

# **COLLECTIVE BARGAINING AGREEMENT**

Between

**The City of Springfield, Oregon**

And

**LOCAL 1148, American Federation of State, County,  
and Municipal Employees, AFL-CIO**

**July 1, 2012**

Through

**June 30, 2015**

**AFSCME/SPRINGFIELD COLLECTIVE BARGAINING AGREEMENT**  
**July 2012 to June 2015**  
**Table of Contents**

<b>PREAMBLE</b> .....	6
<b>ARTICLE 1 – RECOGNITION</b> .....	6
1.1 Recognition .....	6
1.2 Temporary Employees .....	6
1.3 Displacement of Regular Employees .....	6
1.4 New Classifications and Job Titles .....	7
1.5 Classification Specifications & Descriptions .....	7
1.6 Seasonal Maintenance Worker Employee .....	7
<b>ARTICLE 2 – NON-DISCRIMINATION</b> .....	8
2.1 Non-Discrimination .....	8
<b>ARTICLE 3 – MANAGEMENT RIGHTS</b> .....	8
<b>ARTICLE 4 – FAIR SHARE &amp; DUES CHECKOFF</b> .....	8
4.1 Fair Share .....	8
4.2 Check-off.....	8
4.3 Religious Objection .....	9
4.4 Hold Harmless.....	9
4.5 Adjustments .....	9
<b>ARTICLE 5 - SAFETY</b> .....	9
5.1 Safety Equipment.....	9
5.2 Safety Committee.....	9
<b>ARTICLE 6 - SENIORITY</b> .....	10
6.1 Seniority Definition .....	10
6.2 Layoff .....	10
6.3 Recall .....	11
6.4 Seasonal Maintenance Workers and Temporary Employees.....	11
<b>ARTICLE 7 – PROBATIONARY PERIODS</b> .....	11
7.1 Initial Probation Period .....	11
7.2 Apprenticeship Probation Period.....	11
7.3 Traffic Maintenance Technician .....	12
7.4 Seniority List.....	12

<b>ARTICLE 8 – COMPENSATION &amp; CLASSIFICATIONS</b> .....	12
8.1 Salary Schedules .....	12
8.2 Beginning Salary .....	12
8.3 Movement Between Steps .....	12
8.4 Maintenance Trades Apprenticeship and Training Committee .....	13
8.5 Shift Differential .....	13
8.6 Retirement .....	13
8.7 Severance Pay .....	13
8.8 Required Payments .....	13
8.9 Acting-in-Capacity .....	13
8.10 Project Assignment .....	14
8.11 On Call Pay .....	14
8.12 Pay Period .....	14
<b>ARTICLE 9 – WORKING HOURS &amp; CONDITIONS</b> .....	14
9.1 Regular Hours .....	14
9.2 Work Day .....	14
9.3 Work Week .....	14
9.4 Work Schedule .....	15
9.5 Holidays for Alternative Schedules .....	15
<b>ARTICLE 10 - HOLIDAYS</b> .....	16
10.1 Designations .....	16
10.2 Floaters .....	16
10.3 Holiday Pay .....	16
<b>ARTICLE 11 - OVERTIME</b> .....	16
11.1 Overtime .....	16
11.2 Compensatory Time .....	17
11.3 Allowance of Compensatory Time .....	17
11.4 Overtime Distribution .....	17
11.5 Emergency Defined .....	17
11.6 Incident Call Back .....	17
11.7 Shift Change Call Back .....	17
11.8 No Compounding or Pyramiding of Special Pay .....	18
11.9 Prohibiting Stacking and Compounding of Special Pays .....	19
<b>ARTICLE 12 – SICK LEAVE</b> .....	18

12.1 Accrual .....	18
12.2 Scope .....	18
12.3 On-the-Job Injury .....	19
12.4 Illness Verification .....	19
12.5 Notification .....	19
12.6 Payment of Sick Leave.....	20
12.7 Sick Leave Reserve Program.....	20
12.8 Sick Leave Conversion.....	20
<b>ARTICLE 13 – LEAVE WITHOUT PAY .....</b>	<b>20</b>
<b>ARTICLE 14 – OTHER LEAVE .....</b>	<b>20</b>
14.1 Military Leave .....	20
14.2 Compassionate Leave.....	20
14.3 Witness or Jury Leave.....	21
14.4 Crimes Victim Leave .....	21
14.5 Domestic Violence Victims Leave .....	22
14.6 Union Leave .....	21
<b>ARTICLE 15 - VACATION .....</b>	<b>22</b>
15.1 Accrual Rate.....	22
15.2 Accrual Cap.....	22
15.3 Vacation Request.....	22
15.4 Termination Payment.....	22
<b>ARTICLE 16 – HEALTH &amp; INSURANCE BENEFITS .....</b>	<b>23</b>
16.1 Medical Insurance .....	23
16.2 Life Insurance.....	23
16.3 Effective Date.....	24
16.4 Other Benefits .....	24
16.5 Joint Benefits Advisory Committee.....	24
16.6 Carrier/Coverage.....	245
16.7 FireMed .....	245
<b>ARTICLE 17 – SUBSTANCE ABUSE.....</b>	<b>25</b>
<b>ARTICLE 18 – UNION MEETINGS .....</b>	<b>25</b>
18.1 Meetings.....	25
18.2 Union Representation.....	25
<b>ARTICLE 19 – GRIEVANCE PROCEDURE .....</b>	<b>26</b>

19.1 Grievance Definition.....	26
19.2 Time Limits and Procedures.....	26
19.3 Waiver.....	27
19.4 Termination and Representation.....	27
<b>ARTICLE 20 – DISCIPLINE &amp; DISCHARGE .....</b>	<b>27</b>
20.1 Discipline.....	27
20.2 Notice of Discipline and Discharge.....	28
20.3 Reprimands.....	28
<b>ARTICLE 21 – PERSONNEL FILES .....</b>	<b>28</b>
21.1 Inspections.....	28
21.2 Effect on Promotion or Discharge .....	28
21.3 Adverse Material .....	28
<b>ARTICLE 22 – OUTSIDE EMPLOYMENT .....</b>	<b>28</b>
22.1 Outside Employment.....	29
<b>ARTICLE 23 – SAVINGS CLAUSE.....</b>	<b>29</b>
23.1 Savings Clause .....	29
<b>ARTICLE 24 – STRIKES &amp; LOCKOUTS .....</b>	<b>29</b>
24.1 Strikes and Lockouts.....	29
<b>ARTICLE 25 – EXISTING BENEFITS &amp; WORK RULES .....</b>	<b>29</b>
<b>ARTICLE 26 – TERMINATION .....</b>	<b>29</b>
<b>ARTICLE 27 – RE-OPENER .....</b>	<b>29</b>
27.1 Re-Opener .....	30
27.2 Parties not in Agreement.....	30
<b>Exhibit A .....</b>	<b>31</b>

**AFSCME/SPRINGFIELD  
COLLECTIVE BARGAINING AGREEMENT  
July 2012 to June 2015**

**PREAMBLE**

This Agreement is entered into by, and for, the City of Springfield, Oregon and Local #1148 of the American Federation of State, County and Municipal Employees, as of the 1st day of July, 2012.

It is the purpose of this document to establish the full agreement between the American Federation of State, County and Municipal Employees, Local #1148, AFL-CIO, hereinafter referred to as the "Union" and the City of Springfield, Oregon, hereinafter referred to as "City", and set forth herein rates of pay, hours of work, seniority, grievance procedures and other working conditions to be observed by the parties hereto.

Therefore, the City and the Union hereby agree:

**ARTICLE 1 – RECOGNITION**

**1.1 Recognition**

The City hereby recognizes Local #1148 as the sole and exclusive bargaining representative for all regularly employed employees of the City of Springfield Development and Public Works Operations Division, holding the job titles of Building Maintenance Worker, Custodian I, Custodian II, Data Maintenance Technician, Infrastructure Systems Specialist, Infrastructure Systems Technician, Maintenance Technician Apprentice, Maintenance Technician Journey, Maintenance Technician Crew Chief, Mechanic Apprentice, Mechanic Journey, Traffic Maintenance Technician Trainee, Traffic Maintenance Technician, Traffic Signal Electrician, Security Attendant, and Seasonal Maintenance Worker. The job title of Mechanic II shall be "grandfathered".

**1.2 Temporary Employees**

The City may hire temporary employees into bargaining unit classifications covered by this contract for periods not to exceed 520 hours without them being covered by the contract or represented by the Union. Temporary employees retained after that time limit shall be deemed as bargaining unit employees and time already served shall be observed for seniority accrual and probationary period satisfaction.

**1.3 Displacement of Regular Employees**

Volunteers, Temporary Employees, or Seasonal Maintenance Workers shall not be used to displace or replace unit employees.

#### 1.4 New Classifications and Job Titles

The intent of the parties is that new positions will be established within the above classification system whenever possible. However, should organizational development require the creation of a new job title and addendum in the Division that is not supervisory, confidential, or clerical, the Union will be provided the job title specification and addendum and shall have the opportunity to negotiate the applicable salary range.

#### 1.5 Job Title Specifications & Descriptions

The City shall maintain written job title specifications and addendums for represented positions that shall include a title; nature of work; general description of the duties; and minimum or desirable qualifications for the job. Job titles shall refer to a specific position or a group of positions and not to an individual in the job title. It is agreed that the content of the job title and addendum specification is not negotiable and that any changes made by the City in the job title specifications shall be forwarded to Local 1148.

#### 1.6 Seasonal Maintenance Worker Employees

Seasonal Maintenance Worker Employees are employed to perform landscape and right-of-way beautification duties, generally for the summer season, but not to exceed 520 regular hours.

Seasonal Maintenance Worker Employees will be afforded internal status when applying for City positions for one year following the seasonal assignment. Seasonal Maintenance Worker Employees hired into a regular bargaining unit position will receive seniority credit for all time served as a Seasonal Maintenance Worker Employee.

Seasonal Maintenance Worker Employees shall have the same rights and benefits under the collective bargaining agreement as other represented employees except that the following articles shall not apply to them:

- Article 6.2 & 6.3: Layoff & Recall
- Article 7: Probationary Periods
- Article 8.3- 8.11: Compensation
- Article 10: Holidays
- Article 12: Sick Leave
- Article 14.2 & 14.4: Other Leave
- Article 15: Vacation
- Article 16: Health & Insurance Benefits

In lieu of the rights and benefits excluded above, Seasonal Maintenance Worker Employees shall be granted one and one half (1.5) hours each of vacation leave and sick leave for every 80 hours worked. In addition, a Seasonal Maintenance Worker Employee who has worked at least two hundred forty hours (240) in the season shall be granted one paid floating holiday to be used or paid out at termination.

Seasonal Maintenance Worker Employees who are reemployed shall be moved to the next step on the salary schedule.

## **ARTICLE 2 – NON-DISCRIMINATION**

### **2.1 Non-Discrimination**

This Agreement shall apply equally to all members of the bargaining unit regardless of race, sex, color, age, national origin, religion, political affiliation, marital status, sexual orientation, union affiliation, or mental or physical disability unless based on a bona-fide occupation qualification.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.1 Management Rights**

The rights of the City include, but are not limited to, the exclusive right to determine the missions of its constituent department, commissions and boards, set standards of service; determine the procedures and standards of selection of employment and promotion; direct its employees; take disciplinary action; determine the level of its work force; maintain efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications and titles; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Management has exclusive rights in matters not covered in the Agreement except as otherwise limited by the terms of this Agreement.

## **ARTICLE 4 – FAIR SHARE & DUES CHECKOFF**

### **4.1 Fair Share**

Each employee shall, after a period of thirty (30) days of employment, either join the Union or pay a fair share amount as provided in ORS 243.650 (10) subject to statutory and constitutional requirements. The fair share amount shall be deducted monthly from each non-union member's wages and remitted monthly, in aggregate with the dues of union members, to the Union no later than ten (10) calendar days after the payday.

### **4.2 Check-off**

All members of the bargaining unit who are members of the Union as of the date of this Agreement is ratified by the Union or who subsequently voluntarily become members of the Union shall continue such membership during the term of this Agreement, except that any employee may withdraw from membership in the Union by giving written notice to the Union and the City of the desire to withdraw from membership during the period June 1 through June 15 of any year this Agreement is in effect. An employee who withdraws from membership shall continue to be subject to lawful fair share payments. The City shall deduct the certified amount of the Union's monthly dues from union members and submit the aggregate sum so collected as provided above. Employees who terminate, or who have worked less than ten (10) days in the calendar month, will

not be subject to the payroll deduction of dues or like amount in lieu of dues deduction.

#### 4.3 Religious Objection

As provided in ORS 243.666(1), an employee who is a member of a church or religious body, having bona-fide religious objections to a labor organization, or the payment of dues, or payments in lieu of dues to a labor organization, shall pay an amount of money equivalent to the Union's dues to a non--religious charity or other charitable organization mutually agreed upon by the affected employee and the Union. The employee shall provide written proof to the City and the Union, that this has been done.

#### 4.4 Hold Harmless

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, or suits and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article, provided that the City requests the Union to designate legal counsel to defend the City in such disputes.

#### 4.5 Adjustments

The Union shall refund directly to the employee any salary deduction that does not meet the guidelines referenced above. If the City fails to make the proper deduction, the appropriate adjustment will be made to the Union. In no case shall the City's liability for such an adjustment extend beyond Union notification that has been provided during the prior pay period.

### **ARTICLE 5 - SAFETY**

#### 5.1 Safety Equipment

The City will provide all safety equipment that is required by applicable state or federal laws or regulations. Applicable regulations will also include those issued by the City in the form of Departmental Policy. The City will reimburse employees up to \$150 per year for the purchase of safety-toed footwear that meets OSHA requirements. If the employee chooses to purchase a more expensive boot, the \$150 can be carried over from the previous year for a total of \$300 every other year for the purchase of boots. Such equipment furnished to employees must be worn/used in the manners specified by the applicable law or regulation.

#### 5.2 Safety Committee

The City and the Union agree to create and maintain a Development and Public Works Operations Division Safety Committee, consisting of at least two (2) Representatives each of the City and the employees. Two (2) employee representatives will be chosen by the Union. The committee will function pursuant to rules and regulations mutually agreed upon by the parties. The number of City and union representatives on the committee may be changed by mutual agreement. This does not restrict either party from designating alternative representatives to the committee.

## **ARTICLE 6 - SENIORITY**

### **6.1 Seniority Definition**

Seniority shall be defined as length of service in a job title with the City of Springfield, Development and Public Works – Operations Division, for those classes defined in Article 1, Recognition, since his/her last date of hire. An employee shall lose all seniority credit in the event of:

- a) Voluntary termination.
- b) Discharge for just cause which includes but is not limited to absence from work for three (3) days or longer without notification to the employee's supervisor, where there is no reasonable justification for failure to provide such notice.
- c) Failure to return from layoff within three (3) weeks of recall or failure to accept recall within one (1) week of notice.
- d) Layoff of more than eighteen (18) months (no accrual during layoff).
- e) Retirement.

The date of employment within the City of Springfield, Department of Development and Public Works – Operations Division, shall be the initial date used in calculating the anniversary date for job titles defined in Article 1, Recognition. One (1) year from the date of employment shall be the employee's anniversary date. Promotions which, pursuant to the provisions of this Agreement shall result in an increase in salary will result in a modification of the anniversary date causing it to be the date upon which the promotion occurred. This shall be the employee's anniversary date for the job title they are promoted into. The employee's accrued seniority in the job title they are leaving as a result of promotion shall be frozen.

### **6.2 Layoff**

A layoff means a reduction in the Division work force. In the event of a reduction in the work force, layoffs will be made within a job title by seniority. After all Maintenance Apprentices have been laid off, layoffs in the Maintenance Journey job title shall be by bargaining unit seniority.

For the purpose of layoff and recall the Custodians, Building Maintenance Worker, Data Maintenance Technician, Infrastructure Systems Technician, Infrastructure Systems Specialist, Security Attendant, Mechanic Journey, Traffic Maintenance Technician and Traffic Signal Electrician job titles shall be considered separate from the other job titles. Employees who are designated to be laid off shall have the right to bump back into any job title they have held previously, as long as their seniority in that job title is greater than the seniority of the least senior person currently in that job title. An employee who bumps back into a previously held job title shall be placed at the first salary step in line with the step they were on when they were last employed.

### 6.3 Recall

Employees shall be recalled in the inverse order of layoff within a job title. Employees shall have recall rights for a period of eighteen (18) months from date of layoff. Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall notify the City of his/her acceptance of the offer within seven (7) calendar days from the date of receipt thereof or date of attempted delivery to the employee at his/her last known address by certified mail, and be available for work within twenty-one (21) calendar days or the employee will forfeit all recall rights and seniority. It shall be the laid off employee's responsibility to maintain with the Human Resources Director, a current address and telephone number at which he/she may be contacted in the case of recall, as a qualification for eligibility for recall.

No new employee shall be hired by the City in a bargaining unit job title while a layoff list is in effect for that job title.

### 6.4 Seasonal Maintenance Workers and Temporary Employees

Seasonal Maintenance Workers and Temporary Employees performing work that regular employees are capable of performing shall be terminated before any regular employee possessing the qualifications, occupational skill and abilities required for the job is laid off, unless the funding source for the temporary employees cannot be used to fund regular employees to perform the work.

## **ARTICLE 7 – PROBATIONARY PERIODS**

### 7.1 Initial Probation Period

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the quality of its service to the citizens of the City by observing an employee's work, training employees and assisting employees in adjusting to their positions, and by providing an opportunity to reject any new employee whose performance fails to meet required work standards. Beginning from the date of hire into a regular position, every new employee hired shall serve a one (1) year probationary period. Termination of an employee on probation is at the sole discretion of the City and such action shall not be subject to the grievance procedure.

Seasonal Maintenance Workers and Temporary Employees are at will and do not serve a probationary period.

### 7.2 Apprenticeship Probation Period

After the initial probationary period and prior to the end of the thirty-six (36) month apprenticeship, an employee may be terminated upon the recommendation of the Maintenance Trades Apprenticeship and Training Committee and approval of the Development and Public Works Director or his/her designee. Such termination would be grievable.

### 7.3 Traffic Maintenance Technician

The one year period that a Traffic Maintenance Technician is a trainee shall be considered his/her probationary period. Once past this one (1) year trainee period, the Traffic Maintenance Technician shall be off probationary status. A Traffic Maintenance Technician trainee who fails his/her probationary period on the basis of qualification and/or job performance, or a Traffic Maintenance Technician who fails to achieve required licensing and certification within thirty-six (36) months after appointment, shall be allowed to return to his/her previously held position with the Springfield Maintenance division, provided he or she remains qualified for that position.

### 7.4 Seniority List

The City will post the current seniority list quarterly which will include: employee's name, job title and step, bargaining unit seniority date, and job title seniority date. The Union shall receive, upon request, an additional seniority list for representational purposes. Each posting shall be dated and include the most current information available.

## **ARTICLE 8 – COMPENSATION & CLASSIFICATIONS**

### 8.1 Salary Schedules

Within three (3) weeks of the date this contract is signed by all parties, all members in the bargaining unit shall receive a one-time payment of \$600.

For July 1, 2014 through June 30, 2015, all wage rates in the bargaining unit shall be increased by three percent (3.0%).

### 8.2 Beginning Salary

New employees in the Maintenance Apprentice/Journey series shall be hired at Step 1 of Apprentice. However, no person covered by this Agreement at the time hired as an Apprentice shall suffer a reduction in pay as a result of such appointment, but shall be "red-circled" until the salary as an Apprentice exceeds the salary in the previous title. Should the State establish standards that facilitate reciprocity, such qualifications may, as determined by the City, justify hiring above Apprentice Step 1. If the City decides to rehire an employee who has terminated such employee; at the discretion of the City, may be rehired at the salary and step occupied at the time of termination.

### 8.3 Movement Between Steps

Merit step increases shall depend upon one year of service and a satisfactory rating. Denial of step increases shall be grievable based on just cause. Performance evaluations shall be based on objective job performance standards. Any perceived performance deficiency shall be brought to the employee's attention promptly after it comes to the attention of management. Evaluations shall not be subject to the grievance procedure contained herein, unless an employee is denied a step increase or loss of status in their current step as a result of their evaluation.

Employees shall be eligible for step increases on the anniversary of their last date of hire or last promotion date, whichever is appropriate.

#### 8.4 Maintenance Trades Apprenticeship and Training Committee

The Maintenance Trades Apprenticeship and Training Committee shall be made up of four (4) members. Management will choose two (2) representatives of Management. The Union shall choose two (2) members to serve as Union representatives. The Apprenticeship Committee shall recommend standards for training and shall keep track of the progress of apprentices including Traffic Maintenance Technician Trainees. Alternates may attend on behalf of a regular member.

#### 8.5 Shift Differential

Employees who must report to work two (2) or more hours outside their regularly assigned shift, for two or more days in a pay period, will qualify for an additional five percent (5%) on the hours worked outside their regularly assigned shift or \$25 per pay period, whichever is greater.

#### 8.6 Retirement

Retirement will be provided by Public Employees Retirement System (PERS). Each employee shall contribute six percent (6%) of earnings toward the employee's contribution to the retirement plan through June 30, 2007. Effective July 1, 2007, the City shall assume the six percent (6%) "Employee Contribution" to the retirement plan. The City shall continue to assume any remaining portion of the employee's contribution to the retirement plan.

#### 8.7 Severance Pay

Terminating employees hired after June 30, 1982, shall not be entitled to any severance pay or benefits except as specifically set forth herein.

#### 8.8 Required Payments

- a) The City shall pay for any required training, equipment and State certifications.
- b) Employees who choose to get their bi-annual CDL physical from a physician not of the City's choosing will be eligible for reimbursement from the City equivalent to the City's cost, if not covered by their insurance.

#### 8.9 Acting-in-Capacity

Employees assigned to perform substantially all the duties of a higher classification for three (3) or more consecutive days, will be compensated at step one of the higher classification but not less than five percent (5%) above their regular pay level. Acting-in-Capacity pay will be applied retroactively to the beginning of the assignment.

#### 8.10 Project Assignment

Employees who are assigned a project assignment which qualifies for a project assignment differential based on criteria set forth in the Department's Standard Operating Policies and Procedure M-1.26 shall receive a differential of 7.5 percent for work performed on the project assignment.

#### 8.11 ERT On-Call Pay

When an employee volunteers and is designated by the City to be on-call as part of the Operations Division Emergency Response Team (ERT), he/she will be paid 1.7 hours of overtime or compensatory leave for each 24 hours period of on-call status.

#### 8.12 Pay Period

Employees shall be paid on a bi-weekly basis. In the event a regularly scheduled pay date falls on a banking holiday, the last preceding work day shall be the regular pay date in lieu thereof. The Union shall be provided at least sixty (60) days notice of a change of paydays from bi-weekly to another timeframe.

### **ARTICLE 9 – WORKING HOURS & CONDITIONS**

#### 9.1 Regular Hours

Working hours for each employee shall be regular and consecutive except for meals or rest periods, or for emergencies.

#### 9.2 Work Day

Eight (8) hours, excluding a lunch period interruption, shall constitute a work day. Hours of work, excluding Custodians and Security Attendants, shall be 7:00 a.m. to 3:30 p.m. It is understood that the City may require a certain number of employees to be scheduled to provide necessary coverage and that if there aren't sufficient volunteers, a weekly rotational system may be established. Custodial normal work day will be from 2:00 p.m. to 10:30 p.m. The City will consider the needs of the employee in scheduling. The parties agree that the normal hours of work may be changed as provided in Section 9.4 Work Schedule to meet operational requirements. Other alternate work schedules varying hours and days may be worked by employees by mutual agreement.

#### 9.3 Work Week

Unless otherwise mutually agreed, the work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off. Saturdays and Sundays are not considered regular work days except in special cases as the need arises as determined by the City and for employees who voluntarily agree to a work week including Saturday and Sunday work.

#### 9.4 Work Schedule

Work schedules showing employees' work days and hours shall be posted in a conspicuous place available to employees. Work schedules will be changed only after five (5) work days' notice to employees.

Under any situation declared an emergency by the City, as provided in Article 11.3 Emergency Defined, work schedules may be changed as required for the duration of the emergency. In such instance overtime will be paid in accordance with Article 11.1 Overtime.

Except in emergency situations, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled as near the middle of each one-half shift as feasible to the operational needs of the City.

#### 9.5 Holidays for Alternative Schedules

Holiday pay for full-time employees is valued at eight (8) hours per designated holiday. For full-time employees who are required by the City to work an alternate regular schedule, the value of the holiday will be equal to the hours normally scheduled for that day. For full time employees who work an alternate regular work schedule that is not required by the City, the value of the holiday will be eight (8) hours per holiday. If this results in less than forty (40) hours of paid hours for a week in which a holiday occurs, the employee will be permitted to flex their time during that week in order to maintain forty (40) paid hours for that week, provided there is work available for them outside the employee's regularly scheduled hours. This provision does not apply to temporary or emergency schedule changes.

Whenever a holiday falls on an employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the holiday falls equally between work days, the last workday before the holiday shall be designated as the holiday. However, an option, upon mutual agreement between the supervisor and the employee an alternate day off maybe granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time off and the request has been denied due to city requirements the time will be granted within the following thirty (30) calendar days.

## ARTICLE 10 - HOLIDAYS

### 10.1 Designations

The following holidays are recognized as guaranteed paid holidays:

New Year's Day	January 1
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

Whenever any of the above listed holidays shall fall on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

### 10.2 Floaters

A floating holiday shall be accrued upon completion of each six (6) months service (two (2) floating holidays per fiscal year). A floating holiday will be credited to each employee's leave account on January 1 and July 1 each year. Employees who start to work in the middle of either period will have the floating holiday prorated and added to their account on the date following their hire date. A floating holiday must be used during the calendar year in which it is earned. The City will notify each bargaining unit employee between November 1st and 7th of each year if he/she has accrued holiday time that will be lost if not taken before December 31..

### 10.3 Holiday Pay

In order to qualify for holiday pay, an employee must have worked the last scheduled work day before the first scheduled work day after the holiday, or have been on authorized leave with pay, or authorized leave without pay of not more than fifteen (15) calendar days.

Employees who are called in to work on a holiday that also falls on a weekend shall be paid double time. All other holidays where an employee must work will be paid at time-and-a-half. This provision shall not apply to scheduled weekend work, even if it includes work on a holiday.

## ARTICLE 11 - OVERTIME

### 11.1 Overtime

Overtime shall mean the time an employee is required to work in excess of and continuous with their regularly scheduled day or work week. All overtime shall be

compensated at the rate of time and one half. Compensation for overtime shall take the form of cash payment or compensatory time off.

#### 11.2 Compensatory Time

An employee cannot accumulate more than eighty (80) hours of compensatory time off. When this maximum accumulation is reached, compensation shall take the form of cash payment at the rate of time-and-one-half the employee's regular hourly rate of pay. The City shall give due consideration to the desire of the employee as to the form of compensation. Accrued comp time shall be paid upon termination for any reason. Overtime work shall be on voluntary basis, however if volunteers are not available, the City reserves the right to assign employees to work overtime when an emergency is declared for reasonable cause.

#### 11.3 Allowance of Compensatory Time

It is understood by the parties that the current regulations of the U.S. Department of Labor applying the provisions of the Fair Labor Standards Act to local governments restricts the circumstances when comp time is allowed. Nothing in this section shall be construed to require overtime compensation in the form of comp time contrary to the FLSA.

#### 11.4 Overtime Distribution

Insofar as possible, overtime work shall be distributed equally to employees within the bargaining unit on a monthly basis.

#### 11.5 Emergency Defined

Emergency shall be defined as any situation that may be reasonably expected to adversely affect the health, safety, or welfare of the public. Any emergency requiring employees to report for work involuntarily may be declared only by the Development and Public Works Director, Maintenance Division Manager, or by the Maintenance Supervisors.

#### 11.6 Incident Call Back

Incident Call Back is work performed outside the scheduled work day or work week that is not continuous with work hours. An employee called to work after their normally scheduled shift shall receive a minimum of two (2) hours of pay at time-and-one half, which will be recorded as overtime. The City retains the right to assign job responsibilities under a call back situation other than those for which the employee had been initially called back. Such other responsibilities shall only include such duties as might normally be assigned to individuals in the affected classification.

#### 11.7 Shift Change Call Back

Shift change call back refers to all work performed due to a work schedule change with less than twenty-four (24) hours notice and falling outside of the employee's regular shift. Shift change call back hours shall be compensated at a rate of one and one-half (1-1/2) times an employee's regular straight-time rate throughout a twenty-four (24) hour

period which commenced at the beginning of the employee's regular shift. Shift change callback hours shall be counted as regular hours paid at time-and-a-half and not overtime hours.

- a) Generally, Shift change call back will produce three (3) shifts: regular, swing, and graveyard. During the first twenty-four (24) hour period, swing shift and graveyard shift will be compensated at time-and-a-half, with any appropriate additional pay. At the end of the first twenty-four (24) hours, all shifts will be compensated at the regular straight-time rate, with any appropriate additional pay
- b) It is in the interest of the City and the Union that an employee work eight (8) hours in one (1) day and forty (40) hours in one (1) week. An employee is not guaranteed to work any time past forty (40) hours in a single work week, even if they would normally be scheduled to work. During a Shift Change Call Back period an employee may be scheduled for forty (40) worked hours by the end of the work week, the City will pay them for forty (40) hours. An employee may request vacation, subject to standard vacation approval rules.
- c) The City retains the right to assign job responsibilities under a call back situation other than those for which the employee had been initially called back. Such other responsibilities shall only include such duties as might normally be assigned to individuals in the affected job title.

#### 11.8 Prohibiting Stacking and Compounding of Special Pays

An employee may earn a maximum of twelve percent (12%) applied to their base salary. An employee may not stack any pay applied as a percentage – including acting-in-capacity, incentive, certification, and shift differential pay – beyond this limit. This provision does not apply to pays that are given as a flat dollar amount. If an employee is working overtime or on call back, they will earn base salary multiplied by 1.5 plus a maximum of twelve percent (12%) on base salary. For example, if an employee earns \$20 an hour and maxes out their ability to stack pay, they will earn  $(\$20 \times 1.5) + (\$20 \times 0.12)$ , or \$32.40.

## ARTICLE 12 – SICK LEAVE

### 12.1 Accrual

For the sole purpose of providing financial security to employees and their dependents, employees shall accrue sick leave at the rate of eight (8) hours for each month of service. Sick leave shall accrue from date of employment. The maximum accrual of sick leave shall remain 960 hours.

### 12.2 Scope

Sick leave may be taken because of illness or injury, including medical and dental appointments. Sick leave may be used in increments of thirty minutes or more. Sick

leave may be used for illness or injury involving the immediate family (spouse, father, mother, grandparents, stepchildren, brother, sister, or other family members living in the employee's household). For the purpose of this Article the term spouse also includes same gender domestic partners who meet the eligibility criteria for other City benefits.

### 12.3 On-the-Job Injury

The City provides workers' compensation benefits in accordance with state law for all employees for injuries and illnesses arising out of, and in the course of, employment with the City of Springfield. Benefits will be administered in accordance with Workers' Compensation Law and Administrative Rules of the Workers' Compensation Department or its successor. Complaints arising under provisions of Workers' Compensation Law or Rule are not grievable but are to be addressed through procedures established by the Workers' Compensation Department, State of Oregon, or its successor.

Employees who sustain an injury or illness compensable by Workers' Compensation, and who are eligible for Workers' Compensation temporary disability benefits, may receive injury leave in lieu of personal leave during the time period of an accepted disabling Workers' Compensation claim, as defined by Workers' Compensation Law for up to a period of twelve (12) months under one (1) of two (2) options:

Option 1: Employees may receive injury leave from the date of an accepted disabling Workers' Compensation claim, assuming that temporary disability payments are due on the claim and all temporary disability payments from SAIF are signed over to the City.

Option 2: Employees may receive injury leave after a three (3) day waiting period for an accepted disabling Workers' Compensation claim, assuming that temporary disability payments are due on the claim and all temporary disability payments from SAIF are kept by the employee. The City will deduct the difference between the temporary disability payments and the employee's regular net pay or may convert the difference into hours and charge them against the employee's accrued sick, vacation, and/or holiday leave.

### 12.4 Illness Verification

Abuse of sick leave shall be considered just cause of disciplinary action. It is recognized that the City may investigate sick leave utilization by any reasonable means. If the City requests a doctor's verification for an absence, such verification shall be at the City's expense for any amount not covered by the employee's medical insurance.

### 12.5 Notification

An employee requiring use of sick leave shall notify his/her immediate supervisor at least twenty (20) minutes prior to the scheduled shift. If the employee is incapacitated to an extent that notification is not reasonably possible, he/she shall notify the immediate supervisor as soon as possible thereafter. In the case of continued illness, disability, or

inability to report to work for any reason, the employee shall notify the immediate supervisor weekly.

#### 12.6 Payment of Sick Leave

Payment of unused accrued sick leave shall be paid upon retirement or disability retirement to a maximum of 480 hours.

#### 12.7 Sick Leave Reserve Program

Employees of this bargaining unit are eligible to participate in the City's Sick Leave Reserve program as provided by City Policy. The City's Sick Leave Reserve policy to be implemented January 1, 2004, insofar as it impacts the terms and conditions of employment for employees covered by this agreement, shall not be modified unless negotiated with the Union. The City reserves the right to modify the policy as may be necessary for administrative purposes not impacting terms or conditions of employment, or to comply with applicable state or federal law.

#### 12.8 Sick Leave Conversion

Once a member has accrued and maintains a bank of 960 hours of sick leave, they may convert, at the end of each calendar year, all newly accrued sick leave, up to 96 hours, into their Health Reimbursement Account (HRA). These hours will be converted and paid into the employee's existing HRA on an 8:1 basis at the employee's hourly salary when the conversion occurs. If the employee chooses not to convert, the hours expire at the end of the calendar year; an employee cannot hold onto these hours greater than 960 to convert at a later time.

### **ARTICLE 13 – LEAVE WITHOUT PAY**

Leave of absence without pay may be granted for a specific period, not to exceed one (1) year. During the leave without pay, accrued benefits shall be frozen. Any leave without pay in excess of thirty (30) consecutive calendar days shall result in the seniority dates being adjusted for the period of time on leave except as otherwise required by state or federal statute.

### **ARTICLE 14 – OTHER LEAVE**

#### 14.1 Military Leave

Military leave shall be granted in accordance with State and Federal statutes.

#### 14.2 Compassionate Leave

In the event of a death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, step-children, father-in-law, mother-in-law, grandparents, persons with "in loco parentis" status to the employee and any person residing in the employee's household at the time of death), the City shall grant time off with pay to make funeral arrangements, if necessary, and to attend the funeral. A maximum of five (5) days may be granted if warranted by the situation. Such leave shall not be charged

against accumulated sick leave. Leave with pay for up to four (4) hours may be granted when an employee serves as a pallbearer. Upon request of the employee, compassionate leave may be granted for a close relative not listed above, but in any event such request shall not be unreasonably denied.

#### 14.3 Witness or Jury Leave

When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his/her control and where such duties can be construed to be in the public interest, he/she will be continued at full salary for the period of required service. All monies received as witness fees or pay for jury duty must be signed over to the City, unless such fees are earned on employee's days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal day is required by jury or witness duties.

#### 14.4 Crime Victims Leave

Crime Victims Leave shall be granted in accordance with State and Federal statutes. Unless stated otherwise, this leave shall be unpaid. The City may limit an employee's leave if it creates an undue hardship on the City, causing significant difficulty and expense.

#### 14.5 Domestic Violence Victims Leave

Domestic Violence Victims Leave shall be granted in accordance with State and Federal Statutes. Unless stated otherwise, this leave shall be unpaid. The City may limit an employee's leave if it creates an undue hardship on the City, causing significant difficulty and expense.

#### 14.6 Union Leave

An employee who is elected to a position of responsibility in the Union may be granted a leave of absence without pay for a period not to exceed one (1) year. Such leave, requested by the Union, shall be contingent upon the operational needs of the department. An employee granted such leave shall have all accrued benefits frozen until their return within the year.

Two (2) Union members may be allowed time off without pay to attend Union functions other than those outlined in the preceding paragraph, providing relief personnel can be provided and that such time off does not exceed forty (40) hours for each representative per calendar year.

## ARTICLE 15 - VACATION

### 15.1 Accrual Rate

Employees shall accrue vacation time at the following rates.

<u>Years of Service</u>	<u>Monthly Hourly Accrual</u>	<u>Annual Hours</u>
1 - 3	8	96
4 - 8	9.33	112
9 -13	10.67	128
4 -18	12.67	152
19+	13.33 + .67*	160 + 8*

\* For each year beyond nineteen (19)

### 15.2 Accrual Cap

Vacation accrual shall be limited to 500 hours. Employees are allowed to exceed the 500-hour ceiling only during the succeeding calendar year. For an example, an employee with a vacation balance of 500 hours on January 1 may continue to build vacation hours during the calendar year. However, by December 31, he/she will be required to have reduced the accrued vacation, which includes the December accrual, to 500 hours or less. Any accrued but unused vacation above 500 hours on January 1<sup>st</sup> will be deducted from the employee's vacation balance. Employees who are in jeopardy of losing accrued vacation leave in excess of their ceiling shall request to take vacation during the calendar year by means of a written request to their supervisor. Such requests shall be made at the beginning of the calendar year so that the scheduling of alternative vacation times can be considered if necessary due to the operating needs of the department. If a mutually agreeable time cannot be established, employees will be assigned vacation options. If the supervisor, with the concurrence of the department head, is unable to grant the requested vacation considering all alternatives throughout the year, the affected employee shall be paid for vacation that exceeds his/her ceiling as of December 31 on the employee's January 5 paycheck. Employees may request an estimate of their end of the year vacation balance from the Human Resources Department at any time throughout the year.

### 15.3 Vacation Request

Except in an emergency, employees requesting more than 16 hours of vacation shall make their request at least one week in advance. Requests for vacation of 16 hours or less shall be made prior to the end of work on the preceding day. Preference in vacation scheduling shall be by bargaining unit seniority. No reasonable requests shall be denied.

### 15.4 Termination Payment

A member who resigns or who is terminated during the first six months of the probationary period shall not be entitled to vacation leave or payment for accrued vacation leave.

All members who are regular employees of the City shall be entitled to payment for unused accrued vacation leave upon separation from the City service. Such payment will be computed by the Finance Department on a pro-rated basis at the rate of pay applicable at the time of separation.

## **ARTICLE 16 – HEALTH & INSURANCE BENEFITS**

### **16.1 Medical Insurance**

The City shall continue current medical, optical and dental insurance through the term of this agreement. The comprehensive dental insurance plan will conform to the insuring agreement in effect between the City and ODS dental plan in Plan year 2012/2013. All employees within the bargaining unit shall only be eligible for the standard insurance plans adopted for this employee group.

Nothing in this section shall be construed as prohibiting the parties from mutually agreeing to an alternative medical and hospital insurance plan. The Union agrees to continue joint efforts with management to explore ways to contain the cost of health insurance coverage. The City shall not be required to increase its contribution on the available health and dental plans, after this contract expires.

Effective July 1, 2012, the City's total premium share will be 90 percent of the premium cost for the medical plan with the lowest cost full family premium and 90 percent of the premium cost of the dental plan.

Each month an employee is enrolled in the Health Incentive plan (HIP) during the term of this agreement, the City will contribute \$100 for single coverage or \$200 for an employee with eligible dependents to a Health Reimbursement Account (HRA).

Employees enrolled in the HIP plan with an enrolled same gender domestic partner will receive \$200 per month HRA contribution or may elect a \$100 per month HRA contribution and \$100 per month supplemental pay in lieu of a \$200 HRA contribution, until such time as the use of HRA funds is permitted for same gender partners under IRS regulation, at which time this "as pay" option will be discontinued and the full contribution will be made to the HRA.

Employees shall pay a minimum of \$40 toward the monthly health insurance premium for whichever plan they select. Employees shall pay any portion of the premiums for the selected medical plan or Dental plan for which the City is not obligated as set forth in this section.

### **16.2 Life Insurance**

The City shall provide at no cost to the employee term life and accidental death and dismemberment insurance for each bargaining unit member equal to one times the

employee's annual salary. For part time employees, the benefit will be prorated based upon scheduled FTE.

### 16.3 Effective Date

Coverage shall be effective no later than the first of the month following the first thirty (30) days of employment

### 16.4 Other Benefits

The City will continue to make the following benefits available to employees covered by this agreement: a flexible spending account program, long term disability insurance, an employee assistance program, policies regarding the City's family and medical leave procedures, a dual coverage allowance option, and the City's policy regarding sick leave donation.

### 16.5 Joint Benefits Advisory Committee

The parties agree to participate in a joint benefits advisory committee with other employee groups. Consideration will be given to the number of represented employees per representative for each group on the committee.

- a) The purpose of such a committee would be to review components of the employee benefit package (health, vision, dental, and any other voluntary products such as supplemental life), consider modifications to the plan, monitor insurance plan costs and utilization, educate employees about the benefit programs, review alternative carriers, and make recommendations for plan modifications.
- b) The Union will consider modifications to the insurance plans recommended by the Committee during the term of this agreement; however, any such changes shall be subject to mutual agreement between the parties.

### 16.6 Carrier/Coverage

If the medical and/or dental carrier(s) informs the City of plans to terminate a plan currently in effect, substantially modify the plan resulting in a substantial change in benefits, or if the City offers additional health insurance plan(s), the City shall notify the Union in writing. If the Union demands to bargain over such changes in accordance with ORS Chapter 243, the parties shall negotiate over the impact of the plan termination or modification by the carrier(s), or the addition of plan(s) by the City.

The City may, at their sole discretion, offer wellness programs in addition to the insurance coverage and benefit levels provided under the City's health insurance plan(s). Wellness programs would not reduce benefits, but would be a voluntary addition or alternative to existing health insurance coverage. The scope of such wellness programs will also be determined at the sole discretion of the City. Wellness programs may be made available to all employees and dependents or a definable group in a specific situation, such as individuals with a specific diagnosis. Participation in

wellness programs will be anonymous unless the program requires enrollment through the City. Participants will always be notified in advance when anonymity cannot be maintained. Initiation or continuation of any wellness program will be at the sole discretion of the City, and may be discontinued in whole or part by the City at any time. The City's participation in wellness programs will not set a precedent.

#### 16.7 FireMed

As part of its benefit package, the City will provide basic FireMed membership to all bargaining unit employees.

### **ARTICLE 17 – SUBSTANCE ABUSE**

The Alcohol and Controlled Substances Testing Policy shall be enforced in accordance with Development and Public Works Supplemental Operating Policies and Procedures M-1.25 including the Memorandum of Understanding between the parties. Members who are not required by job description to maintain a Commercial Drivers License will be subject to the same policy and memorandum with the exception of the following sections:

Paragraph 1 "Application" of the memorandum  
Article VII (Post Accident Testing)  
Article VIII (Random Testing)

### **ARTICLE 18 – UNION MEETINGS**

#### 18.1 Meetings

In order that employees may have a convenient place to hold Union meetings, it is agreed that the Union shall be allowed to use City Development and Public Works meeting rooms, provided said meetings have the prior approval of the Division Manager. Local #1148, AFSCME, shall be responsible for the security of the area during and after the Union meetings. The City may revoke the privilege, in the event of a work stoppage or any violation of the strikes article of this Agreement by the Union.

#### 18.2 Union Representation

Four (4) Union Representatives shall be allowed time away from their duty stations without loss of pay when attending meetings with the City for the purpose of labor agreement negotiations and two (2) Union Representatives shall be allowed time away from their duty stations without loss of pay when attending meetings with the City for the purpose of grievance adjustments. Where the time cannot be taken due to operational necessity as reasonably determined by the City, the Union will be offered the option of rescheduling or proceeding with - fewer representatives.

## ARTICLE 19 – GRIEVANCE PROCEDURE

### 19.1 Grievance Definition

For the purpose of this contract, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this contract, or about an alleged violation of this contract.

### 19.2 Time Limits and Procedures

Grievances will be processed in the following manner and within the stated time limits, unless the parties agree to waive the specified time limits. If any time period shall end on a day that is a Saturday, Sunday, or holiday, such time period shall be extended to the end of the next working day.

Grievances must have occurred within the past fourteen (14) days, or the employee must have had knowledge of them for no longer than fourteen (14) days to be eligible for processing. For purposes of this Article, "days" shall mean calendar days.

Step 1: The aggrieved employee with or without a Union Representative, or the Union, shall discuss the grievance with the employee's immediate supervisor. If the grievance is not resolved within five (5) days of the meeting, then the grievance shall be submitted to Step 2 of the grievance procedure.

Step 2: The grievance shall be reduced to writing and signed by the grievant, and shall include the following information:

- a) A statement of the grievance and the facts on which it is based.
- b) The remedial action requested.
- c) The section of the agreement to which the grievance relates.

By the seventh (7) day after the informal discussion at Step 1, a copy of the grievance shall be presented to the Division Manager and the Department Director with a copy to the Union Steward, at a meeting with the grievant, his/her immediate supervisor and with any Union Representative that the grievant wishes in attendance, and shall render a decision within seven (7) days. If the grievance remains unsettled it shall proceed to Step 3.

Step 3: Within fourteen (14) days after the meeting with the Division Manager and the Department Director, the grievance, along with all pertinent written information shall be submitted to the City Manager at a meeting with the grievant, Union Representative, Management representative, and Division Manager or a designee. The City Manager shall render a written decision within fourteen (14) days after the meeting.

Step 4: If the grievance is still not resolved, it may be submitted within ten (10) days to an Arbitrator by the Union in the following manner:

- a) A list of seven (7) Oregon Arbitrators shall be obtained from the State Mediation and Conciliation Service of the Employment Relations Board. Upon receipt of the list of Arbitrators, final selection shall be made by the parties alternately striking one name from the list until one name remains. The order of striking shall be determined by a coin toss.
- b) The selected Arbitrator shall begin the hearing as soon as possible, and shall render a decision within thirty (30) calendar days of the hearing. The powers of the Arbitrator shall be limited to interpreting this Agreement and determining if it has been violated, and he/she shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. The Arbitrator's decision shall be final and binding on the parties.
- c) The cost of the Arbitrator shall be borne by the losing party as determined by the Arbitrator. Each party shall be responsible for the costs of presenting its own case to arbitration. If, however, either party desires a verbatim transcript of the arbitration proceeding, it may cause such a record to be made, providing the requesting party pays for the transcript and makes copies available to the other party and the Arbitrator.

### 19.3 Waiver

Any and all time limits specified in the grievance procedure may be waived by mutual written consent of the Union and the City. Failure to submit the grievance in accordance with the prescribed time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time limit to the grievance will elevate the grievance to the next step.

### 19.4 Termination and Representation

A grievance may be terminated at any time, upon receipt of a signed statement from the Union or the grievant that the matter has been resolved. A grievant may represent him/herself without Union intervention, and be allowed to attend all meetings involving the parties. A grievant may be represented by the Union at any step of the grievance procedure.

## **ARTICLE 20 – DISCIPLINE & DISCHARGE**

### 20.1 Discipline

No regular employee may be disciplined or discharged except for just cause; a probationary employee may be discharged with or without cause and such discharge shall not be grievable. The City and the Union agree that Personnel Rules relating to discipline and discharge shall apply to members of the AFSCME bargaining unit unless

they are inconsistent with specific provisions of the parties' collective bargaining agreement, including the requirement for just cause for any disciplinary action.

#### 20.2 Notice of Discipline and Discharge

A written record shall be made of any disciplinary action taken against any employee and placed in the employee's personnel file which shall be maintained by the Human Resources Department. The employee shall receive prompt written notice of any disciplinary action taken; such notice shall include the specific charges or offenses; including references to written rules and regulations, if applicable, and type of penalty.

#### 20.3 Reprimands

In reprimanding or otherwise counseling an employee, the City shall make every reasonable effort to avoid embarrassing the employee before other employees or the public.

### **ARTICLE 21 – PERSONNEL FILES**

#### 21.1 Inspections

The City shall maintain a personnel file on each employee. The personnel file, including portions in electronic form, shall be available for inspection upon request, or to a Union Steward upon written request from the employee. The employee, or the Union Steward, upon written request from the employee, may receive copies of any material in the employee's file, and may be subject to a duplication fee as designated by the Finance Department.

#### 21.2 Effect on Promotion or Discharge

Specific disciplinary actions contained in the Personnel files shall not be considered in current promotional or disciplinary actions, as long as no recurrence of the same or similar activity occurs within two (2) years of the original disciplinary action.

#### 21.3 Adverse Material

Any adverse material, used to determine an employee's eligibility for a step increase, promotion, or to justify disciplinary action shall be brought to the employee's attention within one (1) week of the City's knowledge. Any such material must be dated and signed by the employee to acknowledge notice before it is placed in the employee's personnel file. Employees shall have the right to rebut any adverse material placed in the file.

### **ARTICLE 22 – OUTSIDE EMPLOYMENT**

#### 22.1 Outside Employment

Permission to work at outside employment shall be required, pursuant to City Policy. However, it is understood that the primary commitment of full-time employees must be to their City jobs. Outside employment shall not detract from the efficiency of the employee's City duties, nor shall it present a conflict of interest or otherwise damage the

job related credibility of an employee or the City. Should a problem arise concerning an employee's outside employment, it is understood that the employee may be subject to discipline as provided in Article 20.

### **ARTICLE 23 – SAVINGS CLAUSE**

#### **23.1 Savings Clause**

The provisions of this Agreement are declared to be severable, and if any section, sub-section, sentence, clause, or phrase of this agreement shall for any reason be ruled to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part. Should any part of this Agreement be ruled invalid or unconstitutional, and the ruling does not declare a specific remedy, the City and the Union agree to attempt to negotiate a substitute.

### **ARTICLE 24 – STRIKES & LOCKOUTS**

#### **24.1 Strikes & Lockouts**

The Union agrees that during the term of this Contract, neither it nor its membership will participate in a strike, stop work, slowdown, or otherwise interrupt City service.

There shall be no lockout of employees instituted by the City during the term of this Agreement.

### **ARTICLE 25 – EXISTING BENEFITS & WORK RULES**

Nothing in this Agreement is intended to nullify existing wage and fringe benefits to employees under policies, practices, and work rules unless specifically included in this Agreement. The Union may participate in the formation and/or modification of work rules.

### **ARTICLE 26 - TERMINATION**

This Agreement shall be effective as of the 1st day of July, 2012 and shall remain in full force and effect until the 30th day of June, 2015. It shall be automatically renewed from year-to-year thereafter, unless either party gives the other notice in writing, no later than December 3, 2014, that it desires to modify, amend, add to or delete any of the provisions of this Agreement.

In witness thereof, the parties have executed this agreement, this 13<sup>th</sup> day of February, 2013.

**City Of Springfield:**

By:   
Gino Grimaldi  
City Manager

  
Peter Fehrs  
Human Resources Analyst

**The American Federation Of  
State, County & Municipal  
Employees, Local 1148:**

By:   
Rick Currier  
AFSCME President

  
Rick Henson  
Council 75 Representative

**AFSCME/SPRINGFIELD COLLECTIVE BARGAINING AGREEMENT  
July 2012 to June 2015**

**Exhibit A  
Salary Schedules**

<b>Classification Title</b>	<b>Job Titles</b>	<b>Pay Grade</b>
<b><i>Maintenance Assistant</i></b>	Custodian	A12-A13
	Maintenance Worker	A11
	Security Attendant	A12
<b><i>Maintenance Coordinator</i></b>	Maintenance Tech Crew Chief	B23
<b><i>Maintenance Specialist</i></b>	Bldg Maintenance Worker	B22
	Maintenance Tech, Apprentice	B21
	Maintenance Tech, Journey	B22
	Mechanic	421
<b><i>Maintenance Worker</i></b>	Seasonal Maintenance Worker	A11
<b><i>Management Support Specialist</i></b>		
	Mechanic, Journey	B22
<b><i>Management Support Technician</i></b>		
	Data Management Specialist	B23
<b><i>Seasonal Maintenance Worker</i></b>		
	Infrastructure Systems Tech	B22
<b><i>Technical Specialist</i></b>		
	Infrastructure Systems Spec.	B23
	Traffic Maintenance Tech	B24
	Traffic Signal Electrician	B24

**AFSCME PAY SCALE July 1, 2012 THRU June 30, 2014**

<b>GRADE/STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>A11</b>	\$ 10.02 \$ 20,842.00	\$ 10.52 \$ 21,882.00	\$ 11.05 \$ 22,984.00	\$ 11.60 \$ 24,128.00	\$ 12.18 \$ 25,334.00	\$ 12.79 \$ 26,603.00	\$ 13.43 \$ 27,934.00
<b>A12</b>	\$ 12.19 \$ 25,355.00	\$ 12.80 \$ 26,624.00	\$ 13.44 \$ 27,955.00	\$ 14.11 \$ 29,349.00	\$ 14.82 \$ 30,826.00	\$ 15.56 \$ 32,365.00	\$ 16.33 \$ 33,966.00
<b>A13</b>	\$ 14.36 \$ 29,869.00	\$ 15.07 \$ 31,346.00	\$ 15.83 \$ 32,926.00	\$ 16.62 \$ 34,570.00	\$ 17.45 \$ 36,296.00	\$ 18.32 \$ 38,106.00	\$ 19.24 \$ 40,019.00
<b>B21</b>	\$ 16.53 \$ 34,382.00	\$ 17.35 \$ 36,088.00	\$ 18.22 \$ 37,898.00	\$ 19.13 \$ 39,790.00	\$ 20.09 \$ 41,787.00	\$ 21.09 \$ 43,867.00	\$ 22.15 \$ 46,072.00
<b>B22</b>	\$ 18.69 \$ 38,875.00	\$ 19.63 \$ 40,830.00	\$ 20.61 \$ 42,869.00	\$ 21.64 \$ 45,011.00	\$ 22.72 \$ 47,258.00	\$ 23.86 \$ 49,629.00	\$ 25.05 \$ 52,104.00
<b>B23</b>	\$ 20.86 \$ 43,389.00	\$ 21.90 \$ 45,552.00	\$ 23.00 \$ 47,840.00	\$ 24.15 \$ 50,232.00	\$ 25.36 \$ 52,749.00	\$ 26.63 \$ 55,390.00	\$ 27.96 \$ 58,157.00
<b>B24</b>	\$ 23.03 \$ 47,902.00	\$ 24.18 \$ 50,294.00	\$ 25.39 \$ 52,811.00	\$ 26.66 \$ 55,453.00	\$ 27.99 \$ 58,219.00	\$ 29.39 \$ 61,131.00	\$ 30.86 \$ 64,189.00

**AFSCME PAY SCALE EFFECTIVE JULY 1, 2014 THRU JUNE 30, 2015 (Includes 3% COLA)**

<b>GRADE/STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>A11</b>	\$ 10.32 \$ 21,466	\$ 10.84 \$ 22,547	\$ 11.38 \$ 23,670	\$ 11.95 \$ 24,856	\$ 12.55 \$ 26,104	\$ 13.17 \$ 27,394	\$ 13.83 \$ 28,766
<b>A12</b>	\$ 12.56 \$ 26,125	\$ 13.18 \$ 27,414	\$ 13.84 \$ 28,787	\$ 14.53 \$ 30,222	\$ 15.26 \$ 31,741	\$ 16.03 \$ 33,342	\$ 16.82 \$ 34,986
<b>A13</b>	\$ 14.79 \$ 30,763	\$ 15.52 \$ 32,282	\$ 16.30 \$ 33,904	\$ 17.12 \$ 35,610	\$ 17.97 \$ 37,378	\$ 18.87 \$ 39,250	\$ 19.82 \$ 41,226
<b>B21</b>	\$ 17.03 \$ 35,422	\$ 17.87 \$ 37,170	\$ 18.77 \$ 39,042	\$ 19.70 \$ 40,976	\$ 20.69 \$ 43,035	\$ 21.72 \$ 45,178	\$ 22.81 \$ 47,445
<b>B22</b>	\$ 19.25 \$ 40,040	\$ 20.22 \$ 42,058	\$ 21.23 \$ 44,158	\$ 22.29 \$ 46,363	\$ 23.40 \$ 48,672	\$ 24.58 \$ 51,126	\$ 25.80 \$ 53,664

<b>B23</b>	\$ 21.49	\$ 22.56	\$ 23.69	\$ 24.87	\$ 26.12	\$ 27.43	\$ 28.80
	\$ 44,699	\$ 46,925	\$ 49,275	\$ 51,730	\$ 54,330	\$ 57,054	\$ 59,904
<b>B24</b>	\$ 23.72	\$ 24.91	\$ 26.15	\$ 27.46	\$ 28.83	\$ 30.27	\$ 31.79
	\$ 49,338	\$ 51,813	\$ 54,392	\$ 57,117	\$ 59,966	\$ 62,962	\$ 66,123