

**CITY OF SPRINGFIELD**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
COUNCIL 31, AFL-CIO  
LOCAL 3738**

**Clerical/Technical Unit**

**and**

**Professional Unit**

**Effective**

**August 1, 2025 to July 31, 2029**

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**ARTICLE I**  
**AGREEMENT**

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

**ARTICLE II**  
**PREAMBLE**

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

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

**ARTICLE III**  
**RECOGNITION**

**Section 1. Recognition**

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

**Professional Unit:**

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

**Clerical/Technical Unit:**

Account Clerk I, II

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

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

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

Secretary I, II  
Security Officer I\*\*\*  
Service Representative I, II, III, IV  
Small Motor Repairman\*\*\*  
Storeroom Foreman  
Stores Clerk  
Switchboard Operator  
Tour Reservation Coordinator  
Community Service Officer \*\*\*  
Training Coordinator  
Word Processing Machine Operator  
Building Permit Assistant I, II

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\*Except Currently Excluded

\*\*Oak Ridge

\*\*\*Titles included in Drug Testing

**Library Intermittent Employees:**

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

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

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

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

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

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

**Section 2. New Classifications**

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

**Section 3. Job Classifications**

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

**Section 4. Job Descriptions**

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

**ARTICLE IV  
NON-DISCRIMINATION**

**Section 1. Prohibition Against Discrimination**

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

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

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

**Section 2. Union Activity**

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

### **Section 3. Equal Employment/Affirmative Action**

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

## **ARTICLE V CHECKOFF**

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

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

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

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

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

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

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

soon as practicable and within the prescribed procedures of the Office of Budget and Management from the date of the deduction.

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

**Section 2. Revocation.**

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

**Section 3. Indemnification.**

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

**ARTICLE VI  
NO STRIKE/NO LOCKOUT**

**Section 1. No Strike**

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

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

**Section 2. No Lockout**

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

**Section 3. Employer Rights**

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

**ARTICLE VII  
MANAGEMENT RIGHTS**

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

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

**ARTICLE VIII  
UNION RIGHTS**

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

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or other meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, pertinent witnesses, or grievants, and if such attendance does not unreasonably interfere with the Employer's operations. Such approval shall not be denied except for a bona fide operational need by the employer, taking into consideration the Department's staffing levels. Such denial shall be submitted to the employee in writing prior to the start of the meeting.

**Section 2. Access to Premises by Union Representatives**

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

**Section 3. Information Provided to Union**

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

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

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

**Section 4. Time Off for Union Activities**

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

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

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

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

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

#### **Section 5. Union Bulletin Boards**

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

#### **Section 6. Meeting Spaces and Telephone Use**

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

#### **Section 7. Annual Training**

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

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

**Section 1. Definition**

A grievance is a difference of opinion or dispute raised by the Union, an employee, or a group of employees (with respect to a single common issue) covered by this Agreement and the Employer which concerns the meaning, interpretation or application of the express provisions of this Agreement or arising out of other circumstances or conditions of employment.

**Step 1:**

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

**Step 2:**

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

**Step 3:**

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

- a) If the Union or Employer desires mediation, it shall notify the other party in writing of such desire within thirty (30) days after the Employer gives its second step answer.
- b) After notice is given by either party and the parties mutually agree to mediation, the Employer shall promptly notify the Federal Mediation and Conciliation Service (FMCS) of the grievance referral. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation. The grievant shall have the right to be present at the mediation conference.
- c) There shall be one person from each party designated as spokesperson at the mediation conference. Written material presented to the mediator shall be

returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

d) The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision, interpreting and applying the provisions of the collective bargaining agreement. If the grievance referred to the mediator does not involve the interpretation or application of the collective bargaining agreement or does not arise out of other circumstances and conditions of employment, the mediator shall so advise the parties and terminate the mediation proceedings.

e) In the event that a grievance which has been mediated is appealed to arbitration, no person serving a mediator between these parties may serve as arbitrator, nor may any such person be placed on any panel for which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no references to or use made of any statement, oral or written, or things done at the mediation conference. The advisory decision of the mediator shall not constitute a precedent unless the parties otherwise agree.

f) If no settlement is reached at mediation, the Employer and the Union shall conclude the mediation conference with a joint statement in writing terminating the mediation.

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

#### **Step 4:**

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

The Arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall decide only

the specific issue(s) submitted to him and if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute.

The Arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The Arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the Arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

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

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

## **Section 2. Time Limits**

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

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

### **Section 3. Election of Remedies**

The members of this unit covered by this Agreement are classified employees for the purpose of Civil Service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions, or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize Civil Service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter which may initially be eligible to be a subject of a grievance. If a member initially elects to utilize Civil Service procedures and subsequently decides to avail himself to the grievance procedure hereunder, such member must effectively secure a termination of Civil Service procedures and also file a grievance in the time frame provided in this Agreement for the filing of grievances.

### **Section 4. Stewards**

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

## **ARTICLE X DISCIPLINE**

### **Section 1. Discipline**

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

- Oral Reprimand (notice to be given in writing);
- Written Reprimand (notice to be given in writing);

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

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

## **Section 2. Manner of Discipline**

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

## **Section 3. Notice**

For discipline other than reprimands, the Employer shall hold a pre-deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward of the meeting and shall provide the steward with the alleged infraction at least forty-eight (48) hours in advance (excluding weekends and Holidays). The Employer shall then meet with the employee involved and inform him of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given an opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested.

## **Section 4. Demotion**

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

## **Section 5. Union Representatives**

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

**Section 6. Removal of Discipline**

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

**Section 7. Polygraph**

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

**ARTICLE XI  
LABOR-MANAGEMENT MEETINGS**

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

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

**ARTICLE XII  
HOURS OF WORK AND OVERTIME**

**Section 1. Application**

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

**Section 2. Workday**

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

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

### **Section 3. Meal and Rest Periods**

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

Employees shall be granted a fifteen (15) minute rest period during each one-half shift. The rest period shall be granted at the preference of the employee. However, such rest period may not be used at the beginning or the end of the employees shift, unless specifically authorized by the non-bargaining unit supervisor, such requests shall not be arbitrarily or capriciously denied. If more than one employee has a similar preference and an operational need would limit the number of employees who could take a rest period at that time, seniority shall determine who gets their first preference. Employees who smoke may exercise the option of dividing the rest periods in half.

### **Section 4. Work Shifts and Schedules**

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

All non-probationary employees shall be allowed to exercise their seniority within their worksite to change or retain shift assignments on December 1 of each year. An employee who is bumped shall subsequently be allowed to exercise his right to retain his shift assignment by bumping as well. Assignment pursuant to shift bidding will take effect on January 1. Employees may exercise shift bidding rights only within their current job classification series. The successful bidder must be able to perform the job with a minimum of training.

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

Employees may exchange shifts for their own convenience or the convenience of another employee covered by this Agreement, provided such exchange does not create overtime. It is understood that employees exchanging shifts accept the responsibility to

work any overtime that may come with that shift, in accordance with the overtime rotation schedule.

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

#### **Section 5. Shift Differential**

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

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

#### **Section 6. Overtime**

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

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

#### **Section 7. Sunday Work**

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

### **Section 8. Working on a Holiday**

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

### **Section 9. Call Back Pay**

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

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

### **Section 10. Stand-by**

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

### **Section 11. Overtime Distribution**

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

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

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

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

### **Section 12. Overtime Compensation**

Employees who are regularly scheduled to work seven and one-half (7.5) or eight (8) hours in a day, or thirty-seven and one-half hours (37.5) or forty (40) hours per week shall receive compensation at the time and one-half rate for all hours worked in excess of those limits. Except for those employees funded by grants, such compensation shall be in cash or compensatory time at the discretion of the employee. An employee must elect whether overtime worked in a pay period shall all be converted to compensatory time or all be paid in cash. Notwithstanding the above language, the practice of payment of overtime for Library employees for work on Sundays shall remain at the time and one-half rate.

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

### **Section 13. Scheduling of Compensatory Time**

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

### **Section 14. Payroll Period**

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

**Section 15. No Pyramiding**

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

**Section 16. Alternative Schedules**

The parties agree to meet and discuss the feasibility of implementation of flexible schedules and/or alternative schedules in the Treasurer's Office within sixty (60) days of the signing of this Agreement.

**ARTICLE XIII  
SENIORITY**

**Section 1. Definition**

An employee's continuous service record shall be broken by resignation, retirement, death, discharge for cause, transfer out of the unit and layoff in excess of thirty-six (36) months, unless their recall period has been extended.

**Section 2. Breaks in Continuous Service**

An employee shall be terminated if they have been on layoff for a period of thirty-six (36) months whichever greater, unless their recall period has been extended.

An employee's seniority shall continue during:

1. Period of approved absence with leave
2. Period of absence because of injury or illness
3. Period of layoff because of lack of work

**Section 3. Determination of Seniority for Same Day Hires**

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

**Section 4. Seniority List**

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

Any dispute over the seniority standing of any employee on the seniority list shall be submitted to Step two (2) of the grievance procedure. After the posting of a seniority list, if the list is not questioned within thirty (30) days, such list shall be deemed to be

correct for that period of the posting and upon written request a copy of said list shall be sent to the Union.

## **ARTICLE XIV** **PROBATION AND PROBATIONARY PERIODS**

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

All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period of six (6) months from the last date of hire. However, employees hired as a Customer Service Representative shall have an eight (8) month probationary period.

### **Section 2. Breaks In Service**

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

### **Section 3. Initial Probationary Period**

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

### **Section 4. Seniority**

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

### **Section 5. Probationary Promotions**

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

**ARTICLE XV**  
**VACANCIES**

**Section 1. Posting**

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

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

**Section 2. Selection**

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

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

If no employee in the Local 3738 bargaining unit applies or is qualified for the vacant position, the vacant position may be posted for external candidates to apply, preference shall be given to other City of Springfield employees within other AFSCME bargaining units, depending on the applicants qualifications, experience, knowledge, skills, and ability to perform the work in question, over any other external hire. For any posted position not filled within forty-five (45) days after the expiration of the posting period, upon request by the Union to the Office of Human Resources, the Union shall be provided with the reason a selection has not been made.

### **Section 3. Promotion Probationary Period**

Employees moving into a new position for which they were not previously certified shall serve a four (4) month probationary period in a promotion. If the position movement occurs prior to the completion of the initial probationary period the two (2) probationary periods shall run concurrently. If during this probationary period the employee is unable to perform as determined by the Employer or employee, he may be returned to his same position, seniority permitting. If the employee does not have the seniority to return to his same position, the layoff provisions in Article XVII shall apply.

### **ARTICLE XVI LAYOFF AND RECALL**

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

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

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

1. to fill a vacancy in the same classification within the same bargaining unit;
2. to displace the least senior employee with the same classification in the same bargaining unit;
3. to fill a vacancy in a classification having a lower rate of pay within the same bargaining unit;
4. to displace the least senior employee in a lower level classification within the same classification series in the same bargaining unit.

Any employee being laid off shall be notified in writing as soon as practical but no later than thirty (30) days before the effective date of the layoff.

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

Employees on layoff shall not accumulate vacation and sick leave during the period of layoff. However, there shall be no loss of accumulated sick leave due to

layoff, except that when an employee is continuously laid off for a period of thirty-six (36) months, accumulated sick leave shall be lost. Accumulated vacation shall be paid on the next payroll following the laid off individual's last day of work.

## **Section 2. Definition of Term**

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

## **Section 3. Grant Funded Employees**

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

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

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

## **Section 4. Recall**

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

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

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

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

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

## **ARTICLE XVII** **PERSONNEL FILES**

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

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

(g) Pre-employment information shall not be subject to inspection or copying.

**ARTICLE XIII**  
**PERFORMANCE EVALUATIONS**

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

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

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

**ARTICLE XIX**  
**LEAVES OF ABSENCE**

Section 1. General Leave

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

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

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

## **Section 2. Military Leave**

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

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

## **Section 3. Family Medical Leave**

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

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

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

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

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

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

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

#### **Section 4. Medical Leave**

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

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

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

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

## **Section 5. Bereavement Leave**

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

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

## **Section 6. Jury Duty**

An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment the employee must submit to the City a certificate of service duly signed by the court clerk. However, an employee may elect to fulfill such jury service on accrued compensatory time, vacation or personal leave and retain the full amount received for such jury service. Employees on the evening or night shift who are subpoenaed for jury duty may be reassigned to the day shift if there is sufficient staffing so that overtime is not created by the reassignment. If said reassignment is not possible, employees may voluntarily exchange shifts as long as such exchange does not produce overtime. An employee released from jury duty two (2) or more hours from the end of his regularly scheduled shift shall return to work upon said release.

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

## **Section 7. Sick Leave**

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

- a) Positive steps will be taken by each department to correct attendance.
- b) The parties agree to follow the Progressive Disciplinary Track for Attendance outlined in the Memorandum of Understanding attached to this Agreement.
- c) Continual unsatisfactory attendance patterns will not be tolerated and appropriate action as outlined in this article will follow.

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

Employees shall start to accrue sick leave from their date of hire, at the rate of one (1) day for each completed month. There shall be no maximum on the amount of sick leave that may be accumulated. Employees shall be eligible to take sick leave after three (3) months of continuous service. Newly hired employees, during their first three (3) months of their probationary period, shall be granted authorized dock time for illnesses

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

Employees shall not be penalized or called at home for the reasonable use of sick leave; however, it is the responsibility of each employee requesting sick leave to

notify the Employer prior to the start of the shift unless circumstances prevent the employee from doing so.

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

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

#### **Proof status**

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

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days, or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. a pattern of undocumented sick leave usage.
4. repeated use of sick leave benefits as they are earned and consistently exhausted.
5. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

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

Once an employee is placed on proof status, the employee must provide proper medical certification for the continued use of sick leave until the employee has gone sixty (60) working days without any additional occurrences on the attendance progression track.

Proper medical certification must contain the following elements:

- a) Signature, address, and phone number of the medical practitioner (or authorized designee).
- b) The pertinent date(s) in question of the illness or injury.
- c) An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.
- d) The original medical statement must be submitted; if the employee needs a copy, management will provide.

Notwithstanding the above, the Employer may accept an electronically generated statement with an electronic signature or a facsimile with cover page, if the necessary information is provided as set forth in (a), (b), (c), and (d). An employee not on proof status who utilizes sick leave may, at the employee's discretion, provide medical certification for any such absence and have such certification included in their supervisor's file. Absences for which medical certification has been provided shall not be a consideration in the determination of whether to place an employee on proof status.

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

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

After accumulating thirty-two (32) days of sick leave, employees may exchange sick leave days for vacation days at a rate of two (2) sick leave days for one (1) vacation day. Each vacation day so earned must be used as a vacation day within the year of the exchange. The number of sick leave days exchanged per year shall not exceed ten (10) days and at no time shall the number of days of accumulated sick leave be reduced to less than thirty (30) days. No payment shall be made for vacation days acquired hereunder if not used.

Any bargaining unit employee shall be paid upon retirement or death five-twelfths (5/12ths) his straight time hourly rate for all sick leave accumulated up to ninety (90)

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

#### **Section 8. Benefit Time Donation**

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

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

#### **Section 9. Duty Disability**

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended, provided that the first three (3) days of such disability shall be at full salary. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between

compensation payable under the above-mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension, and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work-related injuries which cannot be resolved between the Employer and employee shall be decided under the procedures of the Worker's Compensation Commission. The employee will receive full time for the day of injury. Employees absent 30 working days or more shall not accrue benefit time unless specifically awarded, pursuant to the Workers' Compensation Act, award or settlement.

#### **Section 10. Personal Business Days**

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

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

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

#### **Section 11. Maternity/Paternity/Adoption Leave**

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

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

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

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

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

#### **Section 12. Paid Leave for All Workers Act**

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

#### **Section 13. Time Off Request Forms**

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

#### **Section 14. Failure to Return**

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

#### **Section 15. Part-Time Employees**

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

#### **Section 16. Employee Rights After Leave**

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

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

#### **Section 17. Tuition Reimbursement**

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

**ARTICLE XX**  
**HOLIDAYS**

**Section 1. Holidays**

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

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

**Section 2. Part-time Employees**

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

**Section 3. Work on a Holiday**

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

**Section 4. Holiday on a Normal Day Off**

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

**Section 5. Eligibility**

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

**Section 6. Holiday During Vacation**

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

**Section 7. Holiday Observance**

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

**Section 8.**

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

Employees shall receive straight-time pay for all designated Holidays, regardless of whether the Holiday is observed on the traditional date or on an alternate "observed" date designated by the City of Springfield.

If a Holiday falls on its traditional calendar date, Library employees who are scheduled and perform work on that date shall be deemed to have worked on the Holiday.

If the City of Springfield designates an alternate "observed" date for a Holiday, Library employees who are scheduled and perform work on that observed date shall also be deemed to have worked on the Holiday.

Employees shall be credited Holiday time in accordance with City practice for the "observed" date, while receiving straight-time compensation for the Holiday itself.

The parties acknowledge that there may be occasions when the City of Springfield is closed but the Library remains open. In such circumstances, Library employees who are scheduled to work shall not be deemed to be working on a Holiday unless the date is a designated Library Holiday under this Agreement.

**ARTICLE XXI  
VACATIONS**

**Section 1. Accrual**

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

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

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

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

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

**Section 2. Use**

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

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

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

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

Employees with at least six (6) months continuous service who retire or resign from the service of the Employer shall be compensated at their straight time hourly rate for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the Employer in writing. If said notification is not provided, the employee shall not be entitled to any pay for accumulated vacation time. The parties recognize there may be circumstances that prevent giving 2 weeks notice. In those cases, the Employer and Union will meet to discuss waiver of the notification requirement. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any probationary employee or any employee discharged for cause be compensated for unused vacation.

### **Section 3. Vacation Buy Back**

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

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

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

**ARTICLE XXII**  
**TEMPORARY ASSIGNMENT**

**Section 1.**

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

**Section 2.**

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

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

**Section 3. Time Limits**

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

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

**ARTICLE XXIII**  
**ABSENCES AND TARDINESS**

**Section 1. General Provisions**

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

**Section 2. Absence/Tardiness**

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

If an employee is going to arrive late or be tardy at the beginning of their shift, or returning from lunch/break late, they must report it prior to being late by contacting their immediate Supervisor, or calling a designated line indicated by the department; with the reason the employee will be late. Once the employee arrives at work, they must notify their immediate Supervisor by email as to the time they arrived.

- Under seven (7) minutes late, employees may make up the time away on the employee's lunch. Example, five (5) minutes late, take a 55-minute lunch instead of 60-minute lunch.
- Over seven (7) minutes or later, the employee may use benefit time (vacation or compensatory) or may make up the time away on the employee's lunch.

If the employee does not have benefit time available to use but does not want to make up the time on their lunch, they may choose to receive docked time.

Failure to report a tardiness prior to being late, repeated or excessive tardiness, and/or repeated or excessive use of benefit or docked time under this Article shall result in disciplinary action.

The parties agree to follow the Progressive Disciplinary Track for Attendance outlined in the Memorandum of Understanding attached to this Agreement.

**ARTICLE XXIV**  
**SAFETY AND HEALTH**

**Section 1. General Statement**

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

**Section 2. Tools & Equipment**

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

**Section 3. Clothing**

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

**Section 4. Inclement Weather Gear**

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

**Section 5. Toxic Substances**

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

**Section 6. A/V Recording and GPS Tracking**

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

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

Clearly visible notice will be posted anywhere recording technology is in use, including vehicle interiors. The parties agree that such technology shall not be utilized for the purpose of harassing or simply surveilling the day-to-day activity of employees. It may

be utilized to verify the guilt or innocence of an employee accused of misconduct, provided that the video/audio/GPS data is not the sole basis for the charges. In the event such data is utilized to support discipline the Union will be given copies of all pertinent data as well as documentation of what the non-surveillance basis for suspecting the employee of misconduct.

## **ARTICLE XXV GENERAL PROVISIONS**

### **Section 1. External Employment**

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

### **Section 2. Workshops**

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

### **Section 3. Driver's License**

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

### **Section 4. Commercial Driver's License Requirement**

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

- (a) License fee to be paid by the employee, the difference between the cost of a regular license and CDL shall be paid by the Employer.
- (b) The first written test shall be taken during working hours without loss of pay.
- (c) Road test to be taken on City time in a City owned vehicle.
- (d) Training to familiarize the employee with the new Commercial Driver's License requirement will be provided by the City.
- (e) Employees, except employees serving an original probationary period, who have failed the test and whose C license or temporary permit has expired will be

temporarily reassigned at 10% less per hour for a maximum of ninety (90) days. No more than one (1) employee may be temporarily reassigned at any one time.

If during the ninety (90) day temporary reassignment the employee still has not received his Commercial Driver's License, he will be placed on layoff for a maximum of sixty (60) days. If at any time during the ninety (90) day reassignment or sixty (60) day layoff period an employee obtains his Commercial Driver's License, he will be returned to his former position and pay.

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

### **Section 5. Dress Code**

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

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

The committee shall consist of 2 Union representatives, 2 management representatives, and at least one non-voting member from the Human Resources Department.

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

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

### **Section 6. Temporary Employees**

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

**Section 7. Records and Forms**

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

**Section 8. Garnishments**

Garnishments shall be made under the applicable laws and regulations.

**Section 9. Printing of Agreement**

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

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

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

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

**ARTICLE XXVI  
SUBCONTRACTING AND SUCCESSORSHIP**

**Section 1.**

The Employer shall not contract or subcontract any work normally or presently being performed by bargaining unit employees, including any work assignments created pursuant to the Welfare to Work Reform Act of 1996, for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

**Section 2.**

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

**ARTICLE XXVII**  
**INCLEMENT WEATHER**

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

Whenever inclement weather or any other emergency situations makes it necessary for the Employer to restrict hours of operation which impacts members of this Bargaining Unit as outlined in this Agreement, the impacted employees shall be compensated as if they worked a full shift if they work for the entirety of the shift not impacted by the restricted hours. In the event the Employer is to restrict hours of operation which impacts members of this Bargaining Unit and an impacted employee is unable to report to any non-restricted portion of his/her shift, the impacted employee shall be required to use benefit time for the entirety of the shift missed for non-restricted hours of operation. In the event the Employer closes operations for a full day, employees shall be compensated as if they worked the full shift for that day.

**ARTICLE XXIII**  
**WAGES**

Effective August 1, 2025, the pay rates for all bargaining unit classifications and steps shall be increased by \$1.00/hour. In addition to this increase the following increases shall take effect:

- Effective August 1, 2025, the Tier II wage schedule shall be eliminated and all employees on the Tier II wage scale shall be moved to the regular wage scale.
- Effective August 1, 2025, employees making less than \$20.00/hour shall receive the greater of a \$1.00/hour increase or placement at \$20.00/hour. For example, if after the \$1.00/hour increase an employee's wage falls below \$20.00/hour, the rate for that classification shall be increased to \$20.00/hour.

Effective August 1, 2025, Security Officer 1 wage rates shall be adjusted to \$23.50/hour, in lieu of the \$1.00/hour increase.

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

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

Effective August 1, 2028, the pay rates for all bargaining unit classifications and steps shall be increased by \$0.90/hour.

**Longevity:**

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

**Title Wage Adjustments – Semi-Automatic Promotion**

**Facility Maintenance Workers**

Facility Maintenance Worker I – Semi-automatic promotion to FMW II – 4 years.

Elimination of Semi-automatic promotion from FMW II to FMW III. Management must maintain at least 3 FMW III minimum.

**Service Representatives**

Service Representative I – Semi-automatic promotion to Service Representative II after 2 years in title.

**Cashiers (CWLP only, excluding Cashiers within the Treasurer's Office)**

Cashier I – semi-automatic promotion to Cashier II after 2 years.

**Administrative Clerks**

The Union may provide a written request to the Employer to determine eligibility for promotion from an Administrative Clerk I to Administrative Clerk II. The Employer reserves the right to conduct an audit upon such request and to determine eligibility for the promotion. The audit shall be based upon an individual's qualifications, experience, knowledge, skills, and ability to perform the work in question.

**Hazard Pay – Oak Ridge Cemetery Employees:**

Employees working in an aerial bucket truck trimming or sawing trees for one (1) hour or more per day shall receive \$1.50 per hour additional "aerial truck pay" for the entire day. Employees will not receive aerial truck pay for non-tree work such as accessing roofs, cleaning gutters, etc.

**ARTICLE XXIX  
DRUG TESTING**

Effective 90 calendar days after the signing of the agreement, all employees in the bargaining unit are subject to drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol

following any OSHA reportable event or any accident which results in a fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving traffic violation arising from an accident. In addition, employees in those classifications identified in Article III, Recognition are subject to periodic random drug and/or alcohol testing.

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

### **Section 1. Discipline**

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

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

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

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

If a drug test result is positive:

- (1) First Offense – The employee will be subject to a minimum 30-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required, unless exigent circumstances can be demonstrated by the Union or employee.

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

## **Section 2. Compliance with Testing Requirements**

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

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

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

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

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

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

**Section 3. Confidentiality**

Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies, and legitimate medical explanations provided by the Medical Review Office (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing, charge, claim, or other legal proceeding initiated by or on behalf of an employee. Employees shall, upon written request, have access to their own results and to records relating to them which the MRO provides to the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

**ARTICLE XXX  
RESIDENCY**

The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.06 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the Parties current collective bargaining agreement. The parties agree to meet and negotiate if the City Council makes any changes to Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by Council which are more restrictive than the ordinance shall apply to any bargaining unit member.

**ARTICLE XXXI  
SAVINGS PROVISION – PARTIAL INVALIDITY**

**Section 1. Savings**

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

**Section 2. Partial Invalidity**

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

**ARTICLE XXXII**  
**ENTIRE AGREEMENT**

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


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

**ARTICLE XXXIII**  
**TERMINATION**

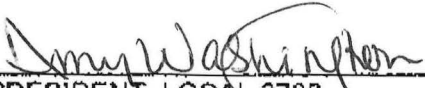
This Agreement shall be effective as of the 1st day of August 2025 and shall remain in full force and effect until the 31st day of July 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after notice. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

In witness whereof the parties hereto have set their hands this 15<sup>th</sup> day of April<sup>th</sup>, 2026.

  
AFSCME COUNCIL 31

  
MAYOR MISTY BUSCHER  
CITY OF SPRINGFIELD, ILLINOIS

  
PRESIDENT, LOCAL 3738

  
BARGAINING COMMITTEE MEMBER

  
BARGAINING COMMITTEE MEMBER

  
BARGAINING COMMITTEE MEMBER

**APPENDIX A**  
**PART-TIME PRORATED BENEFITS FORMULA**

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

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

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

- b) More than one year's service:

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

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

**APPENDIX B**  
**OVERTIME ROSTER**

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

**Springfield Police Department:**

Municipal Center East Basement  
Academy

**CWLP:**

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

**Library:**

3rd Floor

**Oak Ridge Cemetery**

**APPENDIX C**  
**Hours of Work by Agency – 3738**

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

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

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

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

**Office of Budget Management (OBM)** - 8:00 a.m. - 4:30 a.m.

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

**Public Works** - Facility Maintenance Worker I (8.00 hours) - 1) 3:00pm – 11:00pm, 2) 3:00pm – 11:00pm, 3) 7:30am – 4:30pm, 4) 7:30am – 4:30pm, 5) 6:00am-3:00pm  
Facility Maintenance Worker III (7.50 hours) - 1) 7:30am-4:00pm, 2) 7:00am-3:30pm, 3) 7:00am-3:30pm

**Economic Development** - 8:00 a.m. - 4:30 a.m.

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

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

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

**Library** - Early Shift – 8:30 am – 5:00 pm Mon thru Sat., Late Shift – 11:30 am – 8:00 pm Mon thru Thur., **Security** - Shift A – 7:00 am – 3:30 pm Monday through Friday; Shift B – 9:00 am – 5:30 pm Tuesday through Saturday; Shift C – 12:00 pm – 8:30 pm Monday – Wednesday, 8:00 am – 4:30 pm Thursday, and 8:30 am – 5:00 pm Friday; Shift D – 10:00 am – 6:30 pm Monday, 12:00 pm – 8:30 pm Tuesday and Wednesday, 8:30 am – 5:00 pm Thursday, and 8:00 am – 4:30 pm Saturday. Shifts C and D rotate weekends and Shifts A and B stay the same.

## MEMORANDUM OF UNDERSTANDING

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

### Library Security Officers

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

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

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

### Oak Ridge Cemetery Maintenance

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

- New employees: Five (5) long sleeve shirts, five (5) t-shirts and five (5) trousers.
- One (1) pair Carhartt coveralls or one (1) pair bibs and jacket (employee choice), replaced as needed as above.
- One (1) all-weather jacket.
- One (1) pair safety toe boots-- \$300.00 per year.
- Raincoats with hoods and rain boots, replaced as needed as above.

### SPD Community Service Officers

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

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

Custodians and Facility Maintenance Workers shall be provided with chemical resistant gloves and goggles. Custodians and Facility Maintenance Workers shall receive an annual clothing allowance of \$250.00.


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

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

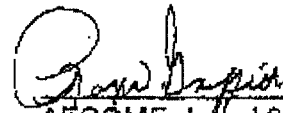
The City of Springfield ("City") and the American Federation of State, County and Municipal Employees (AFSCME), Local 3738 have reached the following agreement regarding health insurance for employees:

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

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

  
 City of Springfield  
 Date

SP3/12  
 Date

  
 AFSCME, Local 3738  
 Rich Bolar

09-12-97  
 Date

AFSCME 3738	8/1/2024	8/1/2025	8/1/2026	8/1/2027	8/1/2028
	BASE RATE	BASE RATE	BASE RATE	BASE RATE	BASE RATE
ACCOUNT CLERK 1	\$ 20.14	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.54
ACCOUNT CLERK 2	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
ACCOUNT TECHNICIAN 1	\$ 25.50	\$ 26.50	\$ 27.25	\$ 28.00	\$ 28.90
ACCOUNT TECHNICIAN 2	\$ 27.24	\$ 28.24	\$ 28.99	\$ 29.74	\$ 30.64
ACCOUNTS RECEIVABLE SPECIALIST	\$ 28.18	\$ 29.18	\$ 29.93	\$ 30.68	\$ 31.58
ADMINISTRATIVE CLERK 1	\$ 25.50	\$ 26.50	\$ 27.25	\$ 28.00	\$ 28.90
ADMINISTRATIVE CLERK 2	\$ 27.24	\$ 28.24	\$ 28.99	\$ 29.74	\$ 30.64
ADMINISTRATIVE COORDINATOR	\$ 33.33	\$ 34.33	\$ 35.08	\$ 35.83	\$ 36.73
BUILDING PERMIT ASSISTANT 1	\$ 20.12	\$ 21.12	\$ 21.87	\$ 22.62	\$ 23.52
BUYER 1	\$ 27.23	\$ 28.23	\$ 29.01	\$ 29.76	\$ 30.66
BUYER 2	\$ 30.74	\$ 31.74	\$ 32.49	\$ 33.24	\$ 34.14
CASHIER 1	\$ 20.14	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.54
CASHIER 2	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
CEMETERY SPECIALIST 40 hours	\$ 28.30	\$ 29.30	\$ 30.05	\$ 30.80	\$ 31.70
CLAIMS COORDINATOR	\$ 29.47	\$ 30.47	\$ 31.22	\$ 31.97	\$ 32.87
CLERK 1	\$ 18.66	\$ 20.00	\$ 20.75	\$ 21.50	\$ 22.40
CLERK TYPIST 1	\$ 20.13	\$ 21.13	\$ 21.88	\$ 22.63	\$ 23.53
CLERK TYPIST 2	\$ 20.72	\$ 21.72	\$ 22.47	\$ 23.22	\$ 24.12
CLERK TYPIST 3	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
COMMUNITY OMBUDSMAN	\$ 28.10	\$ 29.10	\$ 29.85	\$ 30.60	\$ 31.50
COMMUNITY PROGRAMS COORDINATOR	\$ 32.37	\$ 33.37	\$ 34.12	\$ 34.87	\$ 35.77
COMMUNITY PROGRAMS SPECIALIST	\$ 26.87	\$ 27.87	\$ 28.62	\$ 29.37	\$ 30.27
COMMUNITY WORKER	\$ 20.41	\$ 21.41	\$ 22.16	\$ 22.91	\$ 23.81
COMPUTER OPERATOR 1	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
COMPUTER OPERATOR 2	\$ 23.99	\$ 24.99	\$ 25.74	\$ 26.49	\$ 27.39
COMPUTER OPERATOR 3	\$ 26.35	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.75
CONSUMER REPRESENTATIVE 3	\$ 28.10	\$ 29.10	\$ 29.85	\$ 30.60	\$ 31.50
CRIME STUDIES ANALYST	\$ 30.74	\$ 31.74	\$ 32.49	\$ 33.24	\$ 34.14
DATA CONTROL COORDINATOR	\$ 26.35	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.75
DATA CONTROL SPECIALIST	\$ 23.99	\$ 24.99	\$ 25.74	\$ 26.49	\$ 27.39

DATA INPUT OPERATOR 1	\$ 20.14	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.54
DATA INPUT OPERATOR 2	\$ 21.32	\$ 22.32	\$ 23.07	\$ 23.82	\$ 24.72
DEMO/REHAB PERMIT INSPECTOR	\$ 33.82	\$ 34.82	\$ 35.57	\$ 36.32	\$ 37.22
EDUCATIONAL COORDINATOR	\$ 25.35	\$ 26.35	\$ 27.10	\$ 27.85	\$ 28.75
ENGINEERING AIDE	\$ 22.48	\$ 23.48	\$ 24.23	\$ 24.98	\$ 25.88
EQUIPMENT OPERATOR 1 40 hours	\$ 21.39	\$ 22.39	\$ 23.14	\$ 23.89	\$ 24.79
EQUIPMENT OPERATOR 2 40 hours	\$ 24.53	\$ 25.53	\$ 26.28	\$ 27.03	\$ 27.93
FACILITIES MAINT WORKER 1 40 hour	\$ 19.20	\$ 20.20	\$ 20.95	\$ 21.70	\$ 22.60
FACILITIES MAINT WORKER 2	\$ 23.01	\$ 24.01	\$ 24.76	\$ 25.51	\$ 26.41
FACILITIES MAINT WORKER 3	\$ 23.80	\$ 24.80	\$ 25.55	\$ 26.30	\$ 27.20
GRANTS TECHNICIAN	\$ 28.19	\$ 29.19	\$ 29.94	\$ 30.69	\$ 31.59
HUMAN RIGHTS INVESTIGATOR	\$ 25.40	\$ 26.40	\$ 27.15	\$ 27.90	\$ 28.80
INVENTORY CLERK	\$ 25.54	\$ 26.54	\$ 27.29	\$ 28.04	\$ 28.94
LABORER/TRUCK DRIVER 40 hours	\$ 24.90	\$ 25.90	\$ 26.65	\$ 27.40	\$ 28.30
LEAD WORKER	\$ 28.30	\$ 29.30	\$ 28.05	\$ 28.80	\$ 29.70
LIBRARIAN 1	\$ 29.39	\$ 30.39	\$ 31.14	\$ 31.89	\$ 32.79
LIBRARIAN 2	\$ 32.04	\$ 33.04	\$ 33.79	\$ 34.54	\$ 35.44
LIBRARY ASSISTANT 1	\$ 19.62	\$ 20.62	\$ 21.37	\$ 22.12	\$ 23.02
LIBRARY ASSISTANT 2	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
LIBRARY ASSISTANT 3	\$ 23.27	\$ 24.27	\$ 25.02	\$ 25.77	\$ 26.67
LIBRARY ASSISTANT 4	\$ 24.79	\$ 25.79	\$ 26.54	\$ 27.29	\$ 28.19
MAINTENANCE FOREMAN	\$ 26.35	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.75
MAINTENANCE WORKER	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
MESSENGER CLERK I	\$ 19.62	\$ 20.62	\$ 21.37	\$ 22.12	\$ 23.02
MESSENGER CLERK II	\$ 21.42	\$ 22.42	\$ 23.17	\$ 23.92	\$ 24.82
MICROFILM OPERATOR	\$ 20.73	\$ 21.73	\$ 22.48	\$ 23.23	\$ 24.13
OAK RIDGE CEMETERY FOREMAN 40 hours	\$ 31.85	\$ 32.85	\$ 33.60	\$ 34.35	\$ 35.25
RECEPTIONIST	\$ 19.61	\$ 20.61	\$ 21.36	\$ 22.11	\$ 23.01
REHAB CONSTRUCTION SPECIALIST	\$ 33.92	\$ 34.92	\$ 35.67	\$ 36.42	\$ 37.32
REHAB FINANCE SPECIALIST	\$ 33.84	\$ 34.84	\$ 35.59	\$ 36.34	\$ 37.24
SECRETARY 1	\$ 23.04	\$ 24.04	\$ 24.79	\$ 25.54	\$ 26.44
SECRETARY 2	\$ 24.75	\$ 25.75	\$ 26.50	\$ 27.25	\$ 28.15
SECURITY OFFICER 1	\$ 21.92	\$ 23.50	\$ 24.25	\$ 25.00	\$ 25.80
SERVICE REPRESENTATIVE 1	\$ 21.30	\$ 22.30	\$ 23.05	\$ 23.80	\$ 24.70
SERVICE REPRESENTATIVE 2	\$ 23.27	\$ 24.27	\$ 25.02	\$ 25.77	\$ 26.67
SERVICE REPRESENTATIVE 3	\$ 25.50	\$ 26.50	\$ 27.25	\$ 28.00	\$ 28.90
SERVICE REPRESENTATIVE 4	\$ 27.24	\$ 28.24	\$ 28.99	\$ 29.74	\$ 30.64
SMALL MOTOR REPAIRMAN 40 hours	\$ 22.76	\$ 23.76	\$ 24.51	\$ 25.26	\$ 26.16
STOREROOM FOREMAN (SUPV)	\$ 30.97	\$ 31.97	\$ 32.72	\$ 33.47	\$ 34.37

STORES CLERK	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
SWITCHBOARD OPERATOR	\$ 18.66	\$ 20.00	\$ 20.75	\$ 21.50	\$ 22.40
TOUR RESERVATION COORDINATOR	\$ 22.50	\$ 23.60	\$ 24.35	\$ 25.10	\$ 26.00
COMMUNITY SERVICE OFFICER	\$ 20.48	\$ 21.48	\$ 22.23	\$ 22.98	\$ 23.88
TRAINING COORDINATOR	\$ 30.74	\$ 31.74	\$ 32.49	\$ 33.24	\$ 34.14

**Memorandum of Understanding  
Progressive Disciplinary Track for Attendance**

1. The parties agree that discipline issued for unauthorized absences shall be handled in accordance with this memorandum. Unauthorized absences are those for which time is not approved. The threshold between late arrival and unauthorized absences is one hour after the employee's scheduled starting time.
2. Discipline for unauthorized absences shall be progressive in accordance with the following disciplinary track:

Number of Occurrences	Discipline
1	Counseling
2	Verbal Reprimand
3	Written Reprimand
4	1 day suspension (paper)
5	5 day suspension (paper)
6	10 day unpaid suspension
7	30 day unpaid suspension (half paper)
8	Discharge

3. An occurrence shall be defined as one or more of the following:
  - a) Absence without prior notification, except where employees can provide documented proof that a bona-fide emergency prevented them from providing notice of absence;
  - b) Absence without proper medical verification when the employee is on proof status per Article XX of this agreement.
  - c) Absence without available benefit or authorized dock time.
  - d) Late arrival in excess of one (1) hour after the starting time shall count as an occurrence, except where employees can provide documented proof that a bona-fide emergency prevented them from providing notice of absence.
4. Unauthorized absences without notice (no-call no-shows) shall be counted as two occurrences.
5. Progression on the attendance disciplinary track shall be reset after six months of no unauthorized absences when the employee has three (3) or fewer occurrences, or after 12 months of no unauthorized absences when the employees has four (4) or more occurrences.
6. Employees shall be responsible for keeping track of their benefit time

balances.