

LABOR AGREEMENT BETWEEN
CITY OF SPRINGFIELD, OFFICE OF PUBLIC WORKS
&
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND
HELPERS OF AMERICA

January 1, 2022 THROUGH December 31, 2025

TABLE OF CONTENTS

	<u>PAGE</u>
TABLE OF CONTENTS.....	2
PREAMBLE.....	3
ARTICLE I AGREEMENT	3
ARTICLE II MANAGEMENT RIGHTS	3
ARTICLE III UNION CHECKOFF.....	4
ARTICLE IV UNION-RIGHTS	5
ARTICLE V SUBCONTRACTING.....	5
ARTICLE VI.....	6
ARTICLE VII WORK STOPPAGE.....	6
ARTICLE VIII PERSONNEL FILES	7
ARTICLE IX DISCIPLINE AND DISCHARGE.....	7
ARTICLE X.....	8
ARTICLE XI SENIORITY LAYOFFS RECALLS	11
ARTICLE XII.....	12
ARTICLE XIII VACATION	14
ARTICLE XIV HOLIDAYS.....	16
ARTICLE XV SICK LEAVE	16
ARTICLE XVII.....	21
ARTICLE XVIII	23
ARTICLE XIX PENSION FUND	23
ARTICLE XX WAGES	23
ARTICLE XXII MISCELLANEOUS.....	27
ARTICLE XXIII	29
ARTICLE XXIV COMPLETE AGREEMENT.....	30
ARTICLE XXV TERMINATION	30
APPENDIX A.....	31
APPENDIX B.....	32

PREAMBLE

This Agreement is entered into by the City of Springfield, hereinafter referred to as the Employer, and Teamsters Local 916, hereinafter referred to as the Union, after engaging in collective bargaining pursuant to Public Act 83-1012 (Illinois Public Labor Relations Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I AGREEMENT

Section 1. Agreement.

This Agreement is entered into by and between the City of Springfield, Springfield, Illinois (hereinafter referred to as the "Employer" or "City"), Teamsters Local 916 (hereinafter referred to as the "Union"), whereby it is understood and agreed as follows.

Section 2. Recognition.

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Parking Attendants employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, but excluding all managerial, confidential and supervisory employees as defined in the Illinois Public Labor Relations Act and all other employees of the Employer.

ARTICLE II MANAGEMENT RIGHTS

It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects, except as modified by the express written terms of this Agreement. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the City of Springfield; to determine its policies, budget and operations; to determine the manner in which its functions shall be performed, and the direction of its working forces; including, but not limited to the right to hire, evaluate, train, promote, demote, transfer and assign employees; to discipline,

suspend, and to discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and locate or transfer work and maintain efficiency.

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

ARTICLE III UNION CHECKOFF

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such form and any increase therein authorized specifically in writing and shall remit such deductions monthly to Local Union 916 at Springfield, Illinois, in accordance with the laws of the State of Illinois.

Section 3. D.R.I.V.E. Checkoff.

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

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

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

ARTICLE IV UNION-RIGHTS

Section 1. Union Steward.

The Union shall appoint a steward and shall provide the name of such individual to the Employer. Such steward shall, after giving appropriate notice to his/her supervisor, be allowed reasonable time off with pay, during working hours., to process grievances or to attend grievance hearings or other hearings or meetings called or agreed to by the Employer, if such employees are entitled to attend such meetings by virtue of being Union steward, and if such attendance does not substantially interfere with the Employer's operations.

Section 2. Union Steward Duties.

A steward shall not be laid off, discharged or otherwise disciplined for the responsible fulfillment of their duties and responsibilities as outlined in this Agreement.

ARTICLE V SUBCONTRACTING

Section 1. General Policy.

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform, first. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product, or in the event of an emergency.

Section 2. Notice and Discussion.

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of a significant number of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on such employees.

ARTICLE VI NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination.

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any State or Federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap, or other non-merit factors.

Section 2. Equal Employment/Affirmative Action.

The parties recognize the Employees and the Union's obligation to comply with Federal and State Employment and Affirmative Action Laws, Rules, and Regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

ARTICLE VII WORK STOPPAGE

Section 1. Strike and Lockout Prohibited.

Neither the Union nor any of its officers, agents, or City employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement.

Section 2. Union Action.

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1, Article VII of this Agreement, the Union shall immediately order such members, in writing, to return to work. The Union will also provide the Employer with a copy of such order and a responsible official of the Union shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to assure the members return to work as promptly as possible.

Section 3. Penalties.

Any or all employees who have been found to have violated any of the provisions of Article VII may be discharged or otherwise disciplined by the Employer. Such discipline may include loss of compensation, vacation benefits and holiday pay. In an arbitration proceeding involving a breach of this Article, the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

ARTICLE VIII PERSONNEL FILES

Section 1. Inspection.

Upon written request by an employee, the Employer shall permit the employee to inspect his or her personnel file twice per calendar year. Such inspection shall occur within a reasonable period of time following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying,

Section 2. Union Access.

An employee who is involved in a current grievance against the Employer may designate in writing, that a Union representative may inspect his or her personnel file, subject to the procedures contained in Section 1 of this Article.

Section 3. Employee Rights.

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement which will be included in the file.

ARTICLE IX DISCIPLINE AND DISCHARGE

Section 1. Definition.

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following, but shall be initiated in light of the seriousness of the offense:

- (A) oral warning
- (8) written warning
- (C) suspension without pay
- (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 after Employer has a reasonable opportunity to investigate the facts and arrange a meeting with the employee and the steward.

Section 3. Written Notice.

Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior. Employees shall receive notice within five (5) days after meeting with the Employer.

Section 4. Removal of Discipline

Any oral or written reprimand will be removed from the employee's record, if from the date of the last reprimand 12 months pass without the employee receiving any additional discipline. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

**ARTICLE X
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

Section 1. Definition.

A grievance, for purposes of this Article, is a claim that the Employer has violated the express provisions of this Agreement. An individual employee, a group of employees or the Union may institute a grievance. All parties shall make a good faith effort to resolve grievances informally.

Section 2. Grievance Procedure.

The following is set forth as an orderly procedure of resolving all grievances that cannot be resolved informally:

Step 1.

When an alleged grievance arises, which cannot be resolved informally, the aggrieved party shall deliver a written statement of the grievance to the city representative within five (5) work days of the occurrence upon which the grievance is based upon when the grievant knew or should have known of it. The grievance shall state the facts, date, cite specific sections of the contract that have been alleged to be violated, and the specific remedy(s) requested. A diligent effort shall be made to adjust the grievance at this step. The city representative shall have ten (10) work days to give his or her written answer and a brief explanation of his/her reasons to the grievant. Grievances not raised within the ten-day time limit from the date of occurrence will be dropped. Once the grievance has completed Step 1 of the grievance procedure, it cannot be modified beyond this Step in terms of the facts, specific violations and remedy requested unless additional facts are discovered regarding events of this grievance which were not known at the time of filing of the grievance and are necessary to modify the grievance. If the Employer does not respond in writing within the time frame set forth above, the grievance shall be deemed denied and shall automatically be processed and proceed to the next step of the grievance/arbitration procedure.

Step 2.

If a satisfactory settlement is not reached in Step 1, the grievance shall be submitted by the Representative to the Director within ten (10) work days after receipt of the Step 1 answer. The written grievance shall state the facts allegedly violated by the Employer. The Department Head shall give his/her written answer and a brief explanation of his/her reasons to the Union Representative within ten (10) work days after receipt of such written grievance.

Step 3.

If the grievance is not adjusted to the grievant's satisfaction or no response is received within the appropriate time, the union shall file a copy of the grievance with

the supervisor or office of corporation counsel within ten (10) working days of the date of the Step 2 decision or within ten (10) working days of the date such decision was due. The supervisor or office of corporation counsel—shall meet with union representatives to discuss the grievance and shall issue a written decision to the union within thirty (30) calendar days of such meeting. If the written grievance has not been satisfactorily settled by the operation of the grievance procedure as outlined hereinabove, the Union shall have the right, upon notification to the Employer, in writing, within fifteen (15) work days after the answer is given in Step 3, or within the time frame specified for the employee to respond in Step 3, to submit the grievance to arbitration. The parties will make a sincere effort to mutually agree upon an arbitrator within five (5) days after the notice is received. If a mutually, acceptable arbitrator cannot be selected, the Director of the Illinois Department of Labor, Mediation and Conciliation Service, or the Director of the Federal Mediation and Conciliation Service, will be requested to supply a list of five (5) arbitrators, from which list each party alternately shall strike one name, However, either party may reject the first list submitted in its entirety, and request a second list. The Union shall strike first. On alternate arbitration cases when it is necessary to select an arbitrator in this manner, the Employer shall strike first. The parties shall continue striking names until only one remains on the list and that person shall be the arbitrator. The arbitrator shall be designated to hear the grievance, and his decision shall be final and binding. The arbitrator, however, shall not have the right to change, add to or subtract from the terms and conditions set forth in this Agreement. The fee and expenses of the arbitrator, but not the cost of the hearing room shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees. However, the fees and expenses of witnesses, including experts, the cost of documentary evidence, and matter of that nature shall in all cases be borne by the party procuring the same.

Section 3. Advanced Grievance Step Filing.

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

Section 4. Effect of Settlements.

A grievance may be withdrawn or settled at any step without creating a precedent or prejudice.

Section 5. Exclusivity of Grievance Procedure.

The procedures set forth in the Article shall be the sole and exclusive procedure for resolving contract disputes.

ARTICLE XI SENIORITY LAYOFFS RECALLS

Section 1. Probation.

Bargaining unit members shall serve a probationary period of six (6) months.

During the probationary period, the employee shall be. Subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

Probationary employees will be entitled to one (1) sick day per month, but cannot start using sick time until after completion of probationary period.

Section 2. Definition of Seniority.

Seniority is defined as the employee's length of continuous, full-time service within the bargaining unit.

Section 3. Loss of Seniority.

Seniority and the employment relationship shall be terminated if an employee:

- (1) quits;
- (2) is discharged;
- (3) is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (4) is laid off for more than thirty-six (36) months or fails to report to work

- within ten (10) working days after having been recalled from layoff,
- (5) fails to report for work at the termination of a leave of absence;
 - (6) if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
 - (7) if he or she is retired.

Section 4. Seniority List.

The Employer shall post and supply to the Union, an updated seniority list for bargaining unitemployees on a current basis.

Section 5. Layoffs.

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

Section 6. Recalls.

Employees shall retain recall rights for thirty-six (36) months. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled by seniority.

ARTICLE XII HOURS OF WORK AND OVERTIME

Section 1. Hours of Work.

Schedules are to be implemented by the City with input from the employees involved. Employees will be given forty-eight (48) hours' notice of temporary shift changes and ten (10) working days notice of permanent shift changes.

Section 2. Overtime.

All employees shall be given equal opportunity for overtime. Overtime shall be offered to

the employees on a rotation basis, taken from the seniority list. All overtime will be paid at the rate of double-time (2) when called out for unplanned duties. Employees working on Sunday shall receive a minimum two (2) hours of pay at double (2) time at the applicable rate.

Section 2. Compensation time.

Employees may elect to use overtime hours as comp time rather than pay.

In lieu of payment for overtime, employees may elect to earn up to a maximum of sixty (60) hours of compensatory time per contract year if they meet the following conditions:

- (1) Compensatory time shall be used in four (4) hour increments.
- (2) Compensatory time shall be scheduled a minimum of twenty four (24) hours in advance and approved by a direct supervisor.
- (3) Employees must convert all overtime worked in a single shift to Compensatory time or have all overtime worked in a shift paid out. An employee may not request a portion of a shift of overtime to be converted to compensatory time and a portion to be paid out. An employee may not rescind the election once submitted.
- (4) Compensatory time not used will only be cashed out at the end of the contract year.
- (5) Payment for overtime worked will be assumed unless the employee requests in writing compensatory time within the pay period the overtime was worked.
- (6) Under no circumstance may the use of compensatory time interfere with the operational needs of the employer.

Section 3. Higher Classification Pay.

Employees temporarily assigned by the Employer to perform the duties that distinguish a higher classification shall receive an adjustment in pay to that higher classification rate of pay for all time assigned to such position.

ARTICLE XIII VACATION

Section 1. Vacation Leave.

All employees in the bargaining unit shall earn a vacation with pay at the rate set forth below:

- (A) Ten (10) days per year commencing upon the beginning of employment and ending upon the completion of six (6) years of employment.
- (B) Fifteen (15) days per year commencing upon the beginning of seven (7) years of employment and ending upon the completion of eleven (11) years of employment.
- (C) Sixteen (16) days per year commencing upon the beginning of twelve (12) years of employment and ending upon the completion of thirteen (13) years of employment.
- (D) Seventeen (17) days per year commencing upon the beginning of fourteen (14) years of employment and ending upon the completion of fifteen (15) years of employment.
- (E) Eighteen (18) days per year commencing upon the beginning of sixteen years of employment and ending upon the completion of seventeen years of employment.
- (F) Nineteen (19) days per year commencing upon the beginning of eighteen years of employment and ending upon the completion of nineteen years of employment.
- (G) Twenty (20) days per year commencing upon the beginning of twenty (20) years of employment and ending upon the completion of twenty-one (21) years of employment.
- (H) Twenty-one (21) days per year commencing upon the beginning of twenty-two (22) years of employment and ending upon the completion of twenty-three (23) years of employment.

- (I) Twenty-two (22) days per year commencing upon the beginning of twenty-four (24) years of employment and ending upon the completion of twenty-five (25) years of employment.
- (J) Twenty-three (23) days per year commencing upon the beginning of twenty-six (26) years of employment and ending upon the completion of twenty-seven (27) years of employment.
- (K) Twenty-four (24) days per year commencing upon the beginning of twenty-eight (28) years of employment and ending upon the completion of twenty-nine (29) years of employment.
- (L) Twenty-five (25) days per year after thirty (30) years of service.

Vacation shall accrue monthly.

Vacation earned in one (1) year must be taken by the end of the next succeeding year or below. For the purposes of this Section, a year shall be measured from initial employment date.

Section 2. Vacation Pay.

All vacation leave will be paid at the regular hourly rate and on the basis of the normal hours worked per day by the employee. Unused vacation shall be paid upon separation of employment.

Section 3. Working During Vacation.

Employees may elect to work while on vacation, if needed by the Employer.

Section 4. Vacation Requests.

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the City, a schedule of desired vacation at least thirty (30) days in advance of the start of the vacation. Employees shall be notified within five (5) work days if his/her vacation is approved. At least one (1) days' notice shall be given for one (1) day leave.

ARTICLE XIV HOLIDAYS

Section 1. Paid Holidays.

The following holidays are considered paid holidays:

New Year's Day / Martin Luther King, Jr. Birthday / Lincoln's Birthday
Good Friday / Memorial Day / Juneteenth / Independence Day / Labor Day
Veteran's Day (Observed) / Thanksgiving Day (Day following Thanksgiving)
Christmas Eve-day before or after Christmas as designated annually by the City Council
Christmas Day

When a holiday falls on an employee's regularly scheduled day off, such employee shall be paid straight time for that day or have choice of comp time. The parties understand that such paid time is not to be pyramided for purposes of overtime, but is compensation for a paid holiday.

Section 2. Working on Holidays.

Employees working on a paid holiday shall receive triple time for work performed on a listed holiday. The parties understand that this amount reflects double time holiday pay for actual hours worked, added to regular pay.

Section 3. Eligibility.

In order to receive holiday pay, an employee must work the employee's last scheduled day before and the next scheduled day after the holiday, unless such employee is absent from work with the approval of the City.

ARTICLE XV SICK LEAVE

Section 1. Purpose.

A regular employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sickleave with pay to the extent accrued below. An employee may also use accumulated sick leave for medical or dental appointments and absences due to illness or injury of the employee's immediate household if the illness is such that the presence of the employee is medically necessary. Furthermore, sick leave will not be granted to an employee for the purpose of being compensated for employment elsewhere. Employees who engage in secondary employment during sick leave shall

be subject to disciplinary action up to and including discharge.

Section 2. Accumulation.

Employees shall start to accrue sick leave from their date of hire, at the rate of one (1) day for each completed month. There shall be no maximum on the amount of sick leave that may be accumulated. Employees shall be eligible to take sick leave after six (6) months of continuous service. Sick leave must be taken in at least one (1) hour increments.

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

Section 3. Notification of Sick Leave.

Employees shall not be penalized for the reasonable use of sick leave; however, it is the responsibility of each employee requesting sick leave to notify the immediate non-bargaining unit supervisor prior to the start of the shift unless circumstances prevent the employee from doing so.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless the nature of the illness precludes the need for such frequency.

Section 4. Sick Leave Abuse Sanctions.

It is understood that abuse of sick leave will result in discipline and it is the intent of the Employer to take corrective action in all such cases. Abuse shall be defined as improper or excessive use,

Section 5. Requirement for Physician's Release.

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

conjunction with the above sick leave procedure. The Employer is not restricted from requesting a physician's release where there is a suspicion of the abuse of time. Medical verification of illness may be required after seven (7) sick days have been used in a calendar year,

Section 6. Exchange of Sick Days.

An employee who does not use more than one (1) sick day during a calendar year shall receive three (3) personal bonus days. Said personal bonus days shall be awarded at the beginning of the next calendar year and must be used by the end of that calendar year. The above benefits shall not be available to employees who quit or who are discharged.

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

Section 7. Sick Leave Compensation Upon Retirement or Death.

Any bargaining unit employee shall be paid upon retirement or death five-twelfths (5/12ths) his straight time hourly rate for all sick leave accumulated up to ninety (90) days and be paid his straight time rate for all sick leave accumulated over ninety (90) days and earned prior to November 1, 1988. For all sick leave accumulated thereafter, the employee shall be paid one-half (1/2) the straight time hourly rate upon retirement or death according to these formulas for a maximum of two hundred forty (240) days. Employees hired on or after January 1, 2013, shall not be eligible for sick payout upon retirement.

Section 8. Bonus Leave.

Employees who have accrued thirty (30) days sick leave prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted two (2) days leave with pay to be taken during

the first one hundred eighty (180) days of the succeeding contract year.

Employees who have accrued sixty (60) days sick leave prior to a contract year and do not use more than one (1) day sick leave or are not absent without pay during the ensuing contract year shall be granted three (3) days leave with pay to be taken during the first one hundred eighty (180) days of the succeeding contract year.

Employees who have accrued ninety (90) days sick leave prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted five (5) days leave with pay to be taken during the first one hundred eighty (180) days of the succeeding contract year. Bonus days can be taken a day at a time subject to security management's ability to do the scheduling. Employees who have accrued sick leave at the time of retirement or death shall be granted five (5) days compensation for every twelve (12) days of accrued sick leave up to a maximum of ninety (90) days.

Sick days taken under FMLA shall be considered for purposes of determining the employees' eligibility for the above bonus.

ARTICLE XVI LEAVES OF ABSENCE

Section 1. Personal Leaves.

Each year, three (3) days with full pay may be, used by the employee for personal leave for the purpose of attending to personal, legal, household, or family matters that require absence during working hours. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the City, at least two (2) working days in advance of the day to be taken. It is accepted that personal leave may not be used to extend vacations, receive remuneration, or to seek employment elsewhere.

Section 2. Leave to Attend a Funeral.

If a death occurs in the immediate family of an employee, a maximum of three (3) days' special leave will be allowed that employee at full pay. Such days will not be charged to vacation or sick leave. If it is necessary that the employee be absent from

work for more than three (3) days, such employee will not be paid for time in excess of three (3) days, however, those days will not be charged to vacation or sick leave.

For the purpose of this Section, "immediate family" is defined as the spouse, son, daughter, brother, sister, mother, father, stepmother, stepfather, stepson, stepdaughter, stepsister, stepbrother, step-grandparents, step-grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren of the employee.

Section 3. Probation Against Misuse of Leaves.

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay, under Article XVI or XVII, shall not be used for the purpose of securing other employment. An employee, during such leave, may not be gainfully employed or independently self-employed without prior approval of the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 4. Family Medical Leave.

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition.

Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

An eligible employee is entitled to a maximum of twelve (12) weeks of Family or Medical leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an employee uses an FM LA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (i.e., 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.

ARTICLE XVII UNPAID LEAVES OF ABSENCE

Section 1. Criteria for Unpaid Leaves.

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the City. Leaves may be granted with the following understanding between the Employer and the employees:

Whether the position is held open is a determination to be made by the City, In cases where the position is held open, the position may be filled with a temporary employee, In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of the like pay and classification.

During the leave of absence, an employee does not accrue credit for benefits.

Section 2. Health Leave.

A health leave may be granted by the City to employees with one (1) year of service or more, The employee must present a written statement from a licensed physician to the City, stating the need for such a leave. The length of the leave will be determined by the physician's recommendation. The maximum period of time a health leave will be granted is for one (1) year. Employees returning to work from a health leave must present, a written release from their physician.

Section 3. Educational Leave.

An educational leave may be granted by the City to employees with one (1) year of service when the education programs of mutual benefit to both the City and the employee. The length of leave will be determined in accordance with the type of program attended (Educational leave should not be confused with education benefits).

Section 4. Active Call to the Armed Services.

A leave of absence shall be granted by the City to employees pursuant to the provisions of Chapter 36 of the employment policies and who are called to active service in the Armed Forces. The employee's service date and resulting benefits will remain intact. The employee will be taken back in a position of like pay and classification if he/she returns within ninety (90) days of discharge.

Section 5. Personal Reasons.

A leave of absence may be granted by the City to employees who have one (1) year of service for personal reasons in nature (i.e., illness in family, marital problems, etc.). The length of the leave will not exceed six (6) months.

Section 6. Workers' Compensation.

The-Employer will comply with all applicable statutes regarding Workers' Compensation. Employees who become eligible for workers' compensation benefits on or after January 1, 2016, shall not accrue benefit time while receiving workers' compensation benefits for 30 calendar days or longer, unless specifically awarded pursuant to the Workers' Compensation Act, Award or Settlement.

**ARTICLE XVIII
GROUP HEALTH INSURANCE PROGRAM**

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 XIX PENSION FUND

The City will comply with the statutory mandates set forth in the Illinois compiled statutes pertaining to the IMRF

ARTICLE XX WAGES

Section 1. Wages.

The below wage chart is derived from the economic terms agreed to on **Appendix A**.

Parking Titles	Dec-21	Jan-22	Jan-23	Jan-24	Jan-25
		1.75%	1.75%	1.75%	1.75%
PARKING ENFORCEMENT ATTENDANT	\$ 17.3153	\$ 17.6183	\$ 17.9266	\$ 18.2404	\$ 18.5596
PARKING METER REPAIRMAN	\$ 22.9114	\$ 23.3123	\$ 23.7203	\$ 24.1354	\$ 24.5578

Section 2. Performance Bonus.

Employees will be evaluated annually. Employees who complete five (5) years of service with the City of Springfield will receive an annual \$500.00 bonus, employees completing ten (10) years of service will receive an annual \$1,000 bonus. Such bonuses do not increase the employees' hourly rate of pay.

Section 3. Work Place Safety Incentive.

All employees covered under this Agreement who work safely in accordance with all safety rules, have no lost time accidents or recordable injury in a contract year, shall receive a safety incentive on July 1st of each year through the duration of this

Agreement.

The incentive shall be administered as follows:

<u>Years</u>	<u>Incentive</u>
1-4	\$250
5	\$750
6-9	\$350
10	\$1,350
11-14	\$450
15	\$1,950
16-19	\$550
20	\$2,550
21-24	\$650
25	\$3,150
26-29	\$750
30	\$3,900

Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a lost-time accident or recordable injury will receive 50% of the incentives. Employees who were covered under a different collective bargaining agreement with a Safety Incentive program will have years counted if consecutive with years under this Agreement.

DRUG AND ALCOHOL TESTING

Section 1 : All employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any accident report or any accident which results in fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving violation arising from an accident.

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

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites			

Codeine/Morphine ²	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³			
AMP/MAMP ⁴	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶			
	500 ng/mL	MDMA	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

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

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

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

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

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

⁶ Methylenedioxymethamphetamine (MDMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).

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

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

Section 3: Discipline

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

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

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

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

1. First Offense – The employee will be subject to a minimum 15 day suspension

without pay and must agree to sign a Return-to-Duty Contract, if applicable.

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

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

If a drug test result is positive:

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

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

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

Section 6: Return-to-Duty Contracts An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. Violation of the Return-to-Work Contract is grounds for discharge. 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.

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

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

ARTICLE XXII MISCELLANEOUS

Section 1. Uniform Allowance.

All purchases made under this provision will be made through the City and with the City's approval. The Employer shall furnish various articles of clothing as per this section of the Agreement. Where uniforms or safety shoes are provided, employees shall wear them at all times. Items are replaced on an as needed basis and employees will be expected to take due care in the use of these items. Replacement of these items will be made upon return of the damaged or worn out item or items and only if the Employer agrees on the need for replacement.

Employees will be responsible for replacement of lost items.

All employees covered under this agreement shall be required to furnish and wear the following work clothing items:

Plain white long or short sleeve oxford or polo type shirt. / Pa dark blue work pant or shorts. / Black work shoes or tennis shoes.

All clothing must be clean and in original condition with alteration (i.e. cutoff shorts or sleeves are unacceptable; printing or writing on clothing is unacceptable).

Effective January 1, 2016 employees will be compensated \$400.00 per year to purchase black work shoes, tennis shoes or black boots.

The City will provide the following items:

1 Light weight coat every three years. / 1 Heavy winter coat every three years. / 5 Winter shirts each year. / 5 summer shirts each year

Section 2. Breaks.

A sixty (60) minute unpaid lunch break shall be taken when duty allows. In addition, for employees working at least eight (8) hours per day, two (2) breaks of fifteen (15) minutes each shall be allowed.

Section 3. PayDay.

The Employer shall pay employees every two (2) weeks. The Employer may make changes in the payday or pay period after notification and discussion with the Union. Effective January 1, 2016, all employees' paychecks shall be issued through direct deposit.

Section 4. Vacant Shifts.

If at any time a shift has to be filled, it will be offered to a full-time, off-duty attendant. The vacancies will be filled by off-duty personnel and by seniority.

Employees shall be paid at the rate of one and one-half (1 1/2) hours for each hour worked beyond eight (8) hours in each workday.

Section 5. Inclement Weather.

The decision whether or not employees in the bargaining unit will work at temperatures twelve

(12) degrees Fahrenheit or below according to the Weather Channel will be made by the judgment of the Division Manager upon conferring with the Union steward.

The decision whether or not employees in the bargaining unit will work at temperatures ninety- nine (99) degrees Fahrenheit or higher (or equivalent heat index score) according to the Weather Channel will be made by the judgment of the Division Manager upon conferring with the Union steward.

Section 6. Printing of Agreement.

The Union shall be responsible for the printing or necessary copies of this Agreement. The Union shall distribute one (1) copy to each bargaining unit employee covered by this Agreement and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 7. Residency.

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

**ARTICLE XXIII
SAVINGS PROVISION - PARTIAL INVALIDITY**

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree immediately to negotiate alternative language to substitute for the invalidated provision.

ARTICLE XXIV COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not *removed* by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, it is agreed that, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

ARTICLE XXV TERMINATION

This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect through December 31, 2025. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, sixty (60) days prior to the anniversary date, which it desires to modify this Agreement. In the *event* that such notice is *given*, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be *effective* during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties set their hands this 3rd day of March, 2022.

City of Springfield

BY _____

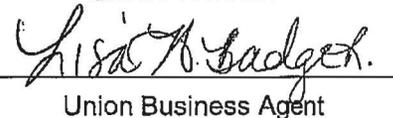

James O. Langfelder, Mayor

Teamsters Local Union 916

BY _____


Union President

BY _____


Union Business Agent

APPENDIX A

Economic Terms:

Due upon signing	\$750 lump sum
January 1, 2022 =	1.75% to base wages
January 1, 2023 =	1.75% to base wages
January 1, 2024 =	1.75% to base wages + 1 % lump sum based on CY 2023 (AE)
January 1, 2025 =	1.75% to base wages + 1 % lump sum based on CY 2024 (AE)

Overtime

All unscheduled overtime performed outside of normal working hours will be paid to the employee at a double-time rate, for a time minimum of two double time hours when called.

APPENDIX B GPS TRACKING TECHNOLOGY

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

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