Collective Bargaining Agreement Between:
The City of Springfield, Missouri
and
International Brotherhood of Electrical
Workers AFL-CIO Union Number 753,
Exclusive Representative of Limited
Employees in the Professional,
Administrative, and Technical (PAT)
Employee Group

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Article I: Collective Bargaining Agreement

This Collective Bargaining Agreement (CBA) sets forth the results of completed negotiations between the City of Springfield, Missouri ("City") and the Bargaining Unit (as defined in Article VI) within the Professional, Administrative, and Technical (PAT) which is represented by the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("Union").
Article II: Purpose of Agreement

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, hours, rules, and other conditions of employment, for certain employees of the City, have agreed that this Agreement records the results of completed negotiations.
**Article III: Efficiency and Loyalty**

The City and the employees recognize that public acceptance of our performance and service is paramount for harmonious community relations. The employees and the public have an obligation to each other since economic and social well-being of the community is in part dependent upon the public works services furnished by the City. The City, the employees, and the community will benefit by attempting to settle differences by a balanced best interest approach.
Article IV: Severability

If any provision of this Agreement is in violation of or conflicts with any City Ordinance, the City Charter, or any State or Federal law now in effect or hereinafter to become effective, the remainder of the Agreement shall not be affected thereby.

However, the parties agree to meet as soon as possible and negotiate a replacement clause for that portion determined to be in violation of City Ordinance, State, or Federal law.
Article V: Equal Employment Opportunity /ADA/FMLA

The parties recognize the need for compliance with applicable state and federal law, including but not limited to, the Americans with Disabilities Act (ADA) and the Family & Medical Leave Act of 1993 (FMLA).

The City and the Union will not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, status as a qualified individual with a disability, religion, sexual orientation, gender identity, status as a protected veteran, or national origin, including any obligation to reasonably accommodate a qualifying disability under the ADA.

In addition, neither the City nor the Union shall interfere with the right of employees covered by this CBA to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.
Article VI: Duration and Termination

This CBA shall take effect as of July 1, 2021, and shall continue in full force and effect to and including June 30, 2024, and the City and the Union shall meet at least ninety (90) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, the parties agree to meet in good faith with the intent to reach an agreement.

This CBA shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

It is understood that changes mutually agreed to in writing by the authorized representatives of the parties may be made at any time provided that the same is ratified by the Union and City Council if required.
**Article VII: Recognition**

Definition of Bargaining Unit. As certified by the Missouri State Board of Mediation on April 6 2017, and as further understood by the parties to this CBA, the Unit described below employed by the City of Springfield Missouri, selected Local 753 International Brotherhood of Electrical Workers, AFL-CIO, as their exclusive bargaining representative in Public Case No. R 2017-012.

Bargaining Unit: All classifications shown on the inclusions list certified as of April 6 2017, by the State Board of Mediation (and any subsequent additions or changes thereto) working in the City of Springfield Environmental Services and Public Works Departments on the Professional Administrative & Technical (PAT) salary schedule; excluding all classifications at the City not shown on the certification, including exclusion of, all probationary, contract, provisional, emergency and temporary employees of the City; all employees on the Professional, Administrative & Technical (PAT) salary schedule, including supervisory employees, not listed on the certification; and all employees of the LES, FPS, DHS and CTL (union and non-union) Employee Groups and Salary Schedules of the City. The Bargaining Unit shall also incorporate any future changes to the definition of bargaining unit that are certified by the State Mediation Board.

The classifications included in the certification at the time of this Agreement are as follows:

**Environmental Services:**
- Assistant Wastewater Video Technician
- Collection Center Technician
- Inflow & Infiltration Technician
- Maintenance Engineering Technician
- Plant Operator Trainee
- Plant Operator II
- Plant Operator III
- Senior Street & Sewer Const. Inspector
- Senior Inflow & Infiltration Technician
- Wastewater Video Technician
- Water Pollution Control Inspector II

**Public Works:**
- Mapping & Reprographics Technician
- Senior Street & Sewer Const. Inspector
- Signal Crew Worker
- Signal Technician
- Street & Sewer Const. Inspector
- Traffic Technician I
- Traffic Technician II
- Senior Signal Technician
Collection System Monitoring Technician

The City recognizes the Union as the exclusive bargaining representative of all employees within the Bargaining Unit. This Agreement shall be binding upon the City of Springfield, MO and upon all employees in the above designated Bargaining Unit.
**Article VIII: Union Security – Checkoff**

**Section 1. New Hires**

In early February and in early August, the City will provide a report to the Union containing the names of all employees hired into positions that will fall within the Bargaining Unit once the applicable probationary period has ended. In addition to the name of each such employee, the list will also include the employee number, job classification, salary grade, and department that the employee is assigned to. Additionally, as part of its new hire process, the City will provide to new hires, whose position will fall within the bargaining unit once an applicable probationary period has ended, a document provided by the Union and mutually agreed upon by the City, stating that absent instruction from the new hire, the City will share his or her address with the Union.

**Section 2. Dues Deduction**

Employees in the Bargaining Unit may authorize payroll deductions for the purpose of paying Union dues. Upon the Union providing an employee’s appropriate written authorization to the City, the City will deduct from the employee’s paycheck, bi-weekly (or every other week), Union dues, in a specific dollar amount of dues in effect at that time. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to the Union providing said authorization to the City of an authorized dues deduction. The City agrees that it shall accept the dues authorization in either hard copy or electronic format. The current agreed to written authorization is attached to this Agreement as Exhibit A. The Union shall also provide to the City a spreadsheet, mutually agreed to, summarizing the authorized deductions in a specific dollar amount for each employee.

In early February and in early August, the City will provide a report to the Union containing the names of all employees currently within the Bargaining Unit, their employee number, current job classification, pay rate, and salary grade.

If the Union presents the City with information setting forth different amounts to be withheld for dues, and that information is provided by the fifteenth (15th) day of the preceding calendar month, then the City will change the specific dollar amount of dues to be deducted during the first payroll of March and September.

An employee may begin having dues deducted at the beginning of any calendar month provided that the City receives the appropriate written authorization described herein by the fifteenth (15th) day of the preceding calendar month, and provided that the Union notifies the City of the specific dollar amount of dues in effect at that time and includes the specific dollar amount on the dues deduction form.
An employee who is paying Union dues pursuant to a written authorized deduction by the employee as of the date of this Agreement, or who begins to pay Union dues pursuant to a written authorized deduction thereafter, shall continue to do so unless revoked by written notification from the employee to the Union. The Union will indemnify, defend and hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability or cost, including attorney fees that may arise out of or be the reason of action taken by the City in making payroll deductions.

No employee shall be discharged or discriminated against by the City or the Union because of the exercise of his or her freedom to join or refrain from joining the Union; nor shall any person or group of persons, by intimidation or coercion, compel or attempt to compel any employee to join or refrain from joining the Union.
**Article IX: No Strike – No Lockout**

It is agreed that during the life of the Agreement there shall be no lockout on the part of the City and no strike, work stoppage, concerted sick leave action, slowdown, or other interruption of work on the part of the Union, or employees within the Bargaining Unit, during the term of this Agreement.

The Union and the employees within the Bargaining Unit will not encourage, sanction, or approve any strike, work stoppage, concerted sick leave action, sympathetic action, slowdown or other interruption of work during the life of this Agreement. On the contrary, upon written notification by the City, the Union will actively discourage any job action (including strikes, work stoppages, sick leave action, sympathetic action, slowdowns, or other interruptions of work), and will within three (3) hours of written notice from the City, confront any members engaged in any overt or threatened display of such job action, state to the employees (with a written copy of said notice provided to the City), that such job action is unauthorized, and inform said members that they may be subject to disciplinary action by the City.
Article X: Management Rights

The City retains all rights with respect to decisions and actions affecting the operation and management of the City. Within the scope of authority delegated by the City, Management rights shall include but not be limited to, the right to:

A. Hire, promote, transfer, assign, suspend, demote, and discipline, up to and including discharge for just cause, provided the same is conducted in accordance with the Merit Rules and City Charter;

B. To increase or decrease the work force;

C. To determine and implement the methods, means, personnel, and schedules by which the efficiency of the City's operations are to be maintained;

D. To establish, revise, and implement safety and health standards;

E. It is the general policy of the City to continue to utilize Bargaining Unit employees to perform work they presently perform. If, in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the Union in advance and meet and discuss with the Union alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the Union if the City determines that no other reasonable alternatives exist;

F. To discontinue any and all parts of its operations;

G. To transfer work within the Bargaining Unit;

H. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and implementation of same;

I. Assign any employees to such duties (subject to sufficient qualifications) for such time period as Management deems necessary;

J. To establish, eliminate or modify new or existing job classifications and job descriptions;

K. Adopt and enforce any rules, regulations, policies, and procedures governing the conduct of its work force; provided, however, such rules, regulations, policies, and procedures shall be uniformly and equitably enforced;

L. To require employees to receive an FDA approved, Covid-19 vaccination as a condition of continued employment, provided that exceptions shall be provided for employees with
valid medical reasons for not taking the vaccine or who have a sincerely held religious belief that prevents the employee from receiving the vaccine. Should the City decide that it intends to exercise this management right, it will first notify the Union and meet and discuss with the Union to discuss the proposed action as well as any possible alternatives. This management right shall sunset as of June 30, 2022. However, the City shall have the right to negotiate the re-inclusion of this management right at any future negotiations, including wage reopeners.

M. None of the foregoing expressed rights of Management are to be exercised in contradiction to the other parts of this Agreement.

The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," other City Ordinances, and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA. The Union further recognizes Department Policies & Procedures in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, other City Ordinances, the Charter, or policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining.
Article XI: Union Stewards and Representation

Section 1. Union Stewards

The City recognizes the right of the Union to designate Stewards under the terms of this Agreement. The City agrees to recognize up to four (4) employees within the Bargaining Unit to serve as Stewards. The Steward, as a representative of the Union, shall be instructed as to the nature of their responsibilities both in representing the employees to the City and in interpreting the provisions of this Agreement to the employees. There shall be no discrimination by the Employer against the Stewards because of their performance of duties as Steward.

Stewards shall perform their functions on non-working time whenever possible. However, the parties recognize this will not always be possible or desirable. When circumstances compel that the Steward perform their functions on working time, they will do so in such a manner as not to unreasonably conflict with either their own duties or the duties of others. In all cases, during working hours, the Steward shall inform the Department Head of where they are going and the grievance which is involved and obtain permission before leaving their own work assignment or interrupting the work of another employee. Any steward acting as a member of the bargaining unit’s observer during that member’s grievance or disciplinary hearing, shall not be required to use personal leave provided that the amount of time spent for such activities does not exceed four (4) hours per month. For any additional time needed per month, the use of personal leave by the employee shall be required.

Stewards may be called upon to attend Steward training which may require their absence from duty with the City. Any Steward may be allowed up to eight (8) hours per calendar year to attend any such training provided that the full eight hours occurs in one day; the Steward provides at least seven (7) calendar days’ notice; and provided that permission is granted by a proper representative of the City. Any such absence will be without pay. The Union recognizes that a Steward’s absence may have a detrimental impact on the ability of a City crew to perform work functions, and therefore, the Union agrees to schedule Steward training outside of normal work hours when reasonably possible.

Section 2. Payment During Negotiations

The City shall pay no more than four (4) employees, as designated by the Union, during negotiations. The Union shall bear the responsibility of compensating any additional employees it wishes to have attend negotiations. Additionally, if the Union wishes to have more than four employees participate, the Union agrees it will confer with the City and mutually agree to any number in excess of four employees so that operations are not effected.
Any employee attending a negotiation session shall request and receive permission from their supervisor before attending. Payment for all negotiations or discussions will be for normal scheduled pay only and such hours shall not be included for overtime purposes.

The employee will normally be paid for negotiations on the basis of up to one-half (1/2) hour before the scheduled start of any session and continuing up to one-half (1/2) hour following the end of any session, less any meal times taken during any session, but in no event for more than six (6) hours per day and then only for such part falling within the employee’s normal work day.
Article XII: Union Representatives and Bulletin Boards

Section 1. Access to Premises

Authorized representatives of the Union shall have reasonable access to the work locations of the City before or after shifts, or during non-working hours, provided such access does not interfere with the efficient operation of the City, and the Director of Human Resources is notified of entry to the work locations.

Section 2. Bulletin Board

The City shall provide bulletin boards at mutually agreed to locations in areas accessible to all members for the purpose of posting Union notices and other relevant information. Any and all postings shall comply with any and all City notices, memorandums, policies, or rules, related to appropriate and acceptable content as issued by the City, and as may be amended from time to time.
Article XIII: Labor-Management Meetings

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held from time to time between the Union and the City. Such meetings will be held up to four (4) times per year. Should either party desire a meeting, it should request a meeting at least seven (7) days in advance, and the meeting shall be held at a time so as to not negatively impact work activity and efficiency. Regardless, should a matter of significance arise that both parties mutually agree warrants a special meeting, a special meeting will be held.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed at labor-management meetings.

Up to two (2) stewards appointed by the Union, and knowledgeable in the respective area to be discussed, may attend any labor-management meeting without loss of pay (for up to two (2) hours) if the meeting is scheduled during the member’s normal duty time. Supervisors shall approve the absence except in emergency situations.
Article XIV: Employee Benefits

Section 1. Court Appearance

An employee within the Bargaining Unit will be allowed to be absent for actual time required while appearing in response to a subpoena by any court provided that the employee has adequate leave and provides at least seven (7) calendar days' notice to his or her supervisor. Documentation of the subpoena may be required by the supervisor in his or her discretion.

Any time an employee is required to appear in court at the request of the Attorney for the City of Springfield, the employee will be paid at the applicable wage rate.

Section 2. Employee's Injuries and Disabilities

If an employee within the Bargaining Unit is injured while on duty, the City will work with the employee to return the employee to work in the same classification with the same seniority rights; provided, that there is no break in service and provided that such employee is physically able to return to the same work.

Section 3. Licensing and Certification Benefits

An employee within the Bargaining Unit who is required to have a Missouri Commercial Driver's License (CDL) to operate a City vehicle as part of their required job duties, and an employee who is required to have professional licensures or professional certifications that are job related and required as part of their job duties, will be reimbursed for the cost of acquiring a CDL, professional licensure, or professional certification if acquired after the first date of employment with the City, and will be reimbursed thereafter for any additional required endorsement or renewal thereof regardless of when their CDL, professional licensure, or professional certification was first acquired. It is understood by both parties that this provision does not require the City to reimburse any employee for the cost of a state issued driver's license.

Section 4. Cold Weather/Inclement Weather Gear

In addition to the parameters of Administrative Memorandum No. 25, Clothing Allowance, employees performing job assignments outdoors during the winter months, or during inclement weather, will be eligible for City issuance of insulated outer-wear or foul weather gear upon initial employment and thereafter, as needed, due to normal circumstances necessitating replacement.
Article XV: Wages

The economic package for the Union (IBEW Local 753) for Fiscal Year 2022 shall include:

(a) Effective during Fiscal Year 2022, the City will fund the Merit Steps for all Salary Grades associated with the Union classifications within the bargaining unit and contained in the Professional, Administrative, and Technical (PAT) Employee Group and respective salary schedule.

(b) Effective July 4, 2021, with a corresponding pay date of July 22, 2021, the City will create a new Step 10 for all Salary Grades within the Bargaining Unit contained in the Professional, Technical, and Administrative (PAT) salary schedule that will include a base amount of two and one half percent (2.5%) increase above the base amount of the previous top step (Step 9).

(c) Effective July 4, 2021, with a corresponding pay date of July 22, 2021, the City shall provide a two percent (2%) occupational series market pay increase to the base pay rate for bargaining unit classifications assigned to the Plant Operations Occupational Group.

(d) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2022. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.

(e) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2023. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.

Section 1. Mileage Reimbursement:

The City will pay guaranteed mileage reimbursement at the then current IRS rate for use of a personal vehicle when responding to an emergency call in.
Article XVI: General Work Provisions

Section 1. Out of Title Review

If an employee acts in a classification higher than his or her present classification, other than as supervisor, in excess of sixty percent (60%) of his or her regular work hours in any twelve (12) month period, he or she may request a review of the out-of-title appointment.

Section 2. Trading of Shifts

A shift employee may occasionally trade shifts with another shift employee in the same classification, upon prior approval by the supervisor(s) involved; provided, that no additional overtime payment results due to this trade.
Article XVII: Merit Rules, Administrative Memorandums, and Department Policies/Practices

The City Charter, Ordinances, Merit Rules, Administrative Memorandums, and departmental policies and procedures for the City of Springfield, all as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control so long as the contrary provision is not a City Charter provision. If an Ordinance, Merit Rule, City Administrative Memorandum, or departmental policy or procedure is changed by the City during the term of this Agreement that affects this Agreement, the City will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations. Should the City and the Union not reach agreement on any change that affects this Agreement, the parties understand that Article XIX, Dispute Resolution Grievance Procedure, shall apply.
Article XVIII: Distribution of Discipline

Allegations of behavior or conduct that may warrant dismissal, demotion, suspension, or reduction in compensation, will first be addressed with a pre-disciplinary letter to the employee followed by a pre-disciplinary hearing. The pre-disciplinary letter to the employee will include relevant information including facts, alleged violations, and potential consequences.

A copy of the final signed pre-disciplinary letter must be forwarded to the attention of the Director of Human Resources to be included in the employee’s personnel file.

The employee must be given twenty-four (24) hours’ notice from the time the letter is delivered until the time the employee’s pre-disciplinary hearing is held. The employee is entitled to bring an individual of their choice to the meeting to act as an observer. The meeting will not be delayed in the event the individual whom the employee chose is unable to attend. An employee may elect to submit a written response to the allegations rather than attend the pre-disciplinary meeting.

After the pre-disciplinary hearing, the City will make a determination as to whether discipline will be imposed. An employee who is disciplined may grieve the discipline as addressed separately in Article XX, entitled “Discipline Grievances.”
**Article XIX: Dispute Resolution Grievance Procedure**

**Section 1. Definition of a Grievance**

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excludes discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article XX.

Grievances may be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the employee, or one (1) employee representing a group of employees, present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure upon his or her request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the employees seeks a similar type of remedy.

A grievance shall contain a statement of the Union’s position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

**Section 2. Timeliness**

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or the Union) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

**Section 3. Informal Dispute Resolution**

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his or her immediate supervisor. The employee shall make his or her complaint to his or her immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his or her assigned work task, and complain later. The Union may initiate grievances at Step 1 described in Section 5.
Section 4. Grievance Handling

No employee or Union representative shall leave his or her work assignment to investigate, file or process grievances without first securing permission of his or her supervisor. In the event of a grievance, the employee shall always perform his or her assigned work task and grieve his or her complaint later, unless the employee reasonably believes that the assignment endangers his or her immediate safety or the safety of others. Grievances shall not be investigated by the employee or the Union during working hours unless mutually agreed to by the City and the Union.

Section 5. Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the Union shall decide whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the City’s designated representative for handling grievances, for the department applicable to the employee, no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. If the Union decides to skip Informal Dispute Resolution, then it shall present a written grievance to the Department’s designated representative within the time frame outlined in the “Timeliness” section above. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the City’s representative or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The City’s representative shall respond in writing to the grievant and the Union representative within five (5) calendar days following the meeting. If the City does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the City’s representative to the appropriate Department Director or designee. Within ten (10) calendar days thereafter, the Department Director or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department Director or designee shall respond in writing to the grievant and the Union within ten (10) calendar days following the meeting.
Step 3:

If the Union is not satisfied with the response of the Department Director or designee, it may either file a written request for arbitration or request that the Human Resources Director (or his or her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union’s request. Within ten (10) calendar days of receiving the Human Resource Director’s decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held at the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding upon the arbitrator. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator’s fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Section 6. Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific
provisions of this Agreement as submitted to him or her by the parties and shall have no authority to make a decision on any issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable Federal or State law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator’s interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Article shall be final and binding.

**Section 7. Grievance Processing and Time Limits**

A. Up until an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.
**Article XX: Discipline Grievances**

If a member of the bargaining unit is disciplined by being discharged, demoted, suspended without pay, or subject to reduction in compensation, and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit System Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide: (1) whether to appeal the discipline and request a hearing before the Personnel Board; or (2) waive in writing his or her right to an appeal and hearing before the Personnel Board and instead, request a final decision from the City Manager. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days from the date the option for hearing was waived. If the employee is not satisfied with the City Manager’s decision resulting from either of these two options, then he or she may file a grievance with the Union or pursue his or her right of appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager’s decision. If a grievance is filed, the Union will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Section 5, Step 4 and Section 6 of Article XIX, entitled “Dispute Resolution Grievance Procedure”. If the Union declines to arbitrate the grievance, the employee may nevertheless retain his or her right to appeal the decision to Circuit Court. An arbitrator’s decision will be final and binding. An employee whose disciplinary grievance is advanced to arbitration must waive in writing his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo.
Article XXI: Ratification By Union

The City shall have no obligation to submit a proposed agreement to the City Council until the Union has certified to the City that the majority of its members within the Bargaining Unit have ratified the proposed agreement.
Article XXII: Approval of the Agreement

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union and on behalf of the City's bargaining team.
IBEW LOCAL UNION NUMBER 753

Date: 6/29/2021

By: [Signature]
Tony Parrish, IBEW Business Manager

Name Printed: Tony Parrish

THE CITY OF SPRINGFIELD, MO

Date: 6/30/21

By: [Signature]
Jason Gage, City Manager

Name Printed: Jason Gage

Approved as to form:

[Signature]
City Attorney or designee
EXHIBIT A

IBEW Local Union No. 753 – AUTHORIZATION FOR CHECK-OFF FROM WAGES

I, ____________________________, do hereby freely and affirmatively consent, authorize, and direct the City of Springfield to deduct from my wages and transfer to IBEW Local Union No. 753 ("Local 753" or the "Union") all dues, fees and assessments properly due and payable pursuant to the terms of the Collective Bargaining Agreement and Union By-Laws. These amounts to be deducted shall be amounts currently in effect pursuant to the terms of the collective bargaining agreement or By-Laws of the International Brotherhood of Electrical Workers Local 753 or whatever amounts may be hereafter established under future CBAs or By-Laws of Local 753, with such amounts being stated in writing to the City of Springfield by the Union.

This authorization is voluntarily made by me, knowingly and freely, and with the specific understanding that the signing of this authorization, or the refraining from signing any authorization, is not a condition of my present or future employment with the City of Springfield, nor is it conditioned on my present or future membership in the Union.

This authorization and assignment shall be freely revocable by me. To terminate this authorization, I must provide written notice to my employer and the Union. This authorization shall automatically renew itself annually.

_________________________________________  ________________________________________
Employee Number                                      Employee Name - Print

_________________________________________
Signature

_________________________________________
Date
FIRST AMENDMENT TO JULY 1, 2021, COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753,
EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE
PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP

THIS FIRST AMENDMENT ("First Amendment") TO THE COLLECTIVE
BARGAINING AGREEMENT IS BETWEEN THE CITY OF SPRINGFIELD, MISSOURI
("City") AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO UNION NUMBER 753, EXCLUSIVE REPRESENTATIVE OF LIMITED
EMPLOYEES IN THE PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL
EMPLOYEE GROUP ("IBEW").

Whereas, Article X: Management Rights, of the July 1, 2021, collective bargaining
agreement provides that if the City makes changes to theMerit Rules, Salary Ordinance, other
Ordinances, or other policies that impact the working conditions of the bargaining unit, then such
changes are subject to impact bargaining; and

Whereas, it is unclear as to whether a decision by the City to amend its Merit Rules to
add an additional recognized holiday constitutes a change in "working conditions" under
Missouri law, however the City, in an abundance of caution, agreed to meet and bargain with the
IBEW over a proposed change to Merit Rule 20.1 which would add Juneteenth as an additional
recognized holiday for City employees; and

Whereas, on August 16, 2021, the City and IBEW met in order to discuss and bargain
over the City's proposal to change Merit Rule 20.1 to include Juneteenth as a recognized
holiday; and tentatively agreed to the City modifying Merit Rule 20.1 and that the amended
version of Merit Rule 20.1 would apply to the bargaining unit for the duration of the collective
bargaining agreement; and

Whereas, IBEW has represented that it has authority to enter into this First Amendment
without having it ratified by the bargaining unit and the City is relying on that representation;
and

Whereas, the parties agree that the addition of Juneteenth as a recognized holiday is
contingent upon approval by the City Council; and

Whereas, upon execution by a representative on behalf of IBEW, the City agreed to
submit the proposed First Amendment to the City Council for approval and authorization.
Now therefore, in consideration of the foregoing, the parties agree to enter into this First Amendment:

The parties agree that, subject to City Council approval, the City may amend Merit Rule 20.1 to include Juneteenth as an additional City recognized holiday. The parties further agree that the amended version of Merit Rule 20.1 shall apply to the bargaining unit for the duration of the collective bargaining agreement.

Tony Parrish, President
IBEW Business Manager

Jason Gage, City Manager
City of Springfield

12/29/2021
Date

1/3/22
Date

Approved as to form:

City Attorney or designee
SECOND AMENDMENT TO JULY 1, 2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753, EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP.

This second amendment ("Second Amendment") to the collective bargaining agreement is between the City of Springfield, Missouri ("City") and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753 ("IBEW"), exclusive representative of limited employees in the professional, administrative, and technical employee group.

Whereas, on November 15, 2021, City Council approved a resolution expressing its support for mid-year pay increases for all City employees;

Whereas, Article X: Management Rights, of the July 1, 2021 collective bargaining agreement provides that if the City makes changes to the Merit Rules, Salary Ordinance, other Ordinances, or other policies that impact the wages of the bargaining unit, then such changes are subject to impact bargaining;

Whereas, the City provided notice to the IBEW of the City’s desire to implement mid-year pay increases for employees within the bargaining unit and to freeze certain steps for certain grades within the bargaining unit;

Whereas, on December 2, 2021, the City and IBEW met to discuss mid-year pay increases and the freezing of certain steps;

Whereas, IBEW has represented that it has authority to enter into this Second Amendment without having it ratified by the bargaining unit and the City is relying on that representation;

NOW therefore, in consideration of the foregoing, and contingent upon authorization from City Council and execution by both parties, the parties agree to amend Article XV "Wages" of the CBA by adding two new sections to that article: "2. Mid-Year Increases for Fiscal Year 2022" and "3. Freezing of Certain Steps," as set forth below (additions are listed in italics, deletions are strikethrough):

**Article XV: Wages**

**Section 2. Mid-Year Increases for Fiscal Year 2022**

*Effective with the pay period starting January 30, 2022, the City will implement a four percent (4%) increase to all Salary Grades listed on the current (as of 12/1/21) Professional, Administrative, & Technical (PAT) IBEW Union Salary Schedule. A new PAT IBEW Union Salary Schedule reflecting these increases is attached hereto and incorporated herein.*
Section 3. Freezing of Certain Merit Steps

Effective with the pay period starting January 30, 2022:

- bargaining unit employees currently in Steps 1 through 3 of the PAT IBEW Union Salary Grade 5 shall move to Step 4 of Salary Grade 5 and Steps 1 through 3 shall be frozen;
- bargaining unit employees currently in Step 1 of the PAT IBEW Union Salary Grade 6 shall move to Step 2 of Salary Grade 6 and Step 1 shall be frozen; and
- all bargaining unit employees moved to a new Step pursuant to the above shall have their appraisal increment date reset to January 30 for eligibility of future increments when Merit Steps are funded.

Tony Parish, Business Manager
IBEW, Local 753

1-27-2022
Date

Jason Gage, City Manager
City of Springfield

2/1/2022
Date

Certification that this Second Amendment to the July 1, 2021 IBEW PAT CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee
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**CITY OF SPRINGFIELD, MO**
**Human Resources Department**
**PROFESSIONAL, ADMINISTRATIVE & TECHNICAL (PAT) IBEW UNION SALARY SCHEDULE**

**SALARY CHANGE:** 4%

**EFFECTIVE DATE:** 1/30/2022
THIRD AMENDMENT TO JULY 1, 2021, COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753, EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP.

This Third Amendment ("Third Amendment") to the Collective Bargaining Agreement ("CBA") is between the City of Springfield, Missouri ("City") and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753 ("IBEW"), exclusive representative of limited employees in the professional, administrative, and technical employee group.

Whereas, the City and IBEW are parties to a July 1, 2021, CBA regarding the bargaining unit defined in the CBA, and said CBA was previously amended by First and Second Amendments;

Whereas, Article XV: Wages, subpart (d) of the CBA allows the IBEW to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 and the IBEW did so notify the City;

Whereas, the City and IBEW engaged in wage reopener negotiations and reached a tentative agreement to amend Article XV: Wages by adding a new Section 4 titled "Fiscal Year 2023 Wage Reopener Agreement to be effective July 1, 2022; and

NOW therefore, in consideration of the foregoing, and contingent upon ratification by the bargaining unit and approval and authorization from City Council and execution by both parties, the parties agree to amend Article XV "Wages" of the CBA by adding one new section to that article: "Section 4. Fiscal Year 2023 Wage Reopener Agreement" as set forth below (additions are listed in italics, deletions are stricken):

**Article XV: Wages**

**Section 4. Fiscal Year 2023 Wage Reopener Agreement**

a. Effective July 1, 2022, the City will fund the Merit Steps for all salary grades within the Bargaining Unit contained in the Professional, Administrative, and Technical IBEW Union Salary Schedule.

b. Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will increase the base pay rate for step 10 of all grades in the Professional, Administrative, and Technical IBEW Union Salary Schedule such that, for each respective grade, the base pay rate for step 10 shall be approximately 5.00% above the base pay rate of step nine.

c. Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement a 2.15% across-the-board increase to all salary grades listed on the Professional, Administrative, and Technical IBEW Union Salary Schedule.

d. Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will implement the following increases:
   a. Increase the base pay rate of step 6 of all grades such that, for each respective grade, the base pay rate of step 7 shall be approximately 5% above step 6;
   b. then increase the base pay rate of step 5 of all grades such that, for each respective grade, the base pay rate of step 6 shall be approximately 5% above step 5;
c. then increase the base pay rate of step 4 of all grades such that, for each respective grade, the base pay rate of step 5 shall be approximately 5% above step 4;
d. then increase the base pay rate of step 3 of all grades such that, for each respective grade, the base pay rate of step 4 shall be approximately 5% above step 3;
e. then increase the base pay rate of step 2 of all grades such that, for each respective grade, the base pay rate of step 3 shall be approximately 5% above step 2; and
f. then increase the base pay rate of step 1 of all grades such that, for each respective grade, the base pay rate of step 2 shall be approximately 5% above step 1.
g. The above increases shall not change or impact those steps that have been previously frozen (grade 5, steps one through three and grade 6, step one).

e. Effective July 3, 2022, with a corresponding pay date of July 21, 2022, the City will increase the shift differential pay for any Bargaining Unit member eligible to receive shift differential pay by $.50 per hour.
f. The parties agree that the increases set forth in parts (b), (c), and (d) are reflected in the new Professional, Administrative, and Technical IBEW Union Salary Schedule that is attached hereto as Exhibit 3A and incorporated herein.

Brian Brawley, Business Manager
IBEW, Local 753

6-27-2022
Date

Jason Gage, City Manager
City of Springfield

6-29-2022
Date

Certification that this Third Amendment to the July 1, 2021, IBEW PAT CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee
CITY OF SPRINGFIELD, MO
Human Resources Department
PROFESSIONAL, ADMINISTRATIVE & TECHNICAL (PAT) IBEW UNION SALARY SCHEDULE

**Exhibit 3A**

**Effective Date:** 7/3/2022

**Salary Change:**
G.O. XXXX: 2.5% increase to Top Step on All Grades; Smooth Steps; 2.15% increase to Active Steps on All Grades

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Note: The table lists the salary progression for the Professional, Administrative & Technical (PAT) IBEW Union, detailing the salary increases for each step and grade level effective from 7/3/2022.