

**AGREEMENT**

**BETWEEN**

**THE CITY OF SPRINGFIELD**

**and**

**INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES, PAINTERS DISTRICT COUNCIL 58**

**EFFECTIVE**

**OCTOBER 1, 2023 TO SEPTEMBER 30, 2027**

**2024-301**

**311-08-24**

**TABLE OF CONTENTS**

	PAGE
	GENERAL PURPOSE ..... 1
ARTICLE I	RECOGNITION AND SCOPE ..... 1
ARTICLE II	MANAGEMENT RIGHTS ..... 2
ARTICLE III	NON-DISCRIMINATION ..... 2
ARTICLE IV	UNION DUES AND FAIR SHARE ..... 3
ARTICLE V	GRIEVANCE PROCEDURE ..... 3
ARTICLE VI	ARBITRATION ..... 5
ARTICLE VII	NO STRIKE/NO LOCKOUT ..... 6
ARTICLE VIII	WAGES ..... 6
ARTICLE IX	HOURS OF WORK AND OVERTIME ..... 7
ARTICLE X	GENERAL WORKING CONDITIONS ..... 8
ARTICLE XI	HOLIDAYS ..... 9
ARTICLE XII	VACATION ..... 10
ARTICLE XIII	LEAVES OF ABSENCE ..... 11
ARTICLE XIV	SICK BENEFITS ..... 14
ARTICLE XV	INSURANCE ..... 16
ARTICLE XVI	DISCIPLINE ..... 16
ARTICLE XVII	ELECTION OF REMEDIES ..... 17
ARTICLE XVIII	DUTY DISABILITY ..... 17
ARTICLE XIX	LAYOFF/RECALL ..... 17
ARTICLE XX	TEMPORARY ASSIGNMENT ..... 18
ARTICLE XXI	LABOR-MANAGEMENT MEETINGS ..... 18
ARTICLE XXII	DRUG TESTING ..... 18
ARTICLE XXIII	ENTIRE AGREEMENT OF THE PARTIES ..... 20
ARTICLE XXIV	SAVINGS ..... 20
ARTICLE XXV	DURATION, AMENDMENT AND TERMINATION ..... 21

This Agreement made and entered by and between the City of Springfield, hereinafter referred to as "Employer", and District Council 58 of the International Union of Painters and Allied Trades, hereinafter referred to as "Union".

## **GENERAL PURPOSE OF AGREEMENT**

### **Section 1.**

The general purpose of this Agreement is to promote the mutual interests of the Employer and the Union to provide for the operation of the City under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.

### **Section 2.**

It is recognized by the Agreement to be the duty of the City and of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.

### **Section 3.**

Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement.

## **ARTICLE I RECOGNITION AND SCOPE**

### **Section 1. Bargaining Unit**

The bargaining unit shall be comprised of all employees, excluding supervisory personnel, engaged in the work described in Section 3 of this Article.

### **Section 2. Recognition**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit, with respect to wages, hours of work and other items and conditions of employment.

### **Section 3. Occupational Scope**

This Agreement covers all work of all branches of the trade as set forth in the Constitution of the International Union of Painters and Allied Trades for Painters with the City of Springfield.

### **Section 4. Performance of Work by Employees in the Bargaining Unit**

The employees in the bargaining unit, excluding supervisory personnel, and only such employees, shall perform all the work covered by this Agreement under Section 3 of this Article.

**Section 5. Seniority**

The right to employ, discharge and promote employees in accordance with the provisions of this Agreement shall be vested in the Employer. After one (1) year of continuous service, seniority shall be recognized and the senior employee of District 58 within each Department, shall be given preference, ability and qualifications being sufficient. The first twelve (12) months of employment shall be considered a probationary period, during which time the Employer may discharge any employee whose work is not acceptable.

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

**ARTICLE II  
MANAGEMENT RIGHTS**

**Section 1.**

Subject to the provisions of this Agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to establish reasonable rules and regulations, to determine its policies, its over-all budget, the manner of exercise of its functions, and the direction of its workforce and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement.

**ARTICLE III  
NON-DISCRIMINATION**

**Section 1. Prohibition Against Discrimination**

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, race, color, creed, marital status, national origin, political affiliation (or lack thereof) or physical or mental disability. 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. Equal Employment/Affirmative Action**

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

**ARTICLE IV**  
**UNION DUES DEDUCTIONS**

**Section 1. Dues Deductions**

Bargaining unit employees who want Union dues automatically deducted from their paychecks must submit the necessary authorization to the Employer on a form provided by the Employer. Upon receiving that authorization, the Employer shall deduct the authorized amount, including any authorized increases, from the employee's paycheck and shall remit that amount to the Union at the address designated in advance by the Union. The Union shall notify the Employer in writing of any increases in Union dues at least thirty (30) calendar days in advance of the increase taking effect. Any and all Employee inquiries regarding Union membership requirements and procedures shall be directed by the Employer exclusively to the Union.

**Section 2. Incorporation of Relevant Law**

The Employer and the Union are cognizant of, and agree to adhere to, the statutory provisions of the Illinois Public Labor Relations Act, as well as the rules and regulations promulgated by the Illinois Public Labor Relations Board. The Act and the implementing rules and regulations are hereby incorporated into this Agreement. If those rules and regulations are rescinded by the Illinois Public Labor Relations Board or otherwise become inoperative, this Article will also become inoperative, and the parties shall immediately commence negotiations over a new article addressing union dues.

**Section 3. Indemnification**

The Union shall indemnify and hold the Employer harmless from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section.

**Section 4.**

The Union shall provide the Employer with satisfactory proof of the amount of the membership dues payments of employees at least annually.

**Section 5.**

A list of employees and the amount deducted from their paycheck shall be supplied by the Employer to the Union.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**Section 1.**

The Employer agrees to meet with the duly accredited officers of the Local Union and/or its designees as outlined in this Section to resolve differences that may arise between the Employer and the Local Union.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, established procedures of the parties, and the meaning, interpretation or application of this Agreement to those issues.

The following steps shall be followed in processing a grievance under this procedure:

- Step 1.** The steward on a job in case of a grievance shall take the matter up with the immediate supervisor of the Department in which the person is employed within fifteen (15) working days of the time the union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance.
- Step 2.** If the grievance is not resolved satisfactorily within five (5) working days after submission in Step 1, the grievance shall be submitted in writing five (5) working days to the Manager of the Department by the Local Union.
- Step 3.** If the grievance is not resolved satisfactorily within five (5) working days after submission to Step 2, the Local Union shall submit the grievance in writing within five (5) working days to the Director or his designee.
- Step 4.** If the grievance is not resolved satisfactorily at Step 3 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article VI. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the Director or within twenty (20) working days after such decision was due.

A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure.

The time limits at any step may be extended by written mutual agreement of the parties.

**Section 2.**

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any

settlement made shall not be inconsistent with the terms of the Agreement in effect between the Employer and the Union.

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance.
2. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

## **ARTICLE VI** **ARBITRATION**

### **Section 1.**

If the representative of the Employer and of the Local Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

### **Section 2.**

If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time for the hearing, subject to the availability of the Employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

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

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

### **Section 3.**

The fees and expenses for the arbitrator's services, if any, shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the

Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for in the fees and expenses of the arbitrator.

**ARTICLE VII**  
**NO STRIKE/NO LOCKOUT**

**Section 1.**

During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slow downs, sympathy strikes or other disruptive activity for any reason by the Union or by any employee and there shall be no lockout by the employer.

**Section 2.**

Nothing in this Agreement shall be construed to limit or restrict the right of the Union or the Employer to pursue fully any and all remedies available under law in the event of a violation of this Article.

**Section 3.**

The quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at the place of employment of such employee shall not be deemed a strike under this Contract.

**ARTICLE VIII**  
**WAGES**

**Section 1.**     **Wage Rates**

Effective October 1, 2023 the annual across-the-board wage increases shall be as follows:

- October 1, 2023 – 2.25%
- October 1, 2024 – 2.25%
- October 1, 2025 – 2.5%
- October 1, 2026 – 2.5%

Foreman Rate of pay shall be a flat \$2.00 increase above the Painter Rate of pay.

Apprentices shall only be advanced to the Painter classification when a vacancy exists and when they are fully qualified to meet the requirements of this classification as determined by the Employer.

Spray Painting, Water and Sand Blasting	\$1.00/Hour Additional
Any work over 40' level	\$0.75/Hour Additional
Any work over 75' level	\$1.00/Hour Additional
Any work over 125' level	\$1.25/Hour Additional

**Section 2. New Hires**

Employees hired on or after October 1, 2015 shall be paid an hourly base rate of pay based upon the prevailing base wage rate set forth by the Illinois Department of Labor for Sangamon County. Annual wage increases for new hires shall be implemented on October 1<sup>st</sup> based upon this bargaining unit's collectively bargained annual increases established above or the base rate of the base rate of pay for "Painter" set forth by the Illinois Department of Labor for Sangamon County, whichever is higher.

It is recognized that the parties of this agreement, when negotiating a successor agreement may go beyond the expiration date of this agreement. In that case, should the parties negotiate retroactive pay, that retroactive pay shall be limited to those employees still in the active, full-time service of the department on the date of the execution of this agreement.

**Section 3. Temporary Painters**

Journeymen hired on a temporary basis shall be paid the prevailing rate for their classification, including Pension and Welfare contributions, as certified by the Illinois Department of Labor for Sangamon County. Temporary employees will not be eligible for any other benefits provided for in this Agreement.

**ARTICLE IX  
HOURS OF WORK AND OVERTIME**

**Section 1.**

Eight (8) consecutive hours excluding a meal period, shall constitute a day's work. Thirty (30) minutes shall be allowed for a lunch period. Lunch will normally be from 12:00 to 12:30 p.m. unless operational needs dictate otherwise. Lunch will be taken at the job site or the nearest available facility within a five (5) minute drive. Forty (40) hours shall constitute a normal work week but shall not be construed as a guarantee of hours of work per week or a guarantee of days of work per week.

The regular hours for City, Water, Light and Power employees shall be 7:00 a.m. through 3:30 p.m. The Employer may change the hours of work if other work groups that the painters regularly work with change their hours of work (work hours for all groups should be the same).

**Section 2.**

All employees shall receive their hourly rate of pay for moving from one job to another during working hours.

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

**Section 3.**

An employee may request and be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of 80 hours per contract year. Compensatory time shall be scheduled in advance and can be taken in four-hour increments, subject to the approval of the supervisor. Compensatory hours not used shall be liquidated in cash at the end of the contract year.

All regular overtime shall be paid for at the rate of time and one-half. All work on Sundays or Holidays shall be at the double time rate. Effective October 1, 2002, any hours worked from Friday 11:59 p.m. to 12:00 p.m. will be paid at the time and one-half rate.

In the event an employee is required to work in excess of eight (8) hours in any workday or forty (40) hours in any workweek, the employee shall receive time and one-half. The employee's regular hourly rate.

**Section 4.**

Employees required to work two (2) hours or more after their regular quitting time shall be granted an allowance of \$10.00 per meal for all meals earned. Meals shall not include any alcoholic beverages if the employee is returning to work. When employees are returning to work, a maximum of one (1) hour shall be allowed to eat the meal and meals shall be purchased in the area of town in which the crew is working.

**Section 5. Night Shift**

Should it become necessary to establish a night shift due to operational needs, it will be done on a temporary basis subject to the following conditions:

Night shift employees will be selected by seeking volunteers from among those qualified to perform the work. If a sufficient number of volunteers are not available, management will select the night shift based on inverse seniority of the qualified employees in that department. Management will give employees assigned to the night shift as much advance notice as possible. When working any shift other than the normal day shift, employees will receive additional pay in the amount of \$.30 per hour. Employees working a night shift shall only be eligible for the time and one-half rate for overtime if they are required to work in excess of eight (8) hours in any workday or forty (40) hours in any workweek.

**ARTICLE X**  
**GENERAL WORKING CONDITIONS**

**Section 1.**

The time going to and from the Paint Shop and that part of the job site where work is in progress shall be considered as part of the working day.

**Section 2.**

Public Works' Employees shall check in and out on the time clock at the sign shop.

**Section 3.**

The Employer shall furnish conveyances for all painting equipment and employees being moved from one job to another or a distance of more than one hundred (100) yards from the Paint Shop.

**Section 4.**

When three (3) or more employees are employed on a job, the Employer shall select one (1) of them as Foreman.

**Section 5.**

Sandblasting - Nozzle Person and Pot Person will alternate in use of nozzle; Pot Person shall also act as Safety person.

**Section 6.**

The Employer shall furnish safety boots for employees covered under this Agreement on an as-needed basis, except as provided for in paragraph two of this section. Employees will be expected to take due care in the use of these items and shall be expected to wear them at all times. These items will be replaced on an as-needed basis only on return of the damaged or worn out items and only if the Employer agrees on the need for replacement. Employees may order safety boots off the approved list.

Each year, Public Works will provide 5 long sleeve shirts and 5 short sleeve shirts. At a minimum, these shirts shall be worn when working in traffic or other safety situations as determined by the Employer. Except as provided above, employees in Public Works will be required to furnish and wear plain white long or short sleeve shirts (sweatshirts are acceptable) and white work pants. Public Works employees shall receive \$300.00 per year for these items and the purchase of their safety boots. Employees in CWLP will be furnished uniforms on an as-needed basis.

**Section 7.**

Once City Council passes a residency ordinance, such ordinance shall apply for any employees hired after the effective date of the ordinance and to all current employees who reside within boundaries of the City of Springfield. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply. This Section is subject to and conditioned upon the Memorandum of Understanding attached hereto as Appendix A.

**ARTICLE XI**  
**HOLIDAYS**

Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January), Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for the employees who are regularly assigned shift work), Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall or are legally celebrated as designated by the City of Springfield City Council. A holiday schedule will be posted each calendar year.

On Labor Day, no line or construction work shall be prearranged except as may be necessary to prevent danger to life or damage to property.

**ARTICLE XII**  
**VACATION**

**Section 1.**

Employees will be granted vacation time with pay according to the number of years of continuous service they have with the Employer. Vacation leave per year with pay will accrue according to the following schedule:

<u>Years of Service</u>	<u>Days/Yr.</u>
1 through 7 years	10 days
8 through 11 years	15 days
12 through 13 years	16 days
14 through 15 years	17 days
16 through 17 years	18 days
18 through 19 years	19 days
20 through 21 years	20 days
22 through 23 years	21 days
24 through 25 years	22 days
26 through 27 years	23 days
28 through 29 years	24 days
30 or more years	25 days

New employees shall be allowed to use up to five (5) days of their first year's vacation accumulation after six (6) months service with the Employer.

Commencing with calendar year 2003, the current practice of granting a lump sum vacation allotment on the employee's anniversary date will be discontinued and replaced with a monthly accrual of the annual vacation entitlement. Bargaining unit employees will receive their final lump sum vacation allotment on their anniversary date in 2003; thereafter, they shall receive a monthly accrual of vacation beginning one month after their anniversary date. Following this transition, vacation 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 employee's initial employment date. Following is the accrual schedule:

<u>Years of Service</u>	<u>Days/Yr.</u>	<u>Days/Mo.</u>
1 through 7 years	10 days	0.83
8 through 11 years	15 days	1.25
12 through 13 years	16 days	1.33
14 through 15 years	17 days	1.42
16 through 17 years	18 days	1.50
18 through 19 years	19 days	1.58
20 through 21 years	20 days	1.67
22 through 23 years	21 days	1.75
24 through 25 years	22 days	1.83
26 through 27 years	23 days	1.92
28 through 29 years	24 days	2.00
30 or more years	25 days	2.08

**Section 2.**

Vacations may be scheduled anytime as approved by the Employer provided it will not disrupt operations.

**Section 3.**

Vacation time will not accumulate from one year to another.

**Section 4.**

The Employer agrees to consider the employee's request as to the time to take vacation as nearly as practical according to their seniority.

**Section 5.**

Vacation pay, holiday pay and paid leave will be paid at the rates as provided in Article VIII, Section 1.

**ARTICLE XIII  
LEAVES OF ABSENCE**

**Section 1. General Leave**

The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed

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

Upon return from a general leave of three (3) months or less, the employee may return to a position equivalent to the one held prior to taking the leave. If the employee returns to work after a leave exceeding three (3) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in the Layoff/Recall Article.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

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

An employee on an unpaid leave of absence in excess of thirty (30) days shall not earn vacation or sick 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 fourteen (14) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the employee shall be paid his regular base salary upon receipt of the entire sum paid by the military unit.

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

**Section 3. Medical Leave**

Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. 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 regular

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. Such leave cannot be arbitrarily or capriciously denied.

**Section 4. Family and Medical Leave**

Members of the bargaining unit shall be granted leave pursuant to the Family and Medical Leave Act and consistent with the policies and procedures of the City's Office of Budget and Management.

**Section 5. Jury Duty**

Any 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 a certificate of service duly signed by the Court Clerk. However, an employee may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two (2) or more hours from the end of his regularly scheduled shift shall return to work upon said release. Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant, or witness, shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued vacation or personal leave.

If an employee requests, he will be assigned the day shift for the duration of his jury duty. Subject to the approval of the supervisor, the employee may voluntarily trade shifts with another qualified employee working the day shift. If unable to trade shifts, an appropriately qualified relief man will be appointed to fill the individual's shift. If no relief man is available, management will assign a qualified employee from the day shift for exchange of shifts using inverse seniority.

**Section 6. Funeral Leave**

Employees shall be granted a maximum of three (3) working days leave of absence at the regular rate of pay if a death occurs to one of the following: spouse, children, step children, mother, father, sister, brother, step mother, step father, step brother, step sister, grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death.

Pay shall be granted only for employee's regular work days spent in making funeral arrangements, attending the funeral, and traveling to and from the funeral. Employees must notify the Job Steward and immediate non-bargaining unit supervisor before leave is taken. Upon returning to work, the employee shall sign a statement attesting to the time and place of the funeral he attended and the relationship to him of the deceased. Employees attending a funeral

as specified in the preceding paragraphs which falls on any scheduled benefit time excluding sick time shall not be charged benefit time for that day.

In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days (instances) used per year or eligibility for the sick leave bonus.

**Section 7. Union Leave/Business**

Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer, shall upon leaving that office be reinstated to his former position, including all his seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

Local Union representatives shall be granted allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representative shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the Employer. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the Employer. A maximum of one (1) employee will be released from duty with pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

Such time off shall not be detrimental in any way to the employee's record, or affect the employee's sick time bonus.

**Section 8. Personal Day**

Employees will be granted five (5) personal days per year that may be taken at the employee's discretion. Employees hired on or after October 1, 2015, will be granted three (3) personal days per year that may be taken at the employee's discretion. New employees must be on the payroll at least ninety (90) days before being eligible for one (1) personal day; one hundred eighty (180) days for two (2) personal days; and two hundred seventy (270) days for three (3) personal days. Employees must give notice to the Employer at least twenty-four (24) hours in advance of the shift he desires to use as his personal day unless the personal day is used in lieu of sick time.

**Section 9. Exemption from Paid Leave for All Workers Act**

The parties agree the employees covered hereunder are exempt from the provisions of the Paid Leave for All Workers Act and further waive any requirements pursuant to Section 15(n) of the Act.

**ARTICLE XIV**  
**SICK BENEFITS**

**Section 1.**

Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% pay per month, including prior service, up to a maximum of two hundred ten (210) days. Upon death or retirement of the employee covered by this Agreement, the employee shall receive compensation at the rate of 5/12 straight time pay for all sick leave accumulated up to a maximum of ninety (90) days. Employees hired on or after October 1, 2014 shall not be eligible for payment of unused sick days upon retirement or death.

**Section 2.**

It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his/her inability to work. If the employee is absent for one (1) or more days, he shall sign an ordinary disability report certifying to the nature of his illness. One copy of this report is placed on file by his Supervisor, one copy is referred to the Payroll Department, and a third copy is sent to the Business Representative of the Union.

**Section 3.**

If the employee shall be absent on sick leave for three (3) days or more, he shall furnish a doctor's certificate reflecting the reason for his absence. When a person has used thirty (30) days sick leave time to which he is entitled under this contract, all benefits under the IMRF shall be available to him or he may use the balance of accrued sick leave time.

**Section 4.**

The City will administer a disciplinary procedure based on number of instances and not number of days taken. An instance also could be considered several separate uses of sick leave related to the same illness or treatment.

- 7 instances - verbal warning
- 8 instances - written warning
- 9 instances - 1 day suspension
- 10 instances - 5 day suspension
- 11 or more instances - greater than 5 days suspension or termination

Employees will be monitored on a rotating 12-month basis, but employees not previously subject to this attendance monitoring system will not receive disciplinary action for the first 12 months of this Agreement. This in no way affects disciplinary action taken prior to signing of the contract.

**Section 5.**

Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and do not use more than one (1) sick day or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay between October 1 and September 30th of the succeeding contract year: Employees who have accrued sixty (60) days sick leave prior to a contract year and do not use over one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued ninety (90) days sick leave at any time prior to a contract year and do not use more than one (1) sick day or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay between October 1 and September 30th of the succeeding contract year. Such leave shall be taken on consecutive work days. Effective October 1, 2011, sick days covered under FMLA will be considered in determining an employee's eligibility for additional days.

**Section 6.**

If the average number of sick days taken by all employees who are covered by this contract is 3.5 days or less during the contract year beginning October 1, 2001 and/or October 1, 2002 and/or October 1, 2003 and/or October 1, 2004 and/or October 1, 2005, employees using 3.5 sick days or less will receive a \$250.00 bonus at the end of the corresponding contract year. This item only applies to the contract years mentioned above. Effective October 1, 2011, sick days covered under FMLA will be considered in determining an employee's eligibility for additional days.

**Section 7.**

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

**ARTICLE XV**  
**INSURANCE**

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

**ARTICLE XVI**  
**DISCIPLINE**

**Section 1.**

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:

- (a) Verbal Warning
- (b) Written Warning
- (c) Suspension
- (d) Discharge

Disciplinary action may be imposed upon a certified (non-probationary) employee for just cause. The Local Union will be notified of the disciplinary action.

## **ARTICLE XVII** **ELECTION OF REMEDIES**

The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or difference arises concerning the interpretation and/or application of the wages, hours and terms and conditions of employment in the Agreement (except disputes or differences involving discipline and/or discharge), that the Steps and provisions in the Grievance and Arbitration Articles shall be the exclusive procedures for resolving the dispute or difference. If a dispute or difference arises concerning discipline and/or discharge, the employee shall elect to have the matter processed under the provisions of either the grievance and arbitration procedure in this Agreement or procedures applicable under the City of Springfield Employment Policies; and, after selecting one of the two procedures, shall be deemed to have waived his rights under the other procedure.

## **ARTICLE XVIII** **DUTY DISABILITY**

### **Section 1.**

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. It is understood these acts cannot be amended by the Springfield City Council. Issues relating to compensability of work related injuries which cannot be resolved between the Employer and employee shall be decided under the procedures of the Illinois Industrial Commission. Effective upon ratification of this 2015 contract, employees who are on leave for sixty (60) calendar days or longer on workers' compensation shall not accrue benefit time while on such leave.

### **Section 2.**

The employee will receive full time for the day of injury.

**ARTICLE XIX**  
**LAYOFF/RECALL**

The Employer has the right to employ, lay off, discharge and promote employees in accordance with the provisions of this Agreement. However, any employee laid off or discharged for any reasons other than lack of work or lack of funds may file a grievance pursuant to the procedure outlined in this Agreement and the layoff or discharge shall be processed in accordance with the Grievance and Arbitration Procedure in this Agreement. The reason for discharge or layoff shall be given to the employee and Union in writing and the Union may in all respects appear for and represent in its name or the employee's name the interest of the employee and the Union. In case of layoff, employees will be laid off by inverse order of seniority. Recall shall be by seniority. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request. Employees shall be placed on a recall list for a total of 36 months. Recall shall be by seniority, with the most senior employee being recalled first.

**ARTICLE XX**  
**TEMPORARY ASSIGNMENT**

**Section 1.**

An employee placed on temporary assignment to a higher paid classification shall receive the current rate of pay for the higher classification for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification.

**Section 2.**

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

**ARTICLE XXI**  
**LABOR-MANAGEMENT MEETINGS**

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

**ARTICLE XXII**  
**DRUG TESTING**

**Section 1.**

All employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any 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.

**Section 2. Discipline**

Upon the return of a positive drug or alcohol test, the following will result:

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

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

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

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

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

If a drug test result is positive:

- (1) First Offense – The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
- (2) Second Offense – Any employee who test positive for drugs and/or alcohol within five (5) years of his or her previous test will be automatically terminated.

**Section 3. Compliance With Testing Requirements**

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

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

**Section 4. Return –to-Duty Contracts**

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

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

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

**Section 5. 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 Officer (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 the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

**ARTICLE XXIII  
ENTIRE AGREEMENT OF THE PARTIES**

This represents the entire Agreement of the parties, it being understood that there is no other Agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and, as such, and, in keeping with the provisions of the Labor-Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matters for its own use. However, such rules or regulations whether contained in bylaws, constitution or otherwise, shall have no effect, directly or indirectly, upon this Agreement.

**ARTICLE XXIV**  
**SAVINGS**

**Section 1. Partial Invalidity**

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

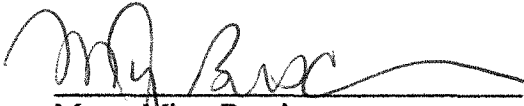
**ARTICLE XXV**  
**DURATION, AMENDMENT AND TERMINATION**

**Section 1. Term**

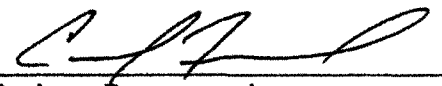
This Agreement shall become effective October 1, 2023 and shall be extended for a four (4) year period to September 30, 2027. It shall continue in effect from year to year thereafter, unless notice for amendment or termination is given in the manner provided herein.

**Section 2. Notice to Amend or Terminate**


Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the termination date.

  
\_\_\_\_\_  
Mayor Misty Buscher  
City of Springfield KM

Date: 9/5/24

  
\_\_\_\_\_  
Business Representative  
Painter District Council 58  
of the International  
Union of Painters and Allied Trades

Date: 9-3-24

  
\_\_\_\_\_  
Business Representative  
Painter District Council 58  
of the International  
Union of Painters and Allied Trades

Date: 9-3-24

Appendix A

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS

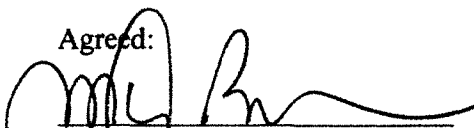
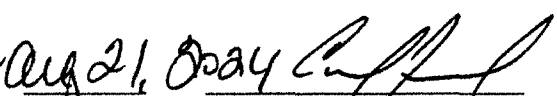
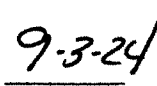
And

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, PAINTERS  
DISTRICT COUNCIL 58

This Memorandum of Understanding ("MOU") is entered into by the Employer, the City of Springfield ("Employer"), and District Council 58 of the International Union of Painters and Allied Trades ("Union") (collectively referred to as "Parties"). The agreed-upon terms are as follows:

1. The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the Parties current collective bargaining agreement subject to the limitation defined in Article X, Section 7 of the collective bargaining agreement.
2. Ordinance number 491-11-23, as amended, requires City Council to revisit the moratorium in November, 2024. This MOU is explicitly made subject to and conditioned upon any further action by City Council upon its revisitation of the moratorium ordinance. Any changes to Ordinance 491-11-23, shall, upon passage, immediately apply to this MOU subject to the limitation defined in Article X, Section 7 of the collective bargaining agreement.
3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:

		
Misty Buscher Mayor, City of Springfield	Date Aug 21, 2024	Date 9-3-24

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF SPRINGFIELD, ILLINOIS**

**And**

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, PAINTERS  
DISTRICT COUNCIL 58**

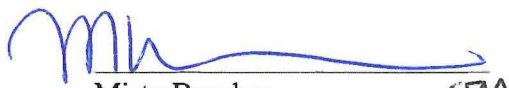
This Memorandum of Understanding (“MOU”) is entered into by the Employer, **the City of Springfield** (“Employer”), and **District Council 58 of the International Union of Painters and Allied Trades** (“Union”) (collectively referred to as “Parties”). The agreed-upon terms are as follows:

1. The Parties current collective bargaining agreement effective October 1, 2023 through September 30, 2027 does not all for carry over of pre-scheduled personal days under Article XIII, Section 8.
2. The Parties agree to amend Article XIII, Section 8 to include the following:

*If an employee does not use his personal days during the contract year, he must, before the beginning of the next contract year, schedule the days on which he desires this time off. Such personal days shall be used between October 1st and March 1st and may not be rescheduled after the beginning of the new contract year.*

3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:

  
Misty Buscher  
Mayor, City of Springfield

  
Date Business Representative  
Painter District Council 58

10-23-25  
Date

