

LABOR AGREEMENT

BETWEEN

**UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY
OF U.S.A. AND CANADA,
LOCAL UNION #137**

AND

**CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES**

April 1, 2017 – March 31, 2020

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LABOR AGREEMENT

This is a written Labor Agreement, (hereinafter referred to as "Agreement") reached between the authorized representatives of THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, SPRINGFIELD, ILLINOIS, (hereinafter referred to as "The Employer") and LOCAL UNION NO. 137 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF U.S.A. AND CANADA,(hereinafter referred to as "Union").

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 classification 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.
- SECTION 4. Occupational Scope. Work jurisdictions which have traditionally and historically been assigned to the Union, shall continue to be so assigned.
- SECTION 5. Seniority - Seniority is the length of service in the bargaining unit with the Employer. The first twelve (12) months of employment shall be considered a probationary period, during which time the Employer may discharge any employee whose work is not acceptable to the Utility.

ARTICLE II UNION DUES AND FAIR SHARE

- SECTION 1. The Employer shall 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 ___ 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. 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.

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.

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

SECTION 3.

The Employer shall pay the Union for the amounts withheld from each employee paycheck on a monthly basis. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

ARTICLE III
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 five (5) 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 IV. 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 IV
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 V
ELECTION OF REMEDIES

SECTION 1.

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 VI
WAGES

SECTION 1.

The Employer shall pay the Base Wage as certified by the Illinois Department of Labor. Copies of signed agreements between contractors or other employers and the respective Union shall be certified to the Illinois State Department of Labor by the International Representative of the respective Union and shall be considered adequate proof of the prevailing rate of the Base Wage to be paid, which amount shall not include the per hour costs of additional fringe benefits and other payments. The Illinois Department of Labor shall notify the Employer of the Prevailing Rate for Sangamon County. If the Department of Labor certifies the Base Wage of the Prevailing Rate, then the effective date of the Base Wage shall be the date that the Department of Labor certifies the Base Wage.

The effective date of changes in Wage Rates shall be not earlier than the first day of the first pay period of the quarter following receipt of certification by the Employer on which proof of the Wage Rate, as provided, is filed in the office of the Illinois Department of Labor.

In the event that the Department of Labor fails to certify the prevailing wage rates or otherwise fails to notify the Employer of the Prevailing Rate for Sangamon County, the Employer shall accept the copies of current signed agreements between contractors or other employers and the respective Union that were submitted to the Illinois State Department of Labor by the International Representative of the respective Union as adequate proof of the prevailing rate of the Base Wage in Sangamon County. In such event, the effective date of the Base Wage shall be April 1st of each year.

Effective November 1, 2005, the position of Foreman shall be established and the base rate of pay will be \$2.00 above the rate of pay for Plumber, or the Foreman Prevailing Rate for Sangamon County, whichever is higher.

Journeyman hired on a temporary basis shall be paid the prevailing rate for their classification, including Pension and Welfare contributions, as certified by the Illinois Department of Labor for Sangamon County. Temporary employees will not be eligible for any other benefits provided for in this Agreement, including compensatory time.

Paychecks may be issued through direct deposit to employees to an institution of their choosing. For employees hired on or after the ratification of the 2017 contract, paychecks shall be issued through direct deposit.

ARTICLE VII HOURS OF WORK AND OVERTIME

SECTION 1.

Eight (8) consecutive hours between the hours of 7:00 a.m. and 3:30 p.m. shall constitute a day's work. Lunch will normally be from 12:00 p.m. to 12:30 p.m. unless operational needs dictate otherwise. Thirty (30) minutes shall be allowed for a lunch period. Lunch will be taken at the job site or the nearest available facility at the Utility within a five (5) minute drive. Forty (40) hours shall constitute a normal work week and all permanent employees working under this Agreement are entitled to full employment.

SECTION 2.

The employer may change the hours of work if other crafts that plumbers are working with have different hours. These hours of work should be the same as the other crafts, and the change in hours of work shall be by mutual agreement of the parties.

SECTION 3. All employees shall receive their hourly rate of pay for moving from one job to another during working hours.

SECTION 4. All regular overtime shall be paid for at the rate of time and one-half. All work on Sundays or Holidays shall be at the double time rate.

In the event an employee is required to work in excess of eight (8) hours in any workday or forty (40) hours in any workweek, the employee shall receive time and one-half the employee's regular hourly rate.

Effective November 1, 2005, with the exception of apprentices, an employee may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate. Overtime hours may be split between compensatory time and pay at the employee's discretion. Compensatory time shall be taken in one hour increments, at the beginning of the work day or the beginning of the second half of the work day, subject to the approval of the supervisor. Compensatory hours not used shall be liquidated in cash on March 31 of each year.

ARTICLE VIII HOLIDAYS

SECTION 1. 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), Lincoln's Birthday, Good Friday, Memorial Day, 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.

ARTICLE IX
GENERAL WORKING CONDITIONS

SECTION 1. All members of the Union shall leave the Utility tool house on the job site at the regular starting time, and shall cease work in time to return to the tool house by the regular quitting time; at no time shall the time allowed be less than five (5) minutes.

SECTION 2. The time going to and from the tool house and that part of the job site where work is in progress shall be considered as part of the working day.

SECTION 3. In the event of a time clock or check system is ever set up on a job, members shall check in and out on the Employer's time.

SECTION 4. The Employer is to furnish conveyances for all plumber tools and employees being moved from one job to another or a distance of more than one hundred (100) yards from the tool house.

SECTION 5. Employees shall be responsible for the proper use and handling of the tools they are assigned. Tools found to be lost, stolen or broken due to carelessness or negligence will be the responsibility of the employee.

SECTION 6. Men shall not be required to work outside in severe cold, stormy, or rainy weather, except such work as is necessary to carry on regular continuous service. The Employer shall be the judge of work to be performed in order to maintain continuous service. Severe cold weather shall be defined at 5° F. or below. A wind velocity of one mile per hour shall be the equivalent of minus one-half degree; e.g. 10°F. with wind velocity of 20-miles per hour is equivalent to 0°F. Intermittent gusts of wind shall not be considered severe cold weather when it is 15°F. or above regardless of wind velocity. Temperature and wind velocities of the U.S. The Weather Channel shall be used. This cold weather clause shall not apply when Plumbers are required to work with other crafts and these other crafts are working in the weather.

SECTION 7. The Utility will supply uniforms for employees covered by this agreement.

SECTION 8. The Employer shall provide one hundred percent (100%) of safety shoes or boots. Employees are required to wear these boots at all times. These boots shall be replaced on an as needed basis only upon return of the damaged or worn out boots and only if the Employer agrees on the need for replacement.

The Employer shall furnish employee's covered by this Agreement with safety glasses including prescription glasses that meet the specifications and standards set forth by the Utility Safety Department. Safety glasses

shall be replaced only upon return of the damaged or worn out items and only if the Employer agrees on the need for replacement.

SECTION 9.

Employees required to work in excess of two (2) hours after their regular quitting time shall be granted a nontaxable allowance of \$10.00 per meal for all meals earned. Meals shall not include any alcoholic beverages if the employee is returning to work.

SECTION 10.

Once City Council passes a residency ordinance, such ordinance shall apply for any employees hired after the effective date of the ordinance and to all current employees who reside within boundaries of the City of Springfield. Current employees living outside the 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.

ARTICLE X
VACATIONS

SECTION 1.

Vacation leave per year with pay will accrue according to the following schedule:

After six (6) months	5 days
1 through 7 years	10 days
8 through 11 years	15 days
12 through 13 years	16 days
14 through 15 years	17 days
16 through 17 years	18 days
18 through 19 years	19 days
20 through 21 years	20 days
22 through 23 years	21 days
24 through 25 years	22 days
26 through 27 years	23 days
28 through 29 years	24 days
30 or more years	25 days

New employees hired will be entitled to five (5) days vacation at the conclusion of six (6) months of employment. This five (5) days is part of the employee's first year's vacation and may be used after six months or used as stated in the following paragraph.

Vacation may be taken between an employee's anniversary date of one year and his anniversary date of the succeeding year. Vacations can be taken in three (3) periods, with three (3) or more vacation weeks in the calendar year. Vacation time shall not accumulate from year to year,

except that employees shall be permitted to carry over earned vacation time not used in one year to the following year (*i.e., employees will have up to a twenty-four (24) month time period to use vacation time before it is lost*). Carry over vacation time not used by the end of the successive year will be lost. To avoid this, management shall assign vacation time to those not requesting certain dates during open periods. The Utility operation shall not be jeopardized by allowing too many to go on vacation at one time.

The Supervisor in charge, at his discretion, may 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.

SECTION 2.

The Employer agrees to respect the wishes of the employee's request as to the time to take vacations as nearly as practical according to their seniority.

SECTION 3.

Vacation pay and will be paid at the time of retirement..

SECTION 4.

An employee leaving the service of the Utility shall have his vacation time prorated according to the number of days accrued from their last anniversary date.

ARTICLE XI
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.

This section applies to situations where the military reserve force initiates the order, and is not meant to apply in situations where an employee's request is merely confirmed by the issuance of an order, nor is this section meant to apply to the weekend training programs.

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.

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, and traveling to and from the funeral. 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 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. A maximum number of one (1) employee will be released from duty without pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days, not sick time) 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 XII
SICK BENEFITS

SECTION 1.

Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this Agreement shall accumulate sick leave at the rate of one (1) work day with 100% pay per month, up to a maximum of two hundred ten (210) days.

SECTION 2. 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 start of the work shift.

SECTION 3. Sick leave shall not be considered as a privilege or a vested right which an employee may use at his discretion, but shall be considered as a type of insurance which shall be allowed in case of necessity and actual illness, legal quarantine, or disability of the employee or illness in his immediately family, or to receive dental or medical care.

SECTION 4. If the employee shall be absent on sick leave for three (3) consecutive work 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.

SECTION 5. Bargaining unit employees shall be provided the same group health and life insurance benefits as all other employees of the City of Springfield at the same premium rate.

SECTION 6. This disciplinary procedure will be based on the number of instances of absence during the previous twelve (12) month period. An instance is defined as any period of absence. An instance could be as little as ½ day sick time or any unlimited amount of sick time. An instance could also be considered several separate instances related to the same illness or treatment.

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

SECTION 7. Employees shall not be compensated for more than a total of two (2) days in any contract year (October 1 to September 30) for illnesses which do not require a doctor's certificate. Employees who have accrued thirty (30) days sick leave at any time prior to the contract year and do not use more than one (1) day sick leave or are not absent without pay during the ensuing contract year shall be granted two (2) days leave with pay between October 1 and September 30 of the succeeding contract year. Employees who have accrued sixty (60) days sick leave at any time prior to the contract year and do not use more than one (1) day sick leave or are not absent without pay during the ensuing contract year shall be granted

three (3) days leave with pay between October 1, and September 30 of the succeeding contract year. Employees who have accrued ninety (90) days sick leave at any time and do not use more than one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay between October 1 and September 30 of the succeeding contract year. Such leave shall be taken on consecutive work days. FMLA leave time shall be counted towards additional leave days eligibility. Employees who have accrued sick leave at the time of retirement or death, shall be granted and shall be paid five (5) days compensation for every twelve (12) days of accrued sick time up to a maximum of ninety (90) days. Employees hired on or after the ratification of this agreement shall no longer be eligible for sick leave payout.

SECTION 8.

Employees will be granted three (3) personal 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) personal day; one hundred eighty (180) days for two (2) personal days; and two hundred seventy (270) days for three (3) personal days. Employees must give notice to the Utility at least twenty-four (24) hours in advance of the shift he desires to use as his personal day unless the personal day is used in lieu of sick leave. Effective April 1, 2006, employees in the bargaining unit for 270 days or more will receive 1 additional personal day. Effective April 1, 2007, employees in the bargaining unit for 270 days or more will receive 1 additional personal day. Effective April 1, 2017, all employees hired on or after April 1, 2017 shall be granted three (3) personal days per year.

SECTION 9.

After accumulating 32 days of sick leave, employees upon written request may exchange sick days for vacation days at a rate of two (2) sick days for one vacation day. Each vacation day so earned must be used as a vacation day within the vacation year of the exchange or be forfeited. The number of sick days exchanged per vacation year shall not exceed 10 days and at no time shall the number of days of accumulated sick leave be so reduced to less than 30 days. No payment shall be made for vacation days acquired hereunder if not used within the vacation year.

ARTICLE XIII
DUTY DISABILITY

SECTION 1.

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, provided that the first three (3) days of such disability shall be at full salary. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth

(90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between compensation payable under the above-mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work related injuries which cannot be resolved between the employer and employee shall be decided under the procedures of the Illinois Industrial Commission. Employees who become eligible for workers' compensation benefits on or after ratification of the 2017 agreement for a 30 day period or longer, shall not accrue sick or vacation benefit time while receiving workers' compensation benefits, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement.

SECTION 2.

The employee will receive full time for the day of injury.

ARTICLE XIV
DRUG/ALCOHOL TESTING

SECTION 1.

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 reportable 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 2.

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.
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.
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.*

*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.
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.

SECTION 3.

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 4.

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 5.

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 XIV

ENTIRE AGREEMENT OF THE PARTIES

This represents the entire agreement of the parties, it being understood that there is no other agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and, as such, and, in keeping with the provisions of the Labor-Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matters for its own use. However, such rules or regulations, whether contained in bylaws, constitution or otherwise, shall have no effect, directly or indirectly, upon this Collective Bargaining Agreement.

ARTICLE XV

INVALIDITY AND SEVERABILITY

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 XVI
NONDISCRIMINATION

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 disability. 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 XVII
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 XVII
LABOR MANAGEMENT MEETINGS

SECTION 1. 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 XIX
LAYOFF/RECALL

SECTION 1.

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 XX
MANAGEMENT RIGHTS

SECTION 1.

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 XXI
NO STRIKE/NO LOCKOUT

SECTION 1.

During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slow downs, sympathy strikes or other disruptive activity for any reason by the Union or by any employee and there shall be no lockout by the employer.

SECTION 2.

Nothing in this Agreement shall be construed to limit or restrict the right of the Union or the Employer to pursue fully any and all remedies available under law in the event of a violation of this Article.

SECTION 3.

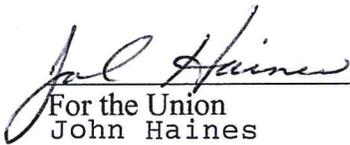
The quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at the place of employment of such employee shall not be deemed a strike under this Contract.

ARTICLE XXII
DURATION, AMENDMENT AND TERMINATION

SECTION 1. Term. This Agreement shall become effective April 1, 2017 and shall be extended to March 31, 2020. It shall continue in effect from year to year thereafter, unless notice for amendment or termination is given in the manner provided herein.

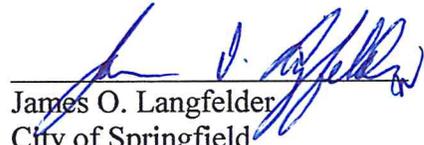
SECTION 2. Notice to Amend or Terminate. Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the termination date.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2017.



For the Union
John Haines
Business Manager

2/22/2017
Date



James O. Langfelder
City of Springfield

Date