

**LABOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF SPRINGFIELD**  
**CITY WATER, LIGHT & POWER**  
  
**and**  
  
**DISTRICT 9, I.A.M.A.W.**

**October 1, 2017 to September 30, 2020**

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## **LABOR AGREEMENT**

This is a written Agreement of verbal understanding reached between the authorized representatives of the CITY OF SPRINGFIELD, CITY WATER, LIGHT and POWER, Springfield, Illinois, and District 9, International Association of Machinists and Aerospace Workers (IAMAW), which, for convenience sake, may be referred to as "CWLP" and the "Local Union" or "IAMAW", respectively.

### **ARTICLE I - GENERAL PURPOSE OF AGREEMENT**

SECTION 1. The general purpose of this Agreement is to promote the mutual interests of the City and the Union to provide for the operation of the Utility under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.

SECTION 2. It is recognized by the Agreement to be the duty of the City and of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.

SECTION 3. Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement.

### **ARTICLE II - RECOGNITION**

SECTION 1. The Local Union agrees to furnish CWLP a sufficient number of skilled workmen to carry on the work without delay and failing to do so on forty-eight (48) hours written notice from CWLP to the Local Union, CWLP may engage the services of others.

The Local Union agrees to furnish CWLP a sufficient number of skilled workmen to carry on the required work without delay. If a sufficient number of maintenance men are not available CWLP shall request the services of any IAMAW District 9 employee on the basis of senior employee being called first, qualifications being sufficient. If then skilled jobs cannot be filled, CWLP may engage outside contractors or other individuals to fill that need.

SECTION 2. The City of Springfield, CWLP recognizes the Union as the sole and exclusive bargaining representative for all firemen and oiler maintenance and operating persons employed regular full-time in the Maintenance, Building & Grounds and Operations at the 3100 Stevenson Drive location, in the following titles or classifications: Apprentice Fireman 1<sup>st</sup> Year; Apprentice Fireman 2<sup>nd</sup> Year; Apprentice Fireman 3<sup>rd</sup>

Year; Apprentice Fireman 4<sup>th</sup> Year; Aux Operator 31 & 32; Aux Operator 33; Relief Auxiliary Operator; Building & Ground Crew Leader; Building Ground Utility Person; Certified Welder; FGDS Control Room Operator I; FGDS Control Room Operator II; Control Room Operator II Boron System Operator; Maintenance Crew Leader; Material Handler; Material Handler Crew Leader; Utility Operator; Journeyman; Grounds Keeper 1; Grounds Keeper 2; Temporary Student Summer Employee (assigned to Buildings and Grounds).

All other employees of the City of Springfield are excluded from this collective bargaining agreement.

### **ARTICLE III - HOURS OF LABOR**

SECTION 1. The work week shall start after regular days off.

SECTION 2. The regular hours of work shall not exceed eight (8) hours in any one day, or five (5) eight (8) hour shifts in any one (1) week. Maintenance, Building and Ground Crews on day shift will work 7:00 a.m. to 3:30 p.m., with one-half (½) hour for lunch, Monday through Friday. Fifteen (15) minute break periods in the morning and afternoon will be allowed with the time of the break at the discretion of the supervisor. For example, the break time for a 10-hour shift will be at 3:00 p.m., break times for a 12-hour shift will be 2:00 p.m. and 5:00 p.m. and the break times for a 16-hour shift will be 2:00 p.m., 5:00 p.m. and 8:00 p.m. These breaks are to be taken in an approved break area in the plant in which the employees are working. When Building & Ground personnel are assigned to a shift other than days (7:00 a.m. to 3:30 p.m., M-F) they shall be paid a 10 percent shift differential.

Operations personnel rotating shift schedule shall be the following shifts: 11:00 p.m. to 7:00 a.m., 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m.

SECTION 3. Building & Ground personnel will work shifts to meet plant needs. Any deviation from the normal shift will require CWLP to give one week notice and said shift will continue until the specific work is complete, except when a plant emergency exists whereby only ten (10) hours notice will be necessary. All shift differential and bonus shall apply.

Relief Operators, Utility Operators, and/or Apprentices not assigned to a permanent shift may be used on any shift in the Building and Ground area at the discretion of the Superintendent.

When apprentices or utility operators are assigned to any shift other than 7:00 a.m. to 3:00 p.m. (M-F day shift) they will be able to perform cleaning up of rock, coal, slag, scrubber slurry and other waste left by IAMAW DISTRICT 9 personnel. This is in addition to current duties such as work with Maintenance crews, other operational cleanup and training, etc., when not being used to relieve regular operators positions.

SECTION 4. All employees shall be paid at the rate of time and one-half for all overtime not specified otherwise. Also, all employees who have worked more than eight (8) consecutive hours, but less than sixteen (16) hours immediately preceding their regular shift shall receive the time and one-half rate for working their regular shift.

After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work, and if called back to work before having eight (8) consecutive hours off duty, employees shall continue to be paid at the double time rate.

A sign-up sheet for employees who are not in the maintenance crew and are interested in being called in for maintenance overtime shall be posted in the maintenance shop. This sign-up sheet will be made available in January and July of each year. In the event a sufficient number of maintenance employees cannot be reached for overtime, employees will be called from the list by seniority. This sign-up sheet process will be reviewed in one year and extended by mutual agreement.

All employees shall be paid at their regular straight time rate for the hours of the above rest period that fall within their regular work shift. All employees shall be available for work during the paid rest period.

SECTION 5. All emergency overtime work shall be paid at the double time rate. Emergency overtime work shall be defined as any overtime work employees are asked to perform without having had at least six (6) hours advance notice of such work, except for work during the employee's regular lunch period. When an employee is off duty and is called for emergency overtime, if he is notified later, before he arrives at work, that he is not needed and the overtime is canceled, he will receive two (2) hours pay at straight time at his classified rate.

All overtime work in which the employee has received more than six (6) hours advance notice shall be classified as prearranged work, and shall be paid for at the time and one-half rate unless it is the employee's Sunday. An employee who has worked more than ten (10) prearranged hours during any one day shall be paid at the double time rate for the time worked in excess of ten (10) hours. Double time shall be paid for all overtime work performed between 12:00 midnight and 8:00 a.m., effective March 3, 1980.

Notification of prearranged work shall be given as far in advance as possible. If, for any reason, CWLP calls an employee and cancels prearranged work during the four (4) hours immediately preceding the time scheduled for such work to commence, two (2) hours of straight time pay shall be paid the employee. This will not apply if the employee is called in for an emergency during this four (4) hour period.

When maintenance men are called in on an overtime job and the regular Crew Leader is not present, the senior Journeyman will be paid Crew Leader's pay, if the job he has performed required the coordination of employees and, or materials. If no Journeyman

is present, the senior employee, regardless of classification, will be paid Crew Leader's wage if, in the opinion of CWLP, he has performed a Crew Leader's function.

SECTION 6. Employees changing shifts for their own convenience or to protect a fellow Union member's job will not be paid the time and one-half rate. The change of shift must be approved by the Management. Each individual involved in the exchange will be responsible for the shift which he is accepting.

Should the shift trade create a double back situation and an overtime shift occurs between the double back shifts, the coverage of the overtime shift shall be as follows:

- a. Use relief personnel to prevent overtime, if possible.
- b. Should overtime be required, follow the callout procedure listed in the labor agreement. Should the callout lead to a split, the person working the double back would be entitled to four hours of the overtime but he/she will not be scheduled to work the remaining four at another time at the double time rate for the make-up. If the supervisor cannot find someone for the remaining four hours, the person working the double back can work the full eight (8) hours but will be sent home at the end of sixteen (16) hours of work. The City will pay him/her at the straight time rate for eight (8) hours to rest during the double back shift.

SECTION 7. When overtime is involved for Scrubbers and Material Handling, the union will be responsible for contacting the appropriate personnel after notified by the supervisor in charge for the need of overtime. Operations Personnel shall not be taken off their shift to work on another shift, except in an emergency, or during unit outages, or training or special classes or seminars in the individual's classification for future positions of promotion within the operations area.

Call out procedures for Scrubbers and Material Handling shall be followed per the Call out Addendum in this contract.

In the event that it becomes necessary that a Dallman Operator on a shift must be replaced the following procedure is to be used:

1. Call the senior man off, classified in the affected position.
2. Split the shift between the employees working the position that day.

SECTION 8A. When maintenance personnel work beyond the end of their regular shift, those individuals working a particular job will be given preference for overtime (job continuation), then on-site Boiler Fuels crew will be given preference. If there is an insufficient number of Boiler Fuels crew to continue the work on-site, then overtime calls will be made via the call out list. All overtime work shall be equally and impartially divided among all employees within the Boiler and Fuels Maintenance Crew insofar as is practicable. If an emergency arises between the hours of 8:00 p.m. and 11:00 p.m.,

Sunday night through Thursday night, the night shift crew will be given the first call opportunity. This will be considered job continuation for the night shift crew.

The night maintenance crew shall be paid double time for all overtime work performed between the hours of 7:30 a.m. and 3:30 p.m. Double time rate shall also be paid for all overtime work on Sunday. This Sunday is defined as 3:30 p.m. Saturday through 3:30 p.m. Sunday and supersedes Article III, Section 5 for the night maintenance crew.

The Employer shall have the ability to deviate any maintenance employee's shift and/or hours of work for the purpose of training. Individuals assigned to a different shift for training shall be given at least one (1) week notification prior to his regularly assigned shift. When returning to his regularly assigned shift, an individual will be given a minimum of 48 hours notice prior to the beginning of his regular shift. Overtime will not be paid when adjusting an employee's schedule for training.

SECTION 8B. All overtime in the Building & Grounds work group shall be equally and impartially divided among employees within the Building and Grounds area insofar as practicable.

SECTION 9. CWLP will not pay overtime to the regular Operator if a relief man is available. Relief men's days off are subject to change.

SECTION 10. Regular operator taken off their shift to work with maintenance during unit outages or FGDS shutdown, and apprentice/utility operators assigned to maintenance, will be given the opportunity, by seniority, for overtime if the manpower requirements cannot be filled by maintenance personnel. These individuals will receive the pre-arranged or emergency overtime rate, the same as the maintenance crew is working.

SECTION 11. Shift workers where their first day of rest shall be considered Saturday and if called to work on that day, they shall be paid at the rate of time and one-half. The second day of rest shall be considered their Sunday (except those employees whose first day of rest is a Sunday) and if called to work on that day, they shall be paid at the rate of double time. Maintenance workers' overtime work on Sunday shall be paid at the rate of double time.

SECTION 12. A minimum of four (4) hours pay at the straight time rate (2 2/3 hours at time and one-half) shall be allowed all employees who report for duty for prearranged overtime on any day except the employee's Sunday. A minimum of six (6) hours pay at the straight time rate (three (3) hours double time) shall be allowed all employees when called to work for an emergency or on the employee's Sunday.

Should an emergency occur when an employee is on the job working on prearranged overtime or has been called in on emergency overtime, the employee will perform any work scheduled or called in to do at the time and one-half rate or double time rate. This additional work will not constitute a second call out. On call in or emergency work that

takes more than two (2) hours, the employee will move into the fourth hour of overtime at the double time rate. Overtime work for which the employee has received more than six (6) hours notice shall be classified as prearranged work.

SECTION 13. During emergencies and scheduled outages, temporary shifts may be established, which may include supplementing a permanent shift. The days and hours of the shift will be determined for each shift when it is established. The hours of each shift will remain the same for all days of that shift and will not be changed for the duration of the shift. The temporary shifts will be a minimum of three (3) consecutive workdays and may include weekends. These days could be Monday through Wednesday, Friday through Sunday, etc. All weekend days included in the temporary shift will be paid at the contract overtime rate for all work. More than one temporary shift may be established at the same time, for example, to provide around-the-clock coverage. No individual will be required to work temporary shifts for more than twelve (12) weeks per contract year. Employees shall be given a minimum of ten (10) hours notice in the case of emergencies and a minimum of three (3) working days notice in the case of scheduled outages. Employees shall be notified 10 hours in advance of the cancellation of the temporary shift. Should the emergency or scheduled outage for which the shift has been scheduled be completed in the middle of a three day increment of temporary shift work, CWLP shall have the ability to assign other work during the remainder of the three day increment.

In the case of immediate implementation of the emergency temporary shift, the employee(s) will be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the 10 hours notice period has lapsed. The employee would not receive his/her regular shift pay for any other days except for the initial implementation day where they had previously reported to work, and these hours worked would apply toward the three (3) consecutive day requirement.

When working temporary shifts, employees will be required to carry their lunch and will be allowed a twenty (20) minute paid meal break approximately midway through the scheduled shift.

Employees who became members of the maintenance crew on or after October 1, 1983, shall be subject to assignment to a permanent second shift at some point in the future at CWLP's discretion. Individuals volunteering or permanently assigned to this shift will be paid a 5% shift differential that will be considered part of their base salary. Employees may bid the permanent night maintenance crew every two (2) years.

Assignment to the temporary shift will be done by seeking volunteers from the certified welder, journeyman and apprentice classifications with seniority prevailing in selection. If insufficient volunteers are available, the employer will assign from personnel within the classifications needed in inverse seniority order.



Employees working a temporary shift shall be compensated at their regular hourly rate plus a ten percent (10%) shift differential for the first eight (8) hours of the shift. If scheduled, all hours of work in excess of eight (8) hours up to twelve (12) hours shall be paid at the time and one-half rate. Any work over twelve (12) hours shall be paid at the double time rate. If unscheduled, all work over eight (8) hours shall be paid at the double time rate.

SECTION 14. IAMAW DISTRICT 9 will be responsible for all asbestos abatement on equipment maintained by IAMAW DISTRICT 9 personnel which can be removed by the glove bagging method. IAMAW DISTRICT 9 will also be responsible for asbestos abatement on this same equipment which can be performed by use of mini enclosures when in conjunction with other maintenance in emergency situations.

SECTION 15. The Employer and the Union agree that the following policy will prevail with regard to climbing the smoke stacks at the V.Y. Dallman and/or Lakeside Power Plants:

City Water, Light & Power shall provide safety belts that are specifically designed for this type work. The employees who climb the stack will be required to use these belts. Only employees who volunteer to climb the smoke stack will be assigned duties that will require such climbing. If no volunteers are available, the Employer may contract this work. The Employer will pay double time to the person or persons who climb the stack for the time in which they are actually in the air.

High time will not apply to use of the elevator or work performed at the half deck or top elevator stop on the Unit 31/32 combined stack. It will apply for the climb from the top elevator stop to the roof and any work performed on the roof of this stack. High time will not apply to work performed on any duct work attached to any of the stacks.

SECTION 16. SCRUBBER MANNING. During periods when either 31/32 or 33 scrubber is in operation the plant will be manned with two qualified employees. Two additional operators will be permanently assigned to the scrubber bringing the total to 10. The 9<sup>th</sup> man is a relief operator for the FGDS crew (paid at Relief Auxiliary Operator rate) assigned to the 7-3 shift on Saturday and Sunday as CRO II and three additional shifts in the FGDS crew as needed. The 9<sup>th</sup> man has preferential bidding rights in the FGDS crew. The 10<sup>th</sup> man (paid at the Utility Operator rate) is assigned as a relief operator in the Boron Plant on 7-3 shift Saturday and Sunday along with the 7-3:30 shift in Material Handling on Monday (if needed). He will be assigned two other shifts in the FGDS or MH crews as needed. The 10<sup>th</sup> man will be used first to cover scheduled vacancies in the Boron Plant. When stepped up to the Boron Operator or FGDS CRO II position the 10<sup>th</sup> man will receive the CRO II rate of pay if they have attained the qualifications of a third (3<sup>rd</sup>) year apprentice. When working in the Material Handling area, the 10<sup>th</sup> man will receive the Material Handler rate of pay if he is considered minimum staffing and attained the qualifications of a third (3<sup>rd</sup>) year

apprentice. The 10<sup>th</sup> man will have preferential bidding rights in the FGDS and MH crews. The 9<sup>th</sup> and 10<sup>th</sup> positions are not intended to set minimum staffing levels for future consideration.

SECTION 17. DALLMAN OPERATOR MANNING. The Employer maintains the discretion to fill vacancies created by benefit use time or training before or after a schedule is posted during cold plant conditions, a qualified apprentice will be used to fill these vacancies when possible, excluding Monday-Friday day shift (7:00 a.m.-3:00 p.m.) when the positions will be filled as follows.

1. Both 31 and 32 are off-line and at least one is on a planned or maintenance outage as defined by GADS, the AO31/32 will be filled.
2. 33 is on a planned or maintenance outage as defined by GADS, the AO33 will be filled.

Unit 33 Cold Plant is defined as downcomer temperature below 190 degrees Fahrenheit.

Unit 31/32 Cold Plant is defined as less than 50 psig drum pressure.

If an operator is working alone, the operator must be AO33 qualified and will receive \$1.00 more per hour for that shift unless the employee is already receiving step-up pay.

SECTION 18. TRAINING. The Employer shall have the ability to deviate an employee's shift and/or hours of work for the purpose of training. Individuals assigned to a different shift for training shall be given at least one (1) week notification prior to his regularly assigned shift. When returning to his regularly assigned shift, an individual will be given a minimum of 48 hours notice prior to the beginning of his regular shift. Overtime will not be paid when adjusting an employee's schedule for training.

## **ARTICLE IV - HOLIDAYS**

Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January, except employees who are regularly assigned shift work will celebrate this holiday on January 15), Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for the employees who are regularly assigned shift work), Memorial Day (day observed by City), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall. Other employees will observe all holidays on the day on which they fall or are legally celebrated. It is also agreed that should a holiday fall on a Saturday, the preceding Friday shall be celebrated by all employees who do not work Saturday,

except as otherwise noted in this Agreement. When Christmas falls on Saturday, Thursday and Friday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Sunday, Friday and Monday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Monday, Monday and Tuesday will be celebrated as Christmas Eve and Christmas. A holiday schedule will be posted each calendar year.

On Labor Day, no line or construction work shall be prearranged except as may be necessary to prevent danger to life or damage to property.

Operators taken off their regularly assigned shift to work with maintenance crews as per provisions of this article shall be compensated for holidays as follows:

If the operational holiday falls on Saturday or Sunday and the regular Operator would normally be scheduled to work, he shall work the maintenance holiday at the double time rate of pay. If the Operator was not scheduled to work the operational holiday, he shall work the maintenance holiday at the straight time rate of pay.

If the operational holiday falls on Monday through Friday, all Operators shall work the operational holiday and receive the double time rate of pay.

If an Operator working in Maintenance would normally be scheduled to work Easter Sunday, he shall work the following Monday at the double time rate of pay.

Operators assigned to Maintenance when maintenance crews are not working report to the Supervisor of Generation for assignment during the maintenance shift to which they have been temporarily assigned.

## **ARTICLE V - SENIORITY**

SECTION 1. The right to employ, discharge and promote employees shall be vested in CWLP in accordance with the terms and provisions of this agreement. After one (1) year of continuous service, seniority shall be recognized and the senior employee of IAMAW DISTRICT 9 of City Water, Light & Power shall be given preference, ability and qualifications being sufficient. The first twelve (12) months of employment shall be considered a probationary period, during which time CWLP may discipline or discharge any employee whose work is not acceptable to CWLP.

Any employee of CWLP, who is placed in a position by CWLP not covered under this Agreement, shall continue to acquire seniority rights as long as they are employed by City Water, Light & Power. They may not use their seniority rights to bid on any job opening under this Agreement while in a position not covered by this Agreement. If said employee chooses to return to the bargaining unit or is removed from the above-

mentioned position within the first six months, he shall be restored to his former position and other employees shall consent to such demotions or other actions necessary for the re-employment of this employee. After six months, if said employee is removed from the above-mentioned position at such time there is not appropriate job openings, they shall be paid at the current rate of their last held classification under their Agreement and shall be assigned such duties as are mutually agreeable to both parties of this Agreement. It is understood that such an employee may, but is not required to, remain in continuous good standing in the IAMAW DISTRICT 9.

CWLP and the Union shall each appoint two (2) members and an alternate to a Joint Apprentice Training Committee. This committee shall be responsible for establishing and maintaining the Apprentice Program.

Apprentice IAMAW DISTRICT 9 employee shall be assigned work at the discretion of the Plant Superintendent for the purpose of training them for Operations or Maintenance and they shall be paid at their base rate regardless of duties assigned unless they are relieving a regular Operator. Apprentices hired on or after June 1, 2012, will not receive the higher rate for Operator when assigned to perform the Operator duties until they reach the classification of 3<sup>rd</sup> year apprentice or above. Relief Operators and Apprentices can have their schedule changed with a minimum of nine (9) hours notification. The Employer will not pay overtime to regular operators if relief men or Apprentices are available nine (9) hours prior to being notified of a schedule change.

Apprentice IAMAW DISTRICT 9 employee first year shall be advanced to Apprentice IAMAW DISTRICT 9 employee second year on his anniversary date, provided he has completed all training requirements.

Apprentice IAMAW DISTRICT 9 employee second year shall be advanced to Apprentice IAMAW DISTRICT 9 employee third year on his second anniversary date providing he has met all training requirements. Persons still in the pool, regardless of classification, would still have the opportunity to be offered a permanent position in maintenance. If such person is beyond their third year of apprenticeship, and accepts the offer, they would then accept a demotion back to third year.

Apprentice IAMAW DISTRICT 9 employee third year shall be advanced to Apprentice IAMAW DISTRICT 9 employee fourth year on his third anniversary date providing he has met all training requirements.

Apprentice IAMAW DISTRICT 9 employee fourth year in the Operating Division at both Dallman and the FGDS shall be advanced to the position of Utility Operator on his fourth anniversary date providing he has met all training requirements.

Apprentice IAMAW DISTRICT 9 employee fourth year in the Maintenance Division shall be advanced to Journeyman Maintenance Man on his fourth anniversary date providing he has met all training requirements.

Apprentice IMAW DISTRICT 9 employee fourth year in the Material Handling crew shall be advanced to Material Handler on his fourth anniversary date providing he has met all training requirements.

In order to be awarded the permanent classification of A031-32 Operator, a Utility Operator must first be qualified to perform the responsibilities of both the A031-32 Operator's position and the A033 Operator's position. In order to be awarded the permanent A033 Operator's classification, the A031-32 Operator must be qualified to perform the responsibilities of the A033 Operator's position plus those of the Operating Engineers position, including meeting the standards of the Operating Engineer's training program. IMAW DISTRICT 9 will be allowed input with management into the Operating Engineers training program as it concerns the Operating Engineer position and IMAW DISTRICT 9 involvement in that position. This input will be considered prior to and during implementation of the standards of the training program.

All A033 Operators will be afforded the opportunity to bid on job openings occurring in positions covered by the agreement between Local No. 399-7 of the Operating Engineers and CWLP. The award of such jobs shall be based upon ability and power plant operating seniority with CWLP, and CWLP shall make such determination to the extent it is able to do so in accordance with this Agreement and the Agreement with the Operating Engineers.

Initially, FGDS positions will be filled by accepting bids from all members of the IMAW DISTRICT 9 and awarded on the basis of seniority, qualifications being sufficient. Additional personnel may be assigned to the FGDS as IMAW DISTRICT 9 Apprentices by the Production Superintendent. Those persons classified in FGDS positions or assigned as apprentices will be considered to have preferential bidding rights on FGDS operational position openings. Consequently, it is understood that said persons will be not considered to have seniority for bidding out of the FGDS for positions on other crews.

Vacancies of less than thirty (30) working days shall be filled by employees on the shift where the vacancy occurs.

Vacancies of more than thirty (30) working days shall be bid on a temporary basis according to existing agreements. At the termination of the vacancy, said employees shall return to their original positions. No seniority shall be lost for temporary jobs.

SECTION 2. Understanding that the V.Y. Dallman Unit #33 FGDS is a unique entity at the City Water, Light and Power Generating Stations, and realizing that the possibility exists that such environmental systems might be phased out with the advent of some new technology or the relaxation of present environmental regulations, CWLP wishes to issue the following assurance to the individuals who are to be employed at the FGDS: If the FGDS should be phased out for the above-stated reasons, CWLP will make every reasonable effort to train said FGDS employees for positions that would be similar to positions in which they are working at the time of such a phase-out.

SECTION 3. CWLP shall furnish 7 uniforms and 5 coveralls to all permanent personnel by April 1 of each year. Employees shall always wear the current issue of uniforms. All employees shall have the option of receiving additional uniforms in lieu of coveralls. CWLP shall furnish gloves as protective gear and replace with new when old gloves are turned in to Store Room. CWLP shall furnish all employees covered under this Agreement with safety shoes, safety glasses and insulated coveralls or coat and bib on an as-needed basis. The Employer shall provide a non-hooded sweatshirt as an option for winter gear. Employees will be expected to take due care in the use of these items. Employees shall abide by the current CWLP safety policy with regards to wearing hard hats and other safety equipment. These items will be replaced on an as-needed basis only upon return of the damaged or worn-out items and only if CWLP agrees on the need for replacement. Employees may turn in bibs and coats in the Spring for cleaning services.

SECTION 4. Relief Auxiliary Operator's week shall consist of minimum of two (2) operating shifts, and three (3) shifts assigned at the discretion of Superintendent. Days off are subject to change.

SECTION 5. An employee holding the classification of Building and Grounds Keeper shall have promotional seniority for the position of Building and Grounds Crew Leader and/or Utility person, only.

Employees hired into the Buildings and Grounds area after October 1, 2012, will have bidding rights for Apprentice I positions prior to the Employer considering outside hires for the position. However, nothing herein waives the Employer's right to hire outside hires for the position. Prior to being considered for an Apprentice I position the Building & Grounds personnel must pass the entry level test for the apprenticeship program. Building & Grounds personnel will be afforded the opportunity to pass the entry level test while a hiring list is active after which the employee must take the test when the apprenticeship position is posted. Once a passing grade is reached, the employee will become the highest position on the list for the next position hired. If Building & Grounds personnel decline to take the test or has successfully taken the test and declines to accept a transfer to the Apprentice I position, the employee forfeits their bidding rights under this Article. Employees moving from Buildings and Grounds to Apprentice I will move to the bottom of the operator seniority list.

SECTION 6. Operating personnel may be utilized to work with the IAMAW DISTRICT 9 maintenance crews for the purpose of assisting in the maintenance crews' work performing such tasks as are designated by the senior maintenance man on the job at the plant, including FGDS areas. When assisting maintenance crews, these operating personnel, if not covered under the classifications of this agreement, may be assigned to maintenance crews in the ratio of one (1) individual per two (2) members of the maintenance crew. In lieu of the above ratio, four (4) operating personnel not classified within this agreement may be utilized as a separate crew under the direction of a classified Certified Welder or a Journeyman if no Certified Welders are available. In

this case, the Journeyman or Certified Welder will receive Temporary Crew Leader's pay.

Regular operators who have been taken off their shift to work with maintenance crews on the temporary shift shall be paid the temporary shift differential of the maintenance craft with which they are working. IAMAW DISTRICT 9 operating personnel working with maintenance crews will be allowed to continue working if the job continues past the end of the shift into overtime.

SECTION 7. Operational personnel not required to work their normal positions due to Jury Duty or grievances may be utilized to fill vacancies for which they are qualified in their permanently assigned area.

SECTION 8. MAINTENANCE CREW LEADER. Boiler Fuels maintenance shop shall consist of one (1) permanent crew leader for the first five members permanently assigned to the crew on day shift. A second permanent crew will be assigned when 10 permanent members are assigned to the day shift crew and a third permanent crew leader will be assigned when 15 permanent members are assigned to the day crew. If the crew consist of a number between the threshold levels for a new permanent crew leader, the senior Certified Welder or Journey who has held welder certification for five (5) continuous years, then Journeyman if no Certified Welders are available will be stepped up to crew leader on a daily basis. The night maintenance shift will consist of one (1) permanent crew leader.

The permanent crew leader position will be bid and awarded to the senior qualified certified welder or Journeyman who has held welder certification for five (5) continuous years.

## **ARTICLE VI - WAGES**

SECTION 1. The wage schedule covered by this Agreement shall be in effect for a period of three (3) years from the date of Agreement and shall remain in effect from year to year unless terminated on any anniversary date by either party by giving not less than sixty (60) days nor more than one-hundred twenty (120) days written notice by registered mail.

In giving sixty (60) to one-hundred twenty (120) days written notice, the Union shall also notify CWLP if their representatives are duly authorized to conduct any negotiations in their behalf.

SECTION 2. Pay day shall be every two (2) weeks on Friday during normal business hours, except that when pay day falls on a holiday pay day shall be on the preceding day. Effective upon the ratification of the 2017 contract, all employee's pay checks and pay stubs shall be electronically issued by the Employer. All pay checks shall be made by the Employer via direct deposit to a financial institution of the employee's choosing.

SECTION 3.

October 1, 2017	1.5%
October 1, 2018	1.75%
October 1, 2019	1.75%

Longevity: Effective October 1, 2014, employees who have completed 15 years with the City will receive \$0.50 added to base wage, effective first day of month following completion (not compounded). Effective October 1, 2014, employees who have completed 25 years with the City will receive an additional \$0.50 added to base wage, effective first day of month following completion (total of \$1.00 added to base).

SECTION 4. Apprentices and Utility Operators will receive their base rate of pay unless they are relieving a Dallman or Scrubber Operator or are considered minimum staffing in the Material Handling area. 3<sup>rd</sup> year Apprentices or above will receive the higher rate for Operator when assigned to perform the Operator duties.

SECTION 5. Members of the Building & Grounds crew will receive a 10% step up in their base pay when performing work outside their jurisdiction.

When Building and Grounds Utility Persons are assigned to operate the vacuum truck, the employee actually operating the truck will be paid the Building & Ground Crew Leader rate.

SECTION 6. Rates of pay for regular relief personnel (coal crew relief, Lakeside operations relief and Dallman operations relief) during vacations, casual days, sick days, funeral days, jury duty, National Guard camp and holidays shall be the same as would be paid if the employee were working his regular schedule. The employee shall not during these periods be paid a rate higher than that of the classification regularly assigned.

SECTION 7. When it is necessary that employees in operations work in excess of ten (10) continuous hours, they shall be furnished a meal at CWLP's expense. Additional meals shall be provided for such employees by CWLP at intervals of not more than six (6) hours there-after while they continue to work.

Maintenance men required to work after their regular quitting time shall be furnished a meal at CWLP's expense if they are required to work past 5:00 p.m. Additional meals shall be provided for such employees by CWLP at intervals of not more than six (6) hours thereafter while they continue to work.

Night maintenance men required to work more than 1.5 hours prior to their regular shift shall be furnished a meal at CWLP's expense. Additional meals do not apply unless the starting time is prior to 3:30 p.m.



Employees working emergency overtime shall be furnished a meal at intervals of not greater than six (6) hours, commencing with the time they report to work.

When maintenance personnel are called in more than two (2) hours prior to the start of shift, they will be provided with a meal to be taken on company time.

SECTION 8. A non-taxable allowance of \$12.00 per meal will be granted for all meals earned. A maximum of one (1) hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employee(s) are working.

If an employee is due a meal at the Employer's expense at the time he is released from work and is not being required to work after said meal period, the employee will be paid the allotted meal allowance and allowed an hour in which to consume a meal.

Employees who regularly work shift work who receive a meal and are to eat that meal at the end of sixteen (16) consecutive hours of work shall have the additional meal hour considered as a rest hour as referenced in Article III, Section 4.

SECTION 9. Maintenance employees prearranged with more than six (6) hours notice for two (2) hours overtime immediately following the employee's regular or temporary shift, or two (2) hours overtime immediately prior to the employee's regular shift for night maintenance employees, for a minimum of five (5) consecutive working days (which may include Saturdays), will be paid the allotted meal allowance but will not be allowed an hour in which to consume a meal prior to his return home. "Consecutive working days" in this paragraph shall not be deemed to be interrupted by weekends and approved leaves.

SECTION 10. On days of ammonia unloading; the Material Handler assigned to the task will receive \$1.00/hr additional pay for the 8 hours of actual time worked.

SECTION 11. AO33 shall receive \$.50/hr additional pay for Unit 4 Ammonia if hazardous material trained and certified.

## **ARTICLE VII - VACATION AND SICK BENEFITS**

SECTION 1. Employees will be granted vacation time with pay according to the number of years of continuous service they have with City on their anniversary date. Effective March 1, 2003, vacation leave per year with pay will accrue on equivalent monthly basis according to the following schedule:

	<u>Days/Year</u>	<u>Days/Month</u>
1 through 7 years	10 days	0.83
8 through 11 years	15 days	1.25
12 through 13 years	16 days	1.33
14 through 15 years	17 days	1.42
16 through 17 years	18 days	1.50
18 through 19 years	19 days	1.58
20 through 21 years	20 days	1.67
22 through 23 years	21 days	1.75
24 through 25 years	22 days	1.83
26 through 27 years	23 days	1.92
28 through 29 years	24 days	2.00
30 or more years	25 days	2.08

After March 1, 2003, claims to vacation accruals based upon contracts preceding this contract shall not form the basis of any grievance by a current bargaining unit employee, and such claims on behalf of current bargaining unit employees are hereby waived.

Effective March 1, 2002, vacation earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be measured from the initial employment date.

SECTION 2. Effective March 1, 2002, vacation time may be taken upon the completion of six months of service. Vacation time shall be established by March 1st for seniority to prevail. The Superintendent or Supervisor in charge shall notify employees of approval or denial of all first choice vacation requests by March 31 of each vacation year. Plant operation shall not be jeopardized by allowing too many to go on vacation at one time. One day vacation requests will be granted after the schedule is posted if known overtime is not created at the time of the request and a minimum of 24 hours is provided. Employees cancelling any time off request already approved must provide a minimum of 24 hours notice before the start of the shift. The Employer shall respond to the employee's advanced time off and vacation requests within 48 hours if denial is known.

The Superintendent in charge may, at his discretion, allow an employee a different division of vacation time if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

Employees entitled to more than ten (10) days vacation time may elect to work the additional days at the straight time rate of pay, plus his vacation pay. His decision to work must be indicated on his vacation slip by March 1st.

If CWLP calls an employee back to work in an emergency during his vacation, he shall be paid at the double time rate, plus his vacation pay.

Employees shall be compensated at their current hourly rate at the time they are leaving the service of the Employer for all accrued but unused vacation time. Employees who are unable to use vacation due to a work related injury shall have such time carried over into the next year.

### SECTION 3. SICK BENEFITS.

- A. Sick Benefits - Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month including prior service. Total accumulation shall not exceed 300 days of sick leave. Employees shall be compensated in cash at a ratio of five (5) days pay for each twelve (12) days accrued unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death. Employees hired on or after June 1, 2012 will not be eligible for payment of unused sick days upon retirement. Such employees will be eligible for 5/12ths of up to a maximum of 90 accrued sick days if they die while an active employee. Effective October 1, 2008, employees who have a minimum of 62 days may exchange up to ten sick days for five vacation days. Employees may not drop below 60 sick days when trading. Days traded must be used in the contract year in which the days were traded.
- B. Sick leave may be used for illness, disability or injury to the employee, appointment with the doctor, dentist or other medical practitioner, quarantine, or serious illness or disability in the employee's immediate family which requires the employee's personal care or attention. Employees shall make every effort to schedule non-emergency medical examinations outside of normal working hours. If this is impractical, the employee shall inform his supervisor of such examination as far in advance as practical. Verifications shall be made pursuant to sub-Section D of this Agreement.
- C. It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his inability to work prior to the beginning of his work shift. If the employee is absent for one (1) or more days, he shall sign an "Benefit Use Report" certifying to the nature of his illness. One copy of this report is placed on file by his Supervisor, one copy is referred to the Payroll Department.
- D. If the employee shall be absent on sick leave for three (3) days or more, he shall furnish a doctor's certificate reflecting the reasons for his absence. When a person has used thirty (30) days sick leave time to which he is entitled under this Contract, all benefits under the IMRF shall be available to him/her or he may use the balance of accrued sick leave time.

- E. CWLP will administer a disciplinary procedure based on number of instances and not number of days taken. An instance could be as little as ½ day sick time or any unlimited amount of sick time. An instance also could be considered several separate instances related to the same illness or treatment.

Effective October 1, 2008:

It is recognized that circumstances may warrant lesser or greater disciplinary action and this does not eliminate the Employer's ability to administer progressive disciplinary action where warranted.

- 5 instances - verbal warning
- 6 instances - written warning
- 7 instances - 1 day suspension
- 8 instances - 5 day suspension
- 9 or more instances - greater than 5 days suspension or termination

Employees will be monitored on a rotating 12-month basis.

- F. Members of the bargaining unit shall be provided the same group health and life insurance benefits for the employee and his dependents as all other employees of the City of Springfield at the same premium rate. Life insurance is for the employee only. As a settlement to complete negotiations of 2001, the IAMAW DISTRICT 9 have agreed to participate in any insurance committee process for determining future insurance benefits and associated premiums for their members. In the event that the Labor /Management Health Insurance Committee is dissolved, the parties agree to meet for the purpose of discussing and/or negotiating over the employee health insurance plan.

SECTION 4A. Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and do not use any more than one sick day or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay, and if individuals will cooperate in trying to space out days, bonus days can be taken at different time other than consecutive days, between October 1st and September 30th of the succeeding contract year. This does not have to be operationally workable in terms of scheduling. Employees who have accrued sixty (60) days sick leave at any time prior to a contract year and do not use any more than one sick day or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay. Employees who have accrued ninety (90) days sick leave at any time prior to a contract year and do not use any more than one sick day or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay, and if individuals will cooperate in trying to space out days, bonus days can be taken at different times other than consecutive days (between October 1 and September 30) of the succeeding contract year. If an employee does not use his/her bonus leave during the contract year, he must schedule the days on which he

desires the time off prior to September 1 of the existing contract year. Such bonus leave days shall be used between October 1<sup>st</sup> and March 1<sup>st</sup> and may not be rescheduled after September 1 of the existing contract year. This does not have to be operationally workable in terms of scheduling. Sick time used under the Family Medical Leave Act will be considered when determining eligibility for bonus time.

Employees will be granted three (3) casual days per year that may be taken at the employee's discretion. New employees must be on the payroll at least ninety (90) days before being eligible for one (1) casual day; one hundred eighty (180) days for two (2) casual days; and two hundred seventy (270) days for three (3) casual days. Employees must give notice to CWLP at least twenty-four (24) hours in advance of the shift he desires to use as his casual day unless the casual day is used in lieu of sick leave.

More than one employee per crew can take casual days at the same time so long as adequate schedules can be maintained and a twenty-four (24) hour notice is given. Casual days will be scheduled in the order requested. If an employee does not use his casual days during the contract year he must, before the beginning of the next contract year, schedule the days on which he desires this time off. Such casual days shall be used between October 1<sup>st</sup> and March 1<sup>st</sup> and may not be rescheduled after the beginning of the new contract year.

SECTION 4B. An employee may be granted compensatory time off in lieu of overtime pay for overtime worked, including Holidays worked, at the rate of time off equal to the applicable overtime rate up to a maximum of 160 hours per contract year that may be replenished throughout the contract year, but may not exceed the maximum allowable under the Fair Labor Standards Act (240 hours) in any given contract year. This compensatory time must be taken in increments of four (4) hours or eight (8) hours by employees working within the operations area and in increments of three (3) hours (p.m.), five (5) hours (a.m.), or eight (8) hours in the maintenance area. Individual supervisors will have the discretion of allowing different divisions of compensatory time. The supervisor in charge must approve all compensatory time taken. This approval will not be unreasonably withheld. Employees may choose to be paid for compensatory time once in a contract year at the time of their choosing. At the end of each contract year, all compensatory time remaining will be liquidated at the rate of one (1) hours pay for each one (1) hour of compensatory time accumulated.

## **ARTICLE VIII - DUTY DISABILITY**

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. It is understood these acts can not be amended by the Springfield City Council.

The employee will receive full time for the day of injury. Employees shall not accrue benefit time while off on workers' compensation for thirty (30) days or more, unless specifically awarded pursuant to the Workers' Compensation Act, award, or settlement.

## **ARTICLE IX - LEAVES OF ABSENCE**

**SECTION 1. GENERAL LEAVE.** The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to City service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave of three (3) months or less, the employee may return to a position equivalent to the one held prior to taking the leave. If the employee returns to work after a leave exceeding three (3) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in the Layoff/Recall Article.

An employee, who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

An employee on an unpaid leave of absence in excess of thirty (30) days shall not earn vacation or sick leave.

**SECTION 2. MILITARY LEAVE.** Military leave shall be granted in accordance with applicable law. An employee who is a member of the National Guard or of a reserve unit of the Armed Forces of the United States will be granted leave for training sessions not to exceed fourteen (14) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the employee shall be paid his regular base salary upon receipt of the entire sum paid by the military unit.

Any employee of the City who shall be called, or enlists in the armed services shall be reinstated to his former position, including all of his seniority rights, provided he is then physically qualified to return to work. It is understood that in case of return of such employees, other employees will consent to such demotions or any other action necessary for the reemployment of such returned servicemen.

**SECTION 3. MEDICAL LEAVE.** Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy

related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

Any union member of IAMAW DISTRICT 9, who is on Pension Disability, and is able to return to work because he is physically qualified, shall be reinstated to his former position, including all of his seniority rights. It is understood that in the case of such member's return, other members shall consent to such demotions or any other action necessary for the re-employment of return Pension Disability members.

SECTION 4. JURY DUTY. An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment, the employee must submit a certificate of service duly signed by the Court Clerk. However, an employee may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant or witness shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued vacation or personal leave.

If an employee requests, he will be assigned the day shift for the duration of his jury duty. Subject to the approval of the supervisor, the employee may voluntarily trade shifts with another qualified employee working the day shift. If unable to trade shifts, an appropriately qualified relief man will be appointed to fill the individual's shift. If no relief

man is available, management will assign a qualified employee from the day shift for exchange of shifts using inverse seniority.

SECTION 5. FUNERAL LEAVE. Employees shall be granted a maximum of three (3) working days leave of absence at the regular rate of pay if a death occurs to one of the following: spouse, children, step children, mother, father, sister, brother, step mother, step father, step brother, step sister, grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death.

Pay shall be granted only for employee's regular work days spent in making funeral arrangements, attending the funeral or memorial service, and traveling to and from the funeral or memorial service. Employees must notify the Job Steward and Superintendent in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the time and place of the funeral he attended and the relationship to him of the deceased.

Employees attending a funeral or memorial service as specified in the preceding paragraphs on any day which falls on any scheduled benefit time excluding sick time shall not be charged benefit time for that day.

In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days (instances) used per year or eligibility for the sick leave bonus.

SECTION 6. UNION LEAVE/BUSINESS. Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer shall upon leaving that office be reinstated to his former position, including all his seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating



sessions with the employer. A maximum number of four (4) employees will be released from duty with pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

Such time off shall not be detrimental in any way to the employee's record, or affect the employee's sick time bonus.

## **ARTICLE X - JOB DESCRIPTIONS**

### **SECTION 1. DUTIES OF THE MAINTENANCE CREW LEADER.**

- A. Serve as lead worker of employees assigned to the maintenance crew. Such work shall include maintaining records, assignment of work, and assisting the supervisor in scheduling. He shall be responsible for the quality and quantity of the work performed by the individuals assigned to him.
- B. Instruct and assist in training all employees.
- C. Shall spend the preponderance amount of his work time performing duties in the hands-on capacity.
- D. Shall report all unfavorable conditions in writing to his designated supervisor.
- E. Shall be a certified welder for five (5) continuous years and will be expected to maintain this certification. However, should he not be able to recertify after exhausting good faith efforts to certify, it will not require relinquishment of this position. Employees who refuse to make good faith efforts to recertify will no longer hold the position.
- F. Shall be responsible for coordinating procurement of materials.
- G. Where the responsibilities of more than one maintenance crew leader overlap, the senior maintenance crew leader shall have the authority to make decisions in the absence of the maintenance supervisor or his designee.

### **SECTION 2. DUTIES OF THE MATERIAL HANDLING CREW LEADER.**

This position reports to a Supervisor or his designee and is responsible for receiving, storing, handling and mixing of all fuels and materials from delivery to waste. Specific duties are as follows:

- A. Responsible for training assigned personnel. Operate the system as needed.
- B. Coordinate fuel and material received for maximum efficiency.
- C. Obtain fuel and material samples sufficient to assure proper testing.
- D. Responsible for cleanliness of all fuel and material handling areas and equipment.
- E. Keep records and make reports as directed.
- F. Report, in writing, any and all unfavorable conditions to the designated Supervisor.
- G. Responsible for requests, in writing, of all supplies and materials.

- H. Shall spend the preponderance amount of his work time performing duties in a hands-on capacity.
- I. Operation of water truck and street sweeper per shift as required.

### SECTION 3. DUTIES OF THE CERTIFIED WELDER.

This position reports to his designated supervisor and is responsible for, but not limited to, effectively and efficiently performing all duties assigned. He must also maintain high pressure certification required for a generating station as per current practice.

- A. Assist in training all assigned personnel.
- B. Perform preventive maintenance as directed.
- C. Lay out jobs assigned.
- D. Report, in writing, all unstable conditions to designated supervisor.
- E. Order materials as directed.
- F. May be required to recertify as required per National Boiler Inspection Code (NBIC). Employees failing a visual weld inspection or Non-Destructive Examination will be required to repair the weld defect. If the weld defect is not repaired in two (2) additional attempts or if the employee fails four (4) examinations in one (1) rolling year, the employee will return to the Journeyman classification. If he is able to recertify within a twelve (12) month period with one attempt he will return to Certified Welder. The City will allow the use of City material and equipment for practice, but said practice may be on the employee's own time, or during work hours at the supervisor's discretion.

### SECTION 4. DUTIES OF THE JOURNEYMAN.

This position reports to his designated supervisor and is responsible for, but not limited to, effectively and efficiently performing all duties assigned.

- A. Assist in training all assigned personnel.
- B. Perform preventive maintenance as directed.
- C. Lay out jobs assigned.
- D. Report, in writing, all unstable conditions to designated supervisor.
- E. Order materials as directed.

### SECTION 5. DUTIES OF THE JOURNEYMAN (IN THE MATERIAL HANDLING AREA).

- A. Receive instructions from Supervisor or his designee and see that they are properly executed.
- B. Function as back-up for and assist the Crew Leader in receiving, storing, handling and mixing of all fuels, limestone, Scrubber sludge and materials.
- C. Keep up-to-date records and data as directed.
- D. Keep all material handling areas and equipment clean.

- E. Assist in properly training all personnel assigned to the Material Handling Crew.
- F. Report, in writing, all unfavorable conditions to the person designated.
- G. Operation of water truck and street sweeper per shift as required

#### SECTION 6. DUTIES OF THE AUXILIARY OPERATORS.

- A. Perform any duties as directed by the Unit Operator.
- B. Make hourly inspection and lubrication of all boilers and associated equipment.
- C. Keep hourly records as directed.
- D. Assist in training other personnel as directed.
- E. Assist other personnel as necessary.
- F. Report, in writing, any abnormal conditions existing in the Plant.
- G. Keep assigned equipment clean.

#### SECTION 7. DUTIES OF THE RELIEF AUXILIARY OPERATOR.

- A. Perform any duties as directed by the Unit Operator.
- B. Make hourly inspection and lubrication of all assigned equipment.
- C. Keep hourly records as directed.
- D. Assist in training other personnel as directed.
- E. Assist other personnel as necessary.
- F. Report, in writing, any abnormal condition existing in the Plant.
- G. Keep assigned equipment clean.

#### SECTION 8. DUTIES OF THE UTILITY OPERATOR.

- A. Receive instructions from the designated supervisor.
- B. Report in writing any abnormal condition to the FGDS and Unit Operators.
- C. Assist in keeping assigned work area clean and safe.
- D. Relieve auxiliary operators and FGDS CRO II where required at the FGDS or Dallman plants.
- E. May be assigned to IAMAW DISTRICT 9 maintenance crews to assist in maintenance efforts within the plant or FGDS as plant needs require or with the machinists crew during turbine overhauls.

#### SECTION 9. DUTIES OF THE APPRENTICE.

This position reports to his designated supervisor and is responsible for, but not limited to, effectively and efficiently performing all duties assigned.

Duties: As per IAMAW DISTRICT 9 employee Joint Apprentice Program.

#### SECTION 10. DUTIES OF THE RELIEF COAL HANDLER.

This position reports as designated, and relieves the Material Handler when appropriate, with specific duties as listed below:

- A. Receive instructions from Crew Leader or designated Supervisor and see that they are properly executed.
- B. Function as back up for, and assist the Material Handler in receiving, storing, handling and mixing of all fuels, limestone, Scrubber sludge and material from delivery to waste.
- C. Keep up-to-date records and data as directed.
- D. Keep all material handling areas and equipment clean.
- E. Assist in properly training all personnel assigned to the Material Handling Crew.
- F. Operation of water truck and street sweeper per shift as required.
- G. Report, in writing, all unfavorable conditions to the Crew Leader or designated Supervisor.

#### SECTION 11. DUTIES OF THE BUILDING AND GROUNDS CREW LEADER.

- A. Receive instructions from designated Supervisor(s) and see that they are properly executed.
- B. Perform assigned cleaning duties in office areas, control rooms, etc.
- C. Responsible for cleanliness and minor maintenance of assigned facilities, as directed.
- D. Supervise and perform roofing, tiling and other specialized work at the Generating Station and other CWLP facilities as directed.
- E. Direct and supervise all personnel assigned to his crew.
- F. Report all unfavorable conditions in writing to designated Supervisor(s).
- G. Shall spend the preponderance amount of his work time performing duties in a hands-on capacity.

#### SECTION 12. DUTIES OF THE BUILDING AND GROUNDS UTILITY PERSON.

This position reports to his designated supervisor and is responsible for, but not limited to, effectively and efficiently performing all duties assigned.

- A. Building maintenance, cleaning, roofing, tiling and other specialized work as directed by designated supervisor.
- B. Assist in training all assigned personnel.
- C. Report, in writing, all unstable conditions to designated supervisor.
- D. Order materials as directed.

### SECTION 13. DUTIES OF THE BUILDINGS AND GROUNDS KEEPER.

- A. Receive instructions from the Building and Grounds Crew Leader and see that they are properly executed. Follow proper procedures and perform any of the duties required to maintain buildings and grounds.
- B. Building cleaning and minor building maintenance including roofing, tiling and other specialized work as directed.
- C. Grounds care as directed.
- D. Perform all other duties as directed.
- E. Report all unfavorable conditions, in writing, to the Building and Grounds Crew Leader.

### SECTION 14. DUTIES OF THE FGDS CRO I.

- A. Receive instructions from the designated supervisor.
- B. Oversee all FGDS operations and perform all duties required for proper operation of the shift assigned and strive for ideal operating conditions and procedure
- C. Report all unfavorable conditions, in writing, to the designated supervisor.
- D. Keep operational log and hourly records as directed.
- E. Perform pH and density readings on system processes as directed.
- F. Perform an inspection tour of all assigned equipment at least twice per shift unless operating conditions are critical.
- G. Assist in training all personnel assigned to the shift.
- H. Assist in keeping assigned equipment and work areas clean and safe.
- I. Lubricate designated equipment.

### SECTION 15. DUTIES OF THE FGDS CRO II.

- A. Receive instructions from the designated supervisor.
- B. Report all unfavorable conditions, in writing, to the designated supervisor.
- C. Assist in keeping assigned equipment and work areas clean and safe.
- D. Lubricate designated equipment.
- E. Assist in training personnel assigned to shift.
- F. When not involved in FGDS operation, may be assigned by supervisor to such duties as follows: cleaning, assisting maintenance crews, training or other reasonable duties as may be deemed necessary at the plants.

### SECTION 16. DUTIES OF BORON SYSTEM OPERATOR.

Boron System Operator assigned to day shift will have the responsibility to have adequate chemicals in place to treat the clarifier for the next 16 hours, and maintain the operation of the system within limits prior to handing off responsibility to the CRO II at 3:00 p.m.

The Boron System Operator will communicate to the afternoon CRO II any problems that may carry over to the next shift. These concerns and problems should also be noted in the boron system log book.

The Boron System Operator shall also:

- A. Receive instructions from the designated supervisor.
- B. Report all unfavorable conditions, in writing, to the designated supervisor.
- C. Oversee all boron system operations and perform all duties required for proper operation of the shift and communicate with afternoon CRO II for ideal operating conditions and procedures.
- D. Keep operational log and hourly records as directed.
- E. Perform Ph and density readings on system processes as needed.
- F. Assist in training all personnel assigned to the shift.
- G. Assist in keeping equipment and work areas clean and safe.
- H. Lubricate designated equipment.
- I. Maintain operating parameters within the permit with the Springfield Metro Sanitary District (SMSD).

Boron System Operator position will be posted and filled pursuant to the contract with FGDS qualified personnel based on FGDS seniority.

#### SECTION 17. TEMPORARY STUDENT SUMMER EMPLOYEES.

The following rules and regulations pertain to employment of temporary student summer employees under the jurisdiction of IAMAW DISTRICT 9.

- A. The applicant or employee who serves as a temporary student summer employee must be of at least the age of eighteen (18) years and he must be of good moral character and physically able to do manual work.
- B. The applicant or employee who will participate in the temporary student summer employment program at the Power Plant shall be at least a graduate of an accredited high school who will attend a college or who has designated a specific college which he intends to attend in the fall of the year of his employment.
- C. Preference shall be given to applicants who apply for employment prior to April 30th of the year in which he seeks to work under this program.
- D. The temporary student summer employee will receive the wage set forth in Article V, Section 3, and shall perform non-skilled work, as assigned, which falls under the jurisdiction of this Agreement.

### **ARTICLE XI - SPECIAL CONDITIONS DURING UNIT OUTAGES**

SECTION 1. During periods of FGDS shutdown or Dallman unit outages, Operations personnel may be assigned to other plant duties as plant needs require, including

assisting IAMAW DISTRICT 9 maintenance crews. This could include assignment to a shift other than the individual's normally scheduled shift. Individuals assigned to a different shift shall be given at least ten (10) hours notification prior to the beginning of the assigned shift. When returning to their regularly assigned shift, individuals will be given a minimum of forty-eight (48) hours notice prior to the beginning of their regular shift. If individuals are not allowed forty-eight (48) hours notice prior to the beginning of their regular shift, time worked on their regular shift will be at the appropriate overtime rates.

SECTION 2. During such periods, except when scheduled for training, the FGDS CRO I will remain on shift to assure plant security and to perform other duties as assigned. The person remaining alone on shift will be required to make cursory fire inspections outside the control room area, pump down the sump, perform maintenance and clean-up, check compressors, building heating system, and small equipment. The CRO will be required to make hourly verbal contact with the FGDS CRO I.

SECTION 3. During periods of Unit 31/32 or Unit 33 FGDS shutdown, all outage related work at the Dallman FGDS will become jurisdiction of the maintenance crew. During these times, all cleaning, except vessel internals associated with the major outage, may be performed by either scrubber operations or maintenance crews as directed, regardless if the other department is cleaning or working at the scrubber. When both 31/32 and 33 FGDS are out of service, scrubber operators other than the FGDS CRO I remaining on shift may be used to assist the maintenance crews in the FGDS or elsewhere in the plants. When only one of the two FGDS is out of service, scrubber operators other than the FGDS CRO I and FGDS CRO II remaining on shift may be used to assist the maintenance crews. When the respective FGDS system is on-line, FGDS personnel, unaccompanied by maintenance personnel, may replace broken or fallen packing and clean nozzles as long as no disassembly is required.

## **ARTICLE XII - MATERIAL HANDLING CREW**

SECTION 1. DEFINITION OF THE MATERIAL HANDLING CREW. A production work group that operates the fuel and material handling system at the Generation Station. This crew consists of the following classifications with crew seniority reflected in the following list:

- Material Handling Crew Leader (Ash Pond and Plant Grounds)
- Material Handler (regular operators)
- Material Handler (relief operators)
- Apprentice 4 (permanently assigned)
- Apprentice 3 (permanently assigned)
- Apprentice 2 (permanently assigned)
- Apprentice 1 (permanently assigned)

SECTION 2. A Regular Operator shall be defined as a classified Material Handler who is on a regular rotating shift. Regular Operator's shifts and days off are not subject to change with the exception that personnel on the second shift (3:00 p.m. to 11:30 p.m.) may be temporarily assigned to an 11:00 a.m. to 7:30 p.m. shift or to the 7:00 a.m. to 3:30 p.m. shift at the Plant Superintendent's discretion; all personnel scheduled on the 3:00 p.m. to 11:30 p.m. shift on weekends may have their days off changed to Sunday and Saturday during Unit 33 outages to work on the outage. Employees working within the material handling area may be assigned to maintenance crews. This will be determined by the Plant superintendent or his designee at the beginning of the shift.

The Senior Material Handler on each shift shall be classified as a Material Handling Crew Leader, shall assume all responsibilities of this position and shall receive the Material Handling Crew Leader's rate of pay. In the case where two (2) shifts overlap, only the Senior Material Handler within the area will be classified as a Material Handling Crew Leader. The addition or deletion of the temporary 11:00 a.m. to 7:30 p.m. shift will take place after forty-eight (48) hours advance notice. Once the shift has been established, it will last a minimum of two weeks in duration.

Relief men including those who will eventually be classified as Material Handler, are defined as those not on a regular rotating shift. These relief men may also be utilized wherever necessary to meet plant needs at the Plant Superintendent's discretion. The intent is to provide manpower to supplement the Scrubber and IAMAW DISTRICT 9 maintenance work groups when personnel are available in the Material Handling area.

All Material Handling Crew members will return to the Material Handling area to perform duties before any other personnel are assigned to the Material Handling area.

Whenever a Relief Apprentice is required to fill in for a Material Handler on a regular rotating shift, he shall be paid at the Material Handler rate. In the event both workers are Relief Apprentices, the senior employee will be given preference for movement to Material Handler classification.

While there is a permanent night shift in place, one additional relief operator/apprentice will be permanently assigned to the Material Handling Crew.

SECTION 3. WORKING HOURS. There shall be a 7:00 a.m. to 3:30 p.m. shift, with a meal break between 11:00 a.m. and 11:30 a.m. There shall be either a 3:00 p.m. to 11:30 p.m. shift with a meal break between 7:00 p.m. and 7:30 p.m. or an 11:00 a.m. to 7:30 p.m. shift as outlined in Article X, Section 2. The Plant Superintendent at his discretion may establish an 11:00 p.m. to 7:30 a.m. shift with a meal break between 3:00 a.m. and 3:30 a.m., provided that such shift shall be in addition to the other two shifts set forth above, the exception being a second shift of 11:00 a.m. to 7:30 p.m., as outlined in Article X, Section 2. Material Handlers assigned to the 11:00 p.m. to 7:30 a.m. shift will receive a five (5) percent shift differential. A permanent Material Handler Crew Leader for the night shift will be bid annually and receive a five (5) percent shift differential, such position can be removed with a thirty (30) day notice.



One-half hour meal periods can be taken during periods other than as noted above with the Supervisor's approval as work requirements dictate.

SECTION 4. SPECIFIC DUTIES - MATERIAL HANDLING CREW. The specific duties of Material Handling Crew include but are not limited to the following:

- A. Handling fuel and material to meet plant needs.
- B. Clean all coal and oil handling system components.
- C. Unload and transfer fuel oils.
- D. Handle all coal in permanent storage and day burn piles.
- E. Place ash in ash pits as necessary.
- F. Set crushers up as often as necessary to procure standard coal grind (minimum of once a day).
- G. Dump a tramp iron box and clean off belts (minimum of once a day).
- H. Perform preventive maintenance inspection on all fuel and material equipment as directed.
- I. Blow out and clean clutches and down chutes and other trouble areas (minimum of once a day).
- J. Clean out crushers, feeders, etc., when they affect the operation (Maintenance will clean on a scheduled basis).
- K. Receiving, hoisting and storage of limestone.
- L. Loading of sludge.
- M. Weighing of trucks.
- N. Clean grit chamber daily.
- O. Clean drainage lines and any other work deemed necessary at the coal runoff ponds.
- P. Removal of material sludge from the slurry holding pond.
- Q. Cleaning of Waste Water treatment pond.

SECTION 5. SUPERVISION. The Material Handling Crew will be under the direction of the Production Superintendent or his designee.

SECTION 6. OVERTIME. All overtime work shall be equally and impartially divided among all employees within the Material Handling area insofar as is practicable.

### **ARTICLE XIII - ELECTION OF REMEDIES**

The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or difference arises concerning the interpretation and/or application of the wages, hours and terms and conditions of employment in the Agreement (except disputes or differences involving discipline and/or discharge), that the Steps and provisions in the Grievance and Arbitration Articles shall be the exclusive procedures for resolving the dispute or difference. If a dispute or difference arises concerning discipline and/or discharge, the employee shall elect to have the matter

processed under the provisions of either the grievance and arbitration procedure in this Agreement or procedures applicable under the City of Springfield Employment Policies; and, after selecting one of the two procedures, shall be deemed to have waived his rights under the other procedure.

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

SECTION 1. CWLP agrees to meet with the duly accredited officers of the Local Union and/or its designees as outlined in this Section to resolve differences that may arise between the Employer and the Local Union.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, established procedures of the parties, and the meaning, interpretation or application of this Agreement to those issues.

The following steps shall be followed in processing a grievance under this procedure:

Step 1. The steward on a job in case of a grievance shall take the matter up with the immediate supervisor of the Department in which the person is employed within fifteen (15) working days of the time the union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance.

Step 2. If the grievance is not resolved satisfactorily within five (5) working days after submission in Step 1, the grievance shall be submitted in writing within five (5) working days to the Manager of the Department by the Local Union.

Step 3. If the grievance is not resolved satisfactorily within five working (5) days after submission to Step 2, the Local Union shall submit the grievance in writing within five (5) working days to the General Manager or his designee.

Step 4. If the grievance is not resolved satisfactorily at Step 3 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article XIV. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the General Manager or within twenty (20) working days after such decision was due.

A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure.

The time limits at any step may be extended by written mutual agreement of the parties.

SECTION 2. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union.

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance.
2. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

## **ARTICLE XV - ARBITRATION**

SECTION 1. If the representatives of the Employer and of the Local Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

SECTION 2. If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

SECTION 3. The fees and expenses for the arbitrator's services, if any shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and

expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

## **ARTICLE XVI - UNION DUES AND FAIR SHARE**

SECTION 1. The Employer shall continue to deduct Union dues and transmit the same to the Local in the same manner as has been the practice of the parties. In the event that an employee covered by the terms of this Agreement shall not voluntarily sign a check-off authorization or in the event that an Employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary check-off in the amount previously certified providing the Union specifies the method used in calculation of the check-off amount to the Employer by the Secretary of the Union as the fair share amount of collective bargaining costs, which shall not exceed 85 percent of Union dues, and promptly forward such sums to the Union(s) provided such check-off is consistent with current law. Fair share deduction for new employees who do not voluntarily sign a check-off authorization shall commence within thirty (30) days after the employee's start date. Should an Employee object to this procedure based upon bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, that Employee may be required to pay an amount equal to his fair share to a nonreligious charitable organization mutually agreed to by the affected Employee and the Union. If the Employee and the Union are unable to agree upon a nonreligious charitable organization, the payments may be made to any of the following organizations: The Heart Fund, Muscular Dystrophy or the American Cancer Society. The Union shall indemnify and hold harmless the Employer from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section.

SECTION 2. Union shall certify to CWLP and provide CWLP with satisfactory proof of the amount of the "fair share" payment and the membership dues payment at least annually.

SECTION 3. Employer shall pay Union for the amounts withheld from each employee paycheck according to the current practice. A list of employees and the amount deducted from their paychecks shall be supplied to Union.

## **ARTICLE XVII - MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to establish reasonable rules and regulations, to determine its policies, its over-all budget, the manner of exercise of its functions, and the direction of

its workforce and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement.

## **ARTICLE XVIII - DISCIPLINE**

SECTION 1. While the parties agree with the tenets of progressive and corrective discipline, disciplinary action shall include only the following, but shall be initiated in light of the seriousness of the offense:

- a. Verbal Warning
- b. Written Warning
- c. Suspensions
- d. Discharge

Disciplinary action may be imposed upon a certified (nonprobationary) employee for just cause. The Local Union will be notified of the disciplinary action.

## **ARTICLE XIX - SAVINGS**

SECTION 1. PARTIAL INVALIDITY. Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to the State or Federal law, such invalidation of such part or provision shall not invalidate the remaining portion hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

## **ARTICLE XX - LAYOFF/RECALL**

The employer has the right to employ, lay off, discharge and promote employees in accordance with the provisions of this Agreement. However, any employee laid off or discharged for any reasons other than lack of work or lack of funds may file a grievance pursuant to the procedure outlined in this Agreement and the layoff or discharge shall be processed in accordance with the Grievance and Arbitration Procedure in this Agreement. The reason for discharge or layoff shall be given to the employee and Union in writing and the Union may in all respects appear for and represent in its name or the employee's name the interest of the employee and the Union. In case of layoff, employees will be laid off by inverse order of seniority. Recall shall be by seniority. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

## **ARTICLE XXI - LABOR-MANAGEMENT MEETINGS**

Labor-Management meetings will be conducted quarterly (if requested). Union and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor-Management meeting.

## **ARTICLE XXII - COMMERCIAL DRIVER'S LICENSE REQUIREMENT**

Within six (6) months of employment, employees entering the bargaining unit after June 1, 1993, will be required to obtain and maintain a Class B Commercial Driver's License with all pertinent endorsements.

The City will reimburse the employee the incremental cost for the CDL that is above the cost of the employee's personal driver's license.

## **ARTICLE XXIII - TEMPORARY ASSIGNMENT**

An employee placed on temporary assignment to a higher paid classification shall receive the current rate of pay for the higher classification for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification.

An employee placed on temporary assignment to a lower paid classification shall suffer no reduction in wages during such period, and be subject to all rules and regulations pertaining to that classification.

## **ARTICLE XXIV - NON-DISCRIMINATION**

SECTION 1. PROHIBITION AGAINST DISCRIMINATION. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental handicap. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 2. EQUAL EMPLOYMENT/AFFIRMATIVE ACTION. The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

## ARTICLE XXV - DRUG AND ALCOHOL TESTING

Effective October 1, 2012, all employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any OSHA recordable event or any accident which results in a fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving traffic violation arising from an accident.

SECTION 1. DISCIPLINE. Upon the return of a positive drug or alcohol test, the following will result:

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

1. First Offense – The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
2. Second Offense – The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract. No pre-disciplinary hearing is required, unless requested by the union or employee.
3. Third Offense – The employee will be terminated.

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

1. First Offense – The employee will be subject to a minimum 15 day suspension without pay and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required, unless requested by the union or employee
2. Second Offense – Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.\* No pre-disciplinary hearing is required, unless requested by the union or employee.

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

If a drug test result is positive:

1. First Offense – The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required unless requested by the union or employee.
2. Second Offense – Any employee who test positive for drugs and/or alcohol within five (5) years of his or her previous test will be automatically terminated. No pre-disciplinary hearing is required unless requested by the union or employee.

SECTION 2. COMPLIANCE WITH TESTING REQUIREMENTS. Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

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

SECTION 3. RETURN-TO-DUTY CONTRACTS. An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

1. A release-to-work statement from an approved Substance Abuse Professional (SAP) prior to returning to work.
2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.
3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work. The employee will be responsible for the cost of such testing.
4. An agreement to unannounced frequent follow-up testing.
5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Work Contract is grounds for discharge.

SECTION 4. CONFIDENTIALITY. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the Medical Review Officer (MRO) shall be held confidential.



Such records and explanations may be disclosed among directors, managers and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

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

### **ARTICLE XXVI - SAFETY INCENTIVE**

Effective October 1, 2007, all employees covered under this agreement who work safely in accordance with all safety rules, have no lost time accidents or OSHA recordable injury in a contract year, shall receive a safety incentive on September 30<sup>th</sup> through the duration of the agreement. The incentive shall be administered as follows:

<u>Years</u>	<u>Incentive</u>
1-4	\$ 250
5	\$ 750
6-9	\$ 350
10	\$1350
11-14	\$ 450
15	\$1950
16-19	\$ 550
20	\$2550
21-24	\$ 650
25	\$3150
26-29	\$ 750
30	\$3900

Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a no lost time accident or OSHA recordable injury will receive 50% of the incentives. Years prior to October 1, 2007 do not count for purposes of determining the incentive.

### **ARTICLE XXVII - RESIDENCY**

Effective March 1, 2018, residency shall apply for any employees hired after the effective date of the ratified contract and to all current employees who reside within boundaries of the City of Springfield. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the

City of Springfield, then the requirements of the residency ordinance shall apply. Should the residency ordinance be reversed during the term of this agreement, this provision will become null and void. Should the residency ordinance be amended, the union maintains the right to negotiate any such modification that affects terms and conditions of employment when the amendment occurs.

### ARTICLE XXVIII - DURATION, AMENDMENT AND TERMINATION

SECTION 1. TERM. This Agreement shall become effective October 1, 2017 to September 30, 2020. It shall continue in effect from year to year thereafter, unless notice for amendment or termination is given in the manner provided herein.

SECTION 2. NOTICE TO AMEND OR TERMINATE. Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the termination date.

### CONCLUSION

The foregoing is an accurate and true labor agreement reached between the authorized representative of CWLP and said Local Union.

  
Business Agent, IAMAW, District 9

  
Mayor, City of Springfield

Date Signed: 4-18-18

Date Signed: 5-17-18

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
BORON MITIGATION SYSTEM**

The parties to the Master Agreement agree to the following:

1. A FGDS position will be posted and filled pursuant to the contract. The position will be scheduled Monday through Friday, 7:00 a.m. to 3:00 p.m.
2. The new CROII position will primarily be assigned to the Boron Mitigation System. The position will also be available to assist with other duties in the Scrubber. The Boron System CROII is not required to be CROI qualified, but will be required to be FGDS CROII qualified.
3. Qualified apprentices will be assigned to the Boron System on weekends on the 7:00 a.m.-3:00 p.m. day shift, but will not be solely assigned to the system. During such assignment, the apprentices will be paid at the CROII rate of pay.
4. If the Boron System is in full recirculation or during outages, management will decide if the position will be filled to cover vacations, weekends, sick time or other days when the regularly assigned personnel are absent.
5. Line of Progression in the FGDS crew will be as follows:
  - a. FGDS CRO I
  - b. FGDS CROII
  - c. Boron System – CROII
  - d. 9<sup>th</sup> man- FGDS Relief position (apprentice rate unless stepped up)  
Person assigned to Boron System M thru F days would need to move up to the FGDS CROII position prior to moving to the FGDS CROI position. Boron System – CROII will not be utilized to fill vacancies in the FGDS CROII position unless the boron system is in full recirculation or during outages.
6. Overtime –
  - a. FGDS – same as now
  - b. Boron System Operator – OT on boron system as needed for other shifts and weekends, unless a qualified apprentice trained for the boron system is available.
  - c. Replacing the Boron system operator due to an unscheduled absence:
    - i. Use trained and qualified (for Boron system and CROII) apprentice available to fill position on regular time. This could be the 9<sup>th</sup> or 10<sup>th</sup> man FGDS relief person, if available.
    - ii. Use the 10<sup>th</sup> man.
    - iii. Use trained and qualified FGDS CROII's, based on seniority for OT.
    - iv. Use 9<sup>th</sup> man FGDS relief person, if trained on Boron system for OT.
    - v. Use trained and qualified (for Boron system) apprentices by seniority for OT.
  - d. Boron system operator would be eligible for OT in the FGDS CROII position, under the seniority rules above.

## ADDENDUM - OVERTIME CALL OUT PROCEDURES

In the event that it becomes necessary that an individual on a shift must be replaced, the following call out procedure is to be used after notification by the supervisor in charge for the need of overtime:

### I. DALLMAN SCRUBBER

#### A. Scrubber CRO I:

1. Sr. CRO I off
2. Next CRO I off
3. Split between CRO I's on shift
4. CRO I off shift
5. Sr. CRO II off
6. Next CRO II off

#### B. CRO II:

1. Mon-Fri: Qualified Apprentice to avoid OT
2. Sr. CRO II off
3. Next CRO II off
4. Split between CRO IIs on shift
5. Relief Operator (9th Man)
6. Relief Operator (10th Man)
7. Sr. CRO I off
8. CRO I off shift
9. Boron Operator
10. Apprentices

#### C. Rock/Clean Up:

1. Relief Operator (9th)
2. Relief Operator (10th)
3. Sr. CRO II off
4. CRO II off shift
5. Sr. CRO off
6. CRO I off shift
7. Apprentices

#### D. Boron:

1. Mon-Fri: Qualified Apprentice to avoid OT
2. Boron Operator
3. Relief Operator (10th)
4. Sr. CRO II off
5. CRO II off shift
6. Relief Operator (9th)
7. Sr. CRO I off
8. CRO I's off shift
9. Apprentices

### II. MATERIAL HANDLING

1. During any hours that a Material Handling Crew Leader is on duty, he will be responsible for calling Material Handling Operators when needed for overtime, as directed by the Material Handling Supervisor and/or Supervisor of Generation.
2. Overtime will be filled by Crew Leader on duty before he gets off duty if possible. This responsibility is not left up to management.
3. During the hours when there are no Material Handlers on duty, the Supervisor of Generation and/or Material Handling Supervisor will call Material Handling Operators as needed.

4. All members of the Material Handling Area will be called for overtime, even if on vacation, bonus leave, comp time, or casual days before filling the overtime from outside the Material Handling Crew. (This is a courtesy call). Operators will **NOT** be charged if they say no while off on these days.
5. Operators on their scheduled days off are eligible for overtime as listed on the current overtime list.
6. Management will call all people outside of the Material Handling Crew.
7. Overtime will be filled as time permits. (As soon as practicable)
8. Management may try and schedule pre-arranged overtime before time causes emergency overtime.
9. New day starts at Midnight. This could mean a 16 hour shift for an employee who is off both shifts:  
  
    Day one:     3:00 p.m. - 11:30 p.m.  
    Day two:     11:00 p.m. - 7:30 a.m.  
    Or, overtime shift the employee is off and next shift employee is working.
10. Any rules not clearly understood (or overtime not covered in these rules) will be decided by all crew members present at the time overtime is filled.
11. It takes a majority of all crew members to overrule or change any overtime (added or change any rules). This is our grievance procedure. As long as management does not interfere or overrule this policy.
12. Local will furnish CWLP with an Overtime Call-In List.
13. The list will be updated every two weeks.
14. New list will start the first rotation of January 1 of each year by seniority.
15. The overtime list will have to be signed by the Crew Leader on duty, Supervisor of Material Handling or designee, and dated to be officially recognized.
16. The overtime list will have numbers next to each name that will represent the order for employees who are off to be called, not taking into consideration job continuation, vacation, comp time, CD, sick, etc.
17. All efforts will be made to get the correct person, recognizing the overtime procedures.

## **MEMORANDUM OF UNDERSTANDING REGARDING FGDS 12 HOUR SHIFTS**

In efforts to control costs while providing additional consecutive days off to members, the parties agree to the modified terms and conditions to the Master Agreement pertaining to a twelve (12) month pilot program utilizing twelve (12) hour shifts, that may, upon mutual agreement of the parties be extended after the twelve (12) month pilot program, as follows:

1. Effective upon ratification of the parties 2017 contract and a time mutually agreeable between the parties, the FGDS Operators (CRO I, CRO II, 9<sup>th</sup> Man, and 10<sup>th</sup> Man) will begin a 12 hour shift rotation, 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m., which will result in 80 hours per 2 week pay period. This shall not cause overtime pay during the scheduled 80 hours.
2. The FGDS 9<sup>th</sup> Man's week will consist of a minimum of two (2) operational shifts and other shifts assigned at the discretion of the Superintendent. The 9<sup>th</sup> man will be assigned first to cover vacancies of one week or more. Vacancies of other durations may be covered with the 9<sup>th</sup> man as long as they do not conflict with the Tuesday and Wednesday shifts. The 10<sup>th</sup> man will be first assigned to the Boron Plant on 7:00 a.m.-3:00 p.m. shift Saturday and Sunday, as well as Monday 7:00 a.m.-3:30 p.m. at Material Handling if needed, and to cover vacancies at the Boron Plant. The 10<sup>th</sup> man will not cover the Boron Plant on Saturday and Sunday if filling a week vacancy created by the Boron Operator or FGDS Operator. The 10<sup>th</sup> man will receive the CRO II rate of pay if they have attained qualifications of a third year apprentice when stepped up to the CRO II or Boron Operator. 10<sup>th</sup> man will be assigned Boron/FGDS step up shifts prior to relief personnel not assigned to FGDS. Relief Personnel will be used to fill any remaining shifts necessary.
3. The FGDS 9<sup>th</sup> Man will be trained and qualified to work in the CRO I position if needed to cover vacations and overtime.
4. It is understood that all time off shall be taken based on hour increments. 4, 8, or 12 hour increments will only be accepted. Requests for time off less than a full scheduled shift will be approved unless it creates overtime.
5. It is understood that all accrued time for vacation, sick, casual, and bonus days remain at the current accrual rates as stated in the Master Contract in that "1 day" equals 8 hours of accrued time in the Master Contract. The 8 hour day accruals will be converted to all hours and 12 hour shift employees will be required to use the requisite amount of hours for time off for their 12 hour shift, hour for hour. (ex. Use of 1 sick day = 12 sick hours). Bonus time accrual will also be converted to hours (ex. 2 bonus days = 16 hours; 3 bonus days = 24 hours; and 5 bonus days = 40 hours). The 3 casual days will also be converted to 24 hours of casual time.

6. For employees on 12 hour shifts sick instances per Article VII, Section 3E. shall be as follows:
  - 4 instances – verbal warning
  - 5 instances – written warning
  - 6 instances – 1 day suspension
  - 7 instances – 3 day suspension
  - 8 instances – 5 day suspension
  - 9 or more instances – greater than 5 day suspension or termination
7. It is understood that Relief Personnel who work on shifts at the FGDS will receive 80 hours in the 2 week pay period.
8. Should any of the Master Contract terms and conditions conflict with the specific agreements contained within this MOU pertaining to 12 hour shifts, this MOU shall control for the duration of the MOU, including any mutually agreed extensions of the MOU.
9. This MOU is entered without precedent or prejudice to either side. After the 12 month period expires, the parties must mutually agree to extend the agreement for the duration of the contract, unless otherwise agreed. Either party may propose modifications related to issues that arise during the twelve (12) month pilot period.
10. Should either party not agree to extend the terms of this MOU after the twelve (12) month pilot period, this MOU shall become moot and the full terms and conditions of the parties' Master collective bargaining agreement shall apply
11. It is understood that this MOU sunsets at the expiration of the collective bargaining agreement, September 30, 2020.

<b>Machinists Fireman and Oiler</b>	<b>10/1/2017</b>	<b>10/1/2018</b>	<b>10/1/2019</b>
<b>Title</b>	<b>1.5%</b>	<b>1.75%</b>	<b>1.75%</b>
<b>Rates for employees hired before October 1, 2014:</b>			
Maintenance Crew Leader	\$45.9085	\$46.7119	\$47.5294
Maintenance Crew Leader (Perm Night Shift)	\$48.2024	\$49.0459	\$49.9042
Material Handling Crew Leader	\$44.8935	\$45.6791	\$46.4785
Material Handling Crew Leader (Perm Night Shift)	\$47.1265	\$47.9512	\$48.7903
Certified Welder	\$43.4826	\$44.2435	\$45.0178
Certified Welder (Perm Night Shift)	\$45.6446	\$46.4434	\$47.2562
Journeyman	\$38.3366	\$39.0075	\$39.6901
Journeyman (Perm Night Shift)	\$40.2549	\$40.9594	\$41.6762
Material Handler	\$40.0621	\$40.7632	\$41.4766
Auxiliary Operator 33	\$41.5034	\$42.2297	\$42.9687
Auxiliary Operator 31/32	\$38.2960	\$38.9662	\$39.6481
Relief Auxiliary Operator/FGDS 9th Man	\$37.1186	\$37.7682	\$38.4291
Utility Operator	\$36.7735	\$37.4170	\$38.0718
FGDS Operator - CROI	\$46.3754	\$47.1870	\$48.0128
FGDS Assistant Operator - CROII	\$41.5034	\$42.2297	\$42.9687
CROII Boron System Operator	\$41.5034	\$42.2297	\$42.9687
<b>Rates for employees hired before October 1, 2011:</b>			
Apprentice 1	\$26.5017	\$26.9655	\$27.4374
Apprentice 2	\$30.7545	\$31.2927	\$31.8403
Apprentice 3	\$33.7792	\$34.3703	\$34.9718
Apprentice 4	\$36.2152	\$36.8490	\$37.4939
Building & Grounds Crew Leader	\$32.0943	\$32.6560	\$33.2275
Utility Person	\$29.9121	\$30.4356	\$30.9682
Grounds Keeper 1	\$22.0560	\$22.4420	\$22.8347
Grounds Keeper 2	\$23.4871	\$23.8981	\$24.3163
Temporary Student Summer Employee	\$11.6522	\$11.8561	\$12.0636
FGDS 10th Man - Utility Operator	\$27.5471	\$28.0292	\$28.5197
<b>New rates for employees hired on or after October 1, 2011 (Frozen-No CPI):</b>			
Apprentice 1	\$19.0000	\$19.0000	\$19.0000
Apprentice 2	\$20.0000	\$20.0000	\$20.0000
Apprentice 3	\$21.0000	\$21.0000	\$21.0000
Apprentice 4	\$22.0000	\$22.0000	\$22.0000
Grounds Keeper 1	\$15.0000	\$15.0000	\$15.0000
Grounds Keeper 2	\$16.0000	\$16.0000	\$16.0000
<b>New rates for employees hired on or after October 1, 2011 (Frozen-No CPI applied until employee reaches title):</b>			
Utility Operator/FGDS 10th Man	\$26.2900	\$26.2900	\$26.2900
Utility Person	\$19.5000	\$19.5000	\$19.5000
Building & Grounds Crew Leader	\$21.5000	\$21.5000	\$21.5000
<b>New rates for employees hired on or after October 1, 2014 (Frozen-No CPI applied until employee reaches title):</b>			
Maintenance Crew Leader	\$39.8895	\$39.8895	\$39.8895
Maintenance Crew Leader (Perm Night Shift)	\$42.0819	\$42.0819	\$42.0819
Material Handling Crew Leader	\$38.9151	\$38.9151	\$38.9151
Material Handling Crew Leader (Perm Night Shift)	\$41.0568	\$41.0568	\$41.0568
Certified Welder	\$37.5652	\$37.5652	\$37.5652
Certified Welder (Perm Night Shift)	\$39.6459	\$39.6459	\$39.6459
Journeyman	\$32.6323	\$32.6323	\$32.6323
Journeyman (Perm Night Shift)	\$34.4694	\$34.4694	\$34.4694
Material Handler	\$34.2969	\$34.2969	\$34.2969
Auxiliary Operator 33	\$35.6773	\$35.6773	\$35.6773
Auxiliary Operator 31/32	\$32.6018	\$32.6018	\$32.6018
Relief Auxiliary Operator/FGDS 9th Man	\$31.4752	\$31.4752	\$31.4752
Utility Operator/FGDS 10th Man	\$26.6844	\$26.6844	\$26.6844
FGDS Operator - CROI	\$40.3361	\$40.3361	\$40.3361
FGDS Assistant Operator - CROII	\$35.6773	\$35.6773	\$35.6773
CROII Boron System Operator	\$35.6773	\$35.6773	\$35.6773