benefit to employee's covered herein that may be granted to persons employed by Employer not covered herein.

Section 4. Probationary Period

- (a) Employer may establish a reasonable probationary period for employees covered by this Agreement. Such period shall be six (6) months in duration for individuals who have previously held a position with the Department, and shall be one (1) year in duration for new employees.
- (b) Probationary employees shall not be entitled to use any of the review procedures established in this Agreement.

Section 5. Residency. Once City Council passes a residency ordinance, such ordinance shall apply for any employees hired after the effective date of the ordinance and to all current employees who reside within boundaries of the City of Springfield. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply.

**ARTICLE XV
RATES OF PAY**

Section 1. Wages. Increase wages for current employees by the following increases:

July 1, 2023 – 2.25%

July 1, 2024 – 2.25%

July 1, 2025 – 2.5%

The 2023 and 2024 increases shall be retroactive for those still in the bargaining unit on the signing date of the Agreement.

Effective upon signing, the base pay rate for new hires (and current employees who are not paid at a higher rate) shall be as follows:

Officer: \$22.00

Guard: \$21.00

After completion of one (1) calendar year in the classification, the employee shall be moved to the applicable full base pay.

Effective upon signing, employees who were hired after December 1, 2015, who are promoted or are temporarily assigned as sergeant will be paid in accordance with Appendix A.

See Appendix A attached hereto for compensation schedules for new hires.

Effective upon signing, the base pay of current employees still employed on the signing date of this Agreement will be increased by .25 cents per hour (in consideration for other changes in the package).

Section 2. Shift Differential. Shift differential shall be paid according to the following schedule:

2:45 p.m.-11:15 p.m. – 3.5% of the hourly rate.

10:45 p.m.-7:15 a.m. – 5% of the hourly rate.

Shift differentials as noted above shall be paid to employees working either of the above-mentioned shifts on an hourly basis, in addition to the rate of pay prescribed herein.

Section 3. Education. Employees who have completed a minimum of fifteen (15) college or continuing education credit hours in the field of Security or Law Enforcement, including Police Training Institute (PTI), shall receive a \$400.00 bonus on their paycheck in the month of November for the term of this Agreement.

Effective January 1, 2016, employees must complete a minimum of fifteen (15) college or continuing education credit hours in the field of Security or Law Enforcement and complete four (4) hours annually of continuing education credit hour in the field of Security or Law Enforcement, including Police Training Institute (PTI), to be eligible to

receive an additional \$100.00 (\$500.00 total) annual bonus on their second paycheck in the month of November for the term of this Agreement.

The Employer shall determine other training to be provided.

The City will provide no less than seventy-two (72) hours' notice but as much notice as practicable to any employee whose shift (hours of work) are altered to accommodate training.

Section 4. Longevity Pay. Employees who complete 10 years of continuous service in the bargaining unit shall receive annually \$550.00 on their first paycheck following the employee's anniversary date.

Employees who complete 20 years of continuous service in the bargaining unit shall receive \$750.00 on their first paycheck following the employee's anniversary date.

Employees who complete 30 years of continuous service in the bargaining unit shall receive \$900.00 on their first paycheck following the employee's anniversary date.

Effective January 1, 2025, in lieu of the lump sum payment outlined above, employees who have completed 15 years of service with the City will receive \$.50 per hour added to base wages (not compounded), effective the first day of the month following completion. Effective January 1, 2025, employees who have completed 25 years of service with the City will receive an additional \$.50 per hour added to base wages (not compounded), effective the first day of the month following completion (total of \$1.00 per hour).

Section 5. Training Pay. Any Sergeant assigned to the duty of training new employees will be compensated at the rate of \$.50 per hour which shall be added to his hourly rate used in the calculation of overtime and/or premium pay while working in the capacity of Trainer.

ARTICLE XVI BOATING

Section 1. Boating Duties. The following shall be effective beginning January 1, 2025:

Acting Boating Sergeant: In the absence of the boating Sergeant a temporary position as acting boating Sergeant has been created by the Chief of Security or his designee. The acting boating Sergeant will be assigned during the months of March through October. This position will be classified as a skilled duty to be performed by a qualified boating employee designated by the Chief of Security only. This position will not necessarily be regulated by seniority but rather by boating skills.

A second Boating Sergeant position will be posted and filled. Beginning April 1, through September 30, the hours of work will be 11:00 a.m. to 7:30 p.m. Monday and Tuesday will be the days-off work during the months of June through August. The remainder of the year the position will be part of the normal schedule rotation. The second Boating Sergeant will be paid Sergeant's pay year round, however, as outlined below, the second Boating Sergeant will only receive Boating Sergeant pay during the months the employee is assigned as Second Boating Sergeant. During these months, the Employer will determine whether to back-fill the absences of the Second Boating Sergeant.

If both Boating Sergeants are unavailable when an incident established by documented need or emergency requiring staff to take the boat out on the water arises (throughout the months of November to February), the Chief, or his designee, may approve the use of a qualified person onsite to handle the situation in question. Said qualified person will receive a differential in his/her pay for the duration of said event. November-February if there's a boating call, compensation will be paid at the rate for that shift if Boating Sgt is out.

The Boating Sergeant will be paid an extra \$1.00 per hour year-round, the second boating sergeant during the months he is assigned as second boating sergeant and others who are assigned at the discretion of the Chief or his designee shall be paid only when actually assigned and acting up as a boating sergeant.

Section 2. Equipment. When an employee under this Agreement performs boating duties, he shall be equipped with the following:

- Boating Shirt
- Boating Shorts
- Boating Shoes
- Cold Weather Coveralls

ARTICLE XVII GRIEVANCE PROCEDURE

Section 1. Purpose. It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage prompt adjustment of employee complaints arising out of this Agreement. Therefore, the procedures set forth in this Article for such resolution shall be the exclusive method for resolution of such issues.

Section 2. Definitions

- a. A grievance for purposes of this Agreement shall be defined to mean a complaint raised by an employee covered by this Agreement or the Union as to the meaning, interpretation or application of this Agreement.

- b. A grievant shall mean any employee covered by this Agreement who files a grievance under this procedure.

Section 3. The following steps shall be followed in processing a grievance under this Agreement:

- a. Step 1: Within five (5) working days of an occurrence giving rise to a complaint, the grievant shall file a written statement giving sufficient facts of the matter which gave rise to the grievance, including the appropriate provisions of the Agreement that are involved. Such statement shall be filed with the Chief of Security. The Chief of Security shall meet with the grievant and/or union steward to discuss the grievance and shall respond in writing to the grievant within five (5) working days of receipt of the grievance.
- b. Step 2: If the grievance is not adjusted to the grievant's satisfaction or no response is received within the appropriate time, the grievant or union representative shall file a copy of the grievance with the direct report of the Chief of Security within five (5) working days of the date of the Step 1 decision or within five (5) working days of the date such decision was due. The direct report of the Chief of Security shall meet with union representatives within five (5) working days of the receipt of the grievance to discuss the grievance and shall issue a written decision to the grievant within five (5) working days of such meeting.
- c. Step 3: If the grievance is not adjusted to the grievant's satisfaction or no response is received within the appropriate time, the grievant and/or union representative shall file a copy of the grievance with the manager of Labor Relations within ten (10) working days of the date of the Step 2 decision or within ten (10) working days of the date such decision was due. The Manager of Labor Relations shall meet with the grievant and union representative to discuss the grievance within ten (10) working days of the receipt of the grievance and shall issue a written decision to the grievant within ten (10) working days of such meeting. The General Manager of the Office of Public Utilities shall meet with the union representative to discuss the grievance within ten (10) working days of the receipt of the grievance and shall issue a written decision to the grievant within ten (10) working days of such meeting.
- d. Step 4: If the grievance is not adjusted to the grievant's satisfaction or no response is received within the appropriate time, the grievant or union representative shall file a copy of the grievance with the General Manager of the Office of Public Utilities within ten (10) working days of the date such decision was due. The General Manager of the Office of Public Utilities shall meet with union representatives to discuss the grievance and

shall issue a written decision to the union within thirty (30) calendar days of such meeting. The Manager of Labor Relations shall meet with union representatives to discuss the grievance and shall issue a written decision to the union within thirty (30) calendar days of such meeting.

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

Section 4. Time Limits

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

ARTICLE XVIII ARBITRATION

Section 1. If representatives of the employer and of the union are unable to reach an agreement on any disputed matter under Article XVII, then such disputed matter shall be referred to arbitration.

Section 2. If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

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

Section 3. The expenses and fees of the arbitrator shall be borne by the employer if the arbitrator fully sustains the union's grievance; by the union if the arbitrator fully denies the union's grievance; and divided equally if the arbitrator sustains

in part and denies in part. The Arbitrator shall specify in his award how his fees and expenses shall be borne. The cost of the hearing room shall be split equally between the parties. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for an equal cost of the verbatim record as noted above.

ARTICLE XIX PERSONNEL FILES

Section 1: Upon written request of an employee, the Office of Human Resources shall reasonably permit an employee to inspect his official personnel file subject to the following:

- (a) Such inspection shall occur no later than seven (7) days following receipt of the request;
- (b) If circumstances prohibit compliance within this time period, the Employer may request a seven (7) day extension;
- (c) Such inspections shall be limited to two (2) times within any twelve (12) month period unless a written grievance or disciplinary action is pending;
- (d) Such inspection may occur during employee's working hours upon reasonable written request and supervisory approval subject to operational needs;
- (e) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon reasonable payment for the cost of copying;
- (f) Upon written authorization by the requesting employee in cases where such employee has a written grievance pending and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (g) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists until such portion is permanently removed from such file;
- (h) Pre-employment information shall not be subject to inspection or copying.

**ARTICLE XX
WAIVER**

Section 1. Union recognizes that it had an unlimited right and opportunity to make demands and proposals during negotiations with respect to wages, hours, and other conditions of employment with respect to the covered positions and that the provisions contained in this Agreement represent the full exercise of that right and opportunity for a period running to the termination date of this Agreement.

**ARTICLE XXI
SEVERABILITY CLAUSE**

Section 1. If any provision in this Agreement is declared invalid, unlawful, or unenforceable by action of a court of competent jurisdiction, or is rendered invalid, unlawful, or unenforceable by enactment of state or federal legislation, the remaining provisions of this Agreement shall remain in force and effect. Under such circumstances, the parties agree to meet and negotiate over language to replace the provision. Such replacement shall be compatible with the remaining terms of this Agreement, and be compatible with the decision or enactment rendering the old provision invalid, unlawful or unenforceable.

**ARTICLE XXII
LABOR-MANAGEMENT MEETINGS**

Section 1. Labor-Management meetings will be conducted quarterly (if requested) or as mutually agreed upon. Union and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor-Management meeting.

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

**ARTICLE XXIII
RENEGOTIATION OF AGREEMENT**

Section 1. Procedure

- a. For purposes of renegotiation, modification or extension of this Agreement in connection with its pending expiration, the party desiring to do so shall give written notice to the other party.



- b. Such notice shall be given at least sixty (60) days but no more than one hundred twenty (120) days before the Agreement is due to expire or extended terms are due to expire, whatever is later.
- c. Unless this procedure is followed, this Agreement is automatically renewed for a term of one (1) year commencing with the date of last scheduled expiration. It is understood that failure to timely request such renegotiation of this Agreement, authorizes a party to refuse to negotiate any item.

**ARTICLE XXIV
TERM OF THE AGREEMENT**

Section 1. Terms. This Agreement shall be effective from July 1, 2023, through June 30, 2026.

CITY OF SPRINGFIELD

**LOCAL UNION 916
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

BY: 
Mayor Misty Buscher 

BY: 

DATE: 3/7/25

DATE: 3.6.25

APPENDIX A WAGE RATES

			7/1/2022	7/1/2023	7/1/2024	Upon	7/1/2025
				2.25%	2.25%	Signing	2.50%
Title							
Rates for employees hired before December 1, 2015							
Utility Security Guard			\$21.2658	\$21.7442	\$22.2335		\$22.7893
Utility Security Officer			\$24.7527	\$25.3097	\$25.8791		\$26.5261
Utility Security Sergeant			\$30.2933	\$30.9749	\$31.6718		\$32.4636

Rates for employees hired after December 1, 2015							
Effective upon signing, all employees hired as a Guard or Officer shall be paid 90% of the rate of Guard or Utility Security Guard whichever is applicable for the first year of employment as follows. In addition, all sergeants hired after December 1, 2015, who are promoted to or act up after the effective date of this Agreement shall be paid 90% of the pre-2015 Sergeant pay as follows.							
1 st Year Utility Security Guard*						\$18.90	\$19.3725
Utility Security Guard						\$21.0000	\$21.5250
1 st Year Utility Security Officer**						\$19.80	\$20.2950
Utility Security Officer						\$22.0000	\$22.55
Utility Security Sergeant						\$28.5047	\$29.2172
Note: Current employees will receive these rates or across-the-board rates, whichever is greater							

APPENDIX B
|Past MOUs agreed to and still in effect|
WORK SCHEDULE

This Memorandum of Understanding by and between the City of Springfield, Illinois, Office of Public Utilities and the International Brotherhood of Teamsters, Local 916 representing City Water, Light and Power Security Officers, shall provide for the implementation of a work schedule.

The work schedule will involve a cycle of three (3) options of five (5) days on duty followed by two (2) days off duty with the days off rotating every four (4) weeks. For each shift, every bargaining unit member shall select an initial schedule from among the available options according to seniority.

The options and the exact order of rotation each four (4) weeks are as follows:

DAYS OFF
SATURDAY - SUNDAY
MONDAY - TUESDAY
THURSDAY - FRIDAY

Once an employee has completed all options noted above, the cycle shall commence again in this same order of progression.

For new employees hired on or after July 1, 2012, the employer may utilize up to five (5) new hires at any one time in a pool relief modified schedule, unless the Employer can demonstrate a legitimate, operational need to exceed 5.

The evaluation of the work schedule shall include, but not be limited to, the impact of the schedule change on:

- Overtime Costs
- Staffing Levels
- Sick Leave Usage
- Vacation Scheduling
- Scheduling of Paid Leaves of Absence

Appendix B

GPS TRACKING TECHNOLOGY

In regard to the installation and utilization of GPS tracking technology on security vehicles utilized by any Teamsters Local 916 security employee, the undersigned parties agree as follows:

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

MEMORANDUM OF AGREEMENT:

Pilot Position

The City proposes to pilot a work schedule of Monday through Friday with the hours of 10 AM to 6 PM for a guard at the Municipal Center, West for a period not to exceed three months after filled. If the City determines, based on an evaluation of the schedule, that the schedule provides a benefit to the City, the City shall have the right to fill the schedule on a permanent basis. Nothing contained herein is intended to create minimum staffing or otherwise require the City to fill the schedule. There shall be no reduction in pay for any officer filling the position, unless the employee voluntarily accepts the permanent position; then his/her rate would be equal to the hourly rate of the highest paid guard.

If the City decides to retain the pilot guard position, the City, upon request, will meet with the Union and discuss potential modifications to the overtime procedure.

City of Springfield

Teamsters Local 916

Dated: 3/2/25
Signed: [Signature]
JCEL

Dated: [Signature]

MEMORANDUM OF AGREEMENT
BETWEEN
TEAMSTERS LOCAL 916 (SECURITY)
AND
THE CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES

The Memorandum of Agreement between the City of Springfield, Office of Public Utilities (“Employer”) and Teamsters Local 916 (Security) (“Union”). The Employer and the Union are parties to a collective bargaining agreement, effective July 1, 2023 through June 30, 2026. The parties agree to replace the Overtime Call Out Procedure listed under Article VII, Section 1 with the following:

Overtime Call Out Procedure

The Sergeant on shift shall get approval from the Chief of Security or his designee prior to calling for overtime. If an employee does not answer and does not return the call within 15 minutes, the employee will be deemed to decline the offer of overtime and will be charged accordingly. If the overtime call is four (4) hours or less than the start of the overtime shift, there will not be a 15-minute waiting period. One call is made and if there is no answer the employee will be charged accordingly and immediately move to the next employee on the list. After 16 consecutive hours the employee shall have a minimum of eight (8) hours rest prior to returning to work. Employees will be paid double time until released from work, and if employee is called back prior to having eight (8) consecutive hours of rest, the employee shall continue to be paid double time. All employees shall be available for work during the rest period. Except in the case of extreme emergencies, employees who have worked sixteen (16) or more consecutive hours shall relinquish their rights to overtime until they have received eight (8) hours of rest.

Sergeant

1. Call the Sergeants in order, beginning with the fewest overtime hours on the list.
2. Split the shift with the Sergeants working before and after the overtime shift. If one Sergeant declines, the other Sergeant can accept the whole shift.
3. The senior qualified Officer regularly assigned on the shift will be Acting Sergeant and the overtime will be by the Officer overtime procedure.

Boating Sergeant

A separate list will be maintained for the qualified Boating Sergeants and will follow the same procedure as Sergeant.

Officers

1. Call the Officers in order beginning with the fewest overtime hours on the list.
2. Split the shift with the Officers working before and after the overtime shift. If one Officer declines, the other Officer can accept the whole shift.
3. Call the Sergeants in order, beginning with the fewest overtime hours on the list.
4. Call the Guards (if qualified) off in order, beginning with the fewest overtime hours on the list.
5. Call the remaining Guards (if qualified) in order, beginning with the fewest overtime hours on the list.

Guards

1. Call the Guards in order, beginning with the fewest overtime hours on the list.
2. Split the shift with the Guards working before and after the overtime shift. If one Guard declines, the other Guard can accept the whole shift.
3. Call the Officers in order, beginning with the fewest overtime hours on the list.
4. Call the Sergeants in order, beginning with the fewest overtime hours on the list.

This Memorandum of Agreement shall become effective upon the approval of both parties and continues through the duration of the parties collective bargaining agreement.

Agreed:


Misty Buscher
Mayor, City of Springfield

GM 5/7/25 
Date Business Representative

5.8.25
Date
Teamsters Local Union 916

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CITY OF SPRINGFIELD, ILLINOIS
OFFICE OF PUBLIC UTILITIES (SECURITY)**


And


**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS,
WAREHOUSEMEN, AND HELPERS OF AMERICA LOCAL 916**

This Memorandum of Understanding ("MOU") is entered into by the Employer, the City of Springfield ("Employer"), and the General Teamsters Professional Technical Employees Local Union No. 916, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America ("Union"). The agreed-upon terms are as follows:

1. The collective bargaining agreement between the Union and the City of Springfield shall include the Presidents' Day (third Monday of February) holiday as a regular holiday under Article X, Section 3a, effective as of the execution date of this MOU.
2. This MOU shall remain in place until a successor contract to the Parties' current collective bargaining agreement is agreed upon.
3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:


Misty Buscher *GEM*
Mayor, City of Springfield


Date *1/12/26* Business Representative
Teamsters Local Union 916

1.6.26
Date