

AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NUMBER 965

AND

THE CITY OF SPRINGFIELD

OFFICE OF PUBLIC WORKS

JUNE 1, 2017 THROUGH MAY 31, 2020

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	1
ARTICLE I RECOGNITION	1
ARTICLE II UNION SECURITY	1
ARTICLE III NON-DISCRIMINATION	2
ARTICLE IV GRIEVANCE PROCEDURE.....	3
ARTICLE V DISCIPLINE.....	5
ARTICLE VI NO-STRIKE AND NO LOCKOUT	6
ARTICLE VII MANAGEMENT RIGHTS	7
ARTICLE VIII SENIORITY	7
ARTICLE IX HOURS OF WORK.....	8
ARTICLE X HOURLY WAGE RATES AND COMPENSATION	9
ARTICLE XI LAYOFF AND RECALL.....	12
ARTICLE XII DRUG TESTING.....	12
ARTICLE XIII HOLIDAYS	14
ARTICLE XIV VACATIONS	15
ARTICLE XV LEAVES OF ABSENCE.....	16
ARTICLE XVI GROUP HEALTH INSURANCE	18
ARTICLE XVII GENERAL PROVISIONS	19
ARTICLE XVIII SUBCONTRACTING	21
ARTICLE XIX SAVINGS PROVISIONS - PARTIAL INVALIDITY	21
ARTICLE XX ENTIRE AGREEMENT.....	Error! Bookmark not defined.
ARTICLE XXI TERMINATION.....	Error! Bookmark not defined.

AGREEMENT

This AGREEMENT is between the City of Springfield, Illinois, Office of Public Works (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 965, 965A, 965B, 965C and 965RA (hereinafter referred to collectively as the "Union").

ARTICLE I RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of the Department employed or engaged in operating, erecting, dismantling or repairing machines used in construction and repair work, in loading, unloading and storage of commodities, in sweeping, cleaning and removing debris and snow from streets and roads, and in connection, with tree trimming, sign, sidewalk, and sewer crews, but excluding supervisory, managerial, confidential and office clerical employees.

ARTICLE II UNION SECURITY

Section 1. Voluntary Union Membership

It is provided that employees voluntarily making application for membership to the Union shall start paying monthly dues and the initiation fee on or after the thirtieth (30th) day following the beginning of employment, and shall then be given 60 days following the signing or the making of application to pay the initiation fee in full.

(a) This section shall not preclude the voluntary choice of applicant employees to make partial or whole initiation fee payments at any time during the thirty (30) day period following the beginning of employment with the employer.

(b) Nothing contained herein shall preclude the Union from assessing a service charge to all persons who voluntarily utilize the above said facilities of the Union, which amount shall be reasonably related to the pro rata cost of maintaining said facilities.

(c) Upon receipt of a voluntarily signed authorization from an employee, the regular dues of the Union and 1% effective June 1, 2008 and an additional 1% effective June 1, 2006 for a total of 2% of an employees gross wages after deductions for health insurance and I.M.R.F. shall be deducted from such employee's pay beginning with the thirtieth (30th) day following employment. This section shall not apply to earned leave upon retirement.

The Employer shall deduct the amount designated as monthly union dues from the check due the employee on the first pay period of each month, and pay the same monthly the same to LOCAL UNION 965 of the INTERNATIONAL UNION OF OPERATING ENGINEERS.

Section 2. Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share, in accordance with P.A. 83-(1012 or 1014), of the costs of the collective bargaining process and contract administration. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted monthly to the Union, at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The Union agrees to provide required notices to employees in accordance with applicable law.

The Union agrees to provide employees subject to Fair Share deductions a reasonably prompt chance to challenge the amount of the fee before a neutral, an adequate explanation of the basis of the fee, an escrow account for the amount in dispute for which challenges are pending, and all other procedures necessary to comply with the United State Supreme Court decision in Chicago Teachers Union vs. Hudson, 475 U.S. 292, 106 S.Ct. 1066 (1986). In the event an employee objects to paying a fair share contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, the fair share contribution shall be escrowed until such time as the objection is resolved. The Union shall make provisions to have such objections timely heard by an objective third party.

If the objection is sustained, any escrowed funds at the time of the decision shall be released to the employee and such escrowed funds, together with an amount equal to the monthly fair share contribution shall be donated by the employee to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and employee are unable to agree on the matter, such donation shall be made to a charitable organization from an approved list of charitable organizations established by the Illinois State Labor Relations Board. The employee shall, on a monthly basis, furnish a written receipt to the Union that the donation has been made.

If the objection is not sustained, any escrowed funds at the time of the decision shall be released to the Union. Employer shall thereafter deduct the fair share contribution from the employee's pay and remit to the Union as set forth in this Article.

Section 3. Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

**ARTICLE III
NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit 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. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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. Union Activity

Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

Section 3. 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.

Section 4. Americans with Disabilities Act

The Employer and the Union will make a concerted effort to comply with all requirements of the Americans with Disabilities Act.

**ARTICLE IV
GRIEVANCE PROCEDURE**

Section 1. Definition

A grievance is any difference of opinion or dispute between the Union or an employee or group of employees covered by this Agreement and the Employer which concerns the meaning, interpretation or application of the express provisions of this Agreement.

Section 2. Procedure

Any grievance filed under this Agreement shall be processed in accord with the following procedure:

- Step 1. Any employee covered by this Agreement who has a grievance shall discuss the matter with the Steward who shall then present it verbally to the Operations Coordinator. The Operations Coordinator shall answer the grievance verbally within three (3) working days after the grievance was presented.

- Step 2. If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2 of the Procedure, it shall reduce the grievance to writing and present it to the Director within five (5) working days after the Operations Coordinator's verbal answer in Step 1. The written grievance shall state all the pertinent facts relating to the alleged dispute, refer to the specific provision or provisions of the Agreement alleged to have been

violated and state specifically what remedy is being sought. The Director shall answer the grievance in writing within five (5) working days following the meeting.

Arbitration

In the event the grievance is not resolved at Step 2 and the grievance concerns the application, meaning or interpretation of the express terms of this Agreement, the Union may appeal the grievance to binding arbitration within ten (10) working days after the Employer's answer in Step 2 is due. The parties shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. The request shall specify that the panel shall be composed only of arbitrators who are members of the National Academy of Arbitrators and who reside in the Midwest area. Nothing contained 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.

The parties shall alternately strike the names of three arbitrators, with the Union having the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and Union, requesting that he set a date and time for the hearing, subject to the availability of the Employer and Union representatives.

All hearings shall be held in Springfield, Illinois unless the parties mutually agree otherwise.

Nothing in the foregoing shall preclude the City and the Union from mutually agreeing to an "expedited arbitration" process. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to hear the merits of the dispute.

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 submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The arbitrator shall have no authority to grant relief for any period prior to the occurrence of the events giving rise to the filing of the grievance.

The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of Federal or State laws or rules and regulations having the force and effect of such laws. The arbitrator shall be requested to submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Employer and the Union. However, each party shall be

responsible for compensating its own representatives and witnesses, and for purchasing its own copy of the written transcript.

Section 3. Time Limits

No grievance shall be processed unless it is submitted within ten (10) working days after the employee concerned or the Union became or should have become aware of the occurrence of the event giving rise to the alleged grievance. In the case of a disciplinary suspension, no grievance shall be processed unless it is submitted by the end of the day after the disciplinary suspension is imposed. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limits in each Step may be extended by written agreement of the Employer and the Union representatives involved in each Step.

Section 4. Civil Service Commission – Election of Remedies

The members of this unit covered by this Agreement are classified employees for the purpose of Civil Service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize Civil Service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter which may initially be eligible to be a subject of a grievance. If a member initially elects to utilize Civil Service procedures and subsequently decides to avail himself to the grievance procedure hereunder, such member must effectively secure a termination of Civil Service procedures and also file a grievance in the time frame provided in this Agreement for the filing of grievances.

**ARTICLE V
DISCIPLINE**

Section 1. Definition

The Employer and Union agree with the tenets of progressive discipline. Disciplinary action shall include only the following:

- (a) Oral warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

Section 2. Just Cause

The Employer and Union agree that disciplinary action shall only be imposed on non-probationary employees for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

Section 3. Limitation

The requirement to use progressive disciplinary action does not prohibit the Employer from using a severe measure when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to the Employer. Such offenses actions shall include but are not limited to: carrying a concealed weapon, possession of a controlled substance or alcohol, intentional destruction or theft of City property, fighting on the job, appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform all of the duties required.

Section 4. Use of Prior Warnings

Any written warning shall not be considered in imposing a disciplinary penalty for a current offense when more than one (1) year has elapsed from the date of the last warning.

Any oral reprimand or written discipline imposed shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action, one (1) year passes without the employee receiving any additional discipline. Any suspensions, with the exception of suspensions under the Drug and Alcohol Policy, shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action, five (5) years pass without the employee receiving any additional discipline. Any suspension resulting from a positive drug and/or alcohol test shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action, five (5) years pass without the employee receiving any additional discipline.

Section 5. Written Notice

Both the employee and the Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

**ARTICLE VI
NO-STRIKE AND NO LOCKOUT**

Section 1. No Strike

During the term of this Agreement, neither the Union, its officers or agents or any employee will instigate, aid, promote, condone or engage in any strikes, work stoppages, slowdowns, mass resignations or absenteeism, or similar illegal activity.

Section 2. No Lockout

The Employer will not, during the term of the Agreement, lock out any employees as a result of a labor dispute with the Union.

Section 3. Employer Rights

The Employer retains the right to discipline, up to and including discharge, any employee violating Section 1 of this Article.

**ARTICLE VII
MANAGEMENT RIGHTS**

It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects except as modified by the expressed written terms of this Agreement. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the City of Springfield; to determine its policies, budget and operations, to determine the manner in which its functions shall be performed, and the direction of its working forces, included, but not limited to the right to hire, promote, demote, transfer and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities, to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation, to eliminate, contract and locate or transfer work and maintain efficiency.

**ARTICLE VIII
SENIORITY**

Section 1. Probationary Period

The City shall have the unlimited right to discipline and discharge any employees during the first 365 days of continuous employment which shall be considered a probationary period.

Section 2. Application of Seniority

Among employees completing the probationary period who are relatively equal in ability and qualifications to perform the work required, the employee having the greater seniority shall be given preference for purposes of layoff and recall, promotion, and the choice of shifts and the piece of equipment with the Employer, provided that at all times the Employer has available sufficient employees with the ability and qualifications required to perform the work to be assigned.

In terms of job assignments: Employees will be assigned to the piece of equipment to which he/she normally is assigned, provided that the Employer has determined that the equipment is required to perform the work. Exceptions to this, are demonstrated emergency situations, training modalities (agreed to by the Union in advance), and when available operators are not qualified. Long term vacancies shall be filled through a bidding process with the most senior qualified

operator being given preference. For assignments at the beginning of the work day, short term vacancies will be filled with the least senior qualified available operator who is unassigned to a piece of equipment.

The Office of Public Works shall establish criteria for evaluation and advancement that shall include input from the employee's immediate supervisor, the Operations Coordinator and the Director, and shall make available twice in each calendar year skill and qualification evaluations that will include testing using criteria consistent with current construction industry standards. This testing may take place at Operating Engineers' Local 965's Training facilities and may include, but not limited to, "Training Standards Projects" (TSP), OSHA classes and others as they may become available. Commencing May 1, 2002, all Operating Engineer employees with at least four (4) years in said classification and, having successfully completed such training and evaluations, will be promoted to Senior Operating Engineer. All Senior Operating Engineer employees with at least four (4) years in said classification and, having successfully completed such training and evaluations, will be promoted to Master Operating Engineer. All employees in the classification of Mechanic with at least four (4) years in said classification and, having successfully completed such training and evaluation, will be promoted to Master Mechanic effective the first day of the month following the completion of such training and evaluation.

ARTICLE IX HOURS OF WORK

Section 1. No Guarantee or Limitation

This article shall not be construed as a guarantee or limitation on the number of hours per day or work week. The regular hours of work each day shall be consecutive except that they may be interrupted by a meal period. If another bargaining unit refuses to work, this provision will not be held against Operating Engineers Local 965.

Section 2. Work Day and Work Week

Eight (8) consecutive hours shall constitute a work shift in any one twenty-four hour period from Monday through Friday, and shall include one (1) paid lunch period of thirty minutes. Lunch period shall be from 11:00-11:30, except in an emergency. Forty hours shall constitute a work week. The City may establish another regular work week for a minimum number of individuals or crews.

Section 3. Starting Time

The normal starting time shall be 7:00 a.m. However, in order to meet seasonal conditions or special conditions specified by the awarding authority(ies), the starting time may be changed on a weekly basis to between 6:00 a.m. and 8:00 a.m. with prior notice to the job steward and forty-eight (48) hours notice to the employee(s).

Section 4. Overtime Payment

Employees shall receive one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) in any workday.

An employee scheduled to work on a holiday shall receive double time pay for all hours worked plus holiday pay. An employee scheduled to work on a Sunday shall receive time and one-half pay for all hours worked.

An employee scheduled to work on a sixth consecutive work day in any work week shall in any event receive time and one-half pay for all hours worked on such day and an employee scheduled to work on a seventh consecutive work day in any work week shall in any event receive double time pay for all hours worked on such day.

Section 5. Overtime Rotation

All overtime shall be equally and impartially divided among all employees doing the same class of work, insofar as practical.

Section 6. Call In/Call Back Pay

An employee called back to work after completing his regular shift shall receive a minimum of four (4) hours work at time and one-half. Any employee called in to work on a Sunday shall receive not less than four (4) hours work at double time rate of pay. Any employee called in to work on a holiday shall receive not less than four (4) hours work at the double time rate of pay.

If the overtime assignment is completed in less than four (4) hours, the Employer will not require the employee to work the entire four (4) hours by assigning extra non-essential work. However, if a second emergency occurs during this four (4) hour period, the employee will address the second emergency and this will not be considered a second call-back.

Any employee, however, who is called in to work that extends into his next regular work shift, shall receive time and one-half for the actual hours worked up to his starting time with a minimum of two (2) hours at time and one-half.

Section 7. Pre-Arranged Work

Pre-arranged work outside the regular work shift shall be paid at one and one-half (1 1/2) times the regular rate when notification is give four (4) working hours in advance and no minimum cal in pay will be required. Four (4) working hours constitutes sufficient time to classify overtime as being pre-arranged. Any hours worked in excess of sixteen (16) consecutive hours shall be at the double time rate. If an employee is required to stay over after the end of the regular shift, he shall be guaranteed a minimum of two (2) hours at the overtime rate.

**ARTICLE X
HOURLY WAGE RATES AND COMPENSATION**

Section 1. Hourly Wage Rates

Master Operator	6/1/17	6/1/18	6/1/19
	PR	PR	PR

For all other titles, the annual across-the-board wage increases will be based upon changes in the annual Consumer Price Index for the Midwest Region Size Class B/C (Population 50,000 to

1,500,000) rounded to the nearest tenth of one percent. The most recent calendar year annual CPI value will be compared to the prior calendar year annual CPI to determine the rate of increase on a percentage basis (i.e. For 2010 versus 2009: $(133.689/130.715)-1= 2.3\%$). Wages shall be increased across-the-board by this rate. However, in no case shall the rate of increase for wages be greater than 3%. If the rate as measured by this index is less than one and one quarter (1.25), the across-the-board increase shall be **one and one quarter percent (1.25%)**. The CPI index values shall be taken from data provided by the U.S. Department of Labor, Bureau of Labor Statistics.

New employees shall receive the probationary rate for their classification for the first twelve (12) months of employment.

Effective May 1, 2017, new hires hired into the bargaining unit shall only hold the title of Operating Engineer throughout their employment with the City and the base wage shall be \$32.00 an hour. The base wage rate shall be frozen until such time a new hire is hired and then thereafter negotiated across-the-board increases shall apply for the newly hired employee. Longevity pay shall still apply to any new hires when the employee becomes eligible.

Section 2. Temporary Employees

Operating Engineers employed on a temporary basis shall receive the prevailing rate as certified by the Illinois Department of Labor for Sangamon County or the hourly wage rate set forth in this Agreement, whichever is less. The Employer will make contributions to the union-sponsored Pension, Health and Welfare Funds and Training according to the rates established by the Illinois Department of Labor for Sangamon County. Effective September 1, 2005, Operating Engineers employed on a temporary basis shall be acquired through the referral procedure of the Union and shall be covered by the terms and conditions of this Agreement except for the following: Article XIII, Holidays, Article XIV, Vacations, Article XV, Leaves of Absence, Article XVI, Group Insurance and Article XVII, General Provision, Section 1. Tool and Uniform Allowance. Temporary employees who are unsatisfactory to the City will be terminated and the Union will be requested to select another temporary employee if the City requires such service. Full time employees shall have preference to machine assignments before temporary employees.

Section 3. Meal Allowance

In emergencies, (snow, wind storms, etc.) meals will be furnished by the Employer not to exceed \$10.00 for each man required to work over ten (10) hours. A second meal allowance of \$10.00 will be furnished by the Employer after an employee works continuously for more than twenty (20) hours.

Section 4. Shift Bonus

Employees assigned to regularly scheduled 3:00 p.m. to 11:00 p.m. and the 11:00 p.m. to 7:00 a.m. shifts shall receive a shift bonus in the amount of \$.75 per hour, effective June 1, 2005. Employees assigned to temporary 3:00 p.m. to 11:00 p.m. and the 11:00 p.m. to 7:00 a.m. shifts for the purpose of snow removal and other emergencies shall receive shift bonus in the amount of \$.75 per hour.

Applicable shift bonus pay shall apply to employee's rate for the purposes of computing overtime. The phrase "assigned to a temporary shift," means notification of such assignment prior to the end of an employee's regularly scheduled shift.

Shift bonus shall apply only for shifts worked and not for sick pay, vacation pay, holiday pay, personal business day, funeral leave or any other pay for time not actually worked.

Section 5. Assignment Pay

Employees that are required to obtain a chemical application license shall receive an additional \$1.00 per hour for all hours worked. The additional \$1.00 shall only be in effect while chemical application work is done.

Section 6. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 7. Retroactive Pay

It is recognized that the parties of this agreement, when negotiating a successor agreement may go beyond the expiration date of this agreement. In that case, should the parties negotiate retroactive pay, that retroactive pay shall be limited to those employees still in the active, full-time service of the department on the date of the execution of this agreement.

Section 8. Longevity

Effective June 1, 2014, employees, who have completed 15 years or more in Local 965 while employed with the City, shall have \$.50 added to their base wage effective the first day of the month following the completion of said years of service. Effective June 1, 2014, employee who have completed 25 years or more in Local 965 while employed with the city, shall have an additional \$.35 added to their base wage for a total of \$.85 effective the first day of the month following the completion of said years of service.

Section 9. Direct Deposit

Effective upon the ratification of the 2017 contract, employees pay shall be made via direct deposit to an institution of the employees' choosing.

Section 10. Safety Incentive

Effective June 1, 2017, all employees covered under this agreement who work safely in accordance with all safety rules, and have no lost time accidents or OSHA recordable injury in a year, shall receive a safety incentive on May 30, 2018, and every succeeding year. Should all members achieve the safety incentive, then those who achieved the safety incentive shall receive the additional group incentive amount as stated below. The incentive shall be administered annually as follows:

<u>Years</u>	<u>Individual</u>	<u>Group</u>
1-5	\$200	\$150
6-10	\$250	\$200

11-15	\$300	\$250
16-20	\$350	\$300
21-25	\$400	\$350
26-30	\$450	\$400
30+	\$500	\$450

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 lost time accident or OSHA recordable injury will receive 50% of the initiatives. Years prior to 2017 do not count for purposes of determining the incentive.

ARTICLE XI LAYOFF AND RECALL

Section 1.

The employer may lay off any employee within the unit whenever such action is made necessary by reason of shortage of work or funds. However, no employee within the bargaining unit shall be laid off while there are temporary, part time or probationary employees serving in the same classification for which the employee is eligible and available.

In the event that layoff is necessary, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training.

An employee laid off shall be notified in writing no later than (20) workdays prior to the period of layoff.

An employee shall not earn vacation or sick leave accrual or personal days during the period of layoff.

Section 2.

The names of employees laid off shall be placed on a recall list for a period of sixty (60) months. Recall shall be according to inverse order of their layoff, provided they have scored a 4 or higher on the TSP test within six (6) months prior to recall.

Employees who are eligible for recall shall be sent Notice of Recall to the employee's last reported address by certified mail/return receipt requested. The employee shall notify the Employer of their intention to return within ten (10) working days after receipt of a Notice of Recall

ARTICLE XII DRUG TESTING

All employees in the bargaining unit are subject to periodic drug and alcohol testing and testing resulting in 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 safety-sensitive functions 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). No pre-disciplinary hearing is required, unless exigent circumstances can be demonstrated by the union or employee.
- (2) Second Offense – The employee will be suspended for ten (10) days and must agree to sign a Return-to-Duty Contract.
- (3) Third Offense – The employee will be terminated. No pre-disciplinary hearing is required, unless exigent circumstances can be demonstrated by the union or employee.

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 possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required, unless exigent circumstances can be demonstrated 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 exigent circumstances can be demonstrated by the union or employee.

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 exigent circumstances can be demonstrated by the union or employee.
- (2) Second Offense – Any employee who tests positive for drugs within five (5) years of his or her previous positive test will be automatically terminated. No pre-disciplinary hearing is required, unless exigent circumstances can be demonstrated 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.

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.
- (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 3. Confidentiality

Information and records relating to positive drug test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the Medical Review Office (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 or applicant. Employees and applicants shall, upon written request, have access to their own results and to records relating to them which the MRO provides to the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XIII HOLIDAYS

Section 1. Number of Holidays

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday Following Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day before or after Christmas as designated annually by City Council

Section 2. Holiday Pay

For each holiday not worked, an eligible employee shall receive eight (8) hours pay at this regular straight-time hourly rate.

Section 3. Pay for Holiday Worked

An employee who works on a holiday shall receive double time pay for all hours worked plus holiday pay.

Section 4. Eligibility

In order to be eligible for holiday pay or time off under the provisions of this Article, the employee must have worked the scheduled day before and after the designated holiday or have been paid vacation, personal or sick leave (with verification) for such days.

**ARTICLE XIV
VACATIONS**

Section 1. Amount of Vacation

All full-time employees shall be granted vacations with pay. All vacation shall be earned or accrued on a monthly basis. Monthly accrual units will be earned on the day of the month marking the employees' hire-in date.

Monthly accrual units earned upon successful completion of a month's service are as follows:

- (1) Month 1 through month 60 - .83 unit per month (0-5 years)
- (2) Month 61 through 180 - 1.25 unit per month (5-15 years)
- (3) Month 181 through month 240 - 1.67 unit per month (15-20 years)
- (4) Month 241 through month 300 - 1.83 unit per month (20-25 years)
- (5) Month 301 and thereafter - 2.08 unit per month (25+)

An employee will earn and accrue vacation during his initial six (6) months of employment; but will not be allowed to take any vacation until the successful completion of six (6) months of service.

Section 2. Vacation Preference

Seniority shall determine preference when choosing vacations. No more than two (2) employees in the Department may be granted vacations at the same time. The Operations Coordinator shall respond to all vacation requests within forty-eight (48) hours.

Vacation time may be taken in an emergency if the Operations Coordinator or his designee is notified prior to 7:00 a.m. Said emergency shall be mutually recognized by the Employer and employee.

The Employer shall definitely, for purposes of mutual recognition, take into account any misuse of this provision. The Employer reserves the right to require verification of the emergency situation.

Section 3. Vacation Pay-Off

Employees with at least twelve (12) months continuous service who retire or resign from the service of the Employer shall be compensated at their straight time hourly rate for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the Employer in writing. If said notification is not provided, the employee shall not be entitled to any pay for accumulated vacation time. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any probationary employee or any employee discharged for cause be compensated for unused vacation.

Section 4. Accrual of Vacation Leave

Vacation leave will not accrue during unpaid leave or disciplinary suspension of thirty (30) days or more.

**ARTICLE XV
LEAVES OF ABSENCE**

Section 1. Sick Leave

Sick leave shall accumulate for employees and be compensable in the manner provided for by the City Code. However, payment for accrued sick leave upon retirement or death shall be for a maximum of 150 days. Additionally, sick leave shall not accrue during unpaid leave or disciplinary suspension of thirty (30) days or more.

The above benefits shall not be available to employees who quit or who are discharged, or for new hires hired on or after June 1, 2014.

After three (3) consecutive scheduled workdays taken as sick days, the employee shall furnish a doctor's certificate before payment shall be made to the employee as provided in the foregoing situations. Medical verification of illness may also be required after seven (7) sick days have been used in a calendar year. Sick benefits shall be paid at the employee's regular rate of pay exclusive of shift bonus or other premium. All requests for sick time must be made prior to the start of the employee's shift.

An employee who does not use more than one (1) sick day during a calendar year shall receive two (2) personal bonus days. Employees who have accrued ninety (90) days or more sick leave prior to a calendar year and do not use any sick leave or are not absent without pay during a current calendar year shall be granted a total of five (5) days leave with pay. Said personal bonus days shall be awarded at the beginning of the next calendar year and must be used by the end of that calendar year. The above benefits shall not be available to employees who quit who are discharged. Effective June 1, 2014, sick days used under FMLA will count for the purpose of determining an employee's eligibility for additional bonus days.

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 annual training sessions not to exceed fifteen (15) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the Employer will pay that portion of the employee's salary not paid by the reserve unit.

Section 3. On the Job Injury

Any person injured on the job shall be paid in accordance with the applicable section of the Workers' Compensation Laws, and the disability portion of the Illinois Municipal Retirement Fund. They will be paid full time for the day of injury. Employees who become eligible for workers' compensation benefits on or after June 1, 2014, shall not accrue benefit time while receiving workers' compensation benefits, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement.

Section 4. Personal Leave

In addition to leave authorized above, the Director may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

Section 5. Special Leave

The Employer may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City service, urgent personal business requiring employee's attention of an extended period such as settling estates, liquidating a business, serving on a jury and attending court as a witness and for purposes other than the above that are deemed beneficial to the City service.

Section 6. Training and Education Leave

The City Council, upon the recommendation of the appropriate City Director may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City service.

Section 7. Personal Business Day

Employees, other than seasonal or temporary employees, shall be allowed two (2) personal business days with pay for the first year of this Agreement. Effective June 1, 1992, employees shall be allowed three (3) personal business days with pay each year. Such personal business days may be used for any personal reason of the employee. Personal days may not be accumulated nor carried over from one contract year to the next. A personal day off should be scheduled in advance with the Operations Coordinator whenever possible and may be denied if insufficient employees would, in the judgment of the Operations Coordinator, be available to meet the operating needs of the Employer. No employee who terminates dies or retires shall be

eligible for payment for an unused personal business day. Personal days for new employees will not accrue until they have worked twelve (12) months.

Up to four (4) hours of personal leave per year may be used in one (1) hour increments subject to operational requirements and approval by the Operations Coordinator.

Section 8. Authorized and Unauthorized Leave

An employee who is absent from duty shall report the reason therefore to his supervisor. Any employee, after notifying his supervisor prior to the start of his shift and reporting within one hour after designated starting time, shall have his pay reduced by one-half or one hour, as applicable. An employee shall be allowed to report more than one hour after designated starting time only with permission of his supervisor. All unauthorized and unreported absences shall be considered as without leave and deduction of pay shall be made. Such absence without leave shall also be grounds for disciplinary action.

Section 9. Funeral Leave

In the event of a death in the immediate family of an employee (defined as spouse, parents, children, including adopted and step children, brother and sister, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian), the employee shall be granted up to three (3) consecutive work days leave of absence per occurrence without loss of pay to make necessary arrangements and to attend funeral services. Employees shall be granted one (1) work day without loss of pay to attend funeral services for the employee's Aunt or Uncle who was a blood relation. 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 used per year or eligibility for the sick leave bonus. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

**ARTICLE XVI
GROUP HEALTH INSURANCE**

Section 1. Group Health Insurance Plan

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.

Section 2. Non-Duplication of Benefits

In the event any employee or dependent is entitled to benefits under any employee group insurance plan or Employer's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for other services rendered, shall not exceed the

amount provided for under this program. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the plan or program insuring the father will be considered primary.

Section 3. Miscellaneous

The failure of any insurance carrier to provide any benefit contracted for shall neither create nor impose any liability upon the Employer or the Union, either under this Agreement or otherwise.

**ARTICLE XVII
GENERAL PROVISIONS**

Section 1. Protective Equipment and Clothing

It is the intent of the Employer to provide necessary protective equipment/clothing to the employee for work duties. These items include raincoats, rain boots, gloves and summer/winter issue uniforms.

All employees, excluding mechanics, covered under this Agreement shall be required to furnish and wear the following work clothing items:

- *Plain long or short sleeve shirts (sleeveless are acceptable; sweatshirts are acceptable).
- *Jeans (11 oz. or heavier) or current work pants (any color).

Any other clothing items or apparel must be worn if furnished by the City. All clothing must be in original conditions without alterations (i.e., shorts, cutoff jeans or cutoff sleeves are unacceptable; printing or writing on clothing is unacceptable).

Mechanic employee uniform rental shall be paid in full by the Employer. Mechanics shall also receive six (6) cotton pocket T-shirts, with or without sleeves as designed by the employee, by the end of April each year. All employees covered under this Agreement shall be required to furnish and wear safety boots with steel toed reinforcement, and Carhartt (or equivalent) coveralls as winter and/or protective wear. The City will compensate mechanics \$200.00 on 6/1/2008 and \$225.00 on 6/1/2009 per year for these items.

Uniforms and other wearing apparel supplied by the City shall not be altered in any manner without prior written approval of the Operations Coordinator.

Employees, except for mechanics, shall be required to furnish and wear safety boots with steel toed reinforcement, and Carhartt (or equivalent) coveralls as winter and/or protective wear. The City will compensate employees \$275.00 on 6/1/2008 and \$300.00 on 6/1/2009 per year for these items. Effective 6/1/2017, the City will compensate employees \$350.00 per year for these items.

The employer understands that due to the nature of certain required duties, certain protective equipment/clothing may need to be replaced on an as needed basis. These instances will be resolved by the Employer and Union as they may arise. Safety lens shall be replaced on an "as needed" basis up to a maximum of two hundred dollars (\$200.00) per year. In instances where items were misused or found being used for other than work purposes, replacement may be denied.

Employees on any continuous leaves of absence for longer than three (3) months in a contract year shall have the above allowances pro-rated accordingly.

Section 2. Severe Weather

Men shall not be required to work outside in severe cold, storm, or rainy weather without proper protection against every element of the weather to carry on regular continuous service. The decision whether or not employees in the bargaining unit will work will be made by the judgment of the Operations Coordinator upon conferring with the shop steward.

Section 3. Tool Rental

In lieu of previous annual lump sum payments, tool rental shall be included in the base wage for mechanics. Tools which are lost or damaged due to fire or theft will be replaced or repaired by the Employer without cost to the employee, provided such loss was not due to mechanic negligence.

Section 4. Commercial Drivers' License

All employees are required to obtain a Commercial Drivers' License (CDL). The employee's first written test may be taken during working hours without loss of pay. Any road test that may be required can be taken during regular work hours in a City owned vehicle. Employees will be reimbursed the difference in cost between a CDL and Class D license. Such reimbursement shall be made only after the employee has provided proof of renewal.

Failure to report the loss of a CDL and/or Driver's License will result in termination of employment.

The Union agrees that a minimum of 75% of the bargaining unit will maintain a CDL. However, because the Employer recognizes the bargaining unit employees as safety sensitive, all employees will be subject to the CDL drug and alcohol testing policy.

If there are less than 75% of the bargaining unit members without a CDL, employees who have lost their CDL and/or Driver's License will be temporarily reassigned and will be paid \$1.00 less per hour for a period up to one month. The least senior employee without a CDL must obtain a CDL within the one month period or that employee will be discharged.

Operating a City vehicle on a revoked or suspended driver's license shall be grounds for immediate dismissal.

Section 5. Residency

Effective upon the ratification of the 2017 contract, 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.

Section 6. GPS Equipped Vehicles

Any vehicle or equipment owned by the City of Springfield that is equipped with GPS monitoring and utilized by any employee covered by this agreement shall be notified prior to use of that vehicle or piece of equipment.

**ARTICLE XVIII
SUBCONTRACTING**

Subcontracting: It is the general policy of the Employer to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary for reasons including economy, improved work product or lack of skills. Before the Employer contracts out work previously performed by bargaining unit employees, except in emergencies, the Employer will notify the Union at least ten (10) calendar days prior to awarding the contract and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work to afford the employees an opportunity to offer suggestions on a more feasible or economic alternative to subcontracting the work. These discussions shall include means by which to minimize the impact of such on employee if there is any any subcontracting of bargaining unit work.

**ARTICLE XIX
SAVINGS PROVISIONS - PARTIAL INVALIDITY**

Section 1. Savings Provision

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or City Ordinance or the final order or decree of judgement of any court having jurisdiction over the parties.

Section 2. Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid by any court action or by

reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XX
ENTIRE AGREEMENT

Section 1 Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2 Amendment

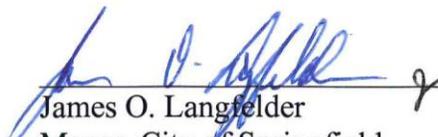
This Agreement may be amended by the mutual written agreement of the parties and will then become part of this Agreement.

ARTICLE XXI
TERMINATION

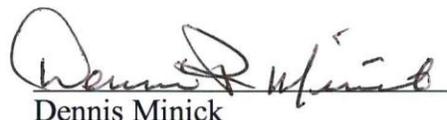
This Agreement shall be effective as of the 1st day of June 2017, and shall remain in full force and effect until the 31st day of May 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin within thirty (30) days of notification. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided by another party.

The Agreement cannot and does not supersede or control over any Ordinance or Statute whenever adopted unless this Agreement is ratified by the City Council.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this _____ day of _____, 2017.


James O. Langfelder
Mayor, City of Springfield

10-10-17
Date


Dennis Minick
Business Manager
Of Operating Engineers
Local 965 AFL-CIO

Date