

LABOR AGREEMENT

BETWEEN

CITY OF SPRINGFIELD

AND

THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

(Audio-Visual and Inspectors)

August 1, 2023 - July 31, 2026

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## **AGREEMENT**

This Agreement is entered into by and between the City of Springfield, Illinois, (hereinafter referred to as the "Employer") and Local Union #193 of the International Brotherhood of Electrical Workers, (hereinafter referred to as the "Union").

### **ARTICLE I RECOGNITION**

#### **Section 1.**

The City of Springfield recognizes the Union as the sole and exclusive bargaining agent for employees of the Audio-Visual Section of the Communications Department employed as Audio-Visual Technicians I, II and III, and Building Inspector, Electrical Inspector, Housing Inspector, Senior Housing Inspector, Zoning Inspector, Mechanical Inspector, Plumbing Inspector, and Engineer 2 as Code Enforcement Inspectors in the Building and Zoning Department of the Office of Public Works, but excluding supervisory, managerial and confidential employees, office clericals, temporary, part-time, and all other employees.

#### **Section 2. Union Exclusivity**

The Employer shall not meet or negotiate with any other Union on matters relating to the wages, hours or working conditions of employees for whom the Union is recognized as the exclusive bargaining agent.

### **ARTICLE II NON-DISCRIMINATION**

#### **Section 1. Non-Discrimination**

The Employer and Union agree that there shall be no discrimination by either party in the hiring, training, upgrading, promotion, transfer, layoff or recall of employees because of race, creed, color, religion, marital status, sex, age, physical or mental handicap.

#### **Section 2. 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 III MANAGEMENT RIGHTS

Except to the extent limited by express provisions elsewhere in this Agreement, it is recognized that the Employer has, and will continue to retain the right and responsibility to direct the affairs of the Audio-Visual Section and Code Enforcement in all its various aspects. Among the rights retained by the Employer are the right to direct the work forces; to plan, direct and control all the operations and services of the Audio-Visual Section and Code Enforcement; to schedule and assign work, to establish work and productivity standards, and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities. Nothing in this Agreement shall be construed as improperly delegating to others the authority conferred by law on the Employer, or in any way improperly abridging or reducing such authority and further, nothing contained herein shall improperly supplant the lawful authority of the Springfield Civil Service Commission.

### ARTICLE IV UNION RIGHTS

#### Section 1.

- A. **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 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.
  
- B. **Leave for Union Office and Return.** Any employee who may be elected to or appointed to an office in the Local Union that will require them to absent themselves from duty to the Department shall at the expiration of the term of office be reinstated to their former position, including all their seniority rights, providing that they must be otherwise qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.
  
- C. **Time Off Without Pay.** Local Union representatives shall be allowed up to three (3) days per contract year off without pay for legitimate Union business such as Union meetings, State or area-wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs

of the department. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

- D. Time Off With Pay.** Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the Employer. A maximum number of two (2) employees will be released from duty with pay at any one time for the purpose of contract negotiations.
- E. Impact.** Such time off shall not be detrimental in any way to the employee's record or affect the employee's sick time bonus.

**Section 2. Information Provided To Union** The employer shall submit to the Local Union, upon request, the current seniority roster and reemployment list, applicable under the seniority provisions of this Agreement. In addition the Employer shall monthly notify the union in writing as to the following personnel transactions involving bargaining unit employees within each work section and location: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirement, resignations, discharges, and any other information mutually agreed to by the parties. In addition the Employer shall notify IBEW Local 193 via electronic mail of all new persons hired into bargaining unit positions on or before the new employee(s) date of employment.

**Section 3.** The Employer agrees that accredited representatives of the IBEW, whether Local Union, District Council, or International representatives, shall have access to conduct Union business provided the Union first notifies the Employer and does not unduly interfere with the operational requirements of the Employer.

**Section 4.** No authorized representative of the Union who is required to be involved with the Employer in negotiations or grievance discussions shall lose pay for time spent away from work as qualified below.

Employee will be paid the applicable rate, but at no time will overtime rates be paid during negotiations or grievance discussions. Pay is not provided for time spent in negotiations or a grievance discussions outside the individuals normal work shift. Overtime shifts turned down by an employee while participating in negotiations or grievance discussions, will be treated as normal turndowns.

In all cases where any Steward or Union representative is required to conduct a Union business, the employee should notify their supervisor prior to conducting the Union business.

**Section 5. Bulletin Boards** The employer agrees to furnish and maintain suitable bulletin boards in convenient and appropriate areas to be used by the union. The union should limit its posting of notices and bulletins to such bulletin boards.

**Section 6. New Hire Orientation** When the employer conducts a new hire orientation, the Union shall conduct orientation for each new bargaining unit employees at a time mutually agreed

to by the parties. The Union orientation 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 7. Annual Training** The Employer and the Union are committed to ensuring the 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 one (1) hour per year of such training at a 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 8. Information Sharing** 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 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 V DUES CHECKOFF**

**Section 1. Deductions** The Employer agrees to deduct union dues every month from the earnings of its employees who have signed individual authorization cards, supplied by the Union, and to remit the same to the duly designated officer of the Union until such time as the employee resigns his/her membership in the Union or otherwise revokes his/her dues deduction authorization in writing to the Employer and the Union with thirty (30) days advance notice.

The Union shall advise the Employer of any increases in dues in writing at least thirty (30) days prior to the effective date.

**Section 2.** Should the dues deduction authorization form executed by any employee conflict with any state or federal law in any respect, the Employer shall be relieved from honoring such authorization.

**Section 3. Voluntary Benefits Program** A separate voluntary payroll deduction for Union Programs may be made for those employees who provide the Employer with a signed payroll authorization card requesting such deduction.

Authorization for such deduction shall be allowed annually by the Employer and shall be revocable by the employee upon notice in writing to the Employer and Union. The amounts so deducted shall be forwarded monthly to the Union at the address designated in writing to the Employer by the Union.

**Section 4. Indemnification** The Union agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the Union from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him/her at the regular time the dues are to be deducted from which to make such deduction. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

## **ARTICLE VI GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section 1. Grievance Process**

A grievance is any difference of opinion or dispute between the Union or an employee or group of employees covered by this Agreement and the Employer with respect to the meaning, interpretation or application of the expressed provisions of this Agreement.

- Step 1:** The Steward on the job or Union Representative in case of a grievance shall take the matter up with the immediate non-bargaining unit supervisor within ten (10) working days of the time the grievance occurs. In the event the dispute is not settled within five (5) working days, Step 2 shall be followed.
- Step 2:** Within five (5) additional working days the matter in dispute shall be put in writing and submitted to the Department Head or Designee by the local Union Business Agent. If no agreement is reached within five (5) working days, Step 3 shall be followed.
- Step 3:** Within five (5) additional working days the matter in dispute shall be put in writing and submitted to the Mayor or designee by the local Union Business Manager. If no agreement is reached within five (5) working days, Step 4 shall be followed.
- Step 4:** If no agreement is reached within ten (10) working days, on the request of either party made within ten (10) additional days, the matter shall be submitted to arbitration according to the procedures set forth in Section 2. If at any time during the grievance procedure the matter is not advanced to a higher level within the time limit set herein, it shall be considered a closed matter and no further action shall be taken by either party. Specific time limits can be extended, however, by mutual agreement of both parties.

## **Section 2. Method of Arbitration**

Parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and Union, requesting that he set a date and time for the hearing, subject to the availability of the Employer and Union representatives. All hearings shall be held in Springfield, Illinois unless the parties mutually agree otherwise.

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

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

The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in anyway the application of Federal or State laws or rules and regulations having the force and effect of such laws. The arbitrator shall be requested to submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. A decision rendered consistent with the terms of this Agreement shall be final and binding.

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

## **ARTICLE VII DISCIPLINE AND DISCHARGE**

### **Section 1.**

Disciplinary action may be imposed upon a certified (non-probationary) employee for just cause. During the initial probationary period, the probationary employee may be disciplined, discharged, demoted, laid off, or otherwise dismissed at the sole discretion of the Employer and neither the

reason for nor the disciplinary action may be the subject of a grievance, unless the basis for the alleged violation is pursuant to Article II.

The following procedure of progressive and corrective discipline shall be applied by the City, except the City need not follow progressive and corrective discipline before discharge if the discharge is for theft, deliberate damage to City property, gross insubordination, physical violence, or other similar offenses.

Discipline for offenses not covered above shall only be as follows:

First Offense: Verbal Warning(s)  
Second Offense: Written Warning(s)  
Third Offense: Suspension(s)  
Fourth Offense: Discharge

Written warnings may be hand delivered to the affected employee, or may be sent by mail to the employee's last known address if no other reasonable means of serving notice is available.

Warnings as herein provided shall be null and void after twenty-four (24) months, shall be removed from the employee's personnel file, and shall not be used as a basis for further disciplinary action. Suspensions as herein provided shall be null and void when there have been no suspensions for the most recent five (5) years of employment, and shall be removed from the employee's personnel file, and shall not be used as a basis for further disciplinary action.

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. Employees shall be informed by the Employer of their rights to union representation and shall be entitled to such, if so requested by the employee. 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. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Discipline imposed under these procedures shall be subject to the grievance/arbitration procedures.

## **Section 2.**

### **(a) Appeal Procedure**

Oral and written reprimands and suspensions not subject to the jurisdiction of the Civil Service Commission may be processed as a grievance through the regular grievance procedure set forth in this Agreement.

Suspensions subject to the jurisdiction of the Civil Service Commission, demotions and discharges may be appealed to the Civil Service Commission, in accordance with its rules and regulations and applicable law.

(b) Relation to Civil Service

Disciplinary suspension of more than five (5) days, second suspension within six (6) months, and discharges shall be subject to the exclusive jurisdiction of the Civil Service Commission and shall not be subject to the grievance provisions of this Agreement. An employee shall have the right to take up as grievances only those disciplinary actions not subject to the possibility of a hearing before the Civil Service Commission. Nothing herein shall be construed in such a manner as to make the suspension or discharge of any probationary employee the subject of a grievance.

(c) Relation to Grievance Procedure

The grievance provisions of this Agreement and the Civil Service appeals procedure are mutually exclusive and no relief shall be available under *Article V, Grievance Procedure and Arbitration* with respect to any matter which can or could have been submitted to the Civil Service appeals process.

**Section 3.**

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

**Section 4.**

For suspensions and discharges, the Employer shall provide to the employee and the Union written notice of the basis for the discipline prior to the discipline being imposed if the nature of the infraction so allows, otherwise as soon thereafter as practicable.

**Section 5.**

Demotions shall not be used as a disciplinary measure, however, the parties recognize that circumstances may exist where the interests of the Employer or the employee may be best served by such action and in such cases demotion shall be appropriate.

**ARTICLE VIII  
HOURS OF WORK AND OVERTIME**

**Section 1. Application**

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

**Section 2. Workday**

Seven and one-half (7½) consecutive hours of work excluding a one hour lunch shall constitute the normal workday.

**Section 3. Workweek**

The normal workweek shall consist of thirty-seven and one-half (37½) hours within a payroll week.

**Section 4. Work Shift**

The normal work shift shall be 8:00 a.m. to 4:30 p.m. or 7:30 a.m. to 4 p.m. as designated by the employer. Nothing contained herein shall preclude the Employer from changing or modifying shifts based on operational needs after notice to the union whenever possible. In emergency situations, the Employer may change or modify shifts without notice. Shift adjustment for night meetings such as City Council shall be by rotation between unit members. One member would work a regular shift adding overtime for the meeting, while the other member would work a modified noon to 8:00 p.m. shift.

**Section 5. Overtime**

The payment of overtime hours in excess of thirty seven and one half hours (37.5) in the work week shall be paid in cash or compensatory time at the employee's discretion. All overtime will be at the time and one half (1 ½) rate except where otherwise noted in this Agreement.

Employees held over or called in prior to their regular shift shall be compensated at the time and one-half rate for all hours worked in excess of their regular shift. Employees required to work on Saturdays shall also be compensated at the time and one-half rate, unless a Saturday is a part of the employee's assigned 37.5 hour work week per Section 4. All work performed on Sundays or Holidays shall be at the double time rate. Whenever possible, Audio-Visual employees shall receive twenty-four (24) hours advanced notification prior to the scheduling of non-emergency overtime. When 24 hours is not given, employees will receive double time for the first two hours worked. Employees shall be "called in" to work outside of regularly scheduled hours according to seniority in the bargaining unit. Employees who are called in will receive a minimum of two (2) hours pay at the applicable overtime rate. Code Enforcement positions shall receive as much

notice as operationally possible for overtime. Overtime is at the time and one-half rate except on Sundays or on holidays, which shall be at the double time rate of pay.

Employees may not accumulate more than one hundred twenty (120) hours of compensatory time.

Any such compensatory time off shall be taken at a time mutually agreed upon by the employee and the immediate non-bargaining unit supervisor during the contract year in which it was earned. Compensatory shall be taken in increments of not less than one (1) hour. Such approval shall not be capriciously withheld and will be considered on the basis of operational need. No more than thirty (30) hours of compensatory time off may be taken from Memorial Day to Labor Day, unless otherwise agreed by the non-bargaining unit supervisor. In the event that such compensatory time off is requested but not allowed to be taken by the end of the contract year, the employee shall receive cash payment for all accumulated compensatory time at the hourly rate in effect at the time it was earned. The employee may request up to 37.5 hours of compensatory time to be carried over to the next contract year. All carried over compensatory time must be scheduled during the following year. All accumulated compensatory time hours on the books will be paid out at retirement.

#### **Section 6. No Pyramiding**

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

#### **Section 7. Temporary Assignment**

An employee placed on temporary assignment to a higher paid classification in the bargaining unit shall receive the current rate of pay for the higher classification or 5% (whichever is greater) for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification. An employee placed on temporary assignment to a higher paid classification outside of the bargaining unit shall receive a 5% increase from the employee's current hourly rate of pay for the higher classification for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification.

An employee placed on temporary assignment to a lower paid classification shall suffer no reduction in wages during such period, and be subject to all rules and regulations pertaining to that classification.

### **ARTICLE IX CLASSIFICATIONS AND DUTIES**

**Classifications and Duties can be found in Appendix C**

## **ARTICLE X SENIORITY**

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

The Employer shall have the unlimited right to discipline or discharge any employee during the first twelve (12) months of continuous employment which shall be considered a probationary period.

Completion of certain certifications is a condition of employment, meaning employees must obtain and maintain them. Employees should obtain the required certifications during the probationary period. Any employee who does not possess the requisite certification(s) by the completion of the probationary period shall have the probationary period extended for ninety (90) days to allow an opportunity to complete the certification. The failure to obtain the certification prior to or during this ninety (90) day period and maintain it shall result in the termination of employment.

### **Section 2. Layoff/Application of Seniority**

In the event the Employer determines a reduction in force is required, employees with the least seniority in the affected classification shall be laid off first. Employees subject to layoff from the affected classification shall displace less senior employees in the next lower rated classification covered by this Agreement. Employees displaced pursuant to the preceding sentence shall be laid off.

In case of a layoff, employees will be notified in writing as soon as practical but no later than fourteen (14) days before the effective date of the layoff. Recall shall be by seniority in the affected classification and any employee laid-off shall remain on the recall list for 24 months. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

In the event a vacancy occurs in a classification covered by this Agreement, employees in the next lower rated classification(s) who possess the ability and qualification to perform the work to be assigned shall be preferred. Vacancies shall be filled based upon an individual's qualifications, experience, knowledge, skills and ability to perform the work in question without additional training. Among such employees who are relatively equal in ability and qualifications, the employee with the greatest seniority shall be given preference. Where no qualified employee in a lower rated classification is available, the Employer may fill the vacancy by any means available to it after discussing the qualifications and seniority of all applicants in the bargaining unit with the Union Business Agent and/or steward.

**ARTICLE XI  
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 Years Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday Following Thanksgiving
Memorial Day	Day Before or After Christmas (as designated by the City Council)
Juneteenth	Christmas Day
Independence Day	

**Section 2. Work on a Holiday**

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

**Section 3. 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 using any available benefit time (with verification) for such days.

**Section 4. 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 XII  
VACATIONS**

Vacation leave shall accrue upon the completion of each calendar month in accordance with the following schedule.

<u>Years</u>	<u>Days</u>	<u>Years</u>	<u>Days</u>
1- 6 years	10 days	20-21 years	20 days

7-11 years	15 days	22-23 years	21 days
12-13 years	16 days	24-25 years	22 days
14-15 years	17 days	26-27 years	23 days
16-17 years	18 days	28-29 years	24 days
18-19 years	19 days	30 years	25 days

An employee on an unpaid disciplinary suspension or leave of absence of 30 days or more shall not earn vacation for the period of absence. No vacation leave may be taken until six (6) months of continuous service has been completed. 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.

Vacation leave may be taken in increments of not less than one-half ( $\frac{1}{2}$ ) day at anytime after it is earned with 72 hours' notice, only with the prior approval of the Employer, subject to operational requirements of the Employer. Such approval shall not be capriciously withheld. In no event will vacation leave in excess of one (1) day be granted with less than five (5) days' notice to the Employer, unless otherwise approved by the Employer and subject to the operational needs of the Employer. For purposes of this section, the vacation year shall begin on January 1st and end on December 31st.

In the event a holiday falls during an employee's vacation, that day shall be considered as the holiday and shall not be charged against the employee's vacation accrual.

Employees shall designate vacation preference for the vacation year between January 1st and March 1st. Vacation dates shall be granted based on seniority within the unit. Vacation dates chosen by the employees after March 1st 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 vacations during a particular period or at the same time.

Current practice for vacation requests and granting vacations shall be followed for Inspector positions

In no event will more than one (1) employee per shift be granted vacation on the same day. 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 no case will any employee discharge for cause be compensated for unused vacation.

**ARTICLE XIII  
LEAVES OF ABSENCE**

**Section 1. Discretionary Leaves**

The Employer may, in the exercise of its sole discretion, grant a leave of absence without pay to any bargaining unit employee. The Employer shall set the terms and conditions of the leave.

**Section 2. Funeral Leave**

In the event of a death in the immediate family of a regular full-time employee, the employee shall be granted a leave of absence with pay. This leave shall not exceed three (3) non-consecutive working days within a two week period, which may be interrupted by the Employee's regular days off, one of which must be spent in attendance at the funeral. In addition, up to two (2) sick days may be used to supplement a funeral leave with approval of the Appointing Authority provided that any funeral leave shall not exceed five (5) working days within a two week period per occurrence. Immediate family of the employee will consist of the employee's spouse, children or stepchildren, mother, father, brother or 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 residing in the employee's household.

An employee may be allowed time off with pay to attend the funeral or memorial service of a fellow worker who was currently employed in the same department provided this permission is granted by the Appointing Authority. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

**Section 3. Jury Duty**

An employee who loses time from work during his regular scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the 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 from such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

**Section 4. 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.

If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

#### **Section 5. Medical Leave**

Employees who have exhausted their accumulated sick leave days and completed a leave pursuant to the FMLA but are unable to report to or back to work because of a start or continuation of illness, injury or pregnancy related disability, may receive a disability leave without pay. The Employer will not arbitrarily deny such leave request. However, an employee may choose to exhaust vacation and personal leave and compensatory time prior to receiving said leave. To qualify for such leave, the employee must report the disability as soon as the need for such leave becomes known, and prior to receiving such leave and thereafter furnish, on a monthly basis to the department head or designee, a physician's written statement of the nature of the disability and the estimated length of time that the employee will be unavailable for work together with a written application for such leave. Such leaves will not be granted for periods in excess of three (3) months

but may be extended upon the written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Such leave will not be arbitrarily or capriciously denied.

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

Military leave shall be granted in accordance with State and Federal law. The employee shall provide notice of the leave at the earliest possible date after issuance of the applicable orders.

Any employee of the City who shall be called, or enlists in the armed forces shall be reinstated to his former position, including all of his seniority rights. It is understood that in case of return of such employees, other employees will consent to demotions or any other action necessary for the reemployment of such returned servicemen.

#### **Section 7. Personal Days**

All permanent employees shall be entitled to two (2) personal days per year, to be awarded upon completion of twelve (12) months of creditable service.

Personal days may be taken in increments of not less than one (1) hour at a time and shall be scheduled with particular regard to operating requirements and, as possible, the request of the employee.

Employees shall not be entitled to payment for unused personal days upon retirement, resignation or dismissal. (Personal days are not cumulative.)

#### **Section 8. Sick Leave**

Employees shall be eligible for sick benefits after one year service as follows:

One (1) day, per month, accumulating to a maximum of three-hundred (300) days. Accumulated sick leave benefits will be paid to employees who retire from the Department or die while employed in the service of the Department at the rate of 5/12th of the first ninety (90) days, and fifty (50) percent thereafter for a maximum of one hundred twenty (120) days. Employees hired on or after August 1, 2011 will not be eligible for such payout.

The above benefits shall not be available to employees who quit or who are discharged.

The employee shall furnish a Departmental Return to Work Form completed by the treating physician in order to return to duty when one of the following conditions exist:

1. The Employer suspects abuse based upon articulable circumstances.
2. After three (3) consecutive days of absence
3. After seven (7) days of absence within a calendar year.

Failure to provide documentation shall result in the denial of sick leave, and may be grounds for disciplinary action. Sick benefits shall be paid at the employees regular rate of pay.

Any employee who does not use more than one (1) day of sick leave during a calendar year shall receive three (3) personal bonus day. The above benefits shall not be available to employees who quit or who are discharged. Effective August 1, 2011, sick days used under FMLA shall be considered for purposes of determining an employee's eligibility for the additional personal bonus days.

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 days 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.

#### **Section 9. Absence Without Leave**

An employee who is absent from duty shall report the reason therefore to his supervisor prior to the date of absence, when possible, and in no case later than starting time on the first day of absence. All unauthorized and unreported absences shall be considered as without leave and deduction of pay shall be made. Such absence without leave shall also be grounds for disciplinary action.

#### **Section 10. Failure to Return**

Any employee failing to return from a leave of absence following the expiration date thereof shall be considered to have abandoned the job and shall be treated as a voluntary quit unless it is impossible for the employee to so return and satisfactory evidence of such impossibility is presented to the Employer within seven (7) days after the expiration of the leave.

### **ARTICLE XIV GROUP HEALTH INSURANCE**

#### **Section 1. Group Health Insurance Plan**

Employees in the bargaining unit shall be provided with a group health 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.

#### **Section 2. Non-Duplication of Benefits**

In the event any employee or dependent is entitled to benefits under any employee group insurance plan or employer's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance, and

under any other plan, shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for all other services rendered, shall not exceed the amount provided for under this program. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the plan or program insuring the father will be considered primary.

**Section 3. Miscellaneous**

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

**ARTICLE XV  
WAGES**

**Across the Board Increases**

August 1, 2023	2.25%
August 1, 2024	2.50%
August 1, 2025	2.50%

Employees on the active payroll of the City on the execution dates of this Agreement shall receive retroactive pay for the August 1, 2023 increase.

Rates of pay for Inspector position hired on or after August 1, 2022 shall be as follows, with applicable annual increases to apply:

Building Inspector	\$28.3538
Electrical Inspector	\$28.3538
Mechanical/Plumbing	\$28.3538
Housing Inspector	\$18.7262
Zoning Inspector	\$18.7262

**Longevity Increases**

Audio Visual employees hired before August 1, 2015 shall have the following longevity increases based upon the completion of years with the City of Springfield:

10 years	5%
20 years	10%
25 years	15%

New hires hired on or after August 1, 2015 or employees who become members of this bargaining unit on or after August 1, 2015, shall have the following longevity increases based upon the completion of years with the City of Springfield:

Completion of 14 years of service with the City, an employee shall have their hourly rate increased by \$.50. At the completion of 24 years of service with the City, an employee shall have their hourly rate increased by \$.50 for a total of \$1.00.

### **Inspector Promotional and Certification Pay and Process**

The City shall provide employees the opportunity to advance and maintain promotions and certification pay levels in accordance with Appendices A and B Memorandum of Understanding on Required Certifications and Promotional Paths, but at no time will promotional or certification pay increase an employee's base pay by more than set forth therein, unless additional certifications are expressly approved by the Employer as specified therein. Employees hired on or before 2016 are not required to obtain certifications and are not eligible for certification pay should they not obtain certifications. Employees hired after 2016 must obtain the core certification by the end of their probationary period or the ninety (90) day extension authorized by Article X Section 1.

(a) Core Certifications

The City will pay for the costs of taking exams for approved core certifications up to two (2) times at the City's expense. An approved Certification List is included as Appendix B. If the employee fails to pass the same certification test after the second test, the employee will have to take any further test for the same certification at their own expense and on their own time.

(b) Additional Certifications

The employer will pay for the costs of taking exams for approved additional certifications one (1) time at the City's expense. If the employee fails to pass the same, additional certification test, the employee will have to take any further tests for the same, additional certification at their own expense and on their own time.

(c) Continuing Education and Certification Renewal Fees

The Employer will pay applicable certification renewal fees. The Employer will pay costs for seminars and training courses needed to maintain all core and additional certifications. All training courses and related expenses are subject to the employer's approval.

**ARTICLE XVI  
GENERAL PROVISIONS**

**Section 1. Vehicles**

**Section 1.1** When available, members of the bargaining unit shall be granted use of a city-owned vehicle to conduct official City business. Employees who are required to use a personal vehicle to conduct official City business shall be reimbursed at the rate per mile established by the Internal Revenue Service.

**Section 1.2 GPS** In regards to the installation and utilization of GPS tracking technology on City of Springfield vehicles, the undersigned Parties agree as follows:

1. The intended purpose of such equipment is to enhance the operational efficiency of the department, improve services to the public, to improve the safety of employees and to ensure compliance with the CBA.
2. This technology may be made available to third parties only as provided for under state, federal, or local laws.
3. Prior to installation of this equipment, employees shall be given a brief overview of the systems capabilities and its intended use. Any vehicle may be equipped with this technology.
4. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of utilization of GPS equipment. The Parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer had a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees, but will be used to monitor employee's work progress and work locations. The Company agrees that it shall not troll the database to randomly review information available through the system or utilize such information for disciplinary purposes unless a review has been prompted by a bona-fide reason to suspect the employee of misconduct.
5. In the event that data retrieved from the GPS system is used to support the employer's decision to discipline an employee, the Union shall be provided with copies of all data pertinent to the contemplated discipline.
6. In the event the employer elects to upgrade or enhance the GPS system, beyond regular software upgrades, the Union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.
7. The Parties may meet, at either Parties request, to discuss ongoing impacts as well as, fair and non-discriminatory implementation of the program.

## **Section 2. Residency**

Effective upon ratification and signature of this contract, all new hires shall live within the City limits and all current employees residing in the City limits shall remain within the City limits. All current employees living outside the City limits shall be grandfathered.

Regarding Inspector positions only, effective upon City Counsel passing a residency ordinance, all new hires shall live within the City limits and all current employees residing in the City limits shall remain within the City limits. All current employees living outside the City limits shall be grandfathered.

Should the residency ordinance be reversed during the term of this agreement, this provision will become null and void. Should the residency ordinance be amended, the union maintains the right to negotiate any such modifications that affect the terms and conditions of employment when the amendment occurs.

## **Section 3. Safety**

The employer agrees to furnish all necessary O.S.H.A. approved protective equipment such as hard hats, safety glasses, disposable rubber gloves, reflective vests, disposable ear protection, disposable respiration masks and protective coveralls. Employees are required to wear job site appropriate equipment, including steel toe or composite boots. The employer agrees to furnish disposable shoe covers, and cameras as needed. Hard hats, safety glasses, reflective vests, protective coveralls, and cameras damaged on the job will be replaced on an as needed basis upon the employee turning in the item needing replaced. The employer will make available equipment to access or gain entry to buildings and sites. (i.e. boarded structures).

The employer further agrees to issue an annual payment to employees to cover the expenses incurred by inspectors to perform their duties as required. This money to be used at the employee's discretion to purchase flashlights, electrical testers, protective steel toe or composite boots, gloves, kneepads, tools etc. Payment to be on an annual installment of \$300.00 effective August 1 of each contract year.

Employer issued clothing and equipment shall be worn by the employees.

Inspectors shall be permitted to wear appropriate khaki shorts approved by the City between Memorial Day through Labor Day and such shorts must be purchased by the employee.

## **Section 4. Continuing Education**

If a tuition reimbursement plan is offered by the Employer, the members of the bargaining unit shall be eligible to participate, subject to the program's terms and conditions.

## **Section 5. Drug Testing**

**Section 5.1.** 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 OSHA recordable accident 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 5.2. 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.

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.

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

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

**Section 5.3. 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 5.4. 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 XVII  
NO STRIKE/NO LOCKOUT**

During the term of this Agreement, neither the Union, its officers or agents or any employee will instigate, aid, promote, condone or engage in any strikes, work stoppages, slowdowns, mass resignations or mass absenteeism, or similar illegal activity.

The Employer will not during the term of this Agreement lock out any employees as a result of a labor dispute with the Union.

**ARTICLE XVIII  
PARTIAL INVALIDITY**

Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to State or Federal law, such invalidation of such part or provision shall not invalidate the remaining portion hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

**ARTICLE XIX  
ENTIRE AGREEMENT**

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

**ARTICLE XX  
TERMINATION**

This Agreement shall be effective August 12023 and shall remain in full force and effect through and including the 31st day of July, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred twenty (120) calendar days, and no later than sixty (60) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) calendar days after notice. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

This Agreement cannot and does not supersede or control over any ordinance or statute whenever adopted unless this Agreement is ratified by the City Council.

  
Misty Buscher, Mayor GEM

  
For IBEW Local 193

BUSINESS MANAGE

FINANCIAL SECRETARY

DATE SIGNED 7/26/24

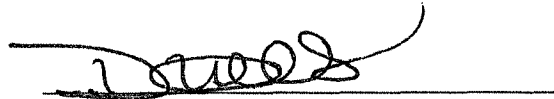
DATE SIGNED 7/22/2023

**MEMORANDUM OF UNDERSTANDING**

**RETIREE PREMIUMS AND  
UNREIMBURSED MEDICAL EXPENSES**

In the event that a City-wide plan(s) is/are offered for the purpose of pre-funding retiree health insurance or unreimbursed medical expenses, bargaining unit employees will be given the opportunity to participate.

  
For the City of Springfield *CEH*

  
For IBEW, Local 193

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF SPRINGFIELD, ILLINOIS**



**And**

**LOCAL UNION NO. 193  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(AUDIO-VISUAL AND INSPECTORS)**

This Memorandum of Understanding ("MOU") is entered into by the Employer, the City of Springfield ("Employer"), and Local Union No. 193, of the International Brotherhood of Electrical Workers ("Union") (collectively referred to as "Parties"). The agreed-upon terms are as follows:

1. 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.
2. Ordinance number 491-11-23, as amended, requires City Council to revisit the moratorium in November, 2024. This MOU is explicitly made subject to and conditioned upon any further action by City Council upon its revisit of the moratorium ordinance. Any changes to Ordinance 491-11-23, shall, upon passage, immediately apply to this MOU.
3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:

	<u>12/14/23</u>		<u>12/4/2023</u>
Misty Buscher Mayor, City of Springfield	Date	Business Representative IBEW Local Union No. 193	Date

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING

#### Updates to Building & Zoning, and Housing Division Inspector Classifications, Required Certifications, and Promotional Path

##### **Purpose:**

To create a structure for advancement opportunities within inspector classifications. Advancement would be predicated on demonstrated mastery of required knowledge and ability to verify requirements of various conditions/situations inspectors would be expected to handle through certification and experience. The majority of certifications will be through the International Code Council (ICC), with some certifications for plumbing inspectors being through the State of Illinois.

##### **Required certification:**

Required certification may be one or a group of certifications. Where a certification is shown in **bold** this indicates it as a combination designation, which is awarded by the ICC upon completion of the certifications listed under it for the given inspector classification. Even though advanced classifications require multiple ICC certifications to achieve, the employee is only entitled to one increase which is based on the classification level they are advancing into.

If at any time an employee's required certification lapses the employee shall have 60 days to bring their required certification current or shall be demoted to the next level down until their required certification is renewed. In the event a Level 1 allows their required certification to lapse they will have 60 days to bring their required certification current or they shall forfeit their Level 1 compensation increase. Where an employee of any level classification fails to renew their required certifications within a total of 120 days from the time their required certification lapsed they shall be subject to disciplinary action up to termination.

**\*\*Plumbing inspectors hired on or before 2023 shall be exempt from obtaining the required certification for a Plumbing Inspector 1; in addition they are not eligible for the level compensation increase for a Plumbing Inspector 1 should they obtain the required certification, however, they will be eligible for the level increase for Plumbing Inspector 2 and Plumbing Inspector 3 should they meet the requirements as set forth in the Advancement section below.**

##### **Advancement:**

The employee must have met all requirements for advancement before the advancement will be granted. This includes meeting the required years of service and having obtained the required certifications for that classification. Only once these requirements have been met will the employee be granted the compensation increase for the respective level being advanced into.

##### **Level 2 requirements:**

Three (3) years of service as a Level 1 of the same classification  
Required certifications obtained as shown in Appendix B

##### **Level 3 requirements:**

Two (2) years of service as a Level 2 of the same classification  
Required certifications obtained as shown in Appendix B

**Level compensation increases:**

Level 1 – \$1.00 per hour, shall be granted when the employee obtains the required certification for their classification during their probationary period.

Level 2 – \$1.50 per hour (refer to the advancement section above)

Level 3 – \$2.00 per hour (refer to the advancement section above)

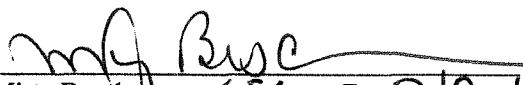
**Additional certifications:**

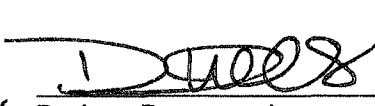
Additional certifications may be obtained to a maximum of two (2) additional certifications at \$0.50 per hour increase for each certification. All certifications listed under the required certifications column of Appendix B will qualify as an additional certification so long as the certification is for a higher level of classification from that which is currently held by the employee and aside from those certifications already held by the employee, or of a classification different from that which is currently held by the employee.

Modules will not be counted as additional certifications, as the ICC does not allow for modules to be renewed.

Should an employee obtain a certification which is required for an advanced level of the same classification which they currently hold the employee shall be granted the compensation increase for an additional certification if they do not currently meet the other requirements for the advanced level and have not surpassed the maximum allowable number of additional certifications eligible for a compensation increase. At which point the employee meets the requirements for the next level advancement and have not surpassed the maximum allowable number of additional certifications eligible for a compensation increase they will be grant an increase in compensation between the respective level increase and that of the current increase they have for their additional certification. The certification which is now being counted towards the required certification for the new level of the employee will no longer count towards the maximum number of additional certifications held by the employee.

Agreed:

  
Misty Buschet *GM* Date 7/24/24  
Mayor, City of Springfield

  
Business Representative Date 7/22/2024  
IBEW Local Union No. 193

**APPENDIX B  
INSPECTOR CERTIFICATIONS**

<b>Inspector Classification</b>	<b>Required Certification</b>	<b>Additional Certifications</b>
Housing Inspector 1	ICC Property Maintenance and Housing Inspector	<p><b>This column applies to all inspector classifications unless noted otherwise</b></p> <p>All certifications listed under the required certifications column of Appendix B will qualify as an additional certification so long as the certification is for a higher level of classification from that which is currently held by the employee and aside from those certifications already held by the employee, or of a classification different from that which is currently held by the employee.</p> <p>ICC Disaster Response CLA</p> <p>ICC Commercial Energy Inspector</p> <p>ICC Commercial Energy Plans Examiner</p> <p>ICC Residential Energy Inspector/Plans Examiner</p> <p>State of Illinois Cross-Connection Control Device Inspector – <u>Plumbing Inspectors only</u></p> <p>Any other certification approved by the unit supervisor and department director.</p>
Zoning Inspector 1	ICC Zoning Inspector	
Housing and Zoning Inspector 2	ICC Property Maintenance and Housing Inspector ICC Zoning Inspector	
Housing and Zoning Inspector 3	<b>ICC Housing and Zoning Code Specialist:</b> ICC Residential Building Inspector ICC Property Maintenance and Housing Inspector ICC Zoning Inspector ICC Code Specialist Module	
Building Inspector 1	ICC Residential Building Inspector <b>-OR-</b> ICC Commercial Building Inspector	
Building Inspector 2	<b>ICC Building Inspector:</b> ICC Residential Building Inspector ICC Commercial Building Inspector	
Building Inspector 3	<b>ICC Building Code Specialist:</b> ICC Residential Building Inspector ICC Commercial Building Inspector ICC Building Plans Examiner ICC Code Specialist Module	
Electrical Inspector 1	ICC Residential Electrical Inspector <b>-OR-</b> ICC Commercial Electrical Inspector	
Electrical Inspector 2	<b>ICC Electrical Inspector:</b> ICC Residential Electrical Inspector ICC Commercial Electrical Inspector	
Electrical Inspector 3	<b>ICC Electrical Code Specialist:</b>	

	ICC Residential Electrical Inspector ICC Commercial Electrical Inspector ICC Electrical Plans Examiner ICC Code Specialist Module
Mechanical Inspector 1	ICC Residential Mechanical Inspector <b>-OR-</b> ICC Commercial Mechanical Inspector
Mechanical Inspector 2	<b>ICC Mechanical Inspector:</b> ICC Residential Mechanical Inspector ICC Commercial Mechanical Inspector
Mechanical Inspector 3	<b>ICC Mechanical Code Specialist:</b> ICC Residential Mechanical Inspector ICC Commercial Mechanical Inspector ICC Mechanical Plans Examiner ICC Code Specialist Module
Plumbing Inspector 1**	ICC Residential Plumbing Inspector <b>-OR-</b> ICC Commercial Plumbing Inspector
Plumbing Inspector 2	<b>ICC Plumbing Inspector:</b> ICC Residential Plumbing Inspector ICC Commercial Plumbing Inspector
Plumbing Inspector 3	<b>ICC Plumbing Code Specialist:</b> ICC Residential Plumbing Inspector ICC Commercial Plumbing Inspector ICC Plumbing Plans Examiner ICC Code Specialist Module

**MEMORANDUM OF UNDERSTANDING**

**The City of Springfield and IBEW agree as follows:**

Audio Visual employees shall inform their supervisor of the flexing of schedules for evening meetings to ensure the supervisor is aware of the employees' schedules for the week.

Employees who will be absent from or late to work the assigned work shift or assignment must inform their supervisor at least thirty (30) minutes in advance of the employees starting time/work assignment of the absence/tardiness. An employee who fails to do so may be subject to discipline up to and including termination. Nothing included herein shall preclude the City from implementing a clock-in/clock-out system verifying the employee's attendance/presence at work.

Agreed:

		7/22/2024
<u>Misty Buscher</u>	<u>Business Representative</u>	<u>Date</u>
<u>Mayor, City of Springfield</u>	<u>IBEW Local Union No. 193</u>	

## APPENDIX C

### CLASSIFICATIONS AND DUTIES

#### **Title: Zoning Inspector I**

Under direction, inspects and evaluates setbacks, easements, and new fence, sign and pool installations, alterations, and repair on public and private property for compliance with city zoning codes.

#### Requirements:

Requires possession of the International Code Council (ICC) Zoning Inspector certification within the first 12 months of employment.

#### Sample Duties:

1. Inspects all new fence installations, repairs, and alterations on public or private properties ensuring the work conforms to the City codes and ordinances.
2. Investigates complaints and prepares inspectional reports to summarize and describe the general conditions of the problem.
3. Maintains a detailed daily written record of inspections performed; Prepares written reports relative to the status of field inspections, maintains appropriate records of inspections, permits, reports, photographs, mileage, and other inquiries.
4. Assists with collection and preparation of data and other documentary evidence for use in prosecution of cases of non-compliance; appears and testifies at informal hearings and legal proceedings.
5. Advises, recommends, and answers inquiries in person at the request of property owners, contractors, government officials, and the general public; confers with property owners, property agents, and the general public on problems and methods required for compliance with applicable laws and ordinances.
6. Performs related work and other duties as required or assigned.

#### **Title: Housing Inspector I**

Under direction, performs routine work in completing inspections and investigations to determine the degree of compliance with applicable laws, rules and regulations as they relate to housing and property maintenance issues; prepares activity reports and records; and offers guidance to property owners and residents on proper practices and improvements to ensure continued compliance.

#### Requirements:

Requires possession of the International Code Council (ICC) Property Maintenance Inspector certification within the first 12 months of employment.

**Sample Duties:**

1. Assists in and performs routine housing inspections (e.g., property maintenance, garbage disposal, trash, junk cars, weeds, and unkempt lots) to enforce compliance with requirements as set forth in municipal ordinances governing particular facilities.
2. Prepares activity reports and records of inspections and related correspondence.
3. Assists with collection and preparation of data and other documentary evidence for use in prosecution of cases of non-compliance; appears and testifies at informal hearings and legal proceedings.
4. Confers with property owners, property agents, and the public in problems and methods required for compliance with applicable laws and ordinances.
5. Generates violation reports and citations for minor zoning violations which are easily identifiable including but not limited to items such as: vehicles parked on unpaved surfaces and other violations as deemed appropriate by the Zoning Administrator and Housing Division Manager.
6. Performs other duties as required or assigned.

**Title: Housing and Zoning Inspector II**

Under direction, performs field investigations and inspections of facilities and properties to ensure compliance with applicable laws, rules, ordinances and regulations as they relate to housing and property maintenance issues. Inspects and evaluates new fences, alterations, and repair on public and private property for compliance with city zoning codes.

**Requirements**

Must have successfully performed all of the job duties of a Housing or Zoning Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Property Maintenance and Housing Inspector certification and the ICC Zoning Inspector certification.

**Sample Duties:**

1. Assists and performs routine housing inspections (e.g. property maintenance, waste disposal, trash, junk cars, weeds, and unkept lots) to enforce compliance with requirements as set forth in municipal ordinances governing particular facilities. Inspects all new fence, repairs, and alterations on public or private properties ensuring the work conforms to the City codes and ordinances; assists in plan review for fence and sign permits.
2. Investigates complaints and prepares inspectional reports to summarize and describe the general conditions of the problem.
3. Maintains a detailed daily written record of inspections performed; prepares activity reports and records of inspections and related correspondence.
4. Assists with collection and preparation of data and other documentary evidence for use in prosecution of cases of non-compliance; appears and testifies at informal hearings and legal proceedings.
5. Advises, recommends, and answers inquiries in person at the request of property owners, contractors, government officials, and the general public; confers with property owners, property agents, and the general public on problems and methods required for compliance with applicable laws and ordinances.

6. Performs related work and other duties as required or assigned.

**Title: Housing and Zoning Inspector III**

Under direction, performs complex field investigations and inspections of facilities and properties to ensure compliance with applicable laws, rules, ordinances and regulations as they relate to housing and property maintenance issues; prepares activity reports and records. Instructs and offers guidance to zoning personnel on proper practices and improvements to ensure continued compliance; serves as team leader for lower-level Inspectors.

**Requirements:**

Must have successfully performed all of the job duties of a Housing and Zoning Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Housing and Zoning Code Specialist certification which consists of the following certifications; the ICC Residential Building Inspector certification, the ICC Property Maintenance and Housing certification, the ICC Zoning Inspector certification and the ICC Code Specialist Module.

**Sample Duties:**

1. Conducts complex housing and zoning inspections to enforce compliance with municipal ordinances governing particular facilities; confers with, advises and instructs property owners or agents, operators and representatives on same; encourages voluntary compliance; and advises them on the nature of violations or explains City code provisions.
2. Receives and responds to a wide variety of complaints regarding hazards or potential hazards to the public health within the municipality; investigates complaints (property maintenance, garbage disposal, trash, abandoned vehicles, weeds, unkempt lots, site and right of way obstructions and zoning matters); and communicates with sources of complaints regarding result of investigations and the resultant actions.
3. Prepares activity reports and records of investigations and related correspondence; prepares and maintains technical records of activities; prepares reports of field inspections and investigations.
4. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations; and appears and testifies at informal and legal proceedings. Assists legal authorities to identify structures for demolition and preparing documentation for the demolition of properties.
5. Serves as a team leader and trains Housing & Zoning Inspectors on zoning and housing matters and procedures; may assist in large or highly complex zoning and housing inspections; evaluates and performs inspections for zoning cases.
6. Performs related work and other duties as required or assigned.

**Title: Building Inspector I**

Under direction, reviews and approves permit applications; inspects and evaluates new building construction, alterations, and repair of public and private buildings for compliance with City building codes; and enforces codes in areas of non-compliance.

**Requirements:**

Requires possession of the International Code Council (ICC) Residential Building or Commercial Building Inspector certification within the first 12 months of employment. Building Inspector certification shall be commercial or residential as specified by the City of Springfield, Illinois.

**Sample Duties:**

1. Inspects all new building construction, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for building permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required.
8. Performs related work and other duties as required or assigned.

**Title: Building Inspector II**

Under direction, reviews and approves permit applications; inspects and evaluates new building construction, alterations, and repair of public and private buildings for compliance with City building codes; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

**Requirements:**

Must have successfully performed all of the job duties of a Building Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Building Inspector certification which consists of the ICC Residential Building Inspector certification and the ICC Commercial Building Inspector certification.

**Sample Duties:**

1. Inspects all new building construction, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for building permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Performs related work and other duties as required or assigned.

**Title: Building Inspector III**

Under direction, performs complex inspections and evaluates new building construction, alterations, and repair of public and private building for compliance with City building codes; and enforces codes in areas of non-compliance; and reviews and approves permit applications. Serves as team leader for lower-level inspectors; instructs and offers guidance on proper practices and improvements to ensure continued compliance.

**Requirements:**

Must have successfully performed all of the job duties of a Building Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Building Code Specialist certification which consists of the following certifications; the ICC Residential Building Inspector certification, the ICC Commercial Building Inspector certification, the ICC Building Plans Examiner certification and the ICC Code Specialist Module.

**Sample Duties:**

1. Inspects all new building construction, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for building permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Serves as a team leader and trains Building Inspectors on permitting, inspections, and code compliance matters and procedures; may assist in large or highly complex building inspections.
9. Performs related work and other duties as required or assigned.

**Title: Electrical Inspector I**

Under direction, reviews and approves permit applications; inspects and evaluates new electrical installations, alterations, and repair in public and private buildings for compliance with City electrical codes; and enforces codes in areas of non-compliance.

**Requirements:**

Requires possession of the International Code Council (ICC) Residential Electrical Inspector certification or Commercial Electrical Inspector certification within the first 12 months of employment. Electrical Inspector certification shall be commercial or residential as specified by the City of Springfield, Illinois.

**Sample Duties:**

1. Inspects all new electrical installations, repairs, and alterations in buildings or structures, assuring the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for electrical permits and assists in evaluating plans, specifications, and other related documents for compliance with City electrical codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.
4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required.
8. Performs related work and other duties as required or assigned.

**Title: Electrical Inspector II**

Under direction, reviews and approves permit applications; inspects and evaluates new electrical installations, alterations, and repair in public and private buildings for compliance with City electrical codes; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

**Requirements:**

Must have successfully performed all of the job duties of an Electrical Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Electrical Inspector certification which consists of the ICC Residential Electrical Inspector certification and the ICC Commercial Electrical Inspector certification.

**Sample Duties:**

1. Inspects all new electrical installations, repairs, and alterations in buildings or structures, assuring the work conforms to the City codes and ordinances. Issues stop work orders for

violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.

2. Reviews applications for electrical permits and assists in evaluating plans, specifications, and other related documents for compliance with City electrical codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.
4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Performs related work and other duties as required or assigned.

**Title: Electrical Inspector III**

Under direction, performs complex inspections and evaluates new electrical installations, alterations, and repair of public and private building for compliance with City electrical codes; and enforces codes in areas of non-compliance; and reviews and approves permit applications. Serves as team leader for lower-level inspectors; instructs and offers guidance on proper practices and improvements to ensure continued compliance.

**Requirements:**

Must have successfully performed all of the job duties of an Electrical Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Electrical Code Specialist certification which consists of the following certifications; the ICC Residential Electrical Inspector certification, the ICC Commercial Electrical Inspector certification, the ICC Electrical Plans Examiner certification and the ICC Code Specialist Module.

**Sample Duties:**

1. Inspects all new electrical installations, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for

- violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for electrical permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.
  3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
  4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
  5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
  6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
  7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
  8. Serves as a team leader and trains Electrical Inspectors on permitting, inspections, and code compliance matters and procedures; may assist in large or highly complex electrical inspections.
  9. Performs related work and other duties as required or assigned.

**Title: Mechanical Inspector I**

Under direction, reviews and approves permit applications; inspects and evaluates new mechanical installations, alterations, and repair in public and private buildings for compliance with City mechanical codes; and enforces codes in areas of non-compliance.

**Requirements:**

Requires possession of the International Code Council (ICC) Residential Mechanical Inspector certification or Commercial Mechanical Inspector certification within the first 12 months of employment. Mechanical Inspector certification shall be commercial or residential as specified by the City of Springfield, Illinois.

**Sample Duties:**

1. Inspects all new mechanical installations, repairs, and alterations in buildings or structures, assuring that the work conforms to the City codes and ordinances. Issues stop work orders for

- violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.
  3. Reviews applications for mechanical permits and assists in evaluating plans, specifications, and other related documents for compliance with City mechanical codes and ordinances and approves permit applications as appropriate.
  4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
  5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
  6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
  7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required.
  8. Performs other duties as required or assigned.

**Title: Mechanical Inspector II**

Under direction, reviews and approves permit applications; inspects and evaluates new mechanical installations, alterations, and repair in public and private buildings for compliance with City mechanical codes; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

**Requirements:**

Must have successfully performed all of the job duties of a Mechanical Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Mechanical Inspector certification which consists of the ICC Residential Mechanical Inspector certification and the ICC Commercial Mechanical Inspector certification.

**Sample Duties:**

1. Inspects all new mechanical installations, repairs, and alterations in buildings or structures, assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field

- inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.
3. Reviews applications for mechanical permits and assists in evaluating plans, specifications, and other related documents for compliance with City mechanical codes and ordinances and approves permit applications as appropriate.
  4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
  5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
  6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
  7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
  8. Performs other duties as required or assigned.

**Title: Mechanical Inspector III**

Under direction, reviews and approves permit applications; inspects and evaluates new mechanical installations, alterations, and repair in public and private buildings for compliance with City mechanical codes; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

**Requirements:**

Must have successfully performed all of the job duties of a Mechanical Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Mechanical Code Specialist certification which consists of the following certifications; the ICC Residential Mechanical Inspector certification, the ICC Commercial Mechanical Inspector certification, the ICC Mechanical Plans Examiner certification and the ICC Code Specialist Module.

**Sample Duties:**

1. Inspects all new mechanical installations, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for mechanical permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.

3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Serves as a team leader and trains Mechanical Inspectors on permitting, inspections, and code compliance matters and procedures; may assist in large or highly complex mechanical inspections.
9. Performs related work and other duties as required or assigned.

**Title: Plumbing Inspector I**

Under direction, reviews and approves permit applications; inspects and evaluates new plumbing installations, alterations, and repair in public and private buildings for compliance with City plumbing ordinances and state plumbing code; and enforces codes in areas of non-compliance.

**Requirements:**

Requires possession of the State of Illinois Plumbing Inspector Certification and the International Code Council (ICC) Residential Plumbing Inspector certification or Commercial Plumbing Inspector certification within the first 12 months of employment. The ICC Plumbing Inspector certification shall be commercial or residential as specified by the City of Springfield, Illinois.

**Sample Duties:**

1. Inspects all new plumbing installations, repairs, and alterations in buildings or structures, assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for plumbing permits and assists in evaluating plans, specifications, and other related documents for compliance with City plumbing ordinances and state plumbing code and approves permit applications as appropriate

3. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.
4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required.
8. Performs other duties as required or assigned.

**Title: Plumbing Inspector II**

Under direction, reviews and approves permit applications; inspects and evaluates new plumbing installations, alterations, and repair in public and private buildings for compliance with City plumbing ordinances and state plumbing code; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

**Requirements:**

Must have successfully performed all of the job duties of a Plumbing Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Plumbing Inspector certification which consists of the ICC Residential Plumbing Inspector certification and the ICC Commercial Plumbing Inspector certification. Requires possession of the State of Illinois Plumbing Inspector Certification.

**Sample Duties:**

1. Inspects all new plumbing installations, repairs, and alterations in buildings or structures, assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for plumbing permits and assists in evaluating plans, specifications, and other related documents for compliance with City plumbing ordinances and state plumbing code and approves permit applications as appropriate
3. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.

4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Performs other duties as required or assigned.

**Title: Plumbing Inspector III**

Under direction, reviews and approves permit applications; inspects and evaluates new plumbing installations, alterations, and repair in public and private buildings for compliance with City plumbing ordinances and state plumbing code, and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

**Requirements:**

Must have successfully performed all of the job duties of a Plumbing Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Plumbing Code Specialist certification which consists of the following certifications; the ICC Residential Plumbing Inspector certification, the ICC Commercial Plumbing Inspector certification, the ICC Plumbing Plans Examiner certification and the ICC Code Specialist Module. Requires possession of the State of Illinois Plumbing Inspector Certification.

**Sample Duties:**

1. Inspects all new plumbing installations, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for mechanical permits and assists in evaluating plans, specifications, and other related documents for compliance with City plumbing ordinances and state plumbing code and approves permit applications as appropriate
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.

4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Serves as a team leader and trains Plumbing Inspectors on permitting, inspections, and code compliance matters and procedures; may assist in large or highly complex plumbing inspections.
9. Performs related work and other duties as required or assigned.

**Title: Audio-Visual Technician I**

Under general supervision of Audio-Visual personnel, will within one year be able to perform all duties of Audio-Visual Technician II.

**Requirements and Sample Duties:**

1. Will be evaluated on a quarterly basis.
2. Will be proficient in all aspects of Municipal Access Channel and Access 4 while in the City's control.
3. Performs other duties as required or assigned.

**Title: Audio-Visual Technician II**

Under direct supervision, participates in the operation of the Springfield Municipal Channel 18 and Access 4, including inter-agency cooperation in all Audio-Visual and Public Information areas.

**Requirements:**

Must be proficient and skilled with a camera and photographic techniques  
 Must be proficient in all operation shooting live and taped productions.  
 Must be proficient in the operation of consoles, computers, character generators, music and audio sections of the Municipal Channel 18 and Access 4 and their associated areas.  
 Requires knowledge of creating DVD and videotape copies.

**Sample Duties:**

1. Maintains the video library for production and air.
2. Maintains maintenance and repairs of all departmental equipment.

3. Performs all duties of the Audio-Visual Technician III in their absence.
4. Performs other duties as required or assigned.

**Title: Audio-Visual Technician III**

Under general supervision, operates, installs and maintains video, audio, and other equipment associated with the City of Springfield's television and internet broadcasting of the Springfield Municipal Channel 18 and Access 4, including inter-agency cooperation in all Audio-Visual and Public Information areas.

**Requirements:**

Must have successfully performed all of the job duties of an Audio-Visual Technician II for a minimum of two (2) years or shall possess the equivalent education and/or experience necessary to be proficient as an Audio-Visual Technician III.

**Sample Duties:**

1. Performs video, audio and photography recording utilizing broadcast, ENG cameras and audio devices, and other recording devices.
2. Performs audio-visual post-production editing for City programs and projects.
3. Executes engineering, master control, programming and overall maintenance duties for all broadcast systems and operations.
4. Programs shows for broadcast on Municipal Channel 18, Community Access Channel 4, City websites, and social media platforms.
5. Performs technical direction and recording of the City's live broadcasts of meetings and other events, usually on Tuesday evenings.
6. Manages loaner equipment inventory, equipment processing, scheduling and coordination with Community Producers for temporary use of community-assigned equipment.
7. Maintains records and submits daily work reports with scope of work, equipment used and follow ups as well as the time spent on individual assignments.
8. Utilizes strong customer service skills to interact with community producers and the public.
9. Cleans and dusts equipment, studio, control room and all other work environments to maintain clean work stations.
10. Performs other duties as required or assigned.

**City of Springfield and International Brotherhood of Electrical Workers Local 193**

**Audio Visual/Inspectors**

**Memorandum of Agreement ("MOA")**

**Waiver of Paid Leave for All Workers Act**

The City of Springfield ("City") and International Brotherhood of Electrical Workers ("IBEW") wish to enter into this MOA to address leave benefits that are covered by the new collective bargaining agreement ("CBA") between the parties.

WHEREAS the City and IBEW are currently parties to a CBA in effect from August 1, 2019, through July 31, 2023.

WHEREAS the City and IBEW have reached an Agreement for a new CBA to be effective for the period from August 1, 2023, through July 31, 2026.

WHEREAS the new 2023 Agreement is in the process of approval.

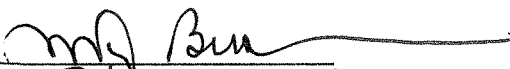
WHEREAS the new 2023 Agreement includes leave benefits that are more beneficial to the employees than the leave benefits provided by the Paid Leave for all Workers Act.


As such, the parties agree as follows:

1. 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).

City of Springfield

International Brotherhood of Electrical Workers

By:   
Dated: 7/26/24 GEM

By:   
Dated: 7/22/2024

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE CITY OF SPRINGFIELD, ILLINOIS**

**And**

**LOCAL UNION NO. 193**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**(AUDIO-VISUAL AND INSPECTORS)**

This Memorandum of Agreement (“MOA”) is entered into by the Employer, the City of Springfield (“City”), and Local Union No. 193, of the International Brotherhood of Electrical Workers (“Union”) (collectively referred to as “Parties”).

WHEREAS, the City and the Union are currently parties to a Collective Bargaining Agreement in effect from August 1, 2019, through July 31, 2023 (“CBA”).

WHEREAS, the City and the Union have reached an Agreement for a new CBA to be effective for the period from August 1, 2023, through July 31, 2026.

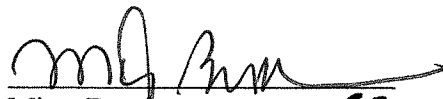
WHEREAS, the new CBA is in the process of approval.

WHEREAS, the new CBA includes the wage increases for employees covered under the CBA.

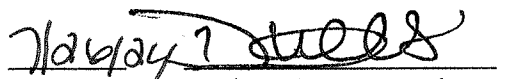
The agreed-upon terms are as follows:

1. The wage rates for Audio-visual Technicians are attached hereto as Appendix A consistent with the percentage increases covered under the new CBA Article XV, entitled “Wages.”

Agreed:

  
Misty Buscher  
Mayor, City of Springfield

GM

  
Date Business Representative  
IBEW Local Union No. 193

7/22/2024  
Date

APPENDIX D

	8/1/2023	8/1/2024	8/1/2025
	2.25%	2.5%	2.5%
Audio Visual Technician I (Probationary)	\$18.47	\$18.93	\$19.41
Audio Visual Technician I	\$20.94	\$21.46	\$22.00
Audio Visual Technician II	\$24.63	\$25.25	\$25.88
Audio Visual Technician III	\$27.09	\$27.77	\$28.46

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF SPRINGFIELD, ILLINOIS**

**And**

**LOCAL UNION NO. 193  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(AUDIO-VISUAL AND INSPECTORS)**

This Memorandum of Understanding ("MOU") is entered into by the Employer, the City of Springfield ("Employer"), and Local Union No. 193, of the International Brotherhood of Electrical Workers ("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 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  
Mayor, City of Springfield

*GEN* 1/12/2020

Date



Business Representative  
IBEW Local Union No. 477

1/16/2020

Date