

COLLECTIVE BARGAINING AGREEMENT

Between

The City of Springfield, Oregon

And

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

July 1, 2024

Through

June 30, 2027

AFSCME/SPRINGFIELD COLLECTIVE BARGAINING AGREEMENT
July 1, 2024 – June 30, 2027

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AFSCME/SPRINGFIELD COLLECTIVE BARGAINING AGREEMENT
July 1, 2021 – June 30, 2024

PREAMBLE

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

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

Therefore, the City and the Union hereby agree:

ARTICLE 1
RECOGNITION

1.1 Recognition

The City hereby recognizes Local #1148 as the sole and exclusive bargaining representative for all regularly employed employees of the City of Springfield Development and Public Works Operations Division, holding the classifications of:

- Building Maintenance Worker,
- Custodian,
- Crew Chief
- Data Management Specialist,
- Infrastructure Systems Specialist,
- Infrastructure Systems Technician,
- Mechanic,
- Operational Maintenance Attendant
- P.W. Technician
- P.W. Seasonal Worker
- Traffic Technician,
- Traffic Signal Electrician,
- Security Attendant, and

1.2 Temporary Employees

The City may hire temporary employees into bargaining unit classifications covered by this contract for periods not to exceed 520 calendar hours without them being covered by the contract or represented by the Union. Temporary employees retained after that time limit

shall be deemed as bargaining unit employees and time worked since most recent hire shall be observed for classification seniority, leave accrual and probationary period satisfaction.

1.3 Displacement of Regular Employees

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

1.4 Seasonal Worker Employees

Seasonal Worker Employees are employed to perform landscape and right-of-way beautification duties, generally for the summer season, but not to exceed six hundred and ninety-three (693) regular hours per calendar year.

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

- | | | | |
|------|------------------------------|------|-----------------------|
| 8. | LAYOFF & RECALL | 12.3 | Class A, CDL License |
| 9. | PROBATION & TRAINING PERIODS | 12.5 | Bilingual Pay |
| 10. | CLASSIFICATIONS | 15. | HOLIDAYS |
| 11.5 | Movement between Steps | 16.5 | Payment of Sick Leave |
| 11.6 | Required Payments | 18.4 | Compassionate Leave |
| 11.7 | Special Assignment Pay | 18.8 | Union Leave |
| 12.1 | Acting-in-Capacity | 19. | VACATION |
| 12.2 | Interim Assignment | 20. | BENEFITS |

ARTICLE 2 NON-DISCRIMINATION

2.1 Employee Rights

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose or representation matters of employment relations. No employee shall be interfered with, limited, restrained, coerced, or discriminated against by the City because of or in the exercise of their rights and the City will follow all Federal and State statues with respect to those rights.

2.2 Agreement

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

2.3 Non-Discrimination

The City shall not discriminate against any individual with respect to compensation, terms,

conditions or privileges of employment because of race, color, religion, national origin, citizenship, political ideology, age, sex, marital status, sexual orientation, disability, union activity or other protected class, in accordance with the applicable state and federal laws. In the event that the Americans with Disabilities Act (ADA) or any other law requiring accommodation of an employee conflicts with the provisions of this agreement, such law shall control. Any claim which is subject to review by the EEOC or other regulatory agency shall not be subject to arbitration.

2.4 Work Environment

The City of Springfield is committed to having a positive, diverse, and professional workplace and will take necessary steps to ensure that the work environment remains productive for employees, customers, contractors, and visitors to the City's worksites. The City does not tolerate:

- Any forms of harassment, or offensive behavior
- Demeaning statements, threats, or intimidation
- Unprofessional and discourteous actions or behaviors
- Any behavior that creates or fosters an unwelcome or abusive work environment

The City is ultimately responsible for providing and supporting a harassment and discrimination free workplace for all employees. All representatives of the City are expected to carry out their duties in a respectful manner.

2.5 Creating a Diverse Workforce

The Union supports and participates in activities and initiatives of the City related to the recruitment and selection of a diverse workforce.

Union members are encouraged to volunteer and support minority related activities within the community, with the purpose of community engagement and demonstrating that the City of Springfield is a welcoming place of employment for underrepresented groups.

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 MEMBERSHIP

4.1 Union Membership

Employees covered by this Agreement shall have the right to pay dues as a means to participate in the Union through the application to the Union. Application and resignation of membership shall be handled solely by the Union. The City agrees to remain neutral with respect to an employee's decision about union membership.

4.2 Dues Deduction

The Union shall notify the City of the current rate of dues in a timely manner. The Union will notify the City of individuals who have authorized or discontinued authorization for deductions to the union.

The City shall deduct union dues from the paycheck of employees in the bargaining unit who have authorized the deductions. The City will remit the specified amount for payment to AFSCME Council 75. Employees who terminate or who have worked less than ten (10) days in the calendar month, will not be subject to the payroll deduction of dues.

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

4.3 Hold Harmless

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

4.4 Union Reports

The City will provide the union with a weekly report for any new hires hired into an AFSCME covered position that includes the date of hire, job title, department, hourly rate of pay, home address, personal email address, and home phone number. The City will also provide a weekly termination report for AFSCME covered positions that includes the terminating employee(s) name, job title, and termination date.

Each pay day, the City shall furnish electronically to the Union an alphabetical listing by department of employees in positions represented by the Union. The report will include name, hire date, job title, work site, hourly rate of pay, employee ID, phone number, email address, home address. Additionally, each pay day, the City will also provide electronically to the union a list of dues deducted. The dues report will include the pay period end date, employee ID number, employee name, current deduction, hourly pay rate, employment

status and employment type.

4.5 Representatives

The Union will notify the City in writing of the names of its authorized representatives, officers, and stewards on or before July 1st of each year and within thirty (30) days of any changes in those names occur during the course of the year.

4.6 Seniority List

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

ARTICLE 5 UNION RIGHTS

5.1 Access

Union representatives (employees of AFSCME Local 1148), upon notification of the Department Director or a designee, may visit with employees so long as such visits do not disrupt the workflow.

5.2 Bulletin Boards

The employer will maintain bulletin board(s) or space on an existing bulletin board currently provided to the Union for the purpose of communicating with employees covered by this contract. Posted materials shall not be slanderous or derogatory to the City of Springfield (Noted the term "City of Springfield" includes employees and the officers of the City). The boards or space provided should measure at least 24 inches by 36 inches.

5.3 Union Meetings/Use of Facilities

In order that employees may have a convenient place to hold Union meetings, it is agreed that the Union shall be allowed to use City Development and Public Works meeting rooms, City facility property before or after the employees' working hours, during meal periods and during any other break periods, provided said meetings have the prior approval of the Division Manager or designee and that the meetings do not interfere with the employer's operations.

Local #1148, AFSCME, shall be responsible for the security of the area during and after the Union meetings.

5.4 Union Representation

Subject to the needs of the City, the City agrees to allow designated representative's reasonable time off without loss of pay to engage in the following activities: processing and investigating grievances, investigatory interviews, arbitrations, or other meetings between

the Union and the City, or those activities set forth in ORS 243.798. In no case will more than two (2) Union Representatives at any one time, be allowed time away from their duty stations.

This paid time applies to Union representatives while on their normal work shift, and the City will not incur overtime costs associated with the use of these hours. Union representatives will log and submit their time with regular timekeeping using the City paid union leave code.

5.5 Collective Bargaining

Subject to reasonable operational needs of the City, the time for collective bargaining activities shall be mutually agreed upon by the City and the Union. When collective bargaining activities occur during the regularly scheduled working hours, members of the Union bargaining team shall be allowed time off with pay. The City shall be notified by the Union of the names of the designated representatives. No more than four (4) representatives may be off with pay at any one time. Prior to taking such time off, employees shall first notify their immediate supervisor for approval to take such time off; in no case will approval be unreasonably withheld.

5.6 New Employee Orientation

The City shall provide advance notice to the union with scheduled date for new bargaining unit employee orientation. Up to thirty (30) minutes of paid time shall be granted for a representative of the Union to make a presentation for new AFSCME 1148 employees on behalf of the Union for the purpose of identifying the organization's representation status, benefits, facilities, and related information. The Union presentation shall be scheduled on the employee's first date of work. If either because of the Union's or the City's operational needs it is not possible for the presentation to take place on the new employees first day of work, the presentation will be scheduled for mutually agreed upon time no later than ten (10) calendar days from the employee's start date.

By mutual agreement between the Union and the City, the parties may utilize an alternative new employee orientation process, provided that new employees receive a Union orientation within thirty (30) days from the employee's first start date.

ARTICLE 6 SAFETY

6.1 Safe Work Partnership

The City and Union agree to cooperate with each other in the implementation of safety rules and regulations per local, state and federal requirements. The City shall provide a safe work environment, and employees shall work in a safe manner at all times and in accordance with City safety programs.

6.2 Notification of Safety Concerns

All safety concerns or potential risks shall be reported immediately to a supervisor or designee. It is clearly understood that the City shall take no reprisal against employees for reporting issues. Upon notification, the supervisor will notify the appropriate division manager and safety personnel.

6.3 Personal Protective Equipment

The City will provide all safety equipment that is required by applicable state or federal laws or regulations. Applicable regulations will also include those issued by the City in the form of Departmental Policy. Such equipment furnished to employees must be worn/used in the manners specified by the applicable law or regulation.

6.4 Safety-Toed Shoes

The City will authorize the purchase of safety-toed footwear that meets OSHA requirements with a City Purchase Card. Employees are allotted \$200 per fiscal year (July 1-June 30). Employee may roll over up to \$200 to the next year not to exceed a total of \$400. Safety footwear paid for by the City is not intended to be worn off-the-job and remains the property of the City.

Employees may use the allotted dollar amount to purchase the following items: safety toed boots, laces, insoles, boot-cleaning supplies, boot waterproofing supplies, boot repair supplies, and boot repair services.

ARTICLE 7 SENIORITY

7.1 Seniority Definition

Seniority shall be defined as length of service in a job title with the City of Springfield, Development and Public Works Operations Division, for those classes defined in Article 1.1, 'Recognition', since their last date of hire.

7.2 Anniversary Date

The date of employment within the City of Springfield, Department of Development and Public Works Operations Division, shall be the date used in calculating the anniversary date for job titles defined in Article 1, Recognition. One (1) year from the date of employment shall be the employee's anniversary date.

Promotions which, pursuant to the provisions of this Agreement shall result in an increase in salary may result in a modification of the anniversary date causing it to be the date upon which the promotion occurred. This shall be the employee's anniversary date for the job title they are promoted into. The employee's accrued seniority in the job title they are leaving as a result of promotion shall be frozen.

7.3 Loss of Seniority

An employee shall lose all seniority credit in the event of:

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

ARTICLE 8 LAYOFF & RECALL

8.1 Layoff

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

8.2 Bumping

Employees who are designated to be laid off shall have the right to bump back into any job title they have held previously, as long as their seniority in that job title is greater than the seniority of the least senior person currently in that job title. An employee who bumps back into a previously held job title shall be placed at the step closest to, but not higher than their current salary. If the current salary is above the pay range for the lower classification, the employee will be placed on the highest step of the range.

Employees eligible to bump may forego that option and elect to be laid off.

8.3 Recall

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

they may be contacted in the case of recall, as a qualification for eligibility for recall.

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

8.4 Seasonal Workers and Temporary Employees

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

ARTICLE 9 PROBATION & TRAINING PERIODS

9.1 Initial Probation Period

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the quality of its service to the citizens of the City by observing an employee's work, training employees and assisting employees in adjusting to their positions, and by providing an opportunity to reject any new employee whose performance fails to meet required work standards.

Beginning from the most recent date of hire, every new employee hired shall serve a one (1) year probationary period.

Termination of an employee during their initial probation period is at the sole discretion of the City and such action shall not be subject to the grievance procedure.

9.2 P.W. Technician I Training Period

After the initial one (1) year probationary period and prior to the end of the thirty-six (36) month training period, an employee may be terminated upon the recommendation of the Training Committee and approval of the Division Director or their designee. Such termination would be subject to the grievance process.

The P.W. Technician I Training Period, with mutual agreement between the Training Committee and the Division Director may be extended for up to one hundred and eighty (180) additional days.

9.3 Traffic Technician Training Period

The one-year period that a Traffic Technician is a trainee shall be considered their probationary period. Once past this one (1) year trainee period, the Traffic Technician shall be off training status. A Traffic Technician trainee who fails their training period on the basis of qualification and/or job performance, or a Traffic Technician who fails to achieve required licensing and certification within thirty-six (36) months after appointment; shall be

allowed to return to their previously held position with the Springfield Operations division, provided they remain qualified for that position.

9.4 Promotion/Transfer Period

Any current City Employee who is promoted or transferred through a competitive recruitment process will service a six (6) month probation period in the new position from the start date of the promotion/transfer. Employees who are regarded or reclassified do not serve a probation period.

ARTICLE 10 CLASSIFICATIONS

10.1 New Classifications and Job Titles

The intent of the parties is that new positions will be established within the above classification system whenever possible. However, should organizational development require the creation of a new job title and addendum in the Division that is not supervisory, confidential, or clerical, the Union will be provided the job title specification and addendum and shall have the opportunity to negotiate the applicable salary range consistent with expedited bargaining under ORS 243.698.

The City is not precluded from hiring the position prior to any reopener request.

10.2 Job Title Specifications & Descriptions

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

10.3 Reclassifications

a. Requests:

An employee may make a reclassification request whenever the ongoing duties of their position change so substantially that a reclassification is believed to be warranted. Whenever the preceding circumstances exist and the employee wishes to pursue a reclassification, the employee will be required to submit a Position Description Questionnaire (PDQ) to their immediate supervisor(s) and give notification to the Human Resources Department that a PDQ process has been initiated. The Department will have up to thirty (30) calendar days to complete the PDQ process with the employee and to forward recommendations to the Human Resources Department.

b. Reviews and Timelines:

The Human Resources Department will be responsible for evaluating the reclassification request reviewing comments and may interview the employee and/or perform a desk audit. A written response to the request will be provided to the Department Director within thirty (30) calendar days of receipt of the PDQ in the Human Resources Department. If an outside consultant is retained for the purpose of reviewing the request, additional time may be required.

Final determination for reclassification requests is made by the Compensation and Classification Oversight Committee. Every effort will be made to schedule this committee meeting within thirty (30) calendar days of the HR Department's recommendation.

c. *Effective Date of Change:*

When a determination has been made that the duty changes are of such a significant nature as to warrant reclassification, the City shall reclassify the employee effective the date the employee submitted the Position Description Questionnaire (PDQ) to their immediate supervisor(s) unless the employee's duties are altered so that their current classification reflects the changes in responsibilities.

d. *Denials:*

In the event the reclassification is denied or the employee is dissatisfied with the job title assignment made, and the employee wishes to pursue the matter further, the employee may take the issue up within the grievance procedure at the City Manager's step.

e. *New Classifications or Job Titles:*

If a new job title is created or the pay grade assignment for an existing job title is changed, Article 10 subsection 1 – New Classifications & Job Titles will apply.

ARTICLE 11 COMPENSATION

11.1 Pay Period

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

11.2 Salary Schedules

a. *Effective July 1, 2024:*

The City agrees to adjust the pay grades as outlined in Exhibit A. P.W Technician I and Operational Maintenance Attendant will move to the nearest step that provides

at least a 4% increase in pay. All other employees will move to the nearest step that results in an increase of at least 5%, including the value of any previously recognized certification.

b. Effective July 1, 2025:

Step 1 of the salary schedule for each classification will be increased by a CPI-W West Region Urban Wage Earners and Clerical Workers” of not less than 2% and not more than 4% based on the most recent December.

c. Effective July 1, 2026:

Step 1 of the salary schedule for each classification will be increased by a CPI-W West Region Urban Wage Earners and Clerical Workers” of not less than 2% and not more than 4% based on the most recent December.

11.3 Beginning Salary

a. New Hires:

Each employee will be paid on a step within the salary grade for the job title in which the individual is employed. Step placement at hire is based on relevant qualifications when compared to internal equity of existing employees. New employees hired as P.W. Technician I’s shall be hired at step 1.

b. Rehires:

An employee who separates from employment and is rehired within a 12-month period will be reinstated at the same pay step they held prior to separation.

Additionally, individuals rehired after a separation exceeding 12 months will be brought back in accordance with Oregon's equal pay requirements.

11.4 Promotions

When an employee is promoted to a position in a higher pay grade, they shall be placed on the new salary grade that is closest to a five percent (5%) increase in their hourly step rate of pay and shall receive at least the first step of the higher salary grade. An employee who is promoted will maintain their step placement date.

11.5 Movement between Steps

Employees will advance to the next step following one year from their most recent step placement date, not to exceed the maximum step of the salary range.

11.6 Required Payments

The City shall pay for any required training, equipment and State certifications. The City shall pay for the acquisition and maintenance for any City approved trainings, licenses, or certifications for the mechanic classification for use during the course of their city work.

Employees who choose to get their CDL physical from a physician not of the City's choosing will be eligible for reimbursement from the City equivalent to the City's cost, if

not covered by their insurance.

11.7 Special Assignment Pay

The City recognizes that special assignments are eligible for premium pay of \$2.50 above their hourly step rate for all hours performing those functions. Recognized special assignments are limited to:

- a. Infrastructure Locates and/or encroachment permit processing.
- b. Homeless camp abatement.
- c. Spring Cleanup coordination.
- d. Leaf It to Springfield coordination.
- e. Pavement marking coordination (excluding crew chiefs).
- f. Slurry seal coordination (excluding crew chiefs).

ARTICLE 12 SPECIAL PAYS

12.1 Acting-in-Capacity (AIC)

Employees assigned in writing by management to perform one or more key duties of a higher paid position, will receive a differential of five percent (5%) above their current base pay. AIC pay will be added to vacation and holiday leaves for AIC assignments of fifteen (15) consecutive working days or longer.

12.2 Interim Assignment

Employees assigned to temporarily “perform the duties” that would normally be performed by a position in a higher classification or pay grade for a period of 30 days or more, shall be placed on the step in the higher classification that is at least 5% increase for all hours paid while on the assignment.

An employee is not eligible to receive interim assignment pay with AIC Pay.

12.3 Class A, CDL License

Any employee who holds a current Class A, CDL will receive ½% on base hourly rate of pay for all hours.

12.4 Early Report Pay

Employees who are required to report to work two (2) or more hours before their regularly assigned shift, for two or more days in a pay period, will qualify for an additional \$25 per pay period.

12.5 Bilingual Pay

Up to two (2) employees who are proficient in more than one spoken language or sign language will receive an additional five percent (5%) added to their base hourly rate. The

parties agree that additional employees will be considered if it is determined that an employee is being asked to use bilingual skills more than 10% of their work time. To be eligible for bilingual pay, employees must work in a position where bilingual skills are required for the position or the department has determined a need for the bilingual skills. The employee must meet the minimum mandatory standards as determined by the City prior to the bilingual pay being awarded.

ARTICLE 13 WORKING HOURS & CONDITIONS

13.1 Regular Hours

Working hours for each employee, excluding employees assigned to a flexible work schedule, shall be regular and consecutive except for meals or rest periods, or for emergencies.

13.2 Workday

“Workday” is a recurring twenty-four (24) hour period commencing at the start of the employee’s work schedule.

13.3 Work Week

The work week shall begin at midnight on Sunday and end on 11:59 p.m. on Saturday.

13.4 Work Schedules

The above workweek definition provides employees a work schedule of “5-8’s”, “4-10’s”, “flexible work schedule”, or “part-time” as followed:

a. 5-8 Work Schedule:

A “5-8” work schedule shall consist of five (5) consecutive days of eight (8) work hours each work week, starting at 7:00 a.m. to 3:30 p.m., excluding custodians and security attendants.

b. Seasonal 4-10 Schedule:

A seasonal “4-10” work schedule shall consist of four (4) consecutive days of ten (10) work hours each work week, starting at 6:30 a.m. to 5:00 p.m.

c. Flexible Work Schedule:

A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day; or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day. The flexible schedule does not exceed forty (40) hours in a work week and is agreed upon in advance by the employee and the supervisor/designee.

d. Part-time:

A “part-time” employee shall be scheduled to work a portion of any of the above

specified schedules.

13.5 Work Schedule Changes

Work schedules will be changed only after five (5) working days' notice to employees except in the case of a declared emergent need. Under any situation declared an emergent need by the City, work schedules may be changed as required for the duration of the emergent need. In such instance overtime will be paid in accordance with Article 14 – Overtime & On-Call.

Emergent need shall be defined as any situation that may be reasonably expected to adversely affect the health, safety, or welfare of the public. Any emergent need requiring employees to report for work involuntarily may be declared only by the City Manager.

13.6 Meals and Rest Periods

The employer will provide meal and rest periods in accordance with state and federal laws, except the employer agrees to provide rest periods in 15-minute increments in accordance with the employer's policy. The parties agree that the Fair Labor Standards Act requires that meal and rest periods may not be skipped or saved up in order to allow an employee to leave early or in any other manner modify their assigned work period.

All employees who work fourteen (14) or more consecutive hours will receive a second one-half hour unpaid meal period consistent with Oregon wage/hour laws.

13.7 Meals Provided at Employer's Expense

Under the following terms and conditions, an employee covered under this collective bargaining agreement will receive meal payments when either:

- a. The employee works a scheduled shift of more than four (4) continuous hours beyond their regularly scheduled workday or,
- b. The employee works a voluntary overtime shift of at least twelve (12) hours or more outside of their normal work week as defined in Article 13.3.

Meal payments will be provided at a rate of \$22.00. To receive the payment, the employee must sign up for ACH direct deposit through Accounts Payable. Employees are not eligible for the payment when the meal (excluding simply snacks) is provided by the employer or when the employee does not actually work the minimum required hours. Upon completion of the overtime requirements the department will submit a meal payment request to Accounts Payable.

ARTICLE 14 OVERTIME & ON-CALL

14.1 Overtime Assignment

The City shall have the right to assign overtime as required in the manner deemed to be the most advantageous and consistent with the requirements of the department and of public interest. Overtime hours are not guaranteed, and the City retains the right to assign overtime hours at its discretion.

Overtime work shall be pre-approved. Overtime assignments will first be offered to volunteers, however, if volunteers are not available, the City reserves the right to assign employees to work overtime when an emergent event is declared for reasonable cause. The City shall have the right to distribute overtime. Overtime shall be distributed equally, as is feasible, among regular employees qualified to perform the work required by the overtime assignment.

14.2 Overtime

The City will pay overtime in accordance with the Fair Labor Standards Act. In addition, an employee who through a combination paid leave and hours worked that exceeds 40-hours in a pay week, will be compensated at a rate equal to one and one-half (1½) times the employee's base rate of pay, subject to FLSA requirements. Overtime will be rounded up to the nearest sixth minute (0.1). There will be no pyramiding or duplication of overtime pay.

Overtime will be compensated as pay unless the employee selects compensatory time.

14.3 Compensatory Time

It is understood by the parties that the current regulations of the U.S. Department of Labor applying the provisions of the Fair Labor Standards Act to local governments restricts the circumstances when comp time is allowed.

Compensation for authorized overtime shall be paid unless compensatory time is requested by the employee. Such compensatory time shall be earned at time and on-half and an employee cannot accumulate more than eighty (80) hours of compensatory time off in a fiscal year. When this maximum accumulation is reached, compensation shall take the form of cash payment at the rate of time-and-one-half the employee's regular hourly rate of pay.

Compensatory time off may be taken upon the request of the employee, if the supervisor agrees, based on the operation needs of the department. If compensatory time off is approved and not taken for any reason, the excess overtime shall be paid at the overtime rate.

Accrued comp time shall be paid upon termination for any reason.

14.4 Work in Excess of Regular Scheduled Shift

When the employer requires the employee to work in excess of and continuous with the employee's regular shift, the employee will be paid a rate equal to one and one-half (1½) times the employee's base rate of pay for all hours worked in excess of their regularly scheduled shift, subject to FLSA requirements.

14.5 On-Call Pay

a. Emergency Response Team (ERT):

When an employee volunteers and is designated by the City to be on-call as part of ERT, they will be paid 1.714 hours of overtime or compensatory leave for each 24 hour period of on-call status (usually 12 hours per week). The City reserves the sole right to determine eligibility for on-call assignments. Employees who volunteer will be used for on-call duty to the extent possible.

b. Traffic:

Employees who are in the Traffic Technician and Traffic Signal Electrician classifications with a current Limited Maintenance Electrician (LME), General Journey Electrician License, or Supervising Electrician License position and who are designated by the City to be the Traffic on-call person will be compensated 1.714 hours of overtime for each 24 hour period of on-call status.

c. Building Maintenance:

Employees who are in the Building Maintenance Worker classifications and who are designated by the City to be on-call, will be compensated 1.714 hours of overtime each 24 hour period of on-call status.

d. Assignment Trades:

Employees may trade on-call assignments with the approval of the supervisor.

e. Phone Responses:

The compensated time allocated for on-call time is intended to cover all time spent on the phone responding to requests for service and directing employees to provide service. No additional overtime shall be paid unless the employee is required to return back to work as outlined in section 14.6 under "Call Back".

14.6 Call Back

An employee who is not at work and is then called back to the work site shall be compensated at a rate equal to one and one-half (1½) times the employee's base rate of pay subject to FLSA requirements, for all hours worked or a minimum of two (2) hours, whichever is greater. The City retains the right to assign job responsibilities under a call back situation other than those for which the employee had been initially called back.

Such other responsibilities shall only include such duties as might normally be assigned to individuals in the affected classification. At no time will employees be paid twice for the same hours.

Call-back shall not apply to employees on on-call as specified in "14.5 On-call Pay" unless the employee is required to return to the worksite.

14.7 Emergent Event Compensation

Emergent event compensation refers to all work performed due to a work schedule change with less than twenty-four (24) hours' notice and falling outside of the employee's regular shift. Emergent event compensation hours shall be at a rate of one and one-half (1-1/2) times an employee's base hourly rate throughout a twenty-four (24) hour period which commenced at the beginning of the employee's regular shift. Emergent event compensation hours shall be counted as regular hours paid at time-and-a-half and not overtime hours.

It is in the interest of the City and the Union that an employee work eight (8) hours in one (1) day and forty (40) hours in one (1) week. An employee is not guaranteed to work any time past forty (40) hours in a single work week, even if they would normally be scheduled to work. During an emergent event an employee may be scheduled for forty (40) worked hours by the end of the work week, the City will pay them for forty (40) hours. An employee may request vacation, subject to standard vacation approval rules.

The City retains the right to assign job responsibilities under an emergent event other than those for which the employee had been initially called back. Such other responsibilities shall only include such duties as might normally be assigned to individuals in the affected job title.

ARTICLE 15 HOLIDAYS

15.1 Designations

The following holidays are recognized as guaranteed paid holidays:

Holiday	Day
1. New Year's Day	January 1 st
2. Martin Luther King Jr. Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Juneteenth	June 19 th
6. Independence Day	July 4 th
7. Labor Day	1 st Monday in September
8. Veteran's Day	November 11 th

9. Thanksgiving Day	4 th Thursday in November
10. Day after Thanksgiving	4 th Friday in November
11. Christmas Day	December 25 th
12. Floating Holiday (16 Hours)	Scheduled by mutual agreement between supervisor and employees.

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

Part-time employees shall have holiday hours prorated based on their budgeted FTE status.

Employees shall not be paid for any holiday for which they receive time loss pay as outlined in Article 17.2 Payment of Workers Compensation and Time Loss.

15.2 Floating Holiday

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

15.3 Compensation for Work on a Recognized Holiday

When an employee is required to work on a recognized holiday as outlined in Article 15.1 the employee shall be compensated as follows:

- a. The employee shall receive 8 hours of holiday pay; and
- b. For all hours worked on the recognized holiday, the employee shall be paid at a rate equal to one-half times their base rate of pay.

If the actual recognized holiday falls on a weekend and an employee is required to work on that day, the employee shall be compensated at a rate equal to two times (2X) their base rate of pay for all hours worked on the holiday.

15.4 Holiday Compensation for Non-Workdays

- a. *Non-scheduled Workday:*

If a holiday or observed holiday falls on a day on which the full-time employee is not scheduled to work, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the

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

b. Vacation:

If a holiday or observed holiday happens during an employee's paid vacation period, the employee shall receive holiday pay for the day; and the employee will not be charged vacation leave for that workday.

c. Illness:

If a holiday or observed holiday happens during an employee's paid sick leave or an employee's unpaid protected leave, the employee shall receive holiday pay for the day; and the employee will not be charged sick leave for that day.

d. Unpaid Leave (unprotected):

If a holiday or observed holiday happens during a period in which the employee is on unpaid unprotected leave, the employee shall not receive holiday pay.

e. Workers Compensation Leave:

Employees shall not be paid holiday pay while they are receiving time loss pay under the Workers' Compensation system.

15.5 Holidays for Employees Scheduled to Work More than Eight (8) Hours

When a holiday occurs on a day on which an employee is regularly scheduled to work more than eight (8) hours (such as for an employee working four 10-hour days), and the employee has scheduled paid time off, the employee may choose of one of the following options:

- a. Receive eight (8) hours of holiday pay and charge two (2) hours against any of the employee's accrued leave except sick leave;
- b. Receive eight (8) hours of holiday pay and charge two (2) hours to leave without pay;
- c. Change to a work schedule of five 8-hour days for the entire work week. To select this option, the employee must notify the supervisor at least seven days in advance of the start of the work week and receive the supervisor's approval; or

With the supervisor's approval, work two extra hours during the same work week. Notwithstanding Article 14, Overtime, these extra hours of work will be paid at straight time.

ARTICLE 16 SICK LEAVE

16.1 Accrual

a. *Full-time Employees:*

Employees shall accrue sick leave at the rate of 3.693 per biweekly pay period. Sick leave shall accrue from date of employment. The maximum accrual of sick leave is 960 hours.

b. *Part-time Employees:*

Employees will accrue sick leave on a prorated basis based hours worked during the pay period. For the purposes of this article, leave taken is considered hours worked. Leave will not accrue on overtime hours.

c. *P.W. Seasonal Worker:*

Employees shall accrue 0.0333 hours of sick for each hour worked.

16.2 Utilization and Coding of Sick Leave

Sick leave may be taken because of illness or injury, including medical and dental appointments. Sick leave may be used for illness or injury involving the immediate family (spouse, father, mother, grandparents, stepchildren, brother, sister, or other family members living in the employee's household).

Employees should code the amount equivalent to the time the employee is absent from scheduled duty, provided accrued sick leave is available.

16.3 Illness Verification

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

16.4 Notification

An employee requiring use of sick leave shall notify their immediate supervisor at least twenty (20) minutes prior to the scheduled shift. If the employee is incapacitated to an extent that notification is not reasonably possible, they shall notify the immediate supervisor as soon as possible thereafter. In the case of continued illness, disability, or inability to report to work for any reason, the employee shall notify the immediate supervisor weekly.

16.5 Payment of Sick Leave for Retirement or Disability

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

ARTICLE 17

WORKERS' COMPENSATION

17.1 On-the-Job Injury

The City provides workers' compensation benefits in accordance with state law for all employees for injuries and illnesses arising out of, and in the course of, employment with the City of Springfield. Benefits including time loss, will be administered in accordance with Workers' Compensation Law and Administrative Rules of the Workers' Compensation Department or its successor. Complaints arising under provisions of Workers' Compensation Law or Rule are not subject to the grievance process but are to be addressed through procedures established by the Workers' Compensation Department, State of Oregon, or its successor. The City's supplemental workers' compensation pay in addition to time-loss will be governed by this article.

17.2 Payment of Workers Compensation and Time Loss

When an employee is absent from work because of an on-the-job injury or illness compensable by Workers' Compensation and eligible for Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) benefits (aka "time-loss"), the employee will keep their time loss check and receive their regular paycheck and benefits for the period they are receiving time loss payments up to three hundred and sixty-five (365) calendar days from the date of injury due to the on-the-job injury or occupational illness. For this section, regular paycheck means base wage (including applicable step increases and cost of living adjustments) plus non-worked incentives (certification, education, language, etc.). Overtime and worked on-call pays are excluded.

However, any time loss payments will be deducted from the employee's paycheck and adjusted in the next available payroll cycle, or subsequent paychecks if the employee's paycheck is insufficient to permit recovery.

No sick leave will be deducted from the employee's accruals for the three hundred sixty-five (365) calendar days following the date of injury due to the on-the-job injury or occupational illness or until the date of the claim closure whichever comes sooner. No sick leave or other leave will be deducted from the employee's accruals for any Workers' Comp benefit waiting period.

17.3 Alternative Deductions

If an employee is off work beyond the three-hundred-sixty-five (365) calendar days from the date of injury due to the on-the-job injury or occupational illness, the employee must use accrued leave at (at least) the default level per the chart below and may elect which type of accrued leave to use (i.e. vacation, holiday, compensatory time, and sick leave), in addition to the amount of workers' compensation time loss payments, up to the amount of their regular paycheck. Employees must use paid leave before taking unpaid leave. An

employee must request one of the following leave deductions:

Shift	Default 10%	Option A. 20%	Option B. 30%
12 hour	1.25 hours	2.5 hours	3.75 hours
10 hour	1 hour	2 hours	3 hours
8 hour	1 hour	1.75 hours	2.5 hours

17.4 Employment Status and Benefits during Leave:

During the period of disability and as long the employee is receiving Workers' Compensation time loss payments or is receiving sick leave, holiday, or vacation pay, the employee shall continue to receive all forms of compensation (base wages, step increases, incentive pay, premium pay, all insurance, etc.) and shall accrue sick time, holiday time, and vacation time.

The employee will continue to qualify for health insurance and will be responsible for the employee portion of insurance benefit premiums. In the event an employee's time loss benefits end, but the employee is unable to return to work, that employee may access all leave benefits in order to receive their regular paycheck.

17.5 Denial of Claim:

If an employee's workers' compensation claim is denied by the worker's compensation carrier, the employee's injury or illness will be treated as a non-occupational claim from the date of denial. In the event the denial is reversed by the Workers' Compensation Board or Oregon courts, the employee's sick leave and other paid leave accounts will be adjusted to reflect what they should have received in sick leave and other benefits.

17.6 Modified Duty

In the event of a work- related injury or illness, the City may assign reasonable modified duty consistent with the employee's medical restrictions as determined by their health care provider. If a worker refuses modified duty they will become ineligible for City supplemental pay.

**ARTICLE 18
LEAVES OF ABSENCE**

18.1 Family Medical Leave

The City shall comply with applicable federal and state family and medical leave laws.

18.2 Leave without Pay

Leave of absence without pay may be granted for a specific period, not to exceed one (1) year. During the leave without pay, accrued leave shall be frozen and additional leave will not accrue. Any leave without pay in excess of thirty (30) consecutive calendar days shall result in the seniority dates being adjusted for the period of time on leave except as

otherwise required by state or federal statute.

18.3 Military Leave

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

18.4 Compassionate Leave

In the event of a death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, stepchildren, father-in-law, mother-in-law, grandparents, persons with "in loco parentis" status to the employee and any person residing in the employee's household at the time of death), the City shall grant time off with pay to make funeral arrangements, if necessary, and to attend the funeral. A maximum of five (5) days may be granted if warranted by the situation. Such leave shall not be charged against accumulated sick leave. Leave with pay for up to four (4) hours may be granted when an employee serves as a pallbearer. Upon request of the employee, compassionate leave may be granted for a close relative not listed above, but in any event such request shall not be unreasonably denied.

In some situations, Compassionate leave pay may also be used for Bereavement leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying City-paid compassionate leave and OFLA Bereavement leave run concurrently and count against the employee's OFLA entitlement.

18.5 Witness or Jury Leave

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

18.6 Crime Victims Leave

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

18.7 Domestic Violence Victims Leave

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

18.8 Union Leave

An employee who is elected to a position of responsibility in the Union may be granted a leave of absence without pay for a period not to exceed one (1) year. Such leave, requested

by the Union, shall be contingent upon the operational needs of the department. An employee granted such leave shall have all accrued leave frozen until their return within the year. Leave will not accrue during the unpaid leave of absence.

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

ARTICLE 19 VACATION

19.1 Accrual Rate

Employees shall accrue vacation time at the following rates.

Years/Months Of Service	Hours per Pay Period	Hours per Month Accrual	Annual Hours
1-3 yrs (0-35 mos)	3.693	8	96
4-8 yrs (36-95 mos)	4.615	10	120
9-13 yrs (96-155 mos)	5.231	11.333	136
14-18 yrs (156-215 mos)	6.154	13.333	160
19yrs + (216+ mos)	6.462 + .308*	14 + .667*	168 + 8*

*For each year beyond nineteen (19) and through twenty-four (24).

Part time employees will accrue vacation leave on a prorated basis based on hours worked during the pay period. For the purposes of this article, leave taken is considered hours worked. Leave will not accrue on overtime hours.

19.2 Accrual Cap

Vacation accrual shall be limited to 500 hours. An employee may exceed the maximum accumulation throughout the year so long as the employee's accrued vacation is under the maximum allowance at the pay period end that includes January 1st of each calendar year. Any accrued but unused vacation above 500 hours will be deducted from the employee's vacation balance when accruals process for the pay period end that includes January 1st.

Employees who are in jeopardy of losing accrued vacation leave in excess of their ceiling shall request to take vacation during the calendar year by means of a written request to their supervisor. Such requests shall be made at the beginning of the calendar year so that

the scheduling of alternative vacation times can be considered if necessary due to the operating needs of the department. If a mutually agreeable time cannot be established, employees will be assigned vacation options. Employees, who are unable to take scheduled vacation leave who will exceed their maximum allowed vacation leave time, will be granted an exception for a sufficient period of time to allow for the leave to be taken.

19.3 Vacation Request

Vacation time may be scheduled based on the operational needs of the department. All requests for vacation time off may be submitted up to one (1) year in advance. The City reserves the right to deny a request which may have an adverse effect on its operational needs. Except in an emergency, employees requesting more than 16 hours of vacation shall make their request at least one week in advance. Requests for vacation of 16 hours or less shall be made at the beginning of work on the preceding day. Preference in vacation scheduling shall be by bargaining unit seniority. No reasonable requests shall be denied.

19.4 Termination Payment

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

After six months of employment, employees shall be entitled to payment for unused accrued vacation leave upon separation from the City service, at the rate of pay applicable at the time of separation and not to exceed the 500 hour accrual cap.

ARTICLE 20 BENEFITS

20.1 Medical Insurance

All full-time and part-time employees who are budgeted to work twenty (20) or more hours per week are eligible and required to enroll in the City's Medical Insurance benefits. Employees may also enroll their spouse or domestic partner, children, stepchildren, and children of their domestic partner in plans that provide coverage beyond employee only coverage. The tax treatment for premiums follows the federal and state laws. The City shall continue current medical, vision and dental insurance through the term of this agreement. All employees within the bargaining unit shall only be eligible for the standard insurance plans adopted for this employee group. The coverage begins the first of the month following hire.

Nothing in this section shall be construed as prohibiting the parties from mutually agreeing to an alternative medical and hospital insurance plan. The Union agrees to continue joint efforts with management to explore ways to contain the cost of health insurance coverage. Modifications to insurance plan(s) will be reviewed and considered at the Joint Benefit Advisory Committee according to Article 21.4. The City shall not be required to increase its

contribution on the available health and dental plans, after this contract expires.

The City's total cost share will be 90 percent of the cost for the medical and dental plans. Employees shall pay any portion of the cost share for the selected medical and dental plans for which the City is not obligated as set forth in this section.

20.2 Health Reimbursement Account

The City funds a Health Reimbursement Account (HRA) to offset the annual medical deductible. The HRA runs concurrent with medical plan enrollment for each eligible employee with \$100 per month for single enrollment under the medical plan or \$200 for two-party and family enrollment. HRA funding will be pro-rated for a partial year of employment. Un-used funds roll over annually.

20.3 Wellness Center

Eligible employees and enrolled dependents age four (4) and older that are covered under the City Medical Insurance plan are eligible to use the Wellness Center at no cost to employees and their covered dependents.

20.4 Life Insurance

The City shall provide at no cost to the employee term life and accidental death and dismemberment insurance for each bargaining unit member equal to one times the employee's annual salary. For part time employees budgeted for 20+ hours a week, the benefit will be prorated based upon budgeted FTE annual salary.

20.5 Other Benefits

The City will continue to make the following benefits available to benefit eligible employees covered by this agreement: voluntary participation in a flexible spending account program, long term disability insurance, an employee assistance program, dependent coverage waiver option, voluntary participation in the City's sick leave donation program, and voluntary participation in a voluntary employee beneficiary association (VEBA) subject to IRS rules.

20.6 Carrier/Coverage

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

20.7 Wellness Program

The City may, at their sole discretion, offer wellness programs in addition to the insurance coverage and benefit levels provided under the City's health insurance plan(s). Wellness programs would not reduce benefits and would be voluntary. Initiation or continuation of any wellness program will be at the sole discretion of the

City and may be discontinued in whole or part by the City at any time. The City's participation in wellness programs will not set a precedent.

20.8 FireMed

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

20.9 Retirement

The City agrees to continue to provide a retirement plan for each employee through the Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP) of the State of Oregon. The City will pay the employee's contribution of six percent (6%) of subject salary to the Public Employees Retirement System or Oregon Public Service Retirement Plan consistent with PERS/OPRSP rules and regulation.

ARTICLE 21 COMMITTEES

21.1 Training Committee

The Training Committee shall be made up of six (6) members. Management will choose three (3) representatives of Management. The Union shall choose three (3) members to serve as Union representatives. The Committee shall recommend standards for training and shall keep track of the progress of Trainees. Alternates may attend on behalf of a regular member. A quorum shall consist of two (2) members from each side.

21.2 Labor Management Committee

The parties agree to establish a Labor Management Committee which shall be made up of three (3) management representatives appointed by management and three (3) employees appointed by the Union president. The committee shall establish its own guidelines. The committee will have authority to provide input to management on matters of mutual interest such as:

- a. Methods and means of maximizing productivity and efficiency while minimizing costs;
- b. Maximizing resources, employee morale, and team building;
- c. Furthering the goal of labor-management cooperation;
- d. Methods and means of responding to external changes in service delivery requirement and/or job qualifications.

The committee shall have no authority to discuss grievances, discipline or other complaint processes otherwise stated in this agreement.

The committee shall meet at least every two (2) months for up to four (4) hours at mutually acceptable times and places during regular work hours. Topics for discussion shall be exchanged prior to the meeting and either party may decline to discuss any matter. The committee shall have no authority to amend the terms of the Contract.

21.3 Safety Committee

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

21.4 Joint Benefits Advisory Committee

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

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

ARTICLE 22 GRIEVANCE PROCEDURE

22.1 Grievance Definition

For the purpose of this contract, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this contract, or about an alleged violation of this contract. The Union and the City encourage employees and their supervisors to make every effort to meet and discuss problems and to attempt to settle potential grievances at the earliest possible time. Grievances that do not have a reasonably arguable basis for stating a violation of this agreement are expressly discouraged.

22.2 Time Limits and Procedures

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

the next working day.

For purposes of this Article, "days" shall mean calendar days.

22.3 Informal Procedure

Except in cases of documented discipline, disputes arising on behalf of multiple employees or the entire bargaining unit, an employee is encouraged to discuss the subject matter of a grievance with the employee's immediate supervisor. The employee may request the assistance of a union representative for this procedure.

22.4 Formal Procedure

If resolution is not reached in the Informal Procedure, the union who wishes to pursue a grievance will do so under the following procedure.

Step 1:

The Union shall within thirty (30) days of the date the grievant knew or should have known that a grievance existed present the grievance in writing to the Human Resources department and shall include the following information:

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

Within fourteen (14) days thereafter, the grievant, with Union representation, and their supervisor shall confer at Step 1 in an attempt to resolve the grievance. Either party may request that a Union representative be present for the conference. The employee's supervisor shall issue a written reply within fourteen (14) days of the Step 1 meeting.

Step 2:

If the grievance is not resolved at Step 1, the grievant shall within fourteen (14) days of the supervisor's response, notify Human Resources in writing of their intent to move the grievance to Step 2. The grievant, Union representative, the local representative, and the division director, or designee, will meet within fourteen (14) days of the notification in an attempt to resolve the grievance. The department director shall issue a written reply to the Union and the employee within fourteen (14) days following this meeting.

The Union may initiate a grievance at step 2 if the grievance involves either a group of employees, the entire bargaining unit, or is related to a termination and the grievance is submitted within thirty (30) days from the date the employee(s) were or should have been aware that a grievance existed.

Step 3:

If the grievance is not resolved at Step 2, the Union shall within fourteen (14) days of the director's response, notify Human Resources in writing of their intent to move the grievance to Step 3. Within fourteen (14) days, the employee, a union representative, local representative, division director, human resources, and the City Manager will meet in an attempt to resolve the grievance. The City Manager shall render a written decision within fourteen (14) days after the meeting.

Step 4:

If the grievance is still not resolved, it may be submitted within fourteen (14) days to an Arbitrator.

22.5 Arbitrator Selection

A list of seven (7) Oregon Arbitrators that on the AAA list shall be obtained from the State Mediation and Conciliation Service of the Employment Relations Board. Upon receipt of the list of Arbitrators, final selection shall be made by the parties alternately striking one name from the list until one name remains. The order of striking shall be determined by a coin toss.

22.6 Arbitrator Authority

The selected Arbitrator shall begin the hearing as soon as possible and shall render a decision within thirty (30) calendar days of the hearing. The powers of the Arbitrator shall be limited to interpreting this Agreement and determining if it has been violated, and they shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. The Arbitrator's decision shall be final and binding on the parties.

The cost of the Arbitrator shall be borne by the losing party as determined by the Arbitrator. Each party shall be responsible for the costs of presenting its own case to arbitration. If, however, either party desires a verbatim transcript of the arbitration proceeding, it may cause such a record to be made, providing the requesting party pays for the transcript and makes copies available to the other party and the Arbitrator.

22.7 Waiver

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

22.8 Termination and Representation

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

ARTICLE 23 DISCIPLINE & DISCHARGE

23.1 Discipline

No regular employee may be disciplined or discharged except for just cause. The City and the Union agree that Personnel Rules relating to discipline and discharge shall apply to members of the AFSCME bargaining unit unless they are inconsistent with specific provisions of the parties' collective bargaining agreement, including the requirement for just cause for any disciplinary action.

Coaching: Coaching is not discipline and may not be disputed through the grievance process. Coaching is a less formal means of resolving issues related to daily operations, interpersonal conflicts, and minor matters of improper conduct. Coaching documents are not placed in an employee's personnel file; however, they may be maintained in the supervisory file and may be mentioned in the next yearly evaluation. Employees may provide a written rebuttal to the coaching within ten (10) calendar days of the coaching. Upon request, an employee may review and request copies of coaching documents in the employee's supervisory file.

23.2 Probationary Employees

An employee in their initial probationary period (as defined in Article 9.1 Initial Probation Period) may be discharged with or without cause and such discharge shall not be subject to the grievance process.

23.3 Notice of Discipline and Discharge

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

23.4 Issuance of Corrective Actions

All discussions and documentation related to this corrective action plan will be treated with the utmost confidentiality and will not be shared with parties not directly involved in the process. Written documentation of disciplinary actions will be given to the employee in a private manner.

23.5 Just Cause Standard

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- a. The employee shall be warned of the consequences of their conduct, unless the conduct is so serious that the employee is expected to know it will be punishable.
- b. The City's rule or order must be reasonably related to efficient and safe operations.

- c. Did the City conduct a reasonable investigation before administering discipline?
- d. Was the investigation fair and objective?
- e. Did the investigation produce substantial evidence of guilt?
- f. Were the rules, orders and penalties applied evenhandedly and without discrimination?
- g. Was the penalty reasonably related to the seriousness of the offense and the employee's past employment record?

23.6 Due Process

In the event the City believes an employee may be subject to discipline resulting in an economic sanction, including termination, the following procedural due process shall be followed:

- a. The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline;
- b. The employee shall be notified, in writing, of the disciplinary sanctions being considered;
- c. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;
- d. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

ARTICLE 24 PERSONNEL FILES

24.1 Inspections

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

24.2 Staleness of Personnel Records

Specific disciplinary actions contained in the Personnel files shall not be considered in

current promotional or disciplinary actions, as long as no recurrence of the same or similar activity occurs within two (2) years of the original disciplinary action but may be used for arbitration or civil proceedings for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice of rule, the existence of mitigating circumstance with legal obligation.

24.3 Adverse Material

Any adverse material, used to determine an employee's eligibility for a step increase, promotion, or to justify disciplinary action shall be brought to the employee's attention within two (2) weeks of the City's knowledge. Any such material must be dated and signed by the employee to acknowledge notice before it is placed in the employee's personnel file. Employees shall have the right to rebut any adverse material placed in the file.

ARTICLE 25 GENERAL PROVISIONS

25.1 Substance Abuse

The Alcohol and Controlled Substances Testing Policy shall be enforced in accordance with City Administrative Regulations.

25.2 Outside Employment

The City is the primary employer for its employees. Whenever an employee obtains outside employment while an employee of the City, the employee shall notify their Department Director prior to beginning the outside employment. Outside employment shall not detract from the efficiency of the employee's City duties, nor shall it present a conflict of interest or otherwise damage the job related credibility of an employee or the City.

25.3 Savings Clause

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

25.4 Strikes & Lockouts

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

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

25.5 Existing Benefits

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

**ARTICLE 26
TERMINATION**

This Agreement shall be effective as of the 1st day of July, 2024 and shall remain in full force and effect until the 30th day of June, 2027. It shall be automatically renewed from year-to-year thereafter. , unless either party gives the other notice in writing, no later than December 3, 2026, that it desires to modify, amend, add to or delete any of the provisions of this agreement.

In witness thereof, the parties have executed this agreement, this 9th day of September, 2024.

City of Springfield:

BY: Nancy Newton
Nancy Newton, City Manager

Brian Conlon
Brian Conlon, DPW Operations Director

Chaim Hertz
Chaim Hertz, Human Resources Director

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

BY: Heath Dilley
Heath Dilley, AFSCME President

Steven Cornelius
Steven Cornelius, AFSCME Bargaining
Team

Troy Olsen
Troy Olsen, AFSCME Bargaining Team

Brian Wilson
Brian Wilson, AFSCME Bargaining Team

Monica Bielski Boris
Monica Bielski Boris, Council 75
Representative

**AFSCME, Local 1148, and the City of Springfield Collective Bargaining
Agreement
July 2024 – June 2025**

Exhibit A – Classifications and Salary Schedules

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
400	Hourly	\$19.00						
P.W. Seasonal Worker	BiWkly	\$1,520						
401	Hourly	\$19.95						
P.W. Lead Seas. Worker	BiWkly	\$1,596						
410	Hourly	\$18.10	\$19.01	\$19.96	\$20.96	\$22.01	\$23.11	\$24.27
Custodian I	BiWkly	\$1,448	\$1,521	\$1,597	\$1,677	\$1,761	\$1,849	\$1,942
	Yearly	\$37,648	\$39,541	\$41,517	\$43,597	\$45,781	\$48,069	\$50,482
412	Hourly	\$19.96	\$20.96	\$22.01	\$23.11	\$24.27	\$25.48	\$26.75
Custodian II Security attendant	BiWkly	\$1,597	\$1,677	\$1,761	\$1,849	\$1,942	\$2,038	\$2,140
	Yearly	\$41,517	\$43,597	\$45,781	\$48,069	\$50,482	\$52,998	\$55,640
415	Hourly	\$23.11	\$24.27	\$25.48	\$26.75	\$28.09	\$29.49	\$30.96
Operations Maint Attd	BiWkly	\$1,849	\$1,942	\$2,038	\$2,140	\$2,247	\$2,359	\$2,477
	Yearly	\$48,069	\$50,482	\$52,998	\$55,640	\$58,427	\$61,339	\$64,397
416	Hourly	\$24.27	\$25.48	\$26.75	\$28.09	\$29.49	\$30.96	\$32.51
P.W. Technician I	BiWkly	\$1,942	\$2,038	\$2,140	\$2,247	\$2,359	\$2,477	\$2,601
	Yearly	\$50,482	\$52,998	\$55,640	\$58,427	\$61,339	\$64,397	\$67,621
417	Hourly	\$25.48	\$26.75	\$28.09	\$29.49	\$30.96	\$32.51	\$34.14
Data Mgmt Specialist Mechanic I	BiWkly	\$2,038	\$2,140	\$2,247	\$2,359	\$2,477	\$2,601	\$2,731
	Yearly	\$52,998	\$55,640	\$58,427	\$61,339	\$64,397	\$67,621	\$71,011
418	Hourly	\$26.75	\$28.09	\$29.49	\$30.96	\$32.51	\$34.14	\$35.85
Bldg Maint. Worker P.W. Technician II Traffic Technician I	BiWkly	\$2,140	\$2,247	\$2,359	\$2,477	\$2,601	\$2,731	\$2,868
	Yearly	\$55,640	\$58,427	\$61,339	\$64,397	\$67,621	\$71,011	\$74,568
419	Hourly	\$28.09	\$29.49	\$30.96	\$32.51	\$34.14	\$35.85	\$37.64
Traffic Technician II Infrastructure System Spec	BiWkly	\$2,247	\$2,359	\$2,477	\$2,601	\$2,731	\$2,868	\$3,011
	Yearly	\$58,427	\$61,339	\$64,397	\$67,621	\$71,011	\$74,568	\$78,291
420	Hourly	\$29.49	\$30.96	\$32.51	\$34.14	\$35.85	\$37.64	\$39.52
Traffic Technician III P.W. Technician III Mechanic II	BiWkly	\$2,359	\$2,477	\$2,601	\$2,731	\$2,868	\$3,011	\$3,162
	Yearly	\$61,339	\$64,397	\$67,621	\$71,011	\$74,568	\$78,291	\$82,202
421	Hourly	\$30.96	\$32.51	\$34.14	\$35.85	\$37.64	\$39.52	\$41.50
P.W. Crew Chief Mechanic III	BiWkly	\$2,477	\$2,601	\$2,731	\$2,868	\$3,011	\$3,162	\$3,320
	Yearly	\$64,397	\$67,621	\$71,011	\$74,568	\$78,291	\$82,202	\$86,320

422	Hourly	\$32.51	\$34.14	\$35.85	\$37.64	\$39.52	\$41.50	\$43.58
Traffic Crew Chief	BiWkly	\$2,601	\$2,731	\$2,868	\$3,011	\$3,162	\$3,320	\$3,486
Subsurface Crew Chief	Yearly	\$67,621	\$71,011	\$74,568	\$78,291	\$82,202	\$86,320	\$90,646
423	Hourly	\$34.14	\$35.85	\$37.64	\$39.52	\$41.50	\$43.58	\$45.76
Mechanic Crew Chief	BiWkly	\$2,731	\$2,868	\$3,011	\$3,162	\$3,320	\$3,486	\$3,661
	Yearly	\$71,011	\$74,568	\$78,291	\$82,202	\$86,320	\$90,646	\$95,181
424	Hourly	\$35.85	\$37.64	\$39.52	\$41.50	\$43.58	\$45.76	\$48.05
Traffic Signal Electrician I	Monthly	\$2,868	\$3,011	\$3,162	\$3,320	\$3,486	\$3,661	\$3,844
	Yearly	\$74,568	\$78,291	\$82,202	\$86,320	\$90,646	\$95,181	\$99,944
425	Hourly	\$37.64	\$39.52	\$41.50	\$43.58	\$45.76	\$48.05	\$50.45
Traffic Signal Electrician II	BiWkly	\$3,011	\$3,162	\$3,320	\$3,486	\$3,661	\$3,844	\$4,036
	Yearly	\$78,291	\$82,202	\$86,320	\$90,646	\$95,181	\$99,944	\$104,936
426	Hourly	\$39.52	\$41.50	\$43.58	\$45.76	\$48.05	\$50.45	\$52.97
Traffic Signal Electrician III	BiWkly	\$3,162	\$3,320	\$3,486	\$3,661	\$3,844	\$4,036	\$4,238
	Yearly	\$82,202	\$86,320	\$90,646	\$95,181	\$99,944	\$104,936	\$110,178