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**AGREEMENT**

*between*

**THE CITY OF SPRINGFIELD, OHIO**

*and the*

**OHIO COUNCIL 8, LOCAL 1608  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES (AFSCME)  
AFL-CIO**

***through June 30, 2017***

**CITY OF SPRINGFIELD**  
**OHIO COUNCIL 8, LOCAL 1608, AFSCME**  
**CITY CHAPTER**  
**TABLE OF CONTENTS (alphabetized)**

<u><b>A</b></u>	
Accrual of Seniority .....	28
Accrual of Sick Leave .....	22
Agenda - Labor/Management .....	32
Agreement Printing .....	35
Annual Pay Out of Sick Leave .....	25
Assignment Pay .....	15
Authorization & Fairshare .....	6
<u><b>B</b></u>	
Blood Bank .....	26
Bulletin Boards .....	35
<u><b>C</b></u>	
Call-In Pay .....	10
Certification of Sick Leave .....	22
Chief Stewards .....	4
Class Grievance Defined .....	34
Compensatory Time .....	15
Continuation of Insurance .....	28
Contracting of Services .....	35
Coordination of Benefits .....	28
Court Subpoena .....	26
Cross-Division Work .....	37
<u><b>D</b></u>	
Daily Call-In - Sick .....	23
Day Before/Day After Holiday .....	19
Death Benefit .....	25
Deferred Compensation .....	9
Definitions - Employee Categories .....	10
Definitions - Seniority .....	28
Dental Insurance.....	28
Disciplinary Action .....	34
Distribution of Overtime .....	12
Drug Testing .....	38
<u><b>E</b></u>	
Early Retirement .....	37
Effective Date/Agreement .....	39
Emergency Waiver .....	37
Employees Defined .....	2
Equipment and Vehicle Operation .....	31
Exclusions from Bargaining Unit .....	2

<u>F</u>		
False Claim - Insurance .....	28	
False Claim - Sick .....	25	
<u>G</u>		
Grievance Procedure .....	32	
<u>H</u>		
Hazardous Weather .....	10	
Holidays .....	19	
Holiday Implementation .....	19	
Holiday Pay .....	19	
Hours of Work .....	9	
<u>I</u>		
Insurance .....	27	
<u>J</u>		
Job Descriptions .....	37	
Jury Duty .....	26	
<u>L</u>		
Labor-Management Committee .....	31	
Lateral Transfers .....	18	
Layoffs & Bumping .....	29	
Layoff Recall .....	30	
Layoff/Termination .....	30	
License Pay Supplement .....	36	
Life Insurance .....	27	
Long Term Military Leave .....	25	
Longevity Pay .....	9	
Loss of Seniority .....	29	
<u>M</u>		
Management's Rights .....	3	
Medical/Hospital Insurance.....	27	
Membership - Labor/Management .....	32	
Merit Review .....	16	
Military Leave .....	25	
Miscellaneous .....	36	
<u>N</u>		
New Hires .....	6	
No Strike or Lockout .....	37	
Nondiscrimination .....	3	
<u>O</u>		
On-Duty Pay .....	5	
Overtime .....	11	
Overtime Calculations .....	12	
<u>P</u>		
Paid Leave & Holidays .....	12	
Pay - Holiday .....	19	
Pay - Overtime - Time and One-Half .....	11	
Pay - Overtime - Double Time .....	11	
Payment - Assignment Pay .....	15	

Payroll Deductions .....	6
Pay Step Intervals .....	16
Personal Leave Days .....	20
Physical Examinations .....	31
Position Vacancies .....	18
Probationary Employees/Grievance Procedure .....	34
Procedure - Grievance .....	32
Promotions .....	17
Purpose - Contract .....	1
Purpose - Assignment Pay .....	15
Pyramiding .....	12

## R

Rate of Pay Progression .....	16
Recall Order .....	30
Recall Notification .....	30
Recall Rights .....	30
Recognition of Union .....	1
Reporting Pay .....	10
Reporting – Absence or Tardiness.....	11
Representation .....	1
Reprimands .....	35
Requested Voluntary Overtime .....	12

## S

Safety .....	31
Safety Committee Membership .....	31
Safety Items .....	31
Savings Clause .....	38
Schedule of Earned Vacation .....	20
Seniority .....	28
Seniority in Assignments .....	29
Seniority Lists .....	29
Shift Differential .....	8
Shift Transfers .....	18
Short Term Military Leave.....	25
Sick Leave .....	22
Sick Leave/Injury Leave .....	23
Special Leave .....	26
Stewards .....	4
Subjects for Bargaining .....	3
Subrogation .....	28
Superseniority .....	29

## T

Temporary Working Supervisor .....	16
Term of Agreement .....	39
Time of Call-In - Sick .....	23
Time Limit - Grievance .....	34
Tool Allowance .....	36
Tuition Reimbursement .....	39

## U

Unemployment Compensation .....	28
Uniforms .....	37
Union Business .....	4
Union Business Leave Form .....	6

Union Committee Appointments .....	6
Union Leave Without Pay .....	4
Union Member Paid Leave .....	5
Union Officer Representative .....	4
Union President Paid Leave .....	4
Unit Defined .....	1
Unused Sick/Disability .....	25
Unused Sick Leave .....	24
Unused Sick Payoff .....	25
Unused Vacation Payoff .....	21
Usage of Sick Leave .....	22
<u>V</u>	
Vacation .....	20
Vacation Accrual Limit .....	21
Vacation – Conversion to Deferred Comp .....	22
Vacation Preference .....	21
Vacation Scheduling .....	21
Voluntary Demotion .....	19
<u>W</u>	
Wages .....	7
Waiver .....	39
Work Breaks .....	11
Work Crew Transfers .....	18
Work Day .....	9
Work Week .....	10
Worker's Compensation .....	28

## **ARTICLE 1 - PURPOSE**

THIS Contract is made by and between The City of Springfield, Ohio, hereinafter referred to as "City" or "Management", and Ohio Council #8, Local 1608 of the American Federation of State, County and Municipal Employees, of the AFL-CIO, hereinafter referred to as the "Union", for the purpose of providing a fair and responsible method of enabling employees covered by this Contract to participate through the Union in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the mutual resolution of all differences between the parties.

## **ARTICLE 2 - RECOGNITION OF UNION**

### **SECTION 1 - REPRESENTATION**

The City recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit as hereinafter defined.

### **SECTION 2 - UNIT DEFINED**

The bargaining unit shall consist of all employees assigned to classifications herein listed:

- Airport Leadperson
- Airport Service Worker
- Belt Filter Press Operator
- Building Maintenance Worker I
- Building Maintenance Worker II
- Custodian
- Electrical and Electronics Technician I
- Electrical and Electronics Technician II
- Electrician
- Forestry Crew Worker
- Fleet Maintenance Mechanic
- Fleet Master Mechanic
- Inventory Specialist
- Lead Custodian
- Lead Mechanic
- Line Person
- Maintenance Worker I
- Meter Maintenance Mechanic
- Motor Equipment Operator I
- Motor Equipment Operator II
- Motor Equipment Operator III
- Plant Maintenance Mechanic I
- Plant Maintenance Mechanic II
- Sign Painter
- Traffic Marking Leadperson
- Traffic Marking Painter
- Traffic Signal Technician I

Traffic Signal Technician II  
Treatment Plant Operator/Wastewater  
Treatment Plant Operator/Water  
Utilities Inspection Technician  
Utilities Leadperson  
Utility Worker

If a position which formerly was in the bargaining unit is later reinstated or a position with substantially similar duties is created, such positions will be within the bargaining unit. The assignment of such new or re-created positions to a pay classification shall be negotiated when and if such situation arises.

### **SECTION 3 - EXCLUSIONS FROM BARGAINING UNIT**

All employees whose classification is not listed in Section 2 shall be excluded from the bargaining unit.

In addition, the following groups of employees are specifically excluded from the bargaining unit:

- (a) Uniformed employees of the Police and Fire Division
- (b) Temporary, seasonal and/or part-time employees.
- (c) Management, Professional, Technical and Administrative classes.
- (d) Individuals in the City Manager's office, Personnel Department, Finance Department, Law Department and Office of the City Commission, including its various boards and commissions.
- (e) Supervisory classes.

### **SECTION 4 - EMPLOYEES DEFINED**

- (a) The term "employee or employees" as used in this Contract shall refer to those persons included in the bargaining unit. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated.
- (b) The term "temporary employee" shall be defined as an employee who is employed for less than thirty working days.
- (c) The term "part-time employee" shall be defined as an employee who is scheduled to work less than forty (40) hours per week.
- (d) The term "seasonal employee" shall be defined as an employee who works in a position where the work is not continuous throughout the year, but recurs in each successive calendar year. Seasonal positions shall not be utilized in situations where to do so would result in replacement of current bargaining unit employees.

The term "current" as utilized in this Article refers to the status held at the time this Contract is executed.

### **ARTICLE 3 - SUBJECTS FOR BARGAINING**

The Union has sole and exclusive bargaining rights under this Contract on the following subjects:

- (A) Wages
- (B) Hours
- (C) Fringe Benefits
- (D) Working Conditions

### **ARTICLE 4 - NONDISCRIMINATION**

#### **SECTION 1**

The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, handicap, Union affiliation or lack of Union affiliation. The Union and the Management shall share equally the responsibility for applying this provision of the Contract.

#### **SECTION 2**

The Union and Management shall comply with existing Federal and State EEO regulations and promote Affirmative Action in the Union and employment in The City of Springfield.

### **ARTICLE 5 - MANAGEMENT'S RIGHTS**

Except to the extent expressly modified by a specific provision of this Contract, the City shall have the sole exclusive right to manage the operations, control the premises, select and direct the working forces, and maintain efficiency of operations. Specifically, the City's exclusive Management rights include, but are not limited to: the sole right to hire; discipline, suspend and discharge for just cause; lay off; and promote or demote; to promulgate and enforce employment rules and regulations; to reorganize, discontinue, enlarge or reduce any department or division; to transfer employees (including the assignment and allocation of work) within the department/division or to other departments/ divisions; to introduce new and/or improved equipment, methods and/or facilities; to determine work methods; to determine the size and duties of the work force, the number of shifts required, scheduling the work and production; to establish, modify, consolidate or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked. The City shall not exercise these rights in violation of the provisions of this Contract or in violation

of the provisions of any state or federal law currently in effect or having become law during the life of this Contract. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth. The City, therefore, retains all Management rights not otherwise covered in this Contract.

## **ARTICLE 6 - UNION BUSINESS**

### **SECTION 1 - STEWARDS**

The Union may select a steward in each of the following divisions: Facilities Maintenance, Water Distribution (including Hydrant Maintenance), Sewer Maintenance, Street Maintenance/Forestry, Traffic Control, Water Treatment, Wastewater Treatment, Fleet Maintenance and Aviation. The Union shall furnish the Personnel Department with the names of the stewards and their work divisions. This list shall be kept up to date at all times by the Union. Time away from the job for Union business shall not be granted unless an employee is on the list of stewards. Such permission will not be unreasonably denied.

The Union shall be entitled to up to two stewards in the Utilities Maintenance Division.

### **SECTION 2 - CHIEF STEWARDS**

A chief steward shall coordinate the activities of other stewards. The chief steward shall not displace the regular steward unless so requested by the President or his designee. The chief steward may act in the capacity of a steward when the steward is not available. The Union may select three (3) chief stewards, each of which must be based at separate locations.

### **SECTION 3 - UNION OFFICER REPRESENTATIVE**

The President and Vice President shall have the same privileges accorded a steward by this Contract, when it is known that a steward and/or chief steward will be absent or unavailable.

### **SECTION 4 - UNION LEAVE WITHOUT PAY**

An employee elected or appointed to office in the Union or selected by the Union for a Union assignment which takes such employee from his/her employment with the City may be granted leave of absence without pay not to exceed twelve (12) months, mutually approved by the Management and the Union. And, upon his/her return, if within such leave of absence period, shall be reinstated at work generally similar to that performed last, prior to such leave of absence.

### **SECTION 5 - UNION PRESIDENT PAID LEAVE**

The President of Local 1608 or his designee shall be permitted to be absent with pay for a total of twenty (20) days or 160 hours each twelve (12) month period of this Contract, to attend AFSCME meetings and conferences and/or perform Union administrative duties. Unused days of any twelve (12) month period will be carried over into the following year. An additional forty (40) hours annually will be authorized to attend national, state, or local conventions, seminars or training sessions. Meetings

with the City shall not be chargeable to this type of leave unless the meeting is requested by an employee or the Union. Such time may be taken in increments of one (1) hour or more. The President shall request in advance such time in writing to the supervisor, who in turn will forward the request to the Personnel Department.

#### **SECTION 6 - UNION MEMBERS PAID LEAVE**

The City shall grant Local 1608, in addition to the above, an aggregate total of not more than fifteen (15) days or one hundred and twenty (120) hours of paid leave per year of the Contract for use by the Union members for conducting Union business. No more than three (3) Union members shall make use of paid leave at any one time. Union absence without pay will be granted up to a total of not more than eighty (80) additional hours. No more than three (3) Union members shall make use of this leave at any one time. During such leave, fringe benefits will be continued. The Union may utilize the aforementioned paid leave by notifying the employee's supervisor, in writing, who in turn will notify the Personnel Department no less than eight (8) calendar days prior to the start of the leave, and providing no more than two (2) employees from any one division are designated by the Union for said leave at any given time unless otherwise agreed to in writing between the City and the Union.

#### **SECTION 7 - ON-DUTY PAY**

- (a) A steward or chief steward complying with Article 6, Section 1, and Article 6, Section 2, of this Certificate of Contract who is away from the job and is released from his/her required work duties for the purpose of investigating the grievance of an employee shall be continued in an on-duty pay status during such absence.
- (b) The City will continue the on-duty pay for a maximum of three (3) witnesses called under this Contract's grievance procedure or no more than the total number of employee witnesses called by management and for a maximum of two (2) Union officers (including stewards) who may represent the aggrieved as defined in Article 27, Grievance Procedure.
- (c) The City will continue the on-duty pay for the Union members of the Labor/Management Committee and Safety Committee for periods when attending such meetings, during their regular duty hours.
- (d) Negotiating Committee. The President and Recording Secretary shall be standing members of the bargaining committee. Each division shall be limited to no more than two (2) members (including the standing members) on the bargaining committee, unless prior approval of the City is requested and received to expand such number. Further, paid status within the above limitations shall be limited to five (5) from the City unit.
- (e) No overtime or compensatory time will be paid for the above- mentioned periods.

In all of the above-mentioned uses of on-duty pay, it is necessary for the Union member, steward or officer to notify his/her immediate supervisor in advance of his/her Union activity.

## **SECTION 8 - UNION LEAVE FORM**

Union business leave and continuation of on duty pay for grievance investigations shall be granted upon submission of a "union leave form" approved by the Union President or his designee and the employee's department head or his designee.

## **SECTION 9 - UNION COMMITTEE APPOINTMENTS**

Where practical, to avoid disruption to the work force, Union committee appointments will be structured on a broad base of employee involvement, averting multiple assignments to various committees.

## **SECTION 10 - NEW HIRES**

An officer of the Union will be permitted to discuss the role of the Union and Union business with all new hires to bargaining unit positions as part of the orientation process.

# **ARTICLE 7 - PAYROLL DEDUCTIONS**

## **SECTION 1 - AUTHORIZATION AND FAIR SHARE**

Employees who are members of the Union shall deliver to the City signed dues authorization cards authorizing the City to deduct regular monthly dues from their wages. The amount of the regular monthly dues to be deducted shall be certified to the City by the Union President or Treasurer.

All employees in the bargaining units defined herein who, sixty (60) days from the date of hire, are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee amount shall be certified to the City by the Secretary-Treasurer of the Local Union. The City shall be financially responsible for failure to withhold "fair share fees" after the Union has notified the City, in writing, of a specific instance of failure to withhold. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Contract. The Union will indemnify and save the City and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the City and the Union, jointly.

The Union agrees to establish a fair share procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the City with a copy of the Union's fair share fee procedure.

The City will deduct from the wages the regular monthly Union dues of members and the fair share fees of non-members. Deduction shall be made from the bi-weekly pay of all bargaining unit employees. In the event an employee's pay is insufficient for

the deduction, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to AFSCME Ohio Council 8 no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The City shall provide the following information to the Union on a monthly basis:

- (a) List of Union members from whom deductions were made, the name, Social Security number of each member, and the amount deducted.
- (b) List of fair share fee employees from whom deductions were made, the name, Social Security number of each member, and the amount deducted.

## **SECTION 2 - PAYROLL DEDUCTIONS**

The City will provide the availability of two (2) "check off" slots for voluntary programs sponsored by the Union.

# **ARTICLE 8 - WAGES**

## **SECTION 1 - RATES**

### (a) Schedule of Rates

1. Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule, classification, and rates for jobs of employees covered by this contract.
2. Retroactive Pay – The new pay rates to be effective October 1, 2014 shall be implemented as soon as practicable after the effective date of this agreement. Retroactive pay for the period beginning October 1, 2014 and ending with the last day of the pay period in which this agreement becomes effective shall be calculated and paid as soon as practicable. Retroactive pay shall be paid only to employees on the payroll on the effective date of this agreement.

### (b) Regular Hourly Rate

Regular hourly rate of pay is the hourly rate set forth in Schedule A attached, corresponding with the class title, grade, and step for an employee in the bargaining unit. The regular hourly rate will be paid for the following:

1. The first eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.
2. The first eighty (80) hours worked in the employee's pay period, less all time for which overtime has been earned.

3. Time worked during the regular working hours of any shift which starts the day before and continues into a specified holiday.

(c) Accumulated Hourly Rate

Accumulated hourly rate of pay is the sum of an employee's regular hourly rate of pay and any shift differential to which he/she is entitled by reason of assignment to the 2nd, 3rd or swing/relief shifts.

**SECTION 2 - SHIFT DIFFERENTIAL**

(a) Definition

Shift differential is a payment per hour in addition to the regular hourly rate of pay paid to an employee for the inconvenience of working a schedule of hours on the second, third, or swing/relief shifts (as defined in Section 2-B). A shift differential in pay will be accorded to an employee on the second, third, swing or relief shifts in the following manner:

2nd Shift	-	\$.28/hour
3rd Shift	-	\$.34/hour
Swing/Relief	-	\$.31/hour

(b) Definition of Shifts

1. First Shift

The regular shift of eight (8) hours or more beginning in the morning and continuing for a normal work schedule ending in the afternoon.

2. Second Shift

The regular scheduled work period of eight (8) hours or more which begins in the afternoon immediately following the First Shift defined above.

3. Third Shift

The regular scheduled work period of eight (8) hours or more which begins immediately following the Second Shift defined above.

4. In the event any work day is scheduled which does not conform to or overlaps those shifts listed above, the employee shall be considered to be working the shift in which half or more of the hours worked would fall.

5. A swing shift worker is defined as an employee who, in the course of a forty (40) hour work week schedule, is assigned on a regular basis to work on more than one shift, such as Monday and Tuesday, first shift; Wednesday, Thursday and Friday, second shift.

6. A relief shift worker is defined as an employee who, in the course of a forty (40) hour work week, is assigned to take the place of a regularly scheduled worker or to change shifts within a work week with two (2) days prior notification. The relief shift worker's schedule of work days will vary from week to week and from shift to shift.

### **SECTION 3 - DEFERRED COMPENSATION**

The City shall implement a deferred compensation program on behalf of the employees, whereby the employees' pension contribution shall be treated as deferred compensation for federal and state income tax purposes. The plan shall be implemented as soon as approval from the Internal Revenue Service and the Pension Board is granted, and shall continue until the contract expires, or such treatment is no longer available under federal and state income tax law.

## **ARTICLE 9 - LONGEVITY**

### **SECTION 1 - LONGEVITY PAY**

- (a) Longevity pay shall be provided for all bargaining unit employees employed prior to January 1, 2008 who attain five (5) years of service with the City at the rate of \$92.50 per year of service.
- (b) Bargaining unit employees that are hired on or after January 1, 2008 who attain five (5) years of service with the City shall be entitled to longevity pay at the rate of \$46.25 per year of service.
- (c) Longevity checks shall be distributed with the last pay in November. Longevity eligibility milestone years are based on the date of hire, or for those employees with breaks in service, an adjusted longevity date. If a milestone anniversary occurs during the year, the longevity payment will be calculated and paid at the higher rate. In the event an employee terminates employment prior to the completion of the required duration of service, any overpayment shall be repaid by the employee to the City or deducted from any compensation which may be due him from the City.
- (d) Employees who resign, are laid off, or retire from City employment will be entitled to any earned longevity pay when the final paycheck is issued; however, employees who are discharged from City employment shall forfeit all rights to longevity payment.
- (e) Longevity payments shall be included in the base rate only for the purpose of calculating overtime compensation.

## **ARTICLE 10 - HOURS OF WORK**

### **SECTION 1 - WORK DAY**

A work day shall consist of eight (8) consecutive hours, exclusive of lunch periods.

### **SECTION 2 - WORK WEEK**

A work week shall consist of five (5) eight (8) hour days during the period beginning at 12:01 A.M. Monday and ending at Midnight (12:00) Sunday.

### **SECTION 3 - DEFINITIONS-EMPLOYEE CATEGORIES**

(a) Normal Schedule

The normal schedule of hours shall consist of eight (8) consecutive hours per day, exclusive of lunch periods, five (5) consecutive days per week, Monday through Friday, starting 12:01 A.M. Monday to midnight (12:00) Friday.

(b) Continuous Operations Schedule

The normal schedule of hours may include Saturday and Sunday work where there is a continuous twenty-four (24) hours per day operation or where there is a continuous seven (7) days a week operation made necessary because of the nature of the work.

1. The first regular scheduled day off shall be considered as the sixth day of work if an employee is required to work. The second regularly scheduled day off shall be the seventh day of work if the employee is required to work.
2. Operator's Relief - Employees assigned to positions as plant operators should report for work prior to shift change time to permit ample opportunity to inform themselves of any special conditions or work requirements passed on by the preceding operator. Any operator required by Management to work beyond the normal limits of his/her shift shall be paid overtime as provided in Article 11, Overtime.

### **SECTION 4 - HAZARDOUS WEATHER**

In the event of hazardous weather conditions the department director or his/her designated representative shall determine if employees are to work or not and notify the news media only if they are not to report to work. In the event the weather conditions materially worsen during the work period, the director or his/her designated representative shall confer with the appropriate Union steward regarding weather conditions. The final decision regarding the employees working shall be made by the director or his/her designated representative.

### **SECTION 5 - REPORTING PAY**

Employees who are scheduled and report for work and are then prevented from working by conditions within the control of the City, not including acts of God or labor disturbances, will be paid for a minimum of four (4) hours at their regular rate.

### **SECTION 6 - CALL-IN PAY**

All employees of the bargaining unit who are called from home in case of an emergency shall be credited with the actual time they work for the purpose of computing their compensation for such work at the appropriate rate. However, in no event shall they be credited with less than three (3) hours time and in no case will duplicate call-out fees be paid unless the employee has returned home prior to the subsequent notification and the previous call-out period of three (3) hours has expired.

## **SECTION 7 - WORK BREAKS**

An employee shall be granted two (2) breaks in the work area per work day of fifteen (15) minutes each, one (1) in the first half of the shift and one (1) in the last half of the shift, subject to the scheduling requirements of Management.

## **SECTION 8 - REPORTING ABSENCE OR TARDINESS**

Employees who are unable to report to work at their scheduled starting time are required to report their absence or tardiness by telephone. Employees will be advised by their supervisor as to the number to call and to whom to report. Different times for reporting absence or tardiness may be established for different operations based on the requirements of the work.

# **ARTICLE 11 - OVERTIME**

## **SECTION 1 - PAY FOR OVERTIME/TIME AND ONE-HALF (1.5) RATE**

The City shall pay overtime at the rate of time and one-half (1.5) times the accumulated hourly rate for all hours worked in excess of eight (8) on any work day (12:01 A.M. to 12:00 P.M.) or for all hours worked in excess of forty (40) in the work week (12:01 A.M. Monday to 12:00 P.M. Sunday), provided that:

- (a) For employees who are on shift assignment, overtime shall be paid for time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning such period with the starting time of the employee's regularly scheduled shift.
- (b) For time worked on the first day off of the scheduled work week, provided the employee has completed forty (40) hours at his/her accumulated hourly rate in said week in/on paid status. Provided, however, that in the case of an employee whose work schedule includes hours for which overtime is to be paid by reason of subsection (a) hereof, such an employee shall have such hours treated as hours worked at his/her accumulated hourly rate for purposes of determining whether such employee satisfies the requirements of this subsection (b).
- (c) As stated in Article 16.

## **SECTION 2 - PAY FOR OVERTIME/DOUBLE TIME (2.0) RATE**

- (a) The City shall pay overtime at the rate of double time (2.0 times the accumulated hourly rate) for time worked during a shift which starts the seventh (7th) day of the work week or the second (2nd) day off, providing the employee has already completed forty (40) hours at his/her accumulated hourly rate in said week in/on paid status. In the case of an employee whose work schedule includes hours for which overtime is to be paid by reason of Section 1, subsection (a) hereof, such an employee shall have those hours treated as hours worked for purposes of determining whether the requirements of this Section 2 have been satisfied.

(b) Call-in time on a recognized holiday.

### **SECTION 3 - LIMITS**

Overtime in excess of both hourly and weekly limits shall not be paid more than once on an overtime basis.

### **SECTION 4 - PYRAMIDING**

There shall be no pyramiding of overtime pay beyond shift differential. Time for which compensation at overtime rate is paid shall not be counted for purposes of calculation eligibility for other overtime payment.

### **SECTION 5 - OVERTIME CALCULATIONS**

All overtime shall be calculated after rounding to the nearest tenth of an hour.

### **SECTION 6 - REQUESTED VOLUNTARY OVERTIME**

Notwithstanding anything to the contrary in this Article 11, any Treatment Plant Operator (Water or Wastewater) employee who voluntarily requests to work more than eight (8) hours in a twenty-four (24) hour period, but not more than sixteen (16) hours in a forty-eight (48) hour period, shall be paid at his/her accumulated hourly rate only for all such hours worked. It is understood by the parties that those employees who volunteer to work the volunteer hours do so for his/her convenience.

### **SECTION 7 - DISTRIBUTION OF OVERTIME**

#### **A. Overtime Obligation**

1. All employees share the obligation to assure that the public receives an acceptable level of service. This will require all employees to be reasonably responsive to requests to work outside the employee's regular schedule.
2. All employees are required to provide the Service Director with a working telephone number at which the employee can be reached when away from work.
3. Employees who are determined by the Service Director to not be reasonably responsive to requests to work outside the employee's regular schedule may be subject to progressive discipline.
4. An employee who has worked overtime on 35% or more of the instances on which the employee was offered overtime under section 7B below in the previous 90 days shall be considered reasonably responsive. An employee will not be charged with more than one failure to respond per calendar day.

#### **B. Overtime Call-in Procedure**

Overtime will be offered on a division basis before any offer is made outside the division. A division is defined as one of the following: Aviation, Fleet Maintenance, Street Maintenance, Traffic Control, Water Treatment, Wastewater Treatment, Utilities Maintenance, Facilities Maintenance, Service Center, and

Forestry. Overtime lists will also be established to supplement divisional overtime lists.

Employees in Street Maintenance, Forestry, and Traffic Control, respectively, shall comprise the primary snow removal list.

A supplemental snow plow overtime list shall be comprised of the remaining qualified AFSCME employees who are not committed to other critical operations, as determined by the Service Director. Qualified AFSCME employees that are employed by the National Trail Parks and Recreation District (NTPRD) may be placed on the snow removal overtime list.

Overtime will be offered to permanent employees before being offered to temporary or part-time employees.

### **C. Overtime Lists**

Overtime lists will be established on a seniority basis on July 1 of each year. Overtime, other than continuation of shift, shall be offered as follows:

1. Offers for overtime will be made to employees who have volunteered before being made to other employees.
2. An initial offer of overtime will be made to the individual on the overtime list who has had the fewest number of overtime opportunities.
3. An employee accepting the overtime opportunity of one hour or more will be credited with the opportunity and be repositioned on the overtime list.
4. An employee whose name is on the overtime list and who declines the overtime offer shall be charged with the opportunity and repositioned on the overtime list.
5. An employee whose name is on the overtime list and who cannot be contacted will be charged with the opportunity and repositioned on the overtime list.
6. Additional offers of overtime will be made in list order until a sufficient number of employees have been secured.
7. An employee on leave at the end of a work day will not be offered overtime until his next regular work day unless he requests such consideration, in writing, prior to the leave period. If overtime consideration is requested, it shall be for the entire time off period, not portions thereof.
8. An employee will not be offered overtime while on sick leave or leave of absence or while on regular days off that immediately follow the use of sick leave.

9. An employee returning from an extended illness or leave of absence of two (2) weeks or more will be placed at the bottom of the overtime list.
10. An employee missed on the rotation will not be credited with any overtime hours, but will be repositioned, if necessary, on the overtime list.
11. Those employees who, by their training, have specialized job duties on a day-to-day basis may be offered overtime, regardless of the employee's standing on the overtime list, when those specialized skills would be required.
12. Overtime offers will be tabulated and posted weekly and the employees repositioned accordingly.
13. Overtime response will be reviewed periodically in Labor-Management Committee meetings.

#### **D. Qualification**

Management will provide training to all employees interested in becoming qualified for overtime assignments. After the employee has demonstrated proficiency in doing the work the employee shall be placed on the applicable overtime list.

#### **E. Continuation of Shift**

In the event the employee scheduled for the next shift does not report for duty, the employee presently on duty shall remain on duty until such time as the task is completed or an appropriate replacement from the overtime list reports for duty.

An employee or a crew performing a specific work assignment who is unable to complete that assignment within a normal work day shall be required, if directed by supervision, to work past the end of his/her shift until such time as that particular work assignment has been completed. If supervision deems it necessary to supplement the employee(s) with additional personnel, supervision shall do so by using the overtime list.

#### **F. Temporary Employees**

A temporary employee will not be assigned overtime on an overtime opportunity basis whenever regular full-time employees are available from the divisional overtime list. A temporary employee will be permitted to work overtime when he/she is part of a crew completing work as the result of an extended work day.

#### **G. Cross-Training**

1. The City shall require all employees in the Utilities Maintenance Division to work on other crews to which they are not normally assigned to afford

such employees a reasonable opportunity to familiarize themselves with the tasks and operations of the work crews. Supervisors will have the right to assign training assignments to work crews within a classification; this will not be on the basis of division seniority. Management will have the right to disrupt an established crew to make training assignments. This section will only affect the Utilities Maintenance Division under the terms of this agreement.

2. At least once each calendar quarter, the Labor Management Committee will review the progress being made toward the eventual goal of having all employees in both divisions fully qualified to perform the work required in either division.

### **SECTION 8 - COMPENSATORY TIME**

An employee has an option to take compensatory time off in lieu of overtime pay at the applicable overtime rate for each overtime hour worked. Such compensatory time may only be utilized with the approval of the supervisor and upon eight (8) days advance notice. In the sole discretion of the supervisor, the applicable notice period may be waived. Employees may accrue compensatory time only up to a maximum of one hundred (100) hours. All overtime accrued beyond the one hundred (100) hour maximum shall be paid as overtime compensation. Compensatory time usage shall not be approved where such usage would result in overtime to another employee.

Requests for accrual of compensatory time which would cause the 100 hour cap to be exceeded may be granted for administrative convenience.

## **ARTICLE 12 - ASSIGNMENT PAY**

### **SECTION 1 - PURPOSE**

The purpose of assignment pay is to afford Management a method of meeting the requirements of production when one or more employees are absent. Qualified, available employees shall be offered the assignment in order of division seniority. If the more senior qualified available employees decline the offer, the least senior qualified available employee shall be assigned. Assignment pay will not be paid an employee undergoing training. Only after such training is acquired by said employee and the employee has demonstrated proficiency in doing the job duty(ies) shall the employee receive assignment pay as per Section 2 of this Article. If an employee is unable to demonstrate the required proficiency after a reasonable period of time, not to exceed forty (40) hours within a two (2) year period, the employee will no longer be eligible for such an assignment.

"Qualified" means that in opinion of management the employee has the ability to perform substantially all of the job duties of the higher classification. "Available" means that the employee is at the work site. Management will use its best efforts to offer assignments to the most senior, qualified employee, while minimizing crew disruptions.

### **SECTION 2 - PAYMENT**

Any employee assigned to perform a job duty(ies) of a classification higher than his/her permanent classification for four (4) hours or more shall be entitled to be paid at the higher rate of pay while so assigned. Such assignments to a higher rated job will be made only when necessary and will not be changed between employees arbitrarily so as to avoid payment at the higher rate of pay. An employee entitled to a higher rate

shall be placed in the lowest step of the higher pay range which affords him/her at least a step in his/her lower job classification. If the rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the next higher step equal to a full step or more in the lower class, not to exceed the top step of the higher class.

### **SECTION 3 - TEMPORARY WORKING SUPERVISOR**

Management may, in its discretion, temporarily assign employees to act as working supervisors when necessary to cover the absence of a supervisor.

Qualified, available employees who have indicated an interest in an assignment as a temporary working supervisor shall be offered the assignment in order of division seniority. If the more senior qualified available employees decline the offer, the least senior qualified available employee may be assigned.

"Qualified" means that in opinion of management the employee has the ability to perform substantially all of the job duties of the supervisory classification. "Available" means that the employee is at the work site. Management will use its best efforts to offer assignments to the most senior, qualified employee, while minimizing crew disruptions.

Payment for assignment as a temporary working supervisor shall be based on the provisions of Section 2. Employees in such temporary positions shall retain their other rights under this Contract.

Temporary working supervisor assignments will normally be made in increments no longer than thirty (30) calendar days unless no other qualified employees are available or interested in the assignment. Management may rotate these assignments among qualified, available employees in order to make such opportunities available to a greater number of employees. These assignments shall not exceed ninety (90) calendar days within a period of twelve (12) consecutive months.

## **ARTICLE 13 - RATE OF PAY PROGRESSION**

### **SECTION 1 - PAY STEP INTERVALS**

The length of time an employee will be required to serve in each step of his current classification shall be as follows: 1-2: 12 months; 2-3: 12 months; 3-4: 12 months; 4-5: 12 months; 5-6: 12 months.

Newly hired employees shall be required to satisfactorily serve a probationary period of ninety (90) working days.

### **SECTION 2 - MERIT REVIEW**

Advancements in the salary steps shall be made under a uniform plan based upon both seniority and merit as determined by the Employee Performance Evaluation.

- (a) Supervisor shall complete an Employee Performance Evaluation Form and review this form with each employee following six (6) months' service in any pay grade above 1. The employee will be advised of his/her current performance evaluation. The employee will then have the remainder of the required months of service in which to modify or improve his/her performance to acceptable levels prior to his/her next merit increase date. The supervisor shall advise the employee if the performance level is acceptable or not and if not, whether the step will be delayed or denied. The employee's informal performance evaluation shall be conducted at least 30

days prior to the date of the employee's regularly scheduled performance evaluation whenever possible.

- (b) Employees who are denied a step pay increase shall sign an evaluation form indicating that an evaluation conference has been held. Within three (3) days, the employee may appeal this decision to the Director of the department. The supervisor shall complete an additional employee evaluation within sixty (60) days after the delay or denial of the initial evaluation.
- (c) Work time lost through an unauthorized leave of absence or unpaid status will not be counted toward the seniority required in each step to qualify an employee for a merit increase.
- (d) All employees and supervisors shall sign Personnel Action Forms implementing salary adjustments to insure that a review session has been held and the employee advised of the amount of adjustment due.

## **ARTICLE 14 - PROMOTIONS**

### **SECTION 1**

"Promotion" as used in this Contract refers to the act of placing an employee in a position, the classification for which carries a higher salary range.

### **SECTION 2**

Notices of vacancies and new positions within the bargaining unit will be posted in all departments with bargaining unit employees for at least five (5) working days prior to the closing date for making applications. Failure to so post will result in re-posting the vacancies for an additional five (5) working days. Notices will include the position title, department, normal job site, and the minimum qualifications required for the position.

### **SECTION 3**

- (a) Vacancies in positions within the bargaining unit shall be filled insofar as practicable by promotions. Promotions will be made on the basis of merit to be ascertained as far as practicable by examinations, efficiency and seniority in service. All examinations for promotions shall be competitive. Credit for efficiency and seniority shall be added only to the scores of members who are a member of the class series in which the vacancy exists who possess the minimum qualifications required for the position and have achieved at least the minimum passing score on the examination without counting such extra credit. The credit for seniority shall be determined as follows:
  1. One (1) percentage point for each full year of service for the first four (4) years.
  2. For the next ten (10) years, six-tenths of one percentage point for each full year of service.

The credit for efficiency shall be determined by taking five percent of the value of the individual's performance evaluation.

- (b) A permanent, certified employee shall be given the highest consideration possible in making an appointment to vacant positions. If more than three qualified, permanent, certified employees pass the examination, those employees will make up the eligible list from which the position will be filled. See attached memorandum of understanding dated April 2003.

- (c) If an external candidate is hired when a permanent, certified employee has passed the applicable examination, the permanent, certified employee will be provided a written explanation of the decision within 10 days of the filling of the position, upon request.

#### **SECTION 4**

Employees who are promoted shall be required to serve a transitional period of ninety calendar (90) days. If the service of the transitional employee is unsatisfactory, he may be reduced at any time after completion of one-half of his transitional period. Upon demotion, the employee will be offered the position from which he was promoted or a similar position. The salary paid in case of such demotion shall be no less than that which was received prior to promotion.

#### **SECTION 5**

An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

- (a) He/she shall be placed in the lowest step of the higher pay range which provides at least a step in the lower job classification. If the rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the next higher rate of pay which is equal to a full step or more in the lower class, not to exceed the top step of the higher class.
- (b) If, upon or after the promotion of any employee, the City Manager determines that the increase of compensation payable to such employee occasioned by such promotion is not sufficient to afford adequate compensation for any additional duties and responsibilities imposed as a result of such promotion, the City Manager may direct that such employee be advanced to the next higher step of the appropriate salary range.

### **ARTICLE 15 - POSITION VACANCIES**

#### **SECTION 1 - LATERAL TRANSFERS**

A lateral transfer is a permanent transfer to a vacant position within the same job classification in a different division. Only those employees who have completed their probationary period are eligible for lateral transfers. In the event a position is posted and a qualified employee in the same classification desires, they may apply for the position. All requests for lateral transfers must be in writing and approved by the director of the department where the vacancy exists.

#### **SECTION 2 - SHIFT TRANSFERS**

A shift transfer is a permanent transfer to a vacant position within the same job classification/work unit from one shift to another. When a shift vacancy occurs and management has determined to fill the vacancy, incumbent employees desiring a shift transfer must notify the immediate supervisor of such desires. All requests for shift transfers must be in writing and approved by the employee's supervisor. Management will consider requests in order of classification seniority. Upon request, an employee who is denied a shift transfer shall be afforded an explanation of the denial.

#### **SECTION 3 - WORK CREW TRANSFERS**

A work crew transfer is an assignment to a vacancy on a work crew on a regular basis. Each employee desiring to transfer from one work crew to another must notify his/her immediate supervisor of such desires. In case of a vacancy, a work crew transfer will be made prior to a lateral transfer. All requests for work crew transfers must be in writing and approved by the employee's supervisor. Management will consider requests in order of classification seniority.

#### **SECTION 4 - VOLUNTARY DEMOTIONS**

Non-probationary employees may apply for voluntary demotion into a vacant position which management has decided to fill. Upon request, an employee who is denied a voluntary demotion shall be afforded an explanation of the denial.

Employees who take a voluntary demotion shall serve a ninety (90) calendar day transitional period. If the service of the transitional employee is unsatisfactory, he may be returned to the position from which he was demoted at any time during the transitional period.

#### **SECTION 5**

If there are competing applications for the same vacant position, applicants for lateral transfers, promotions and voluntary demotions will be considered as part of the same applicant pool.

#### **SECTION 6**

An employee who is voluntarily demoted shall be placed in the new grade at the same step as he was in the previous grade.

### **ARTICLE 16 - HOLIDAYS**

#### **SECTION 1 - HOLIDAYS**

(a) Employees in the bargaining unit shall be entitled to the following holidays off with pay:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) Presidents Day
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Veterans Day
- (h) Thanksgiving Day
- (i) Day After Thanksgiving
- (j) Christmas Eve – last work day before Christmas Day
- (k) Christmas Day

#### **SECTION 2 - HOLIDAY IMPLEMENTATION DEFINITIONS**

- (a) Calendar Holiday: The actual date of the holiday.
- (b) Observed Holiday: Holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

#### **SECTION 3 - DAY BEFORE AND DAY AFTER**

In order for an employee to receive his/her regular pay for a holiday, he/she must work his/her full regular shift (day) before and his/her full regular shift (day) after a holiday. Employees on vacation, sick leave or other approved paid leave shall be considered as working their regular schedule for pay purposes. Upon request of the employee, the supervisor may permit an employee who is late for bona fide reasons on the day before or day after a holiday to make up such lateness consistent with scheduling requirements.

#### **SECTION 4 - PAY FOR HOLIDAYS**

An employee who is not scheduled to work on a designated holiday as set forth in Section 2 above shall be paid for eight (8) hours work at applicable accumulated hourly rate.

An employee who has satisfied the requirements of Section 3 above and who works either the calendar holiday or the observed holiday shall receive time and one-half for the time worked in addition to the eight (8) hours holiday pay for either the calendar holiday, or the observed holiday but not both.

**SECTION 5 - PERSONAL LEAVE DAYS**

After six (6) months from date of hire, each employee will be entitled to up to three (3) days of personal leave per contract year (July 1 to June 30) with pay. One day may be used in units of not less than two (2) hours and two days may be used in units of not less than four (4) hours. Personal days shall not be cumulative or converted for cash payment, except for payment upon termination of employment as provided in Article 17, Section 6. Requests for personal leave in increments of less than eight (8) hours shall not be approved unless the requested leave period coincides with the beginning of or end of an assigned shift.

Except for unanticipated circumstances, application, in writing, for personal leave shall be made four (4) days in advance of the leave requested. In cases of unanticipated circumstances, a shorter time period may be used for such application. If the unanticipated circumstances are such that the application cannot be made in advance, the employee shall notify his/her immediate supervisor at the first opportunity and shall make written application upon the employee's return to work.

**ARTICLE 17 - VACATION**

**SECTION 1 - PURPOSE**

The City of Springfield shall provide leave by way of vacation time off for use by the employees of the bargaining unit for rest and relaxation.

**SECTION 2 - SCHEDULE OF EARNED VACATION**

All employees shall have available earned vacation days upon completion of:

- 1 year continuous service - 5 days
- 2 years continuous service - 13 days
- 5 years continuous service - 16 days
- 10 years continuous service - 18 days
- 15 years continuous service - 21 days
- 20 years continuous service - 23 days
- 25 years continuous service - 25 days
- 30 years continuous service - 28 days

The vacation accrual rates of employees shall be calculated on eight (8) hour shifts, forty (40) hour work schedule, or for all hours on paid status, however, vacation time shall not be accrued on overtime hours worked in accordance with Article 11, Overtime. Vacation accrual rates are as follows:

ANNIVERSARY	ACCRUAL RATE PER HOUR	ACCUMULATION/ 80 HOURS
1 year	.0500	4.00
4 years	.0616	4.92
9 years	.0693	5.54
14 years	.0808	6.46
19 years	.0885	7.08
24 years	.0962	7.70
29 years	.1077	8.62

### **SECTION 3 - VACATION ACCRUAL LIMIT**

- (a) A maximum of three hundred twenty (320) hours of vacation credit may be carried over from one calendar year to the next. For purposes of determining the number of hours an employee may carry over into the next year, such employee's total accrued vacation hours shall be determined at the close of the last bi-weekly pay period in December of the year from which vacation hours are being carried over. The number of accrued hours of vacation up to three hundred twenty (320) shall be carried over into the next weekly pay period and accrual of vacation hours for the next year shall commence with the beginning of such next weekly pay period and end with the last biweekly pay period of December of the following year.
- (b) Notwithstanding the foregoing paragraph (a) hereof, in the event an employee anticipates his/her retirement within one (1) year after the end of the last biweekly pay period of December in any year, such employee, upon written request made not later than two (2) weeks prior to the end of such last biweekly pay period made to his/her department director, shall be permitted to carry over all vacation hours accrued at the end of such bi-weekly pay period into such year in the manner described in subparagraph (a) hereof. The right to carry in excess of three hundred twenty (320) hours set forth in the immediately preceding sentence hereof is only exercisable once by an employee.

### **SECTION 4 - VACATION SCHEDULING**

An employee will be required to give five (5) days' notice for vacation scheduling. A Water or Wastewater Treatment Plant Operator will be required to give eight (8) days' notice for vacation scheduling. In the sole discretion of the supervisor, the applicable notice period may be waived. Notice of cancellation of scheduled vacation by an employee must occur no later than forty-eight (48) hours prior to the scheduled vacation. Notice of cancellation of scheduled vacation by a Water or Wastewater Treatment Plant Operator will be required no later than seventy-two (72) hours prior to the scheduled vacation, unless waived by supervision. Vacation time may be taken in no less than one (1) hour increments. At least once a year, employees shall schedule time off so as to arrive at seven (7) consecutive days off.

### **SECTION 5 - VACATION PREFERENCE**

In each department and/or division, the employee with the most City seniority will be given his/her choice of vacation periods. Each employee under this employee in terms of seniority will likewise be offered his/her choice of remaining periods, always subject to the department or division requirements. Once a yearly choice is made, it will be permanent for that year, except when a person of greater seniority leaves the division, at which time changes may be made with the same stipulations in force.

### **SECTION 6 - UNUSED VACATION PAYOFF**

Upon resignation, retirement or other termination of an employee, vacation time accrued and unused personal leave earned during the calendar year shall be determined as of the date such resignation, retirement or other termination is effective. In such event, the employee shall be paid a lump sum equal to the total number of such hours multiplied by his then-applicable hourly rate.

Upon layoff, an employee shall have the option to be paid for accrued and unused vacation and personal leave hours up to the date of layoff in the manner described in the preceding paragraph. An employee desiring to exercise such option shall do so in writing directed to the Personnel Department. In the event an employee not electing payment pursuant to the first sentence of this paragraph is on layoff status for a period of two (2) consecutive years, payment of accrued, unused vacation and personal leave time shall be made in conformity with the first paragraph of this Section.

## **SECTION 7 – CONVERSION OF VACATION TO DEFERRED COMPENSATION**

If, during the term of this agreement, the City adopts an ordinance creating a program whereby unrepresented employees are provided an opportunity to convert vacation to deferred compensation, the same program shall be made available to bargaining unit employees on the same terms.

## **ARTICLE 18 - SICK LEAVE**

### **SECTION 1 - ACCRUAL**

Employees shall accrue sick leave credits at the rate of .0575 hours for each hour in a paid status up to a maximum of 2,080 hours annually.

### **SECTION 2 - USAGE OF SICK LEAVE**

Sick leave may be granted for reasonable periods of time under the following circumstances with approval of the supervisor or department head concerned:

- (a) Illness, injury, medical conditions or exposure of the employee to a contagious disease which could be communicated to other employees.
- (b) Illness or injury to a member of the employee's immediate family as in (e) below, except in cases where the member is not residing in the same household with the employee. The resident requirement does not apply to the employee's parents or children. Such leave shall continue for such period of time as the employee's personal care and attention is required, or until the employee is reasonably able to make arrangements for longer term care.
- (c) Medical, dental or optical examination or treatment of the employee or a member of his/her immediate family as in (e) below, subject, however, to the same restrictions as stated in (b) above.
- (d) Death of a member of the employee's immediate family. Sick leave usage in this case will be limited up to five (5) days and will be allocated by the supervisor or department head according to the circumstances involved.
- (e) Immediate family is defined as the following relatives of the employee: grandparent, grandparent-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, father, mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).
- (f) When an employee leaves work because of a sickness or injury and does not return to the shift following medical treatment, the balance of the shift will be charged to sick leave. Work time credit will be given for those hours worked during the shift.
- (g) For sick leave requested to care for members of the immediate family, a Leave Request Form must be completed. The department head may require a physician's certificate to the effect that the employee's presence is in fact necessary to care for the family member.

### **SECTION 3 - CERTIFICATION OF SICK LEAVE USAGE**

The employee requesting sick leave shall complete the Leave Request Form. A completed Leave Request Form signed by the employee's physician or a certification and release signed by the employee's physician releasing such employee to return to regular work duties shall be presented to the employee's supervisor by the employee who has been ill or injured for five (5) or more consecutive days before the employee

punches in and goes to work. An employee shall not be permitted to return to work unless he/she complies with the preceding sentence. The physician shall indicate the nature of the employee's illness/injury and his/her capacity to return to work. A completed Leave Request Form signed by a physician may be required for less than five (5) days absence if the supervisor has reasonable cause to suspect sick leave abuse. Three separated absences within a six (6) month period may constitute reasonable cause to suspect sick leave abuse. If the City intends to require an employee to obtain a physician's certificate for future sick leave usage, the City shall provide written notification to the employee of its intention. The employee may request a meeting with the supervisor to discuss the employee's sick leave history within five (5) working days of receipt of the notice of intent. Failure to complete a Leave Request Form may result in loss of pay or disciplinary action for the time absent.

Doctor's certificates and other documents which contain diagnoses or other confidential medical information shall be segregated from files available for public inspection to the extent legally permissible.

#### **SECTION 4 - TIME OF CALL-IN ON SICK LEAVE**

In requesting sick leave, the department shall be notified at the place directed by the department head and to the person or persons so designated to receive calls. This notice must be received no later than one (1) hour prior to the start of the employee's shift in any continuous operation or no later than fifteen (15) minutes after the work starting time then in force in all other operations. This system shall be uniformly applied. Calls received after that time will be judged by the supervisor and/or department head solely on the merits of the case. Unexcused failure to so notify may result in disciplinary action.

#### **SECTION 5 - DAILY CALL-IN WHILE ON SICK LEAVE**

In cases of serious illness, injury, hospitalization or other situations where the employee will be absent for several days, the employee shall notify the department head's designated representative of such projected use of sick leave and upon approval, daily call-ins will not be necessary.

#### **SECTION 6 - SICK LEAVE / INJURY LEAVE**

When an employee sustains an injury on duty and acting non-negligently in the line of duty, the employee shall make application for and actively prosecute claims under the Workers' Compensation laws of Ohio.

If eligible for such compensation, an employee may elect to receive wage compensation from the Bureau of Workers' Compensation (BWC), or may file a request for injury leave with the City, provided a minimum balance of 80 hours sick leave is available at the time of injury. Such request shall be filed in a timely manner. The employee who elects to receive sick/injury leave, is not eligible to receive compensation from the BWC for the same period of absence. An employee who fraudulently receives sick/injury wages as well as BWC wage compensation for the same period of absence may be subject to termination of employment.

If the application for injury leave benefits is approved by the City, such employee may convert up to 347 hours of his accumulated sick leave balance to injury leave. Such conversion shall be at the rate of three (3) hours of injury leave for every one (1) hour of accumulated sick leave balance. An aggravation of a pre-existing condition, which is ultimately determined by the Bureau of Worker's Compensation to be a separate and distinct new injury, and which occurs while an employee is on duty and acting non-negligently in the line of duty shall constitute a separate incident for the purpose of this article.

If such employee is unable to return to his normal duties at the expiration of the injury leave benefit provided herein, or the employee was not eligible for injury leave,

such employee may then utilize his accumulated sick leave balance plus any other accrued leave balances available.

If the employee is still unable to return to his normal duties after the expiration of all such paid leave, such employee may be placed on an unpaid leave of absence at the discretion of the City.

If 30 days or more following the injury or upon aggravation of a pre-existing injury, medical reports indicate that the possibility of the injured employee's return to his regular duties is remote, the employee shall apply for disability retirement.

Medical insurance benefits for employees on paid leave status shall be maintained in accordance with the terms of this Contract. Employees on unpaid leave may have their insurance continued under the provisions set in Article 22, Section 8 of this agreement, which will run concurrently with any right for continuation of insurance provided by the employer's FMLA Policy.

An employee given a job related disability separation shall have the right to reinstatement within three years after having been given a disability separation to a position in the classification the employee held at time of separation. If the classification the employee held at time of separation no longer exists or no longer is utilized, the employee shall be placed in a similar classification.

An employee requesting reinstatement from a disability separation shall be eligible for reinstatement after a medical examination, conducted by a physician to be designated by the City, or upon the submission of other appropriate medical documentation establishing that the disabling illness, injury, or condition no longer exists. The examination must show that the employee has recovered sufficiently from the disabling illness, injury or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee. The City may require the employee to submit to an additional examination prior to return to services to determine whether the disabling illness or injury continues to exist.

#### **SECTION 7 - UNUSED SICK LEAVE**

An employee who is eligible for retirement, based on age and years of service, and who does so retire having accumulated sick leave of over 300 hours, shall be paid for all accumulated sick leave in excess of 300 hours at the rate of 62.5% of his/her regular hourly rate of pay for such accumulation in excess of 300 hours. Except as provided for in Section 11 below, this provision shall apply to an employee quitting his/her job, resigning or otherwise terminating his/her employment in any manner, except by discharge for cause, providing in all cases other than retirement that such employee shall have been in the employ of The City of Springfield for a period of six (6) years or more.

An employee who is laid off and who has accumulated over three hundred (300) hours of sick leave and has been in the employ of the City for a period of six (6) years or more, shall have the option of receiving the payment for unused sick leave authorized in the first paragraph of this section. Such option may be exercised at any time after notice of layoff to such employee has been given, but no later than the time when such employee ceases to be laid off, and in no event later than two (2) continuous years after layoff status commences. An employee shall do so by submitting a written request therefor directed to the Personnel Department.

All accumulated days of sick leave referred to herein shall be sick leave accumulated while in the actual employ of the City.

## **SECTION 8 - UNUSED SICK LEAVE-DISABILITY RETIREMENT**

Employees who become disabled will apply for disability retirement under provisions of Ohio law. In the event the City should find it necessary to declare a job or classification open, or for other reasons find it necessary to terminate an employee who is going on disability retirement before the employee has exhausted his/her accumulated sick leave, the employee shall be paid 100% for any accumulated sick leave, and Section 7 of this Article shall not apply.

## **SECTION 9 - FALSE CLAIM**

The City reserves the right to withhold sick leave benefit payment to any employee who submits a false claim or abuses the privileges in this Article and may take disciplinary action, including discharge.

## **SECTION 10 - ANNUAL PAY-OUT**

If an employee uses less than forty-eight (48) hours of sick time in a calendar year, the member may, at his option, be paid for all or any part of the unused forty-eight (48) hours, plus eight (8) hours. Sick leave used as the result of an injury or illness covered by the terms of Section 6 (Injury Leave) or Funeral Leave shall not be chargeable to the employee when computing entitlement or extent of annual pay-out. The employee's sick leave balance shall be reduced by the number of hours for which he elects to take pay.

An employee may not elect to take pay for unused sick leave if that reduces his accumulated sick leave balance below three hundred (300) hours.

Usage will be measured from the end of the last full pay period in the prior calendar year through the end of the last full pay period in the current year.

Payment will be made at the straight-time day shift rate in effect at the end of the last full pay period in the year. Payment will be made only in full hour increments, at the time of the last full pay period in January.

## **SECTION 11 - DEATH BENEFIT**

An employee who dies while in the employ of the City and who, at the time of his death, has been in the employ of The City of Springfield for a period of six (6) years or more, shall have payment made to the duly appointed and acting representative of such estate for all earned and unused sick leave hours. The payment provided for herein shall be subject to and made in conformity with the general laws of the State of Ohio and such payment shall be made forthwith upon compliance with same.

# **ARTICLE 19 - MILITARY LEAVE**

## **SECTION 1 - LONG-TERM MILITARY LEAVE**

Military leave shall be granted as governed by the State of Ohio as set forth in Section 5903.02 of the Ohio Revised Code. Restoration of a public employee following military service shall be as set forth in Section 5903.03 of the Ohio Revised Code, rights of a restored employee, as set forth in Section 5904.04 of the Ohio Revised Code.

## **SECTION 2 - SHORT-TERM MILITARY LEAVE**

Short-term military leave shall be granted in accordance with Ohio state law, Section 5923.05 of the Ohio Revised Code.

- (a) Employees shall be granted military leave with pay not to exceed 176 hours in any one calendar year. Leave without pay may be granted in excess of these hours based on military orders.

- (b) Employees covered by this Article include members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of armed forces of the United States.
- (c) Employees shall receive the difference between their regular City pay and military pay, less all military allowances and City scheduled days off.
- (d) Military pay includes only base pay plus longevity pay. It does not include allowances for travel, subsistence or quarters.
- (e) To qualify for granting the leave, the employees must show their field orders to their supervisor prior to reporting for duty or training.
- (f) To receive the difference in pay, the employee must submit an affidavit to the payroll section of the Finance Department.
- (g) For the purpose of computing vacation or sick leave, short-term military leave will count as full service with the City.

## **ARTICLE 20 - JURY DUTY**

### **SECTION 1**

An employee required to serve on jury duty before a Court empowered by law to require such service shall be excused from work with pay for the time required for such service. The employee will turn in all jury fees to the City received for periods when he/she is on payroll status.

### **SECTION 2**

When called for jury duty, the employee shall show the subpoena to his/her supervisor and shall report back for work when released as a juror, unless his/her shift has ended or there is one (1) hour or less remaining in the shift.

## **ARTICLE 21 - SPECIAL LEAVE**

### **SECTION 1 - COURT SUBPOENA**

The City will permit the use of vacation benefit in increments as low as one (1) hour (each) for employees who are subpoenaed to appear in civil court proceedings. The City will continue paid status for any employee who is subpoenaed to appear in court for any proceedings which result from his/her position with the City. In addition, the City will continue paid status for any employee subpoenaed to appear as a witness in any public (not personal) felony proceedings or called to testify before any grand jury. The employee shall show the subpoena to his/her supervisor and shall report back for work when released as a witness, unless his/her shift has ended or there is one (1) hour or less remaining of his/her shift time. The employee will turn in all witness fees to the City received for periods when he/she is on payroll status, other than vacation.

### **SECTION 2 - BLOOD BANK**

Employees who donate blood to the municipal employees blood group will be permitted up to two (2) hours of paid City time for the purpose of donating such blood. No overtime wages will be paid for this purpose.

## **ARTICLE 22 - INSURANCE**

### **SECTION 1 - MEDICAL/HOSPITAL INSURANCE**

1. The City shall make health care benefits coverages available to employees under the City's health care plan, substantially comparable to the plan in effect July 1, 2014, which shall include, at a minimum; the following:
  - a. Hospitalization/Surgical Coverage
  - b. Diagnostic, X-Ray, and Laboratory Services
  - c. Obstetrics Coverage
  - d. Prescription Drug Coverage
  - e. Hospice and Home Health Care Coverage
  - f. Extended Benefits and Lifetime Dependent/Disabled children coverage as defined by the plan
  - g. Mental Health/Substance Abuse Services
  - h. Major Medical

All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan. The plan is responsible for amounts in excess of the annual out-of-pocket, up to the lifetime maximums set by the plan.

Proposed changes to the City's Health care plan occurring during the term of this agreement will be presented to the insurance study committee for review and discussion prior to implementation.

2. Cost Sharing - Employees shall pay, by wage withholding, 10% of the total Medical / Hospital insurance premium for family or single coverage. Employees' contributions shall be paid through a Section 125 plan by which the contributions are treated as pre-tax income.
3. Beginning July 1, 2015, all employees eligible to do so shall be enrolled in the City's HSA plan. Within 2 weeks of July 1, 2015 and July 1, 2016, the City shall contribute to each enrolled employee's HSA account, a sum equal to 75% of the applicable annual deductible.

### **SECTION 2 - COORDINATION OF BENEFITS**

Hospital and surgical benefits herein described shall be subject to coordination of benefits in accordance with stipulation of the carrier.

### **SECTION 3 - SUBROGATION**

If a member covered by this Contract incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, carrier shall be subrogated to all of member's right of recovery against said third party to the extent of any and all payments made hereunder by carrier with respect to such illness or injury. The member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to carrier such rights of subrogation.

### **SECTION 4 - COVERAGE-LIFE**

The City will pay the full cost of a group term life insurance policy for each employee covered by this Contract in the amount of \$20,000.00, with accidental death, dismemberment and disability waiver of premium. Coverage will be in effect for employees in paid status and for employees on approved leave of absence not to exceed six (6) months. Such policies shall provide for conversion to another policy upon leaving City employment.

## **SECTION 5 - UNEMPLOYMENT COMPENSATION**

The City shall provide unemployment compensation as required by law.

## **SECTION 6 - WORKERS' COMPENSATION**

The City shall provide workers' compensation coverage for all employees of this bargaining unit to cover an illness or injury incurred in the scope of his/her employment.

## **SECTION 7 - FALSE CLAIM**

The City reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim working for another employer while off work and receiving workers' compensation benefits.

## **SECTION 8 - CONTINUATION OF INSURANCE**

Employees who are granted leave without pay as a result of injuries or sickness who have run out of paid leave will have the City's share of their insurance premiums paid for sixty (60) days following expiration of paid status or until they obtain other employment, whichever comes first.

## **SECTION 9 - DENTAL INSURANCE**

The City and the Union will, in cooperation with other groups of City employees, select an appropriate optional dental insurance plan. The City will pay one-half of the premium cost to a maximum of \$30.00 per month, the balance will be paid by wage withholding.

# **ARTICLE 23 - SENIORITY**

## **SECTION 1 - DEFINITIONS**

### **(a) City Seniority**

City Seniority is defined as length of continuous service with The City of Springfield as a permanent, full-time employee.

### **(b) Division Seniority**

Division seniority is defined as length of service in a particular division. If an employee transfers out of a division as provided for in Article 15 and subsequently returns to his/her original division as provided for in that section, they shall retain credit for previous service as measured prior to such transfer.

Utilities Maintenance employees shall have division seniority in accordance with their length of service in either Water Distribution or Sewer Maintenance.

### **(c) Classification Seniority**

Classification seniority is defined as the length of service of an employee, beginning with the date of his/her last appointment to his/her present position classification within his/her present division.

### **(d) Division**

A division is defined as one of the following: Aviation, Fleet Maintenance, Street Maintenance, Traffic Control, Water Treatment, Wastewater Treatment, Utilities Maintenance, Facilities Maintenance, Service Center, Information Technology and Forestry.

## **SECTION 2 - ACCRUAL OF SENIORITY**

A permanent employee is credited with City seniority back to his/her last date of hire, following successful completion of the probationary period.

### **SECTION 3 - SENIORITY LISTS**

Seniority lists shall be prepared on the basis of service for which seniority is considered. Where the same date of seniority exists, the lower employee number will apply for establishing rank order. A seniority list prepared by the City will be considered correct if no grievances are filed within ten (10) calendar days from the date of posting of such list. A copy of the seniority list will also be sent to the Ohio Council 8 representative.

### **SECTION 4 - LOSS OF SENIORITY**

An employee will lose all seniority when he/she is terminated, resigns, accepts other employment while on an authorized leave of absence, or is separated permanently from his/her position for any other reason. An employee who is on an authorized leave of absence/unpaid status shall continue to accumulate seniority for the duration of such leave. An employee who is on unauthorized leave of absence/unpaid status for any reason will not earn seniority for the duration of such leave/unpaid status.

An employee who accepts a disability retirement and subsequently returns to his position of employment under the terms of the disability retirement status shall, upon his return, be credited with the seniority credit earned prior to his disability retirement.

### **SECTION 5 - SENIORITY IN ASSIGNMENTS**

If, in the judgment of supervision, the employees' skills and capabilities are equal, daily assignments for fill-in, in a given period, within a classification, will be done on the basis of division seniority. Management will use its best efforts to offer assignments to the most senior, qualified employee, while minimizing crew disruptions.

### **SECTION 6 - SUPERSENIORITY**

The Union President, Vice President, Recording Secretary, and Treasurer shall be given super seniority only for the purpose of layoff in that the employee filling the above positions will have the highest seniority when layoffs are made.

## **ARTICLE 24 - LAYOFFS - RECALL**

### **SECTION 1 - LAYOFF AND BUMPING**

- (a) Whenever it becomes necessary due to lack of funds, lack of work or abolishment of positions to reduce the work force within a position classification within a department, all emergency, provisional, temporary, part-time, seasonal and probationary employees within the effected department shall be laid off first before any reduction is made in the permanent work forces. Permanent employees shall be laid off in order of their City seniority within the affected position classification with that employee having the least City seniority within the position classification within the division being laid off first then continuing in like manner until the required reduction in work force has been accomplished. In the event an employee is laid off, he/she may receive payment for earned but unused vacation with his/her final check.
- (b) In the event a layoff occurs, the affected employee(s) may bump employees in an equal or lower paying classification within the bargaining unit who have less City seniority provided that the bumping employee has previously held the position of the employee he displaces. The employee who is bumped may then exercise his bumping rights, if any.
- (c) Affected employees may bump employees with less City seniority holding positions in an equal or lower paying classification not previously held by the affected employee, provided the affected employee can demonstrate the minimum qualifications for the position and subject to the successful

completion of ninety (90) calendar days probationary period in the new position. If the employee does not successfully complete the probationary period, he may be laid off.

Employees shall not be ineligible for promotional consideration or examinations during this probationary period.

- (d) Seniority for the purpose of layoff and recall shall be determined by the official Personnel Department records.

## **SECTION 2 - LAYOFF/TERMINATION**

An employee who is on layoff for a period of three (3) years is automatically terminated and loses all seniority.

## **SECTION 3 - RECALL ORDER**

Permanent employees who are on layoff shall be recalled in reverse order of their layoff, within a position classification, with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

## **SECTION 4 - RECALL NOTIFICATION**

- (a) Each employee to be laid off shall be given advance written notice of the layoff by the appointing authority stating the reasons therefor. Such written notice shall be hand delivered to the employee at work or mailed certified mail to the last address on file with the appointing authority. If hand delivered, such notice shall be given at least fourteen (14) calendar days before layoff and the day of hand delivery shall be the first day of the fourteen (14) day period. If mailed, such notice shall be given seventeen (17) calendar days before layoff and the day of posting shall be the first day of the seventeen (17) day period.
- (b) Each employee recalled from layoff shall be notified of the offer of recall by certified letter addressed to the last known address. Each such employee shall be allowed five (5) calendar days from the receipt of the letter to notify the appointing authority of his/her intent to return to work, and an additional fourteen (14) calendar days to return to active service, if employed; otherwise, five (5) calendar days to return to work if unemployed.
- (c) If the employee declines the offer of recall, the next employee on the recall list shall be notified in accordance with the above paragraph.
- (d) In the event of extenuating circumstances (e.g., illness, injury, absence from the City, or other good cause) preventing the employee from returning to work within the fourteen (14) day limit, the City may grant a reasonable extension, but not to exceed thirty (30) days.
- (e) For purposes of recall, it shall be the employee's responsibility to have a current address and phone number on file with the appointing authority.

## **SECTION 5 - RECALL RIGHTS**

An employee recalled to a job not within his/her position classification shall retain prior right to recall to a vacancy existing within his/her position classification for two (2) years. If at any time during the three (3) years an employee shall refuse a call to a job within his/her laid off position classification, he/she shall forfeit his/her prior seniority rights and his/her job seniority shall begin to accumulate as of the first day of employment in his/her new position classification and/or work unit.

## **ARTICLE 25 - SAFETY**

### **SECTION 1 - PHYSICAL EXAMINATIONS**

When the City orders an employee to report for a physical examination or inoculation, the City will pay the complete cost of any specified examination. The City will select the physician and will retain a copy of the examination report in the employee's personnel file, with a copy given to the employee upon request.

### **SECTION 2 - SAFETY ITEMS**

The City will pay the cost of acquiring safety items it requires. Serious consideration shall be given regarding all matters involving safety recommendations mutually agreed upon by the joint safety committee. Employees who violate rules pertaining to use of such equipment or practices shall be subject to discipline unless so ordered by supervision. The Union agrees not to process grievance action which is safety related where the facts warrant the disciplinary action taken as justifiable.

The City will determine positions requiring steel-toed shoes. After consultation with the Union, the City will develop specifications for and implement a policy with regard to such shoes. The City will reimburse employees required to wear steel-toed shoes up to \$75.00 per year for such shoes upon inspection of worn out shoes and presentation of original receipts from purchase of new steel-toed shoes. Reimbursements for shoes will only be honored for receipts dated during the calendar year for which the reimbursement is requested.

### **SECTION 3 - SAFETY COMMITTEE MEMBERSHIP**

The City agrees that there shall be two (2) members appointed to the safety committee by the Union President. Employees appointed will receive on-duty pay when the meeting occurs within the scheduled work shift. Overtime will not be paid without prior approval for safety committee attendance.

### **SECTION 4 - EQUIPMENT AND VEHICLE OPERATION**

Each employee who operates or uses any equipment or vehicle shall be responsible for a daily inspection before operation or usage and after operation report any deficiencies.

An operator of equipment or vehicle who finds the equipment or vehicle is unsafe or inoperable shall report such finding to their immediate supervisor. Upon so being notified, the employee's supervisor as well as the fleet maintenance superintendent or his/her designee shall inspect said equipment or vehicle and determine if it is in safe or operating condition. If he/she determines the equipment or vehicle is safe and should be operated, he/she shall then notify the employee of his/her decision. If the employee still feels the equipment or vehicle is unsafe or inoperable, then he/she shall note same on the vehicle inspection report. The fleet maintenance superintendent or his/her designee shall be required to affix his/her signature on the vehicle inspection report that the employee was ordered to operate the equipment or vehicle. The employee who files the vehicle inspection report shall receive a true copy of such report upon request.

If the equipment or vehicle is found by the supervisors to be unsafe or inoperable, then it shall be removed from service until such time as necessary repairs are made. The City shall reimburse the fine and court costs of an employee charged as a result of a safety violation that has been properly reported.

## **ARTICLE 26 - LABOR-MANAGEMENT COMMITTEE**

### **SECTION 1- PURPOSE**

A Labor-Management Committee shall be established which shall meet on a regular basis to discuss matters of mutual interest of Management and employees

covered by this Contract. These meetings should lead to mutual recommendations to the concerned department heads and Union members and should increase the understanding between the parties of this Contract, thereby increasing efficiency in the City.

### **SECTION 2 - MEMBERSHIP**

The Labor-Management Committee shall consist of no more than eight (8) members, half of which shall be appointed by the Union and half appointed by Management. On-duty pay will be made to those Union members attending the meeting on their regular shift. If a member is unavailable an alternate may attend upon advance notice to either side.

### **SECTION 3 - MEETINGS**

Meetings will be held no more than once every thirty (30) days, except upon mutual agreement of both parties. The meetings will be alternately chaired by Management and Labor. Meetings will be scheduled at mutually agreeable times.

### **SECTION 4 - AGENDA**

An agenda shall be prepared prior to the meeting covering the items to be discussed. The agenda will be distributed to each member of the committee. It is understood that problems and conditions leading to grievances and problems which relate to negotiable subjects may, from time to time, be discussed by the committee, but any such discussions shall not in any way affect the resolution of grievances or collective bargaining negotiations, since specific procedures covering grievances and negotiations are provided elsewhere. The members chairing the meeting will be responsible for the preparation and distribution of the agenda for that meeting.

### **SECTION 5 - MEETING MINUTES**

The meeting minutes shall be prepared in writing of the items discussed. These minutes will be distributed to each member prior to the next meeting for review and approval at the meeting. Copies shall be initialed by each side and retained for future reference. Copies shall be distributed for posting on bulletin boards.

### **SECTION 6 - SPECIFIC AGENDA ITEMS**

Determinations on position reclassifications or classifications assigned to pieces of equipment not used by the City previously will be submitted to the Union prior to the Labor-Management meeting, then placed on the Labor-Management Committee agenda for discussion prior to final implementation. Rates of pay assigned to new position classifications or reclassifications shall be subject to the grievance procedure in this Contract.

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

### **SECTION 1- PROCEDURE**

There shall be an earnest and honest effort to settle differences and disputes promptly. If any controversy or differences arise between an employee and the City and/or the Union and the City with respect to the interpretation or application of this Contract or the rights, obligations or liabilities of the parties herein, then such controversies or differences shall be handled as follows:

#### **Step 1**

The employee or group of employees will present their grievance to his/her or their immediate supervisor in an attempt to resolve the dispute. The employee or group of employees may, if he/she or they so desire, be accompanied by a Union representative. This will be done within seven (7) work days of the time the employee becomes aware of the alleged grievance. The Union representative or grievant must specifically state that he considers his meeting with the supervisor

to be a Step 1 grievance prior to the end of the meeting. The supervisor will reply to the Union or the aggrieved by the end of the shift on the second day after it has been presented to him/her. Class grievances must be filed within five (5) work days of the grievance. If the aggrieved employee does not refer his/her grievance to the second step of the procedure within five (5) work days after the receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved. If the supervisor has failed to reply, the Union may proceed to the second step by notice to the department head within five (5) working days.

#### Step 2

If the problem is not resolved to the employee's or employees' satisfaction, the problem becomes a grievance to be presented in writing to the employee's immediate supervisor by the employee and/or Union representative. The written grievance shall contain the employee's signature, a statement of the specific facts giving rise to the grievance, reference to the article, section or subsection of this Contract which is alleged to have been violated, and a statement of the remedy sought. The supervisor or his/her designee will render a decision in writing within five (5) working days from the day he/she receives the grievance. If the department supervisor has failed to reply, the Union may proceed to the third step by notice to the department head within five (5) working days. If the grievance is not referred to the third step of the procedure within five (5) working days of the receipt of the supervisor's reply, it shall be considered to be satisfactorily resolved.

#### Step 3

The grievance, together with all correspondence, shall be submitted to the department head and the Personnel Director. The inadvertent omission of part of the grievance correspondence shall not result in the termination of the grievance. The department head or his/her representative, with the assistance of the Personnel Director or his/her representative, shall investigate and hold a grievance meeting. The department head shall schedule a grievance hearing within seven (7) working days of the receipt of the grievance. The department head shall render a decision, in writing, with copies to the Union and the grievant within five (5) working days after the close of the hearing. Both the Union and the City shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. The aggrieved may be represented by two (2) Union officers and/or the Union Business Representative. If a written notice of intent to file under the Arbitration Procedure, Step #4, is not received by the Personnel Director within ten (10) work days of receipt of the department head's reply, it shall be considered to be satisfactorily resolved. If the department head has failed to reply, the Union may proceed to the fourth step by notice to the department head within five (5) working days.

#### Step 4 - Arbitration Procedure

Within ten (10) working days after receipt of the written intent to file under the grievance procedure, the Personnel Director or his/her representative and not more than two (2) other representatives of Management and the Union Staff Representative or his/her authorized representative and not more than two (2) other representatives of the Union, shall meet for the purpose of attempting to resolve the dispute and/or requesting an impartial arbitrator. If an agreement is not reached at this meeting, a joint letter requesting Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators will be signed and mailed. Within 30 days following receipt of such names, the authorized representatives of Management and the Union shall alternately cross off one name until one name remains, that person being selected as the arbitrator. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City and the Union.

At this meeting, the parties also may agree to submit the grievance to mediation. If the parties agree to mediate, arbitration shall be delayed until after the mediation.

Evidence which was available and not presented at the earlier steps of the grievance process shall not be received for the first time by the arbitrator. The arbitrator shall reduce his/her award in writing and state his/her reasons for reaching the decision. Said award shall be submitted to the parties in a period not to exceed an established number of days from the date of the hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. Both the City and the Union shall share equally in the cost of arbitration, except as provided in Section 2.

### **SECTION 2 - TIME LIMITS**

It is to be understood that the time limits imposed in this Article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. The terms "days" and "working days" as used in this Article mean the days worked by the individual who is required to meet the specific time limitation at issue. Absence from work by the individual required to meet the specific time limitation at issue shall not extend the specific time limitation for a period in excess of two (2) weeks. In the case of the Union, "days" and "working days" refers to days worked by the President. Requests for extensions shall not be unreasonably denied. Notification of grievance meetings in the third (3rd) and fourth (4th) steps shall be in writing, as well as extensions of time requirements. If the City fails to respond within the time limitations set forth in Section 1 of this Article, the City shall pay the entire cost of any arbitration commenced with regard to that grievance.

### **SECTION 3 - SCOPE**

Grievances within the meaning of the grievance procedure and of this clause shall consist only of disputes about the interpretation or application of particular clauses in this Contract and about alleged violations of the Contract. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Contract, nor shall the arbitrator substitute his/her discretion for that of the City or the Union, nor shall he/she exercise any responsibility or function of the City or the Union.

### **SECTION 4 - PROBATIONARY EMPLOYEES**

Probationary employees shall not have recourse to the grievance procedure set forth herein with regard to discipline and discharge.

### **SECTION 5 - CLASS GRIEVANCE DEFINED**

In the event that employees have a grievance which affects two (2) or more employees in such a manner which entitles the class of employees to the same or similar relief, such grievance may be processed as a class grievance.

A class grievance must be signed by the individual employees affected and the Union representative. The processing of a grievance as a class grievance shall not preclude individualized relief.

## **ARTICLE 28 - DISCIPLINE**

### **SECTION 1**

Disciplinary action shall be taken by the City only for just cause. Anonymous citizens' complaints shall not serve as the sole basis of disciplinary action.

### **SECTION 2**

The principles of progressive discipline shall be utilized in the administration of this Contract. An employee and the Union shall be given notice of the basis of the

allegation, his right to Union representation, and an opportunity to respond to charges prior to the imposition of discipline which would result in lost time. Upon request, the employee shall be given copies of statements to be used against him 48 hours in advance of the hearing. The employee has a right to have his steward with him at the time he is questioned. The employee shall be informed of the Administrator's decision and the reason for it in writing.

### **SECTION 3 - REPRIMANDS**

Reprimands issued to employees shall be removed from the employee's departmental record and file after two (2) years from the date of issue and shall not be considered in subsequent determination of discipline, provided there have been no similar or alike reprimands or more serious discipline during this time. When the Personnel Department files are used under the Grievance Procedure in the Contract, this two-year limitation on reprimands shall apply.

### **SECTION 4 - DISCIPLINARY ACTION**

Any disciplinary action by the City against an employee shall be initiated within ten (10) working days of the City's knowledge of the alleged violation leading to disciplinary action. This ten (10) day period can be extended for one ten (10) working day period by delivery of written notice to the Union, if the alleged violation involves criminal conduct. Any further extensions will be granted only upon written mutual consent. The City will be considered to have knowledge only when it has probable cause to believe that a specific individual has been involved in specific conduct.

If a suspension occurs during a period in which a holiday falls, the suspended employee shall not receive holiday pay; however, the holiday shall be counted as one (1) day of the suspension period. If a suspension ends or begins on the day before or the day after a holiday, employees shall not lose their holiday pay, unless the holiday is a part of the suspension.

Employees may be removed from active duty before any disciplinary hearing required under Section 2 of this Article by being placed on administrative leave with pay.

## **ARTICLE 29 - BULLETIN BOARDS**

The City shall provide space for the Union's use for the placement of a Union bulletin board for the exclusive use of the Union. The space shall be in the proximity of the time clock, or if no such space is available, at a location mutually agreed upon.

## **ARTICLE 30 - AGREEMENT PRINTING**

The City shall pay for the number of copies it desires printed and the Union shall pay for the number of copies it desires printed.

## **ARTICLE 31 - CONTRACTING OF SERVICES**

It is the position of The City of Springfield that it must provide the necessary services for its citizens and while it is hoped that the employees of the City and particularly the employees in the bargaining unit will perform their duties as required by law and as required by the Contract between the Union and the City, the paramount duty of the City is to assure its citizens of the necessary services. Therefore, it is the position of The City of Springfield that as long as the employees of Local 1608 faithfully carry out the terms of this Contract with the City that the City will not seek to contract out services which would result in permanent displacement of employees from their

classification without Management first meeting and conferring with the Union thirty (30) days prior to any such contracting to discuss the contracting of services and its effects.

If an employee is displaced as a result of contracting out, in order to avoid layoff, the City will offer employment to the displaced employee, provided:

- (a) There is a vacancy within the Bargaining Unit which the City desires to fill.
- (b) There is no eligibility list for the position.
- (c) The laid-off employee meets the position's minimum qualifications.
- (d) The laid-off employee is physically capable of performing the job's functions, as determined by a physical given by a competent medical authority appointed by the City.

An employee desiring to accept an offer made by the City shall do so prior to exercising bumping privileges, as provided for in the Layoff Procedures.

## **ARTICLE 32 - MISCELLANEOUS**

### **SECTION 1 - TOOL ALLOWANCE**

The City will pay a tool allowance of Three Hundred Seventy-Five Dollars (\$375.00) per year, per employee, for each Lead Mechanic, Fleet Maintenance Mechanic and Fleet Master Mechanic, payable in July of each year of this Contract, with inventory and presentation of receipts.

### **SECTION 2 - LICENSE PAY SUPPLEMENT**

All employees of the bargaining unit who are licensed (certified) or who become licensed (certified) by a governmental or professional agency as a result of completing the requirements of the agency and who will use or needs the license (certificate) in his/her work will be compensated in the following amounts:

- (a) Water and Wastewater Plant Certificates : Class I - \$5.00 per week; Class II - \$8.75 per week; and Class III - \$13.25 per week.
- (b) Water Distribution Certificate : Class I - \$5.00 per week and Class II - \$8.75 per week.
- (c) Wastewater Collection Certificate : Class I - \$5.00 per week and Class II - \$8.75 per week.
- (d) Certificate for approval for laboratory analysis for both chemical and bacteriological analysis : \$13.25 per week.
- (e) Traffic Signal Technician Certificate : Class I - \$5.00 per week and Class II - \$8.75 per week.
- (f) Public Operator's License (Chemical Applications License) : Core plus at least one category: \$5.00 per week.

The City shall pay the cost of required training, testing and license fees for the above licenses subject to prior City approval as to whether the license is needed or utilized on the job. The employee shall, as condition of City payment of these costs sign an agreement which states that if the employee does not successfully complete training or testing requirements, or leaves the employment of the City within one year of the

completion of training or testing, the employee shall repay to the City the amount the City has expended for training and testing. (See, for example Appendix 1).

Payments for Certificates/Licenses (a) through (e) above shall not be cumulative. Payment for the Public Operator's License listed in (f) shall be in addition to other license payments. Payment will be made for the highest Class of Certificate/License earned and maintained within a category which is used in the employee's working area. Payments shall not be a part of the employee's regular hourly rate. Notwithstanding the aforementioned, all employees of the Sewer Maintenance and Water Distribution Divisions (Utility Maintenance Division) who have or earn License/Certificates in Water Distribution and Wastewater Collection will be paid for each certificate/license at the highest level earned within each category.

### **SECTION 3 - EARLY RETIREMENT**

The employees of AFSCME Local 1608 will be given the same consideration afforded other employees by the City when determining the feasibility of implementing the early retirement program authorized by the State Public Employee Retirement System.

### **SECTION 4 - JOB DESCRIPTIONS**

The City retains the sole and exclusive right to determine job duties and classifications. In the spirit of cooperativeness between the parties, whenever a question about job duties and classifications arises, the City will provide the Union with the most current job description of the job(s) in question.

### **SECTION 5 - CROSS-DIVISION WORK**

When management determines that a temporary condition requires a prompt response beyond the resources of the particular department or division which would normally respond, it may draw resources from other departments or divisions to perform the service required. Assignment pay provisions shall apply except in the case of an emergency as defined in Article 34.

### **SECTION 6 - UNIFORMS**

The City may require employees to wear uniforms. If the City does require uniforms for some or all groups of employees, the City will pay the cost of furnishing the uniforms.

## **ARTICLE 33 - NO STRIKE OR LOCKOUT**

The City agrees that as long as this Contract is in effect there shall be no lockouts. The Union, its members, officers, agents, and employees covered by this Contract agree that as long as this Contract is in effect, there shall be no strikes, sit-downs, sick-out, slow down of work, or any other unlawful acts that interfere with the City's operations. In the event of an unauthorized job action on the part of the employees, the Union shall immediately disavow the same advocating strict adherence to the agreement by all employees, and shall make a diligent effort to resolve the dispute. Should the Union fail to exercise such action, the City will be relieved of any such limitation of its right to contract for such services.

## **ARTICLE 34 - EMERGENCY WAIVER**

- (a) In cases of an emergency declared by the mayor under Section 115.01 of the Codified Ordinances due to circumstances beyond the control of the City, such as acts of God, riot, flood, and civil disorder, the following conditions of this Contract shall be automatically suspended until the emergency has been officially ended:

1. Time limits for replies on grievances.
  2. Limitations on distribution of work assignments in accordance with the provisions of this Contract.
  3. Limitations on distribution of overtime by seniority.
- (b) In addition and notwithstanding other articles of the Contract, the administration reserves the right during any such emergency to assign employees to work without regard to their employment classifications.
  - (c) The City shall continue to make reasonable provisions for the health and safety of its employees during such emergency.
  - (d) Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the Grievance Procedure in Article 27.

## **ARTICLE 35 - SAVINGS CLAUSE**

### **SECTION 1**

In the event any provision of the City Charter, State Constitution, Federal Constitution or State or Federal Statute be held to conflict with any of the provisions of this Contract, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portions of the Contract shall continue in full force and effect.

### **SECTION 2**

It is understood and agreed that should any Article, Section or portion of this Contract be held unlawful or unenforceable by any Court, or administrative agency of competent jurisdiction, or be held to be in conflict with any provision of the City Charter, State Constitution, Federal Constitution or State or Federal Law, then the city and the Union shall meet within ten (10) days following notice of such legal determination, and negotiate a lawful Article, Section or portion of the Contract to replace the Article, Section or portion of the Contract found unlawful or unenforceable.

## **ARTICLE 36 - DRUG TESTING**

A drug testing policy shall be maintained by the City. Such a policy may require testing only in the following circumstances:

- a. Prior to employment;
- b. Upon reasonable cause;
- c. Following an on-the-job accident which occurs in circumstances indicating the possible involvement of drugs or alcohol;
- d. Prior to and after return from duty after failing a drug test;
- e. After completion of rehabilitation treatment.
- f. Prior to transfer into a position which requires a C.D.L.
- g. As required by law.

Any testing required shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques and laboratory facilities which have been approved by the United States Department of Health and Human Services. The policy will require that all reasonable methods be utilized to protect the dignity and privacy of employees and maintain confidentiality.

There shall be no random testing of employees except as required by law. The City shall bear the cost of testing required by the City.

### **ARTICLE 37 - TUITION REIMBURSEMENT**

Employees may participate in the City's Tuition Reimbursement Policy on the same terms and conditions as are available to other City employees generally. The parties acknowledge that funding and reimbursement levels are subject to the City's discretion.

### **ARTICLE 38 - TERM OF AGREEMENT**

#### **SECTION 1 - EFFECTIVE DATE**

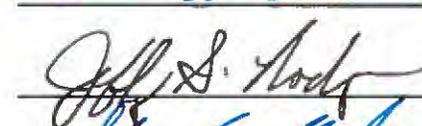
This Contract shall continue in full force and effect from contract execution until June 30, 2017, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve months, unless at least sixty (60) days prior to the end of any twelve month effective period, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Contract. In this event, the parties shall meet and attempt to reach an agreement with respect to the proposed change or changes at least sixty (60) days prior to the expiration date of the Contract. In the event the parties do not reach a written agreement by the expiration date of June 30, 2017 in the particular year as provided for herein, then this Contract shall in all respects be deemed void and terminated. The parties hereto, by written agreement, may extend said period for the purpose of reaching a new Contract.

#### **SECTION 2 - WAIVER**

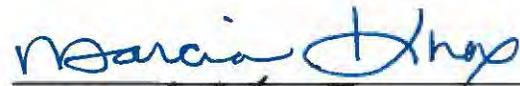
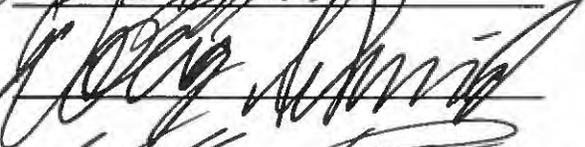
The parties acknowledge that during the negotiations which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the City and the Union for the life of this Contract each voluntarily and unqualifiably waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject or matter may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated or signed this Contract.

**IN WITNESS WHEREOF**, the Union and the City have caused this Contract to be executed in their names by their duly authorized representatives at Springfield, Ohio, this 8th day of December, 2014.

FOR:  
THE CITY OF SPRINGFIELD, OHIO

  
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John S. Acker  
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FOR:  
A.F.S.C.M.E. OHIO COUNCIL 8  
LOCAL 1608 CITY OF SPRINGFIELD

  
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Shane & Robert  
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**CITY OF SPRINGFIELD, OHIO  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE OCTOBER 1, 2014**

**SCHEDULE A**

2.00%

<u>CLASS TITLE</u>	<u>GRADE/STEP</u>	<u>10/01/2014 HOURLY WAGE</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
Custodian	200 1	11.65	932.00	24,232.00
	200 2	12.10	968.00	25,168.00
	200 3	12.52	1,001.60	26,041.60
	200 4	12.99	1,039.20	27,019.20
	200 5	13.44	1,075.20	27,955.20
	200 6	13.91	1,112.80	28,932.80
	204 1	14.09	1,127.20	29,307.20
	204 2	15.10	1,208.00	31,408.00
	204 3	16.22	1,297.60	33,737.60
	204 4	16.37	1,309.60	34,049.60
	204 5	16.65	1,332.00	34,632.00
	204 6	17.07	1,365.60	35,505.60
Maintenance Worker I	205 1	14.29	1,143.20	29,723.20
	205 2	15.31	1,224.80	31,844.80
	205 3	16.73	1,338.40	34,798.40
	205 4	17.03	1,362.40	35,422.40
	205 5	17.42	1,393.60	36,233.60
	205 6	17.97	1,437.60	37,377.60
Utility Worker	206 1	14.51	1,160.80	30,180.80
	206 2	15.51	1,240.80	32,260.80
	206 3	17.03	1,362.40	35,422.40
	206 4	17.42	1,393.60	36,233.60
	206 5	17.78	1,422.40	36,982.40
	206 6	18.29	1,463.20	38,043.20
Lead Custodian Traffic Marking Painter	207 1	14.73	1,178.40	30,638.40
	207 2	15.78	1,262.40	32,822.40
	207 3	17.34	1,387.20	36,067.20
	207 4	17.75	1,420.00	36,920.00
	207 5	18.08	1,446.40	37,606.40
	207 6	18.68	1,494.40	38,854.40
Motor Equipment Operator I	209 1	14.93	1,194.40	31,054.40
	209 2	15.97	1,277.60	33,217.60
	209 3	17.60	1,408.00	36,608.00
	209 4	18.01	1,440.80	37,460.80
	209 5	18.37	1,469.60	38,209.60
	209 6	18.90	1,512.00	39,312.00

**CITY OF SPRINGFIELD, OHIO  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE OCTOBER 1, 2014**

**SCHEDULE A**

**2.00%**

<u>CLASS TITLE</u>	<u>GRADE/STEP</u>	<u>10/01/2014 HOURLY WAGE</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
Meter Maintenance Mechanic	211 1	15.17	1,213.60	31,553.60
	211 2	16.21	1,296.80	33,716.80
	211 3	17.82	1,425.60	37,065.60
	211 4	18.32	1,465.60	38,105.60
	211 5	18.70	1,496.00	38,896.00
	211 6	19.29	1,543.20	40,123.20
*(Airport Service Worker) Plant Maintenance Mechanic I Traffic Marking Leadperson	213 1	15.42	1,233.60	32,073.60
	213 2	16.47	1,317.60	34,257.60
	213 3	18.19	1,455.20	37,835.20
	213 4	18.67	1,493.60	38,833.60
	213 5	19.06	1,524.80	39,644.80
	213 6	19.62	1,569.60	40,809.60
Airport Service Worker	214 1	15.67	1,253.60	32,593.60
	214 2	16.77	1,341.60	34,881.60
	214 3	18.50	1,480.00	38,480.00
	214 4	18.95	1,516.00	39,416.00
	214 5	19.38	1,550.40	40,310.40
	214 6	20.02	1,601.60	41,641.60
Airport Leadperson Building Maintenance Worker I Forestry Crew Worker Inventory Specialist Line Person Motor Equipment Operator II Sign Painter	216 1	15.97	1,277.60	33,217.60
	216 2	17.05	1,364.00	35,464.00
	216 3	18.88	1,510.40	39,270.40
	216 4	19.37	1,549.60	40,289.60
	216 5	19.90	1,592.00	41,392.00
	216 6	20.53	1,642.40	42,702.40
Belt Filter Press Operator Motor Equipment Operator III	218 1	16.22	1,297.60	33,737.60
	218 2	17.79	1,423.20	37,003.20
	218 3	19.23	1,538.40	39,998.40
	218 4	19.76	1,580.80	41,100.80
	218 5	20.03	1,602.40	41,662.40
	218 6	20.95	1,676.00	43,576.00
Building Maintenance Worker II	219 1	16.53	1,322.40	34,382.40
	219 2	18.07	1,445.60	37,585.60
	219 3	19.59	1,567.20	40,747.20
	219 4	20.12	1,609.60	41,849.60
	219 5	20.68	1,654.40	43,014.40
	219 6	21.34	1,707.20	44,387.20

\* For employees appointed to this position after August 1, 1995

**CITY OF SPRINGFIELD, OHIO  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE OCTOBER 1, 2014**

**SCHEDULE A**

2.00%

<b>CLASS TITLE</b>	<b>GRADE/STEP</b>	<b>10/01/2014 HOURLY WAGE</b>	<b>BIWEEKLY</b>	<b>ANNUAL</b>
	220 1	17.11	1,368.80	35,588.80
	220 2	18.11	1,448.80	37,668.80
	220 3	19.90	1,592.00	41,392.00
	220 4	20.23	1,618.40	42,078.40
	220 5	20.67	1,653.60	42,993.60
	220 6	21.20	1,696.00	44,096.00
Electrical Technician I	221 1	16.86	1,348.80	35,068.80
Fleet Maintenance Mechanic	221 2	18.49	1,479.20	38,459.20
Fleet Master Mechanic	221 3	19.97	1,597.60	41,537.60
Plant Maintenance Mechanic II	221 4	20.58	1,646.40	42,806.40
Traffic Signal Technician I	221 5	20.86	1,668.80	43,388.80
Utilities Leadperson	221 6	21.81	1,744.80	45,364.80
Electrician	222 1	17.22	1,377.60	35,817.60
Utilities Inspection Technician	222 2	18.90	1,512.00	39,312.00
	222 3	20.43	1,634.40	42,494.40
	222 4	21.02	1,681.60	43,721.60
	222 5	21.30	1,704.00	44,304.00
	222 6	22.28	1,782.40	46,342.40
Lead Mechanic	223 1	17.60	1,408.00	36,608.00
Wastewater Plant Operator II	223 2	19.33	1,546.40	40,206.40
Water Treatment Plant Operator II	223 3	20.89	1,671.20	43,451.20
	223 4	21.48	1,718.40	44,678.40
	223 5	21.80	1,744.00	45,344.00
	223 6	22.81	1,824.80	47,444.80
	224 1	18.01	1,440.80	37,460.80
	224 2	19.77	1,581.60	41,121.60
	224 3	21.36	1,708.80	44,428.80
	224 4	21.96	1,756.80	45,676.80
	224 5	22.27	1,781.60	46,321.60
	224 6	23.28	1,862.40	48,422.40
	225 1	18.40	1,472.00	38,272.00
	225 2	20.21	1,616.80	42,036.80
	225 3	21.85	1,748.00	45,448.00
	225 4	22.47	1,797.60	46,737.60
	225 5	22.80	1,824.00	47,424.00
	225 6	23.83	1,906.40	49,566.40
Electrical Technician II	226 1	18.84	1,507.20	39,187.20
Traffic Signal Technician II	226 2	20.69	1,655.20	43,035.20
	226 3	22.39	1,791.20	46,571.20
	226 4	22.92	1,833.60	47,673.60
	226 5	23.56	1,884.80	49,004.80
	226 6	24.51	1,960.80	50,980.80

**CITY OF SPRINGFIELD, OHIO  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE JULY 1, 2015**

**SCHEDULE A**

**2.00%**

<u>CLASS TITLE</u>	<u>GRADE/STEP</u>	<u>07/01/2015 HOURLY WAGE</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
Custodian	200 1	11.88	950.40	24,710.40
	200 2	12.34	987.20	25,667.20
	200 3	12.77	1,021.60	26,561.60
	200 4	13.25	1,060.00	27,560.00
	200 5	13.71	1,096.80	28,516.80
	200 6	14.19	1,135.20	29,515.20
	204 1	14.37	1,149.60	29,889.60
	204 2	15.40	1,232.00	32,032.00
	204 3	16.54	1,323.20	34,403.20
	204 4	16.70	1,336.00	34,736.00
	204 5	16.98	1,358.40	35,318.40
	204 6	17.41	1,392.80	36,212.80
Maintenance Worker I	205 1	14.58	1,166.40	30,326.40
	205 2	15.62	1,249.60	32,489.60
	205 3	17.06	1,364.80	35,484.80
	205 4	17.37	1,389.60	36,129.60
	205 5	17.77	1,421.60	36,961.60
	205 6	18.33	1,466.40	38,126.40
Utility Worker	206 1	14.80	1,184.00	30,784.00
	206 2	15.82	1,265.60	32,905.60
	206 3	17.37	1,389.60	36,129.60
	206 4	17.77	1,421.60	36,961.60
	206 5	18.14	1,451.20	37,731.20
	206 6	18.66	1,492.80	38,812.80
Lead Custodian Traffic Marking Painter	207 1	15.02	1,201.60	31,241.60
	207 2	16.10	1,288.00	33,488.00
	207 3	17.69	1,415.20	36,795.20
	207 4	18.11	1,448.80	37,668.80
	207 5	18.44	1,475.20	38,355.20
	207 6	19.05	1,524.00	39,624.00
Motor Equipment Operator I	209 1	15.23	1,218.40	31,678.40
	209 2	16.29	1,303.20	33,883.20
	209 3	17.95	1,436.00	37,336.00
	209 4	18.37	1,469.60	38,209.60
	209 5	18.74	1,499.20	38,979.20
	209 6	19.28	1,542.40	40,102.40

**CITY OF SPRINGFIELD, OHIO  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE JULY 1, 2015**

SCHEDULE A  
2.00%

CLASS TITLE	GRADE/STEP	07/01/2015 HOURLY WAGE	BIWEEKLY	ANNUAL
Meter Maintenance Mechanic	211 1	15.47	1,237.60	32,177.60
	211 2	16.53	1,322.40	34,382.40
	211 3	18.18	1,454.40	37,814.40
	211 4	18.69	1,495.20	38,875.20
	211 5	19.07	1,525.60	39,665.60
	211 6	19.68	1,574.40	40,934.40
*(Airport Service Worker)	213 1	15.73	1,258.40	32,718.40
Plant Maintenance Mechanic I	213 2	16.80	1,344.00	34,944.00
Traffic Marking Leadperson	213 3	18.55	1,484.00	38,584.00
	213 4	19.04	1,523.20	39,603.20
	213 5	19.44	1,555.20	40,435.20
	213 6	20.01	1,600.80	41,620.80
Airport Service Worker	214 1	15.98	1,278.40	33,238.40
	214 2	17.11	1,368.80	35,588.80
	214 3	18.87	1,509.60	39,249.60
	214 4	19.33	1,546.40	40,206.40
	214 5	19.77	1,581.60	41,121.60
	214 6	20.42	1,633.60	42,473.60
Airport Leadperson	216 1	16.29	1,303.20	33,883.20
Building Maintenance Worker I	216 2	17.39	1,391.20	36,171.20
Forestry Crew Worker	216 3	19.26	1,540.80	40,060.80
Inventory Specialist	216 4	19.76	1,580.80	41,100.80
Line Person	216 5	20.30	1,624.00	42,224.00
Motor Equipment Operator II Sign Painter	216 6	20.94	1,675.20	43,555.20
Belt Filter Press Operator	218 1	16.54	1,323.20	34,403.20
Motor Equipment Operator III	218 2	18.15	1,452.00	37,752.00
	218 3	19.61	1,568.80	40,788.80
	218 4	20.16	1,612.80	41,932.80
	218 5	20.43	1,634.40	42,494.40
	218 6	21.37	1,709.60	44,449.60
Building Maintenance Worker II	219 1	16.86	1,348.80	35,068.80
	219 2	18.43	1,474.40	38,334.40
	219 3	19.98	1,598.40	41,558.40
	219 4	20.52	1,641.60	42,681.60
	219 5	21.09	1,687.20	43,867.20
	219 6	21.77	1,741.60	45,281.60

\* For employees appointed to this position after August 1, 1995

**CITY OF SPRINGFIELD, OHIO  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE JULY 1, 2015**

**SCHEDULE A**

2.00%

<u>CLASS TITLE</u>	<u>GRADE/STEP</u>	<u>07/01/2015 HOURLY WAGE</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>	
	220	1	17.45	1,396.00	36,296.00
	220	2	18.47	1,477.60	38,417.60
	220	3	20.30	1,624.00	42,224.00
	220	4	20.63	1,650.40	42,910.40
	220	5	21.08	1,686.40	43,846.40
	220	6	21.62	1,729.60	44,969.60
Electrical Technician I	221	1	17.20	1,376.00	35,776.00
Fleet Maintenance Mechanic	221	2	18.86	1,508.80	39,228.80
Fleet Master Mechanic	221	3	20.37	1,629.60	42,369.60
Plant Maintenance Mechanic II	221	4	20.99	1,679.20	43,659.20
Traffic Signal Technician I	221	5	21.28	1,702.40	44,262.40
Utilities Leadperson	221	6	22.25	1,780.00	46,280.00
Electrician	222	1	17.56	1,404.80	36,524.80
Utilities Inspection Technician	222	2	19.28	1,542.40	40,102.40
	222	3	20.84	1,667.20	43,347.20
	222	4	21.44	1,715.20	44,595.20
	222	5	21.73	1,738.40	45,198.40
	222	6	22.73	1,818.40	47,278.40
Lead Mechanic	223	1	17.95	1,436.00	37,336.00
Wastewater Plant Operator II	223	2	19.72	1,577.60	41,017.60
Water Treatment Plant Operator II	223	3	21.31	1,704.80	44,324.80
	223	4	21.91	1,752.80	45,572.80
	223	5	22.24	1,779.20	46,259.20
	223	6	23.27	1,861.60	48,401.60
	224	1	18.37	1,469.60	38,209.60
	224	2	20.17	1,613.60	41,953.60
	224	3	21.79	1,743.20	45,323.20
	224	4	22.40	1,792.00	46,592.00
	224	5	22.72	1,817.60	47,257.60
	224	6	23.75	1,900.00	49,400.00
	225	1	18.77	1,501.60	39,041.60
	225	2	20.61	1,648.80	42,868.80
	225	3	22.29	1,783.20	46,363.20
	225	4	22.92	1,833.60	47,673.60
	225	5	23.26	1,860.80	48,380.80
	225	6	24.31	1,944.80	50,564.80
Electrical Technician II	226	1	19.22	1,537.60	39,977.60
Traffic Signal Technician II	226	2	21.10	1,688.00	43,888.00
	226	3	22.84	1,827.20	47,507.20
	226	4	23.38	1,870.40	48,630.40
	226	5	24.03	1,922.40	49,982.40
	226	6	25.00	2,000.00	52,000.00

**CITY OF SPRINGFIELD, OHIO  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE JULY 1, 2016**

**SCHEDULE A**

2.00%

<u>CLASS TITLE</u>	<u>GRADE/STEP</u>	<u>07/01/2016 HOURLY WAGE</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
Custodian	200 1	12.12	969.60	25,209.60
	200 2	12.59	1,007.20	26,187.20
	200 3	13.03	1,042.40	27,102.40
	200 4	13.52	1,081.60	28,121.60
	200 5	13.98	1,118.40	29,078.40
	200 6	14.47	1,157.60	30,097.60
	204 1	14.66	1,172.80	30,492.80
	204 2	15.71	1,256.80	32,676.80
	204 3	16.87	1,349.60	35,089.60
	204 4	17.03	1,362.40	35,422.40
	204 5	17.32	1,385.60	36,025.60
	204 6	17.76	1,420.80	36,940.80
Maintenance Worker I	205 1	14.87	1,189.60	30,929.60
	205 2	15.93	1,274.40	33,134.40
	205 3	17.40	1,392.00	36,192.00
	205 4	17.72	1,417.60	36,857.60
	205 5	18.13	1,450.40	37,710.40
	205 6	18.70	1,496.00	38,896.00
Utility Worker	206 1	15.10	1,208.00	31,408.00
	206 2	16.14	1,291.20	33,571.20
	206 3	17.72	1,417.60	36,857.60
	206 4	18.13	1,450.40	37,710.40
	206 5	18.50	1,480.00	38,480.00
	206 6	19.03	1,522.40	39,582.40
Lead Custodian Traffic Marking Painter	207 1	15.32	1,225.60	31,865.60
	207 2	16.42	1,313.60	34,153.60
	207 3	18.04	1,443.20	37,523.20
	207 4	18.47	1,477.60	38,417.60
	207 5	18.81	1,504.80	39,124.80
	207 6	19.43	1,554.40	40,414.40
Motor Equipment Operator I	209 1	15.53	1,242.40	32,302.40
	209 2	16.62	1,329.60	34,569.60
	209 3	18.31	1,464.80	38,084.80
	209 4	18.74	1,499.20	38,979.20
	209 5	19.11	1,528.80	39,748.80
	209 6	19.67	1,573.60	40,913.60

**CITY OF SPRINGFIELD, OHIO  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE JULY 1, 2016**

**SCHEDULE A**

2.00%

<u>CLASS TITLE</u>	<u>GRADE/STEP</u>	<u>07/01/2016 HOURLY WAGE</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
Meter Maintenance Mechanic	211 1	15.78	1,262.40	32,822.40
	211 2	16.86	1,348.80	35,068.80
	211 3	18.54	1,483.20	38,563.20
	211 4	19.06	1,524.80	39,644.80
	211 5	19.45	1,556.00	40,456.00
	211 6	20.07	1,605.60	41,745.60
*(Airport Service Worker) Plant Maintenance Mechanic I Traffic Marking Leadperson	213 1	16.04	1,283.20	33,363.20
	213 2	17.14	1,371.20	35,651.20
	213 3	18.92	1,513.60	39,353.60
	213 4	19.42	1,553.60	40,393.60
	213 5	19.83	1,586.40	41,246.40
	213 6	20.41	1,632.80	42,452.80
Airport Service Worker	214 1	16.30	1,304.00	33,904.00
	214 2	17.45	1,396.00	36,296.00
	214 3	19.25	1,540.00	40,040.00
	214 4	19.72	1,577.60	41,017.60
	214 5	20.17	1,613.60	41,953.60
	214 6	20.83	1,666.40	43,326.40
Airport Leadperson Building Maintenance Worker I Forestry Crew Worker Inventory Specialist Line Person Motor Equipment Operator II Sign Painter	216 1	16.62	1,329.60	34,569.60
	216 2	17.74	1,419.20	36,899.20
	216 3	19.65	1,572.00	40,872.00
	216 4	20.16	1,612.80	41,932.80
	216 5	20.71	1,656.80	43,076.80
	216 6	21.36	1,708.80	44,428.80
Belt Filter Press Operator Motor Equipment Operator III	218 1	16.87	1,349.60	35,089.60
	218 2	18.51	1,480.80	38,500.80
	218 3	20.00	1,600.00	41,600.00
	218 4	20.56	1,644.80	42,764.80
	218 5	20.84	1,667.20	43,347.20
	218 6	21.80	1,744.00	45,344.00
Building Maintenance Worker II	219 1	17.20	1,376.00	35,776.00
	219 2	18.80	1,504.00	39,104.00
	219 3	20.38	1,630.40	42,390.40
	219 4	20.93	1,674.40	43,534.40
	219 5	21.51	1,720.80	44,740.80
	219 6	22.21	1,776.80	46,196.80

\* For employees appointed to this position after August 1, 1995

**CITY OF SPRINGFIELD, OHIO  
A.F.S.C.M.E. PAY RATES  
EFFECTIVE JULY 1, 2016**

**SCHEDULE A**

2.00%

<b>CLASS TITLE</b>	<b>GRADE/STEP</b>	<b>07/01/2016 HOURLY WAGE</b>	<b>BIWEEKLY</b>	<b>ANNUAL</b>
	220 1	17.80	1,424.00	37,024.00
	220 2	18.84	1,507.20	39,187.20
	220 3	20.71	1,656.80	43,076.80
	220 4	21.04	1,683.20	43,763.20
	220 5	21.50	1,720.00	44,720.00
	220 6	22.05	1,764.00	45,864.00
Electrical Technician I	221 1	17.54	1,403.20	36,483.20
Fleet Maintenance Mechanic	221 2	19.24	1,539.20	40,019.20
Fleet Master Mechanic	221 3	20.78	1,662.40	43,222.40
Plant Maintenance Mechanic II	221 4	21.41	1,712.80	44,532.80
Traffic Signal Technician I	221 5	21.71	1,736.80	45,156.80
Utilities Leadperson	221 6	22.70	1,816.00	47,216.00
Electrician	222 1	17.91	1,432.80	37,252.80
Utilities Inspection Technician	222 2	19.67	1,573.60	40,913.60
	222 3	21.26	1,700.80	44,220.80
	222 4	21.87	1,749.60	45,489.60
	222 5	22.16	1,772.80	46,092.80
	222 6	23.18	1,854.40	48,214.40
Lead Mechanic	223 1	18.31	1,464.80	38,084.80
Wastewater Plant Operator II	223 2	20.11	1,608.80	41,828.80
Water Treatment Plant Operator II	223 3	21.74	1,739.20	45,219.20
	223 4	22.35	1,788.00	46,488.00
	223 5	22.68	1,814.40	47,174.40
	223 6	23.74	1,899.20	49,379.20
	224 1	18.74	1,499.20	38,979.20
	224 2	20.57	1,645.60	42,785.60
	224 3	22.23	1,778.40	46,238.40
	224 4	22.85	1,828.00	47,528.00
	224 5	23.17	1,853.60	48,193.60
	224 6	24.23	1,938.40	50,398.40
	225 1	19.15	1,532.00	39,832.00
	225 2	21.02	1,681.60	43,721.60
	225 3	22.74	1,819.20	47,299.20
	225 4	23.38	1,870.40	48,630.40
	225 5	23.73	1,898.40	49,358.40
	225 6	24.80	1,984.00	51,584.00
Electrical Technician II	226 1	19.60	1,568.00	40,768.00
Traffic Signal Technician II	226 2	21.52	1,721.60	44,761.60
	226 3	23.30	1,864.00	48,464.00
	226 4	23.85	1,908.00	49,608.00
	226 5	24.51	1,960.80	50,980.80
	226 6	25.50	2,040.00	53,040.00

**APPENDIX 1**

**Training/Testing Reimbursement Policy**

An employee's job duties may require attendance at, and successful completion of, certain job-related training and certification testing. Employees may also request support for other organized training and certification testing.

The City of Springfield, in an effort to encourage employees to maintain and upgrade job-related skills and certifications, agrees to pay the cost of approved training and certification testing subject to the following conditions:

1. Voluntary requests for training and certification testing will be evaluated and approved based on job relatedness and budget resources.
2. Transportation to and from classes and testing sites is the employee's responsibility. If City vehicles are available, their use will be scheduled through the employee's supervisor.
3. Employees will receive no additional compensation for training or testing held outside of regular working hours.
4. The employee's supervisor shall be kept fully informed of training/testing status and dates and times, well in advance, so as to assess progress and make necessary work schedule changes.
5. Employees may be required by their supervisors to report for work and be relieved in time to attend training/testing or will be required to report to assigned work if a replacement is unavailable.
6. Employees are responsible for obtaining and completing assignments for classes they are unable to attend.
7. Failure to complete or pass required or voluntary approved training/testing will require reimbursement of all City prepaid costs.
8. Employees resigning or retiring (excluding disability retirement) from City employment within twelve (12) months after training/testing completion, shall reimburse to the City all prepaid training, testing, and license fees.

I have read the above conditions and requirements and indicate my acceptance by my signature below:

TRAINING/TESTING NAME: \_\_\_\_\_

DEPARTMENT/DIVISION: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_ DATE: \_\_\_\_\_

AFSCME LOCAL 1608/CITY OF SPRINGFIELD

MEMORANDUM OF UNDERSTANDING

APRIL 2003

As a continuing issue that was referred by the parties in the most recent IBB process to the Labor Management Committee (LMC), this Memorandum of Understanding provides a specific interpretation of language contained in Article 14 Section 3(b) of the bargaining agreement.

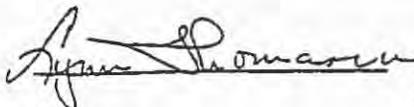
Section 3(b) requires a preferred list of bargaining unit members, hereinafter referred to as "members", be constructed in cases where more than three members pass an examination for a vacant bargaining unit position. This practice is generally inconsistent with civil service statutes, which normally allow consideration of the top ten candidates from an eligible list. Section 3(b) lacks specificity as to what is required when the preferred list is reduced to 3 or less interested members. As such, the parties agree to adhere to the following procedures:

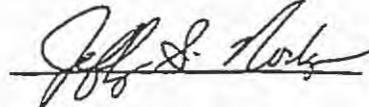
- A) When 4 or more members comprise a preferred list AND 4 or more of those members remain interested in the position vacancy, the preferred list of members will be the only list used in filling the position vacancy.
- B) When 4 or more members comprise a preferred list AND 3 members or less remain interested in the position vacancy, any additional eligible candidates appearing on the relevant eligible list will be considered in conjunction with those members comprising the preferred list. The conditions described in this part likely will occur only when members utilize their right to a waiver for a given position vacancy.
- C) When 3 members or less comprise a preferred list, any additional eligible candidates appearing on the relevant eligible list will be considered in conjunction with those members comprising the preferred list.

In parts B and C above, no more than ten total candidates will be considered for a single position vacancy in keeping with civil service law.

Approved for adoption:  
For AFSCME

For the City

 8/15/03  
Date

 8/15/03  
Date

 8/15/03