

LABOR AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD,
INTERNATIONAL ASSOCIATION OF MACHINIST AND
AEROSPACE WORKERS
DISTRICT NO. 9, I.A.M.A.W.
OCTOBER 1, 2020 - SEPTEMBER 30, 2025

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LABOR AGREEMENT

This written Labor Agreement reached between the authorized representatives of THE CITY OF SPRINGFIELD, and DISTRICT 9 of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, includes all classifications in Article XVII, XVIII XIX and XX of this Agreement, and for all convenience sake may be referred to as "Employer" and the "Local Union", respectively.

ARTICLE I **DISCIPLINARY PROCESS**

SECTION 1: Definition - Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (a) verbal warning
- (b) written warning
- (c) suspensions
- (d) discharge

SECTION 2: Just Cause - Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and has a reasonable opportunity to investigate the facts.

SECTION 3: Limitation - The requirement to use progressive disciplinary action does not prohibit Employer from using a severe measure when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to Employer. Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

ARTICLE II **GRIEVANCE PROCESS**

SECTION 1: The Employer agrees to meet with the duly accredited officers of the Local Union and/or its designees who are employees of the City of Springfield as outlined in this Article to resolve grievances. The members of this unit covered by this Agreement are classified employees for purposes of civil service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary actions, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures

established by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be a basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through civil service procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize civil service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter which may initially be eligible to be a subject of a grievance. If a member initially elects to utilize Civil Service procedures and subsequently decides to avail himself to the grievance procedures hereunder, such member must effectively secure a termination of civil service procedures and also file a grievance in the time frame provided in this Agreement for the filing of grievances.

SECTION 2: A grievance for purposes of this Agreement shall be a complaint raised by an employee covered by this Agreement or by the Union as to the meaning, interpretation or application of the express terms of this Agreement.

SECTION 3: 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 orally with the immediate non-union supervisor of the department in which the person is employed within ten (10) working days of the time the employee knew or should have known of the incident.

Step 2. If the grievance is not resolved satisfactorily within five (5) working days after timely presentation in Step 1, the grievance shall be submitted in writing to the Director, or his designee, of Budget and Management by the Local Union.

Step 3 If the grievance is not resolved satisfactorily within five (5) working days after timely submission to Step 2, the Local Union shall submit the grievance in writing to the Manager of Labor Relations. Within fifteen (15) working days thereafter, a meeting shall be had at which time the parties will endeavor to settle the grievance. Those in attendance shall be the Chief Steward, Grievant, Business Representative and Company officials. The City shall deliver an answer to the Union Business Representative within five (5) working days after such meeting. Additional time may be granted per request and agreement between the parties.

Step 4. If the grievance is not resolved to the satisfaction of the Local Union at Step 3 within fifteen (15) working days after timely submission at Step 3, then either party may submit the matter to arbitration according to the procedures set forth in Article III. Such an appeal must be filed within fifteen (15) working days after receipt of the decision of the Manager of Labor Relations.

SECTION 4: A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the last decision given. Grievances may be withdrawn at any step of the procedure. The time limits at any step may be extended by mutual agreement of the parties.

ARTICLE III **ARBITRATION**

SECTION 1: If the representatives of the Employer and of the Union are unable to reach an agreement of any disputed matter, then such disputed matter shall be referred to arbitration.

SECTION 2: If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. 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\her award how his\her 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 the fees and expenses of the arbitrator.

ARTICLE IV **WORKING RULES**

SECTION 1: Eight (8) consecutive hours shall constitute a work shift in any one twenty-four (24) hour period from Monday through Friday, forty (40) hours inclusive, where practical, with one-half (1/2) hour intermission for lunch each day around the mid-point of the day based on operations. If employees are required to work through their lunch period they shall be compensated at the regular overtime rate, and at the first opportunity thereafter shall have thirty (30) minutes off for lunch. Employees working from 3:30 p.m. to 12:00 midnight (or the negotiated hours of 2nd shift) will get shift differential of sixty-five cents (\$.65) per hour, and 10:45p.m.-7:15a.m. (3rd shift) shall receive seventy-five cents (\$.75 per hour as night bonus. The hours of the day shift shall be from 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour off for lunch. The hours of the evening shift shall be from 10:45p.m. to 7:15 a.m., with one-half (1/2) hour off for lunch.

Breaks of fifteen (15) minutes will be allowed at the Supervisors discretion at approximately midway through the first half of the shift and midway through the second half of the shift.

Employees working the 10-hour shift shall work Monday – Thursday 8:45 pm – 7:15 am and shall receive \$.75 per hour shift differential.

While working the 10-hour night shift the following shall apply:

- All 10 hours of the employee's regular shift is at the regular rate of pay. Time worked before or after the shift is at the time and one-half rate except for Holiday's and Sundays.
- It is understood the benefit time earned or granted under the contract will remain the same. In the event the contract states "days", for benefit time, it shall be treated as 8 hours. For

example, employees with 9 years of employment with the City accrues 15 vacation days per year. For 10-hour shift employees this shall be (15 days X 8 hours) 120 hours of vacation time and for each day a 10- hour shift employee uses a vacation day he shall submit for 10 hours. This shall apply for all benefit time under the contract that the days shall be converted into hours. Employees that are absent for their scheduled work shift will need to utilize benefit time to cover their entire 10 hour shift, or the amount of time absent from their shift, (ex. Use of ½ day of sick = 5 sick hours; a whole day of Personal = 10 hours).

- Holidays Article VII. For an employee who's shift fall on a scheduled Holiday, they must submit 2 hours of personal, bonus time, compensatory, or vacation time. If an employee is not scheduled to work on a scheduled Holiday, the 8-hours of Holiday benefit time will be added to their compensatory time.
- Vacation and Personal benefit time (other than for Holiday's) shall be taken in either five (5) or ten (10) hour increments. Sick and Compensatory time may be used in one (1) hour increments. All notice requirements under the contract for benefit time utilization applies.
- Should the employer wish to terminate the 10-hour schedule a 60-day notice will be given.

SECTION 2: Employees shall not be required to work outside in severe cold, stormy or rainy weather, except such work as is necessary to carry on regular continuous service. The Assistant Fleet Manager and Steward in charge shall be the judge of the work to be performed in order to maintain continuous service.

SECTION 3: All employees shall be paid at the rate of time and one-half for all overtime, with the exception of overtime on holidays and Sundays shall be paid at the double time rate of pay as specified in Section 6. Also, all employees who have worked more than eight (8) consecutive hours, but less than sixteen (16) hours immediately preceding their regular shift, shall receive the time and one-half rate.

SECTION 4: After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work; and if called back to work before having eight (8) consecutive hours off duty, employees shall continue to be paid at the double time rate.

SECTION 5: All employees shall be paid at their regular straight time rate for the hours of the above rest period that falls in their regular working shift. All employees shall be available for work during the paid rest period.

SECTION 6: All overtime work on Sundays and holidays recognized in this Agreement shall be paid at the rate of double time. In no case will the rate for working exceed the double straight time rate. Employees required to work holidays shall be compensated double time for the hours worked, but shall not interfere with their regular holiday pay allowance for that day.

SECTION 7: Employees working overtime continuing from their regularly assigned shift shall be paid at the time and one-half rate for all actual hours worked. A minimum of three (3) hours at time and one-half shall be allowed for all employees who report for duty from the time they receive a call for overtime work. Prearranged overtime begins from the start of the employee's shift. Section 4 shall apply for rate of overtime pay on Sundays of holidays.

SECTION 8: A sign-up sheet will be posted in January for those persons interested in working overtime.

Overtime shall be offered on a rotating basis by seniority (with qualifications). It is understood that any employee who cannot physically be at the garage within 30 minutes of the overtime call will decline the overtime. Should an employee decline the overtime offered, the next employee in rotation shall be asked. The employee who declined must wait until the rotation comes around to him again before he/she shall be eligible for the overtime.

The overtime sheet will be posted in the Main Office and will be kept up to date by the Timekeeper.

SECTION 9: Effective upon ratification, with the exception of Apprentices, an employee, at the employee's discretion, may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of one-hundred and twenty (120) hours per contract year. Overtime may be split between compensatory time and pay at the employee's discretion. Compensatory time shall be taken in one (1) four (4) or eight (8) hour increments, at the beginning of the work day or the beginning of the second half of the work day, subject to the approval of the supervisor. An employee may request the liquidation of some or all of his/her compensatory hours any time during the contract year. Employees may roll over twenty (20) hours of Compensatory time upon request.

Employees wishing to roll over Compensatory time must notify the employer by September 1st and it must be used by January 2nd. Rolled over Compensatory time may not be liquidated for cash. Compensatory hours not rolled over or used shall be liquidated in cash on September 30 of each year.

SECTION 10: DRUG TESTING

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 1. 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 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 – Within a 5 year period from the 1st offense, the employee will be suspended for ten (10) days and must agree to sign a Return-to-Duty Contract. No pre-disciplinary hearing is required, unless requested by the union or employee.
3. Third Offense – Within a 5 year period from the 2nd offense, the employee will be terminated. No pre-disciplinary hearing is required, unless requested by the union or employee.

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 possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required, unless requested 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. No pre-disciplinary hearing is required, unless requested by the union or employee.

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 exist. No pre-disciplinary hearing is required, unless requested by the union or employee.
 - A. Any employee who does not test positive for drugs and/or alcohol within five (5) years of his previous test will be treated as if the first positive test did not occur.
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. No pre-disciplinary hearing is required unless exigent circumstances exist. No pre-disciplinary hearing is required, unless requested by the union or employee.

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 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.

If the employee desires his or her 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.

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 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 V **SENIORITY**

SECTION 1: The right to employ, discharge for cause and promote employees in accordance with the provision of this Agreement shall be vested in the

Employer. After one (1) year of continuous employment, seniority shall be recognized and the senior employee shall be given preference, ability and qualifications being sufficient. In other words, a man having greater seniority shall be entitled to relieve a man doing a similar type of work with less seniority. Certified full-time employees shall have preference where promotions and overtime work is concerned. Seniority shall govern only employees covered by this Agreement and in no case shall an employee carry service time from outside this bargaining unit and apply it towards seniority in this bargaining unit. In case of layoff, the Steward will be the last man laid off in his Department and the first man rehired (with qualifications being sufficient). A temporary employee shall not work more than 6 consecutive months without mutual agreement of the parties.

SECTION 2: An employee is a "probationary employee" for the first eighteen (18) months of employment, except after twelve (12) months the employee would be entitled to a the contractual pay increase in effect for that contract year.

Apprentices shall have a twenty-four (24) month probationary period. Within the bargaining unit, "probationary employees" shall have no seniority until they have completed their probationary period.

Probationary employees will be eligible for paid holidays and sick time at the same rate as regular full-time employees, except that probationary employees will not be eligible to use any sick time until they have completed six (6) month's service.

Probationary employees shall accrue vacation and personal day's benefits during the term of their probationary period.

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

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

SECTION 3: The Employer will not subcontract work that is in the practice of being done in the garage, nor will it subcontract for the purpose of laying off employees or for the purpose of failing to recall employees.

Nothing herein prevents the Employer from subcontracting services such as equipment under warranty, specialty equipment, or when operational exigent circumstances necessitate. Prior to contracting out such services, the Fleet Manager (or his designee) shall provide a five (5) day notice to the Union.

SECTION 4: An employee placed on temporary assignment to a higher paid classification shall receive the established rate of pay for the higher classification. Employees placed on temporary assignment to a lower paid classification shall not suffer a reduction in wages.

SECTION 5: An employee being transferred, demoted or laid off shall be notified two (2) weeks in advance of such action. In the event a layoff is necessary, employees will be laid off in accordance with their seniority and their ability to perform the remaining work. An employee shall not earn vacation or sick leave accrual or personal days during the period of layoff. The names of employees laid off shall be placed on a recall list for a period of sixty (60) months. Recall shall be according to the inverse order of their layoff, provided they are presently qualified to perform the work. Employees who are eligible for recall shall be sent a notice of recall to the employee's last reported address, certified mail, return receipt requested. The employee shall notify the employer of his intention to return within five (5) working days after receipt of a notice of recall.

SECTION 6: Seniority will prevail in transfers from one shift to another for Fleet Technicians. When there is an opening on a shift for all other titles, the opening will be offered by classification and seniority to that employee.

SECTION 7: Not later than three (3) days after a vacancy occurs, which the Employer plans to fill, the opening shall be posted for five (5) days by heads of the Department, and all persons currently a member of the bargaining unit shall be permitted to bid on same. Qualifications being sufficient, the Fleet Manager and the Union Steward or designated Union representative shall be the judge as to whether eligible employees bidding on a vacated job are sufficiently qualified to perform that job. After the judgment has been made on the qualifications of applicants, then seniority with the Employer shall be taken into account. Ninety (90) days shall be considered a probationary (break-in) period. A new employee serving an original probationary period shall not be eligible for promotion during his/her first year of employment. Such employees may voluntarily accept

assignment of additional duties and responsibilities without additional compensation.

SECTION 8: Any employee who accepts a position excluded from the bargaining unit shall retain all seniority accumulated up to the time of transfer or promotion; but shall not accumulate any additional seniority for the period of time they are outside the bargaining unit. Such employee may not use their seniority to bid on any vacancy in the bargaining unit while they are in a position that is not covered by this Agreement. Said employee shall have a ninety (90) day probationary period to assure that both the Employer and the individual have made the right choice. During this ninety (90) day period said employee will be able to return to his former position provided that he is then physically qualified to return to work. It is understood that in case of return of this individual within the ninety (90) day probationary period other employees will consent to such demotions as are necessary to make room for him.

SECTION 9: An employee temporarily assigned to a Fleet Technician Lead by the Employer will be paid the temporary assignment rate for the entire shift.

ARTICLE VI **FAMILY DEATH**

SECTION 1: Employees shall be granted a maximum of five (5) days leave of absence at the regular rate of pay for a death occurring to one of the following: father, mother, spouse, child, spouse's mother or father.

Employees shall be granted a maximum of three (3) days leave of absence at the regular rate of pay if a death occurs to one of the following: brother, sister, grandparents, and grandchildren or other relatives that are members of the employee's household at the time of death. Employee shall be granted one (1) day at regular rate of pay if a death occurs to his brother-in-law or sister-in-law. 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 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 used per year or eligibility for the sick leave bonus.

SECTION 2: Pay shall be granted only for days spent in making funeral arrangements, attending the funeral, and traveling to and from the funeral. Employee must notify Job Steward and Fleet Manager or designee in charge 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.

SECTION 3: Employees attending a funeral, as specified in the preceding paragraphs, which falls on a vacation day, shall not be charged vacation time for that day.

ARTICLE VII
HOLIDAYS

SECTION 1: The following holidays shall be granted to all full-time employees: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve (day off to be determined annually), Christmas, Good Friday, and Lincoln's Birthday. To be eligible for holiday pay, an employee's shift must begin on the holiday, or the employee is required to work overtime on the holiday. However, City Holidays that fall on a Monday will be observed on Sunday for night shift employees working 5, 8-hour days.

ARTICLE VIII
VACATIONS

SECTION 1: Employees will be granted vacation time with pay according to the number of years of continuous service (anniversary date) they have with the Employer. Vacation leave per year will accrue on an annual basis according to the following yearly schedule:

<u>Length of Service</u>	<u>Days Available Per Year</u>
(at the beginning of your of your) (366th day of employment)	
2nd year	10 days
8th year	10 days
9th year	15 days
12th year	15 days
13th year	16 days
14th year	16 days
15th year	17 days
16th year	17 days
17th year	18 days
18th year	18 days
19th year	19 days
20th year	19 days
21st year	20 days
22nd year	20 days
23rd year	21 days
24th year	21 days
25th year	22 days
26th year	22 days
27th year	23 days
28th year	23 days
29th year	24 days
30th year	24 days
31 years or more	25 days

For example, an employee whose anniversary date is on March 1 in his first year of employment will earn .83 days per month until the following March 1 at which time that employee will have earned 10 days' vacation. Thereafter, employee shall be granted their lump sum annual vacation on March 1 of each year.

The vacation year will be March 1 of a given year until February 28 of the following year. Employees will be allowed to use vacation time as shown under the "days available" column above on March 1 of each vacation year. It is recognized that most employees will not have earned the full number of "days available" until their anniversary date, however, they will be allowed to use this time beginning March 1 until February 28. Any employee that leaves the service of the City for any reason and have used vacation time that has not yet been earned will be charged a like amount of time to be deducted from their final pay check. All unused vacation balance shall be paid out to the employee at the time of separation from the City.

SECTION 2: Vacations may be taken between March 1 of one year and February 28 of the succeeding year, except as provided for in Section 3 below. No employee will be allowed to take more than two (2) weeks' vacation time between June 1st and September 1st. Employees with three (3) or more weeks' vacation time must take their vacation on succeeding days or break it into one (1) two (2) week period and the remaining days taken in succession at some other period. The Fleet Manager may, at his discretion, allow an employee a different division of vacation time if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

SECTION 3: Vacation time will not accumulate from one vacation year to another. An employee leaving the service of the Employer shall have his vacation time prorated from his last anniversary date. Effective March 1, 2004, vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. For purposes of this section, a year shall be March 1 through February 28.

SECTION 4: The Employer agrees to respect the wishes of the employee's request as to the time to take vacations as nearly as practical according to their seniority. Vacation requests will be issued not later than February 1st, and must be turned in not later than March 1st. Any requests not returned prior to this date shall lose their seniority and will be scheduled at the discretion of the employer.

Vacation requests must be turned in to the Fleet Manager or designee by November 1 of each year. If the employee's vacation request is not turned in by November 1, the Fleet Manager or designee may discuss with the employee a convenient time to schedule this unscheduled vacation to be used prior to February 28 of the next year. Any employees not scheduling their vacation after December 1 will have that vacation scheduled for him at the discretion of the Fleet Manager or designee.

SECTION 5: Vacation pay and sick benefits will be paid at the rates as provided in ARTICLE XVII, RATES OF PAY.

SECTION 6: Effective March 1, 2002, employees who have over 90 sick days on the books, may trade two sick days for one vacation day up to a maximum of 10 sick days for pre-scheduled vacations. Effective March 1, 2004, employees who have over 32 sick days on the books, may trade two sick days for one vacation day up to a maximum of 10 sick days for pre-scheduled vacations. An employee may not trade below 30 sick days. Such vacation days must be used between March 1 and February 28. Days traded are not eligible to be cashed out nor shall be used to convert other vacation days to cash.

ARTICLE IX **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 forty (240) days sick leave. Effective October 1, 2000, an additional 12 days for each year of the contract shall be added to the maximum number sick days that an employee may accrue. Such additional days accrued shall not increase the number of days compensable upon retirement. Employees who have accrued sick leave at the time of retirement or death shall be granted five (5) days compensation for every twelve (12) days of accrued sick time up to a maximum of ninety (90) sick days. (Equivalent to 37.5 day's pay). Employees hired on or after October 1, 2011, shall not be paid for any accumulated sick leave upon retirement, but would qualify upon death while employed at the City.

SECTION 2: It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his inability to work prior to the beginning of his shift.

Sick time may be used for illness, disability or injury to the employee, appointments with a doctor, dentist or other professional medical practitioner, quarantine and for serious illness or disability in the employee's immediate family which requires the employees' personal care and attention. Employees shall make every effort to schedule nonemergency medical examinations outside of normal working hours. If this is impractical, the employee shall be allowed to use sick leave in increments of no less than one (1) hour for such medical examinations provided he informs the supervisor of such examination as far in advance as possible and provides verification of the doctor or dentist appointment.

The City will administer a disciplinary procedure based on number of instances and not number of days taken. An instance could be as little as one (1) hour sick time or any unlimited amount of sick time. An instance also could be considered several separate instances related to the same illness or treatment. Sick leave of 4 hour increments or less may be utilized up to two times in any contract year and will not be counted as an occurrence so long as it is for a medical appointment with verified medical documentation submitted.

It is recognized that circumstances may warrant lesser or greater disciplinary action and this does not eliminate the Employer's ability to administer progressive disciplinary action where warranted.

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

For employees working the 10-hour night shift sick instances schedule shall apply:

- 5 instances—Verbal Warning
- 6 instances—Written Warning
- 7 instances—1 Day Suspension
- 8 instances—3 Day Suspension
- 9 instances—5 Day Suspension
- 10 or more instances—greater than 5-day Suspension or Termination

SECTION 3: If the employee shall be absent on sick leave for three (3) consecutive days or more, he shall furnish a doctor's certificate reflecting the reasons

for his absence. When a person has used (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: Employees shall not be compensated for more than two (2) days in any contract year (October 1st to September 30th) for illnesses which do not require a doctor's certificate. Employees who have accrued thirty (30) days sick leave prior to a contract year and do not use over one (1) day sick leave, or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued ninety (90) 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 five (5) days leave with pay between October 1st and September 30th of the succeeding contract year so long as proper schedules can be maintained and adequate notice is given. Such leave may be taken in one (1) to five (5) day increments. Effective October 1, 2012, sick days covered under FMLA shall be considered when determining eligibility for benefits under Section 4 and 4a.

SECTION 4A: If the average number of sick days taken by all employees covered under this contract is 3.5 days or less during the contract year beginning October 1, employees using 3.5 sick days or less will receive a \$250 bonus at the end of the corresponding contract year. If the average number of sick days taken by all employees covered under this contract is 2.5 days or less during the contract year beginning October, 1, employees using 2.5 sick days or less will receive an additional \$100.00 for a total of \$350.00. If the average number of sick days used by all employees exceeds the above average, but an individual employee uses 2 sick days or less during the contract year, the employee will receive \$150.00 bonus at the end of the corresponding contract year.

SECTION 5: Employees will be granted three (3) personal days on October 1 of each 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 leave. Employees may use a personal day in lieu of sick leave when preserving their bonus vacation. Personal days must be used within the contract year.

SECTION 6: Only one man at the Garage per shift can be off on a personal day for any one day. However, the Fleet Manager or designee in charge, at his discretion can allow more than one employee off if, in his opinion, it will not disrupt operations. Personal days will be scheduled in the order requested. 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.

SECTION 7: Vacation pay and sick benefits will be paid the rates established in Articles XVII, XVIII, XIX and XX.

SECTION 8: Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended, provided that the first three (3) days of such disability shall be at full salary. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between compensation payable under the above-mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work related injuries which cannot be resolved between the employer and employee shall be decided under the procedures of the Illinois Industrial Commission.

The employee will receive full time for the day of injury. Employees shall not accrue benefit time while off on workers' compensation for seventy-five (75) days or more, unless specifically awarded pursuant to the Workers' Compensation Act, award, or settlement.

SECTION 9: In addition to leaves authorized above, the department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

SECTION 10: The Director may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year, 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 Employer service; urgent personal business requiring the employee's attention for an extended period, such as serving on a jury; settling estates; liquidating a business; and attending court as a witness; and for the purposes other than the above that are deemed beneficial to the Employer service.

SECTION 11: The Director may grant leaves of absence with or without pay in excess of limitations above for the purpose of attending extended courses of training at a recognized university or college, and for other purposes that are deemed beneficial to the Employer service.

SECTION 12: 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.

Employees who have utilized all their accumulated sick leave days and have completed an FMLA leave, if applicable, and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave.

ARTICLE X **ABSENCE WITHOUT LEAVE**

SECTION 1: An employee who is absent from duty shall report the reason thereof to his supervisor prior to the date of absence, when possible and in no case later than starting time on the first day of absence. All unauthorized and unreported absences shall be considered without leave and deduction of pay shall be made for the period of absence. Such absence may be made the grounds for disciplinary action.

SECTION 2: Union Business Leave: 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 or other actions 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.

ARTICLE XI
GENERAL PROVISIONS

SECTION 1: Authorized representatives of the Union conducting negotiations or other grievances that may arise shall not lose any pay for time away from his job.

SECTION 2: The Employer agrees to furnish all necessary protection equipment, such as steel toed rubber boots, raincoats, hats and gloves and to pay one-hundred percent (100%) of the cost of safety shoes. Steel toed rubber boots shall be stored at the garage. Employees shall 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 upon return of the damaged or worn-out items and only if the Employer agrees on the need for replacement. Replacement of safety shoes will be from the approved list maintained in the Purchasing Department. Safety shoes shall be purchased from either a vendor or a local retailer who sells approved safety shoes. Uniforms are to be furnished. Employees will have a choice between short-sleeve and long-sleeve shirts. A total of eleven (11) uniforms shall be provided, and employees shall have the choice between short and long sleeve shirts or a mixture of these shirts. Employees may wear t-shirts with the City of Springfield logo. The Employer shall provide 6 additional t-shirts to each member on April 1st of each year. All employees shall be in full uniform.

SECTION 3: Employees shall be provided Carhartt quality insulated coveralls where their job requires them to work out in the cold. These coveralls will be replaced as needed, provided the employee returns the article being replaced and the Employer agrees on the need for replacement.

SECTION 4: The Employer will provide safety glasses, including prescription safety lenses if necessary in which case the lenses and frames must be ANSI approved. Employees requiring prescription lenses or employees that find it necessary to be fitted for frames shall be fitted and examined on their own time. Employees shall not be fitted for frames or safety glasses more often than once every six (6) months, and employees provided these safety glasses shall be required to wear them.

SECTION 5. RESIDENCY: Effective January 1, 2018 contract, residency shall apply for any employees hired after the effective date of the ratified contract 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. Should the ordinance be reversed during the term of this agreement, this provision will become null and void.

SECTION 6. In regards to the installation and utilization of GPS tracking technology on Springfield vehicles and/or cameras in the workplace, the undersigned parties agree as follows:

1. This technology shall not be made available to the public except as is provided for under state, federal or local laws.
2. The parties agree that GPS/camera equipment may be used to verify the guilt or innocence of an employee that the employer has a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees, but will be used for, and not limited to, monitoring and locating vehicles used by employees. In the event that data retrieved from the GPS/camera system is used to support the employer's decision to discipline an employee, the union shall be provided with copies of all data pertinent to the contemplated discipline pursuant to any Pre-Deprivation Meeting.

SECTION 7. Effective December 1, 2017, all individual employees covered under this agreement who work safely in accordance with all safety rules, and have no lost time accidents or OSHA recordable injury in a contract year, shall receive a safety incentive on December 1, each year. Should all members collectively achieve 2 or less lost time accidents or OSHA recordable injuries in a contract year, those who are eligible for the individual bonus shall also receive the group bonus. The incentive shall be administered as follows:

<u>YEARS</u>	<u>Individual</u>	<u>Group</u>
1-5	\$200	\$150
6-10	\$250	\$200
11-15	\$300	\$250
16-20	\$350	\$300
21-25	\$400	\$350
26-30	\$450	\$400
30+	\$500	\$450

Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Eligible employees on leave of absence for more than 30 days shall receive a prorated incentive amount. Employees who are disciplined for violation of a safety rule but who work without a lost time accident or OSHA recordable injury will receive 50% of the incentives. Years prior to 12/1/2017 do not count for purposes of determining the incentive.

ARTICLE XII
UNION DUES AND CHECKOFF

SECTION 1: It is agreed that monthly dues for each member of the Union in amounts as authorized shall be deducted from the pay of the employee upon written authorization to the City from each individual employee. The authorization will be upon a form furnished by the Union and all such dues deducted in the manner shall be remitted by the City to such persons as may be designed in writing by the Union under the seal of the Union.

SECTION 2: The Employer shall pay the Union for the amounts withheld from each employee's paycheck per current practice. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

SECTION 3: Revocation of dues-deduction authorization shall be the prerogative of the individual employee, but shall be subject to the requirements of the dues-checkoff agreement between that individual and the Union.

SECTION 4: The Union agrees to provide required notices to employees in accordance with applicable law. The Union agrees to provide employees subject to fair share deductions a reasonably prompt chance to challenge the amount of the fee before a neutral, an adequate explanation of the basis of the fee, an escrow account for the amount in dispute for which challenges are pending, and all other procedures necessary to comply with United States Supreme Court decision in *CTU vs. Hudson*.

ARTICLE XIII
PARTIAL INVALIDITY

SECTION 1: 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.

SECTION 2: In case any section of this Labor Agreement is not in accord with City Ordinance, all other sections will remain in effect.

ARTICLE XIV
NO-STRIKE/NO LOCKOUT

SECTION 1: During the term of this Agreement there shall be no strikes, work stoppages or slow-downs 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.

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

The Employer retains the right to discipline, up to and including discharge, any employee violating paragraph 1 of this section. Any such discharge would be subject to the grievance and arbitration procedure as set forth in Articles II and III.

ARTICLE XV
NON-DISCRIMINATION

SECTION 1: Prohibition Against Discrimination: The provisions of the Agreement shall be applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, race, color, creed, national origin, political affiliation (or lack thereof) marital status or physical or mental handicap. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

ARTICLE XVI
INSURANCE

SECTION 1: 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 XVII
RATES OF PAY

SECTION 1: On October 1, 2020 all bargaining unit members who were employed at the time, will receive a 2% lump sum bonus payment based on 2020 earnings. Effective October 1, 2021 and October 1, 2022, bargaining unit members hired on or after February 1, 2015 base wage shall be adjusted to their respective position rate of pay pursuant to Section 3 only. Effective October 1, 2021 Employees hired before February 1, 2015 will receive a 2% increase and a .25% lump sum. Effective October 1, 2022 Employees hired before February 1, 2015 will receive a 2% increase and a .25% lump sum. Effective October 1, 2023 all bargaining unit members will receive a 2% wage increase. Effective October 1, 2024 all bargaining unit members shall receive a 2.5% increase.

SECTION 2: All Employees who achieve more than the two (2) core certifications for a Fleet Technician, shall receive an additional twenty-five cents (\$.25) per hour above their base pay as a Fleet Technician for each individual certification obtained and must maintain the certifications (including the two (2) core) to receive the additional twenty-five cents (\$.25) per hour, not to exceed eight (8) which are paid. Employees reaching the Master level will receive an additional one-dollar (\$1.00) per hour.

All Employees, who achieve the necessary certifications for a Fleet Technician Lead and who are selected through an interview process to hold the position of Fleet Technician Lead, after ratification of this agreement shall receive an additional one dollar (\$1.00) per hour for the extra duties performed as a Lead and must maintain the proper certifications to receive the additional one dollar (\$1.00) per hour to retain the job position of a Fleet Technician Lead. Current Technician Leads will be grandfathered to their current pay subject to contractual pay increases.

The Employer agrees to pay for on-line training materials required for certifications that are pre-approved by the City. No other training materials will be reimbursed unless pre-approved by the City. Members shall study and conduct training on off-duty hours unless otherwise agreed. The Employer agrees to reimburse the employee for test administration costs up to two times per certification. Members shall attempt to test during off-duty hours; however, if testing is only available during regular work hours, the employee may test without loss of pay.

Fleet Technician Assistants who maintain the CDL Hazardous Material endorsement during the calendar year and perform fueling duties shall receive a \$500 lump sum bonus each December 1.

A Service Writer who obtains and maintains the Service Writer Certification shall receive an additional \$1.00 per hour above the hourly Service Writer base rate of pay.

The former Mechanic helper shall receive an additional fifty (\$.50) cents per hour and must maintain a CDL.

SECTION 3: Employees hired on or after February 1, 2015, wages shall be as follows:

Effective 10-1-21

Fleet Technician Apprentice	\$16.00	0-6months
	\$17.00	7-12months
	\$18.00	13-18 months
	\$19.00	19-24 months
Fleet Operations Assistant	\$16.00	
Fleet Technician Assistant	\$18.00	
Fleet Service Writer*	\$23.50	
Fleet Technician	\$24.50	
Fleet Technician Lead	See **	

Effective 10-1-22

Fleet Technician Apprentice	\$17.00	0-6months
	\$18.00	7-12months
	\$19.00	13-18 months
	\$20.00	19-24 months
Fleet Operations Assistant	\$17.00	
Fleet Technician Assistant	\$19.00	
Fleet Service Writer *	\$24.50	
Fleet Technician	\$26.00	
Fleet Technician Lead	See **	

Effective 10-1-23 2.0% Increase

Fleet Technician Apprentice	\$17.34	0-6months
	\$18.36	7-12months
	\$19.38	13-18 months
	\$20.40	19-24 months
Fleet Operations Assistant	\$17.34	
Fleet Technician Assistant	\$19.38	
Fleet Service Writer *	\$24.99	
Fleet Technician	\$26.52	
Fleet Technician Lead	See **	

Effective 10-1-24 2.5% Increase

Fleet Technician Apprentice	\$17.77	0-6months
	\$18.82	7-12months
	\$19.86	13-18 months
	\$20.91	19-24 months
Fleet Operations Assistant	\$17.77	
Fleet Technician Assistant	\$19.86	
Fleet Service Writer *	\$25.61	
Fleet Technician	\$27.18	
Fleet Technician Lead	See **	

*Fleet Service Writer hired after 10-1-20 will start at 90% of the previous service writers base rate of pay.

**Fleet Technician Lead hired after ratification of this agreement will receive over Fleet Technician base rate of pay, an additional \$2.00 per hour for the required 8 certifications, \$1.00 per hour for the Master Level certification and \$1.00 per hour for performing the extra duties required of the Lead over the base pay of the Fleet Technician.

Effective upon ratification of this agreement, Employees hired on or after February 1, 2015 as a Fleet Technician and have completed their probationary period and fail to obtain and/or maintain the required certifications shall be transferred to the position of Uncertified Technician and pay shall be decreased by \$1.00 per hour

under the current technician base wage. Once the minimum certifications are obtained the \$1.00 per hour will be added back to the employees pay. There shall be no additional certification bonuses unless the core certifications are obtained and maintained.

SECTION 4: LONGEVITY

Employees who have completed 15 years of service with the City shall receive a 1.5% longevity increase and employees who have completed 19 years of service with the City shall receive an additional 1.5% for a total of 3%.

SECTION 5: Effective upon the ratification of the 2017 contract, all employee's pay checks and pay stubs shall be electronically issued by the Employer. All pay checks shall be made by the Employer via direct deposit to a financial institution of the employee's choosing.

ARTICLE XVIII
RULES

SECTION 1: An employee working on night shift will receive the night shift bonus for holidays and vacation as specified in WORKING RULES.

SECTION 2: Tools lost by obvious theft will be replaced by the Employer upon authorization of the Fleet Manager.

After 1 year of continuous service, the Employer will provide the Fleet Technician Assistant and Fleet Operations Assistant, a \$200.00 tool allowance on October 1st of each contract year for the purpose of maintenance or replacement of tools. This allowance will be paid as a reimbursement when appropriate documentation is provided for verification of purchase. Employees may also use the City vendor to purchase tools within the tool allowance resulting in no out of pocket cost.

After 1 year of continuous service, the Employer will provide the following titles that are hired on or after February 1, 2015, a \$300.00 tool allowance on October 1st of each contract year for the purpose of maintenance or replacement of tools. This allowance will be paid as a reimbursement when appropriate documentation is provided for verification of purchase. Employees may also use the City vendor to purchase tools within the tool allowance resulting in no out of pocket cost.

Apprentices, Fleet Technician, Fleet Technician Lead

ARTICLE XIX **CLASSIFICATIONS**

SECTION 1: FLEET TECHNICIAN

Employees holding the title of Fleet Technician I prior to February 1, 2015, are grandfathered from the certification requirements only listed below. Employees must obtain and maintain CDL with endorsements.

Under direct supervision, performs preventive maintenance duties and repair of City, Water, Light & Power, Police, Fire and Public Works Department automotive equipment and vehicles according to determined instructions and prescribed by standards and procedures. Maintains and repairs small equipment and mowers and performs other fleet-related tasks.

Possession of a valid commercial driver's license (A, B, or C with specific endorsements may be required).

State of Illinois DOT Certified Tester Certification within six months of hire, unless otherwise exempted by management due to having too many testers for workload.

Possession of personal hand tools adequate to perform all functions of the job.

At least one of the following certifications:

- ASE Automotive core certifications (A4 Suspension & Steering; A5 Brakes)
- ASE Truck core certifications (T4 Brakes; T5 Suspension & Steering)

SECTION 2: FLEET TECHNICIAN LEAD

Under general supervision, performs preventive maintenance duties and repair of City, Water, Light & Power, Police, Fire and Public Works Department automotive equipment and vehicles according to determined instructions and prescribed by standards and procedures. Maintains and repairs construction equipment, fire apparatus and performs other fleet-related tasks. Assumes partial responsibility for coordinating and guiding the work of two or more full time Fleet Technicians, which may include assigning tasks, monitoring progress and workflow, checking the product, scheduling work, and establishing work standards. Assists the Fleet Supervisor with various supervisory duties.

Possession of a valid commercial driver's license (A, B, or C with specific endorsements may be required).

Aptitude for leadership and overseeing the work of other individuals.
State of Illinois DOT Certified Tester Certification within six months of hire, unless otherwise exempted by management due to having too many testers for workload.

Possession of personal hand tools adequate to perform all functions of the job.

At least one of the following certifications:

- ASE Automotive or Truck Master Technician Designations

SECTION 3: FLEET SERVICE WRITER

Under general direction, administers and directs the acquisition, maintenance and repair scheduling of City, Water, Light & Power, Police, Fire and Public Works vehicles and equipment. Maintains the fleet management information system database and related inspection information. May assume partial responsibility for coordinating and guiding the work for Fleet Technicians which includes assigning tasks, monitoring progress and workflow, scheduling work and assists the Fleet supervisors with various supervisory duties when necessary.

Possession of a valid IL commercial driver's license.

SECTION 4: FLEET TECHNICIAN ASSISTANT

Employees holding the title of Fleet Technician Assistant prior to February 1, 2015, are grandfathered from the certification requirements only listed below. Employees must obtain and maintain CDL with endorsements.

Under direct supervision, performs preventive maintenance duties and assists with the repair of City, Water, Light & Power, Police, Fire and Public Works Department automotive equipment and vehicles according to determined instructions and prescribed by standards and procedures. Maintains and repairs small equipment and mowers and performs other fleet-related tasks.

Requires possession of a commercial driver's license (A, B, or C with specific endorsements may be required). A hazardous material endorsement shall be maintained by any Fleet Technician Assistant with fueling duties.

Requires ASE Automotive Certification (A5 Brakes).

Requires possession of personal hand tools adequate to perform all functions of the job.

Performs minor preventive maintenance duties on automotive vehicles (including washing booms) and small equipment such as changing oil, replacing filters, checking fluid levels, lubricating moving parts, checking tires, replacing burned out lights, checking and making minor adjustments to brake, and checking and replacing belts and hoses. Dismounts, mounts, and balances tires. Performs minor repairs and maintains duties on small equipment, small engine mowing equipment, servicing and assist in the placement of winch lines.

Responds to service calls to start vehicles, tow vehicles, replace flat tires, and deliver and fuel vehicles and equipment. Picks up and delivers vehicles, equipment, and parts as needed.

Performs clean-up duties inside and outside the facility such as sweeping the garage area, cleaning and mopping restrooms, offices, break room, mowing and maintaining the landscape of the grounds;

Enters labor and parts into the fleet database;

Fueling and fuel data entry; and

Trailer pre-inspection duties, such as walk-arounds, light, wire, and tire checks, and transporting trailer to garage for full inspection by a Technician.

SECTION 5: FLEET OPERATIONS ASSISTANT

Under direct supervision, performs routine maintenance and minor repairs to the Fleet Maintenance Facility. Cleans interior and exterior of vehicles and fleet building and grounds. Assists Fleet Technicians with minor repairs of City, Water, Light & Power, Police, Fire and Public Works Department vehicles and equipment and performs other fleet-related tasks.

Requires possession of a commercial driver's license (A, B, or C with specific endorsements may be required).

Requires possession of personal hand tools adequate to perform all functions of the job.

SECTION 6: FLEET TECHNCIAN APPRENTICE

Under direct supervision at all times for up to a 24 month probationary period, performing routine maintenance and repairs to the Fleet Maintenance Facility equipment. Assists Fleet Technicians with repairs of

City, Water, Light & Power, Police, Fire and Public Works Department vehicles and equipment and performs other fleet-related tasks.

Possession of a commercial driver's license (A, B, or C with specific endorsements may be required) to be completed during the apprenticeship period.

State of Illinois DOT Certified Tester Certification completed within Apprenticeship period, unless otherwise exempted by management due to having too many testers for workload.

Possession of personal hand tools adequate to perform all functions of the job.

At least one of the following certifications completed within Apprenticeship period:

- ASE Automotive core certifications (A4 Suspension & Steering; A5 Brakes)
- ASE Truck core certifications (T4 Brakes; T5 Suspension & Steering)

Works with directly with a Technician for 1 year and is reviewed by the Assistant Fleet Manager and the Fleet Technician Lead or the Fleet Technician performing the training, every three (3) Months. After completion of 1 year, may work alone with supervision for 1 additional year. May be reviewed by the Assistant Fleet Manager and Fleet Technician Lead every 3 months. After the second year, it will be determined if the apprentice is able to move into the Fleet Technician classification or if additional training is needed. Nothing herein prevents an Apprentice from being advanced to a Fleet Technician prior to the full two year period should the employer determine the individual has met all requirements and can fully perform all job duties independently of a Fleet Technician.

Will receive training in all aspects of the shop work during the first 12-months therefore, Apprentices will spend 3 months working on Police Department Vehicles and equipment, 3 months working on Fire Department vehicles and equipment, and 6-months working on Public Works and CWLP vehicles and equipment.

There shall be no more than 2 Apprentices. No more than one apprentice may be assigned to day shift or night shift. Apprentices will rotate from day shift to night shift every 6-months. Upon completion of the 24 month apprenticeship, the employee shall be assigned back to the night shift. Apprentices are subject to layoff first. Apprentices will not take the place of a Fleet Technician on days.

Current bargaining unit members will be given preference to any apprentice opening before any new apprentice is hired.

ARTICLE XX
COMMERCIAL DRIVERS LICENSE

SECTION 1: The Employee shall suffer no loss in wages for necessary testing and training activities in his pursuit of a Commercial Driver's License (CDL).

SECTION 2: The Employer shall provide training materials to assist the Employee in his preparation for the CDL test. The Employer shall provide a vehicle to those employees required to take a road test. The Employer will pay for the cost of the CDL portion of the Driver's License for those employees whose positions require a CDL, including hazardous material endorsement. One (1) employee per shift shall maintain a hazardous material endorsement.

SECTION 3: In the event an employee who is required to have a CDL fails to obtain or maintain a Commercial Driver's License, the Employer and the Union will attempt to place that employee in a position that is currently covered under this agreement that does not require a CDL. The loss of CDL endorsement will be handled on a case by case basis.

SECTION 4: Suspensions and revocation of an employee's Driver's License or Commercial Driver's License will be handled on a case by case basis.

SECTION 5: The following positions are required to hold a CDL:
Fleet Technician Assistant
Fleet Operations Assistant
Fleet Technician and Fleet Technician Lead

SECTION 6: It is understood that individuals may be precluded from working overtime if they do not have a Commercial Driver's License.

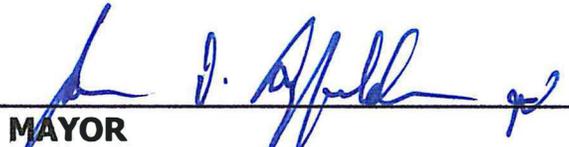
ARTICLE XXI
MANAGEMENT RIGHTS

SECTION 1: The Employer retains the inherent management authority and is vested with the exclusive right to control its operations, 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 the specific provisions of this agreement.

ARTICLE XXII
DURATION OF AGREEMENT

The contents of this Agreement shall take effect on the first day of October, 2020 and for a three (3) year period or until and including the last day of September 2025, and shall continue in effect from year to year thereafter from the first day of October to the last day of September of the ensuing year, unless amended or supplemented in the way later provided herein.

Either party desiring to amend or supplement this Agreement must notify the other in writing at least sixty (60) days prior to October 1st of any year.

 _____ BUSINESS REPRESENTATIVE	 _____ MAYOR City of Springfield, Illinois
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03-17-22

Date Signed	Date Signed
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 _____ IAMAW District 9	Date Signed
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 _____ IAMAW District 9	Date Signed
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 _____ IAMAW District 9	Date Signed
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FLEET TECHNICIAN ASSISTANT—Job description MOU

Employees holding the title of Fleet Technician Assistant prior to February 1, 2015, are grandfathered from the certification requirements only listed below. Employees must obtain and maintain CDL with endorsements.

Under direct supervision, performs preventative maintenance duties and assists with the repair of the City, Water, Light and Power, automotive equipment and vehicles according to determined instructions and prescribed by standards and procedures and performs other fleet related tasks.

Requires possession of a commercial driver's license (A, B, or C with specific endorsements may be required). A hazardous material endorsement shall be maintained by any Fleet Technician Assistant with fueling duties. Requires ASE Automotive Certification (A5 Brakes). Requires possession of personal hand tools adequate to perform all functions of the job.

Performs minor preventative maintenance duties on automotive vehicles (including washing booms) and small equipment such as changing oil, replacing filters, checking fluid levels, lubricating moving parts, checking tires, replacing burned out lights, checking and making minor adjustments to brake, and checking and replacing belts and hoses. Dismounts, mounts and balances tires. Performs minor repairs and maintenance duties on small equipment, small engine mowing equipment, servicing and assist in placement of winch lines.

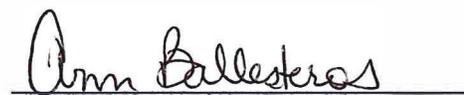
Responds to service calls to start vehicles, tow vehicles, replace flat tires, and deliver and fuel vehicles and equipment. Picks up and delivers vehicles, equipment on-site as needed, and parts as needed.

Performs clean-up duties inside and outside the facility such as sweeping the garage area, cleaning and mopping restrooms, offices, break room, mowing and maintaining the landscape of the grounds.

Enters labor and parts into the fleet database; fueling and fuel data entry; and fuel ordering. While fueling trailer pre-inspection duties, such as walk-arounds, light, wire, and tire checks, and transporting trailer to garage for full inspection by a Technician. as directed by CWLP personnel.

Lee's hours would be 5:00 am to 1:30 pm.

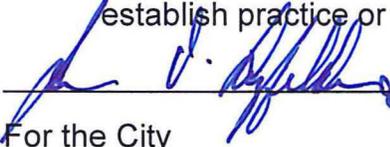
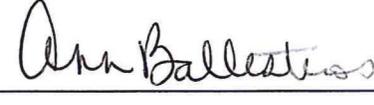

City of Springfield


District #9, I.A.M.A.W.
Business Representative

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPRINGFIELD
AND
DISTRICT # 9, I.A.M.A.W. – FLEET/GARAGE**

The City of Springfield ("Employer") and the International Association of Machinist and Aerospace Workers, District #9 (Union), representing the Fleet/Garage bargaining unit, hereby enter into the Memorandum of Understanding ("MOU") related to the employment of Josh Atherton and agrees as follows:

1. Josh Atherton is a member of the I.A.M.A.W., District #9 Fleet/Garage bargaining unit currently holding the position of Fleet Technician Lead.
2. The position of Assistant Fleet Manager overseeing night-time garage operation is currently vacant. Mr. Atherton has previous experience providing coverage for the above referenced Assistant Fleet Manager position.
3. The parties agree that Mr. Atherton will continue to provide coverage and oversight of the night-time garage operations for a salary increase of \$1.50 per hour.
4. The parties also agree that in the event the Employer fills the Assistant Fleet Manager position, this MOU is null, and void and Mr. Atherton shall return to his previous rate of pay and forgo the \$1.50 per hour salary increase.
5. The parties agree that this MOU is specific to Mr. Atherton and is not applicable to any other Fleet Technician Lead or other member of the bargaining unit.
6. The parties agree that if Mr. Atherton is off sick and no member of management is available to cover the position, the most senior employee willing, and on the shift will fill in and receive the \$1.50 salary increase.
7. The parties further agree that Mr. Atherton is the most qualified member of the bargaining unit interested in overseeing the night-time operations of the garage. As a result, the subject matter of this agreement shall not be subject to the grievance process by any other member of the bargaining unit.
8. The parties enter into this MOU without prejudice and do not intend this MOU to establish practice or precedent.

 _____	03-17-22	 _____	_____
For the City	Date	Business Representative District #9, I.A.M.A.W.	Date