

LABOR AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL UNION NUMBER 965

AND

THE CITY OF SPRINGFIELD
OFFICE OF PUBLIC
UTILITIES

MAY 1, 2025 through APRIL 30, 2028

2025-268

286-07-25

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LABOR AGREEMENT

This Agreement made and entered into by and between the City of Springfield, Office of Public Utilities herein after called "CWLP" (Employer) and the International Union of Operating Engineers Local Union Number 965 hereinafter called "Union".

PREAMBLE AND DECLARATION OF PRINCIPLES

CWLP and the Union pledge themselves to the highest degree of harmony and good faith in the performance of this Agreement. They also pledge themselves to perform all work covered herein under with excellence and safety.

ARTICLE I - RECOGNITION AND SCOPE

SECTION 1. Whereas, it is believed that the interest of the general public, the Employer and the Union can best be served if a workable agreement exists between and among the parties hereto, in the employment of operating and apprentice engineers on all classes of public and private work engaged in by the Employer; and

Whereas, operating and apprentice engineers should be paid and should be willing to work on a scale and basis commensurate with their skill and knowledge of their trade and in keeping with the wages and the standard of living in the district wherein their work is performed; and

Whereas, the parties hereto desire to enter into an agreement relating to wages, hours and other terms or conditions of employment represented by the Union; and

Whereas, it is the desire and intent of the parties to provide orderly collective bargaining relations and prompt and equitable disposition of grievances, to maintain fair wages, hours and working conditions, to prevent strikes and lockouts, and to represent the interest of the general public, the industry, and the craft; and

Whereas, the Employer has recognized the Union as the exclusive bargaining agent for all (journeymen and apprentice, excluding temporary employees) operating engineer employees for the purposes of collective bargaining with respect to wages, rates of pay, hours, and other terms or conditions of employment.

It is therefore understood and agreed by and between the parties hereto as follows.

ARTICLE II - CRAFT JURISDICTION

SECTION 1. It is mutually understood and agreed by the parties hereto that the craft jurisdiction of the Union shall cover and apply to all persons engaged or assisting in operating, erecting, dismantling, or repairing excavation and earthmoving equipment used in Water Division construction and repair work, and all machines used to sweep, clean, and remove debris and snow

from roads and parking areas maintained by CWLP's Water Division. This shall in no way alter the historic practices of CWLP. "Such jurisdiction shall exclude operation of electric pumps, small generators (10 KW and under) and small compressors (up to 40 CFM). Craft jurisdiction shall include operation of the hydraulic valve operator to the extent that the Employer shall make every reasonable effort to aggregate and schedule such work requiring its use, provided that the Employer shall reserve the right to assign such personnel to operate other equipment within the jurisdiction of this Agreement when the valve operator is not expected to be in prevalent use.

SECTION 2. Conflict of Jurisdiction.

In cases where there shall develop a jurisdictional dispute between this Union and another and the dispute cannot be settled amicably at the local level, the dispute shall be referred in a timely manner to the respective international representatives for resolution.

SECTION 3. Jurisdiction.

This agreement shall cover work performed within craft jurisdiction by CWLP.

SECTION 4. Subcontractors.

It is the general policy of CWLP to continue to utilize its employees to perform work they are qualified to perform. CWLP reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency. However, CWLP shall not contract out any work normally or presently being performed by bargaining unit employees which would result in a loss of work for bargaining unit employees without first offering the Union an opportunity to discuss such proposal to contract out.

ARTICLE III - NEW EMPLOYEES AND DUES DEDUCTION

SECTION 1. The Union and CWLP, upon agreement of applicant's qualifications, shall set forth in writing the grade at which the applicant starts, schools the applicant shall attend, and any other conditions necessary.

The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the parties current collective bargaining agreement. The parties agree to meet and negotiate if the City Council makes any changes to Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by City Council which are more restrictive than the ordinance shall apply to any bargaining unit member.

SECTION 2. The Employer shall have the unlimited right to discharge any employee during the first twelve (12) months of continuous employment which shall be considered a probationary period.

SECTION 3. The Union and CWLP, upon agreement of applicant's qualifications, shall set forth in writing the grade at which the applicant starts, schools the applicant shall attend, and any other conditions necessary. 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 within the Department, provided that at all times the Department has available sufficient employees with the ability and qualifications required to perform the work to be assigned.

SECTION 4. Dues Deduction.

Upon receipt of a written authorization, the Employer shall make payroll deductions of dues, initiation fees, assessments, and other payments for the Union. Regular monthly dues shall be deducted from gross pay from the first paycheck of the month. Dues shall be paid to Local Union 965 of the International Union of Operating Engineers.

The Union shall certify any increases in dues to the Employer, and such increases shall be effective thirty (30) thereafter.

The Union shall indemnify and hold the Employer, and its employees and agents harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article.

The Union will provide to the Employer verification that an employee has authorized deductions for dues, assessments, or fees. Employees may express such authorization by any legally binding means under State or federal law. The Parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement include authorizations created and maintained by use of electronic records or signatures consistent with State and federal law.

ARTICLE IV - DISCIPLINE

SECTION 1. Discipline.

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

- Oral reprimand;
- Written reprimand;
- 1 Day Suspension;
- 3 Day Suspension;
- 5 Day Suspension;
- 15 Day Suspension;
- 30 Day Suspension;
- Discharge (notice to be given in writing).

Disciplinary action may be imposed upon a certified employee for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action-giving rise to the discipline and has had a reasonable period of time to investigate the matter but in no case later than 60 days.

SECTION 2. Reprimand.

If the Employer has reason to reprimand an employee it shall be done whenever possible in a manner that will not embarrass the employee before other employees or the public.

SECTION 3. Notice.

For discipline other than reprimands, the Employer shall hold a pre- deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward forty-eight (48) hours of the meeting and reasonably in advance of such meeting shall provide the steward with the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

SECTION 4. Demotion.

Demotions shall not be used as a disciplinary measure, however, the parties recognize that circumstances may exist where the interests of the Employer or the employee may be best served by such action and in such cases, demotion shall be appropriate.

SECTION 5. Union Representatives.

An employee will have a right to union representation during the imposition of discipline.

SECTION 6. Any oral reprimand or written discipline imposed shall be removed from an employee's record if one (1) year passes without the employee receiving any additional discipline. Any suspension imposed, except for suspensions resulting from positive drug and/or alcohol tests, shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action, four (4) years pass without the employee receiving any additional discipline. However, such suspension may be used against an employee for the purposes of promotion for up to 5 years.

ARTICLE V - GRIEVANCES AND ARBITRATION

GRIEVANCES

SECTION 1. The City agrees to meet with the duly accredited officers of the Local Union and/or its designees who are employees of the City as outlined in this Section to resolve grievances.

A grievance, for purposes of this agreement, shall be defined to mean a dispute between an employee covered by this agreement or the Union involving the interpretation or application of this agreement.

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 present the grievance in writing to the division Superintendent as soon as practical or within ten (10) working days of the date the disagreement occurred or the employee's knowledge of the occurrence. The grievance shall be signed by the employee and the Union Steward or an elected official of the Union. The division Superintendent shall respond to the grievance in writing as soon as possible but not later than three (3) working days.

Step 2. If the disagreement is not resolved within three (3) working days, the written grievance shall be presented to the appropriate Division Manager. This must be done within five (5) working days after the response in Step 1 is due. The appropriate Division Manager shall respond to the grievance within five (5) working days to the employee and/or Local Union.

Step 3. If the grievance remains unresolved, it shall be presented to the Union within five (5) working days after the response in Step 2 is received in writing, or was due, to the Public Utilities General Manager or his designated representative. The Public Utilities General Manager shall respond in writing within seven (7) working days to the Union.

Step 4. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of General Manager is due, by written notice to the other, request arbitration.

A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the last decision given.

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.

ARBITRATION

SECTION 2. If the representatives of the Employer and of the Union are unable to reach an agreement on a grievance, then such disputed grievance shall be referred to arbitration.

SECTION 3. If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) 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 anytime 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.

The expenses and fees of the arbitrator 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. The cost of the hearing room shall be split equally between the parties. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for an equal cost of the verbatim record as noted above.

ARTICLE VI - WAGES

SECTION 1. Rates of Pay.

Effective May 1, 2025, the parties agree that the standard wage for the title of Equipment Operator shall be the following:

		+ \$0.50	+ \$0.50
	5/1/2025	5/1/2026	5/1/2027
Equipment Operators 0 – 4 years experience in this bargaining unit.	\$40.30	\$40.80	\$41.30
Equipment Operators 4 – 8 years experience in this bargaining unit.	\$43.30	\$43.80	\$44.30
Equipment Operators over 8 years of experience in this bargaining unit.	\$47.30	\$47.80	\$48.30

Effective May 1, 2025, current employees receiving longevity over 25 years shall receive a wage increase of \$0.50, and wage increases each subsequent year in the amount shown above.

SECTION 2. 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.

ARTICLE VII - APPROVED LEAVE

SECTION 1. Sick Benefits.

Sick leave shall be paid to employees after six (6) months employment. Each employee covered by the contract shall accumulate unlimited sick leave at the rate of one (1) workday with pay for each month of service, including prior service. (When an employee completes six (6) months service he shall have six (6) accrued sick days to his credit.)

It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his inability to work prior to the beginning of his work shift.

If the employee shall be absent on sick leave under a doctor's care, he shall furnish a doctor's certificate signed by said doctor, reflecting the reason 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, or he may use the balance of accrued sick leave time.

Sick time may be used for illness, disability or injury to the employee, appointments with a doctor, dentist or other professional medical practitioner, quarantine and for serious illness or disability in the employee's immediate family which requires the employee's personal care and attention. Employees shall make every effort to schedule nonemergency medical examinations outside of normal working hours. If this is impractical, the employee shall be allowed to use sick leave in increments of not less than one (1) hour increments for such medical examinations provided he informs the supervisor of such examination as far in advance as possible and provides verification of the doctor or dentist appointment and schedules this examination such that it does not affect operations or create additional costs for the Employer. If the employee shall be absent on sick leave for three days or more, he shall furnish a doctor's certificate reflecting the reasons for his absence.

The parties agree that an Attendance Monitoring Program "AMP" will be used for utilization of sick time. An instance could be as little as one-half (½) day sick time or any unlimited amount of sick time. An instance also could be considered several separate instances related to the same illness or treatment. In regards to employee discipline, employees reaching seven (7) instances will be given a verbal warning. Employees reaching eight (8) instances will be given a written warning. Employees reaching nine (9) instances will be given a day off without pay. Additional instances will be dealt with in a progressive manner. An employee may utilize up to three (3) doctor's appoints in a twelve month rolling period that is four (4) hours or less that will not be counted as an instance under this policy as long as sufficient notification is provided to the employer and the employee returns with a doctor's note covering the absence. The doctor's note will be considered timely if presented at any time the following scheduled work day. When an employee currently has discipline as a result of sick time infractions, and that discipline has not been expunged per the applicable time period as defined in this collective bargaining agreement, any further sick time infractions shall result in progressive discipline being imposed.

Employees shall be compensated in cash at a ratio of five (5) days pay for twelve (12) days accrued

unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee. New employees hired on or after May 1, 2013, are no longer eligible for this payout. City of Springfield employees will not be considered new employees under the CWLP contract.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

SECTION 1A. Bonus Days.

Employees who have accrued thirty (30) days sick leave prior to a contract year and do not use more than 1 sick day or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay. Employees who have, at one time, accrued ninety (90) days sick leave prior to a contract year and do not use more than 1 sick day or are not absent without pay during the ensuing contract year shall be granted five (5) days leave with pay. Bonus days can be taken from May 1st to April 30th and can be taken a day at a time. Such leave shall be taken with the approval of the Superintendent. This time may not be accumulated and any bonus leave remaining after April 30th of a given year will be lost. Requests will only be considered if the employee has bonus days at the time of such request and once approved a more senior employee's subsequent bonus day request may not disrupt the less senior employee's prior request.

SECTION 1B. If the average number of sick days taken by employees covered under this contract is 3.5 days or less for employees during a contract year beginning May 1, and ending the following April 30, employees using 3.5 sick days or less will receive a \$350 bonus at the end of the corresponding contract year. If the above average is 2.5 days or less, employees using 2.5 days or less will receive an additional \$100 bonus for a total of \$450.00. The sick time used by employees that is part of an extended illness of more than ten (10) working days will not be counted against the total. That employee will remain in the headcount total and all sick time used, except for the extended illness time, will be included in the totals. The employee's extended illness shall count as one (1) day for purposes of calculating the bonus. Total extended illness time will count in that employee's total of sick days used as it relates to receipt of the sick time bonus. Only those non-probationary employees employed on the last day of the contract year are eligible for the bonus.

SECTION 2. Personal Days.

Effective May 1, 2025, current employees who have been granted five (5) personal days as of the date of this agreement, shall be allowed to use those days for the first contract year. Thereafter, employees covered under this agreement, with at least one (1) year of seniority shall be granted three (3) personal days per year. Personal days may only be used in lieu of sick leave to preserve bonus vacation. If an employee does not use his personal days during the contract year, he must, before the beginning of the next contract year, schedule the days on which he desires his time off. Such personal days shall be used between May 1st and March 1st and may not be rescheduled after the beginning of the new contract year.

If the nature of the work makes it necessary to limit the number of personal days taken at one time or the number of employees taking personal days at the same time, the employee with the greatest seniority shall be given his choice of the period in which to take personal days. Requests will only be considered if the employee has personal days at the time of such request and once approved a more senior employee's subsequent personal day request may not disrupt the less senior employee's prior request.

Only a limited number of men can be off on a personal day for any one day. The Superintendent in charge, at his discretion, shall set the number of men such that it will not disrupt operations or require overtime to be paid.

SECTION 3. Duty Disability.

Any CWLP employee who is disabled for work as a result of illness or injury arising out of and in the course of his or her 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, a CWLP 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. Employees who become eligible for workers' compensation benefits on or after May 1, 2015 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 4. Insurance.

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.

ARTICLE VIII - LEAVES OF ABSENCE

SECTION 1. General Leave.

The Employer may grant regular employees a leave 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 Article XI.

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, including Duty Disability leave, 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.

SECTION 3. Family Medical Leave.

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

An eligible employee is entitled to a maximum of twelve (12) weeks of Family or Medical leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days, and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the city notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to

submit medical verification from a health care provider. The employee may also be required to undergo an examination by an impartial physician. The Employer shall pay for such examination. Upon return to work, the employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the employee was still on active duty. The employee will be required to maintain individual health and/or dental premiums, if any. Payment of the employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any employee whose payment is more than thirty (30) days late.

After a leave, the employee will be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An employee who fails to return from an FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

Employees who have utilized all their accumulated sick leave days and have completed an FMLA leave, if applicable, 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 a disability leave.

SECTION 4. Medical Leave.

Regular employees who have exhausted their accumulated sick leave days and have completed an FMLA 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. 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 within a twelve (12) month period, at the Employer's discretion. 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. A written statement shall accompany the request for said leave from the attending physician that 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. The Employer shall pay for such examination. 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. Employees shall immediately return to work upon release by the attending physician.

SECTION 5. Funeral Leave.

Employees shall be granted a maximum of five (5) days of leave of absence at the regular rate of if a death occurs to one of the following: father, mother, spouse, child, spouse's mother, spouse's

father. Employees shall be granted a maximum of three (3) days at the regular rate of pay if a death occurs to his brother, sister, grandchildren, or other relatives who are members of the employee's household at the time of death. Employee shall be granted one (1) day at regular rate of pay if a death occurs to his grandparents, aunt, uncle or his spouse's brothers or sisters. Pay shall be granted only for days spent in making funeral arrangements, attending the funeral, and traveling to and from the funeral. Employee must notify Job Steward and Superintendent in charge before leave is taken.

SECTION 6. 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.

SECTION 7. Paid Leave for All Workers Act.

The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/15(n).

ARTICLE IX - VACATION

SECTION 1. Employees shall be granted vacation time with pay according to the number of years of continuous service they have with the City of Springfield.

SECTION 2. Vacation leave per year with pay will accrue according to the following schedule:

- 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

SECTION 3. Vacations may be taken in the following manner: After six (6) months of continuous service, five (5) days may be taken; after an additional six (6) months of continuous service, an additional five (5) days may be taken; after the second year of continuous service, vacation may be taken as indicated in Section 2. Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. Such days must be used within that year.

SECTION 4. Vacation requests will only be considered if the employee has vacation days at the time of such request. Vacations shall be granted at the time requested by the employee and once approved a more senior employee's subsequent vacation request may not disrupt the less senior employee's prior vacation request. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods.

SECTION 5. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional workday.

ARTICLE X - WORKING HOURS, OVERTIME AND SHIFT WORK

SECTION 1. Eight hours shall constitute a regular day's work and forty hours a regular week's work, Monday through Friday, inclusive. The starting time shall be 7:00 a.m., Sunday through Saturday, however time may be adjusted one hour either direction with prior agreement of the crew, the union and management. A thirty (30) minute intermission for lunch shall be near the midpoint of the shift. The thirty (30) minute lunch intermission time shall be defined as the period between the time work stops on the job site to the time work starts on the job site. The workday is defined hereinabove shall be exclusive of this thirty (30) minute time period. The parties agree to follow a summer hour work schedule of 6:00 a.m. to 2:30 p.m. from Memorial Day to Labor Day.

SECTION 1A. The Employer may establish another regular work week for a minimum number of individuals provided the Union shall be notified. However, there shall be no changes in work week solely for the purpose of avoiding the payment of overtime. Temporary employees may perform work similar to that being performed by bargaining unit members. Temporary operating engineers hired by the City will be selected by the Union. 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 services. Temporary employees will be paid the prevailing wage as certified by the Illinois Department of Labor.

SECTION 1B. All persons covered by this agreement shall leave headquarters for the job site as soon as practicable after the regular starting time. Employees shall cease work at the job site in time to return to headquarters for quitting time. Lunch will be taken at the job site whenever practicable or at the nearest available CWLP facility within a five-minute drive from the job site.

SECTION 2. All prearranged overtime work shall be paid for at the time and one-half rate. Ten (10) hours notice or four (4) working hours notice constitutes sufficient time to classify overtime

as being prearranged. All other overtime work and work performed on Sundays and holidays shall be paid for at the double time rate.

Any employee working three (3) hours after the regular quitting time shall be allowed no more than one (1) hour at the overtime rate of pay for supper period. Any employee working more than two (2) hours prior to the start of his regular shift shall receive a breakfast allowance.

A minimum of four (4) hours at double time rate shall be paid to all employees who are required to report to work two (2) or more hours before regular starting time. If required to report less than two (2) hours before start, they shall receive double time pay until the regular starting time.

All meals will be paid at the rate of \$12.00 per meal on the employee's next appropriate paycheck.

Employees shall be paid for all overtime. An employee may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of 120 hours per contract year. Overtime hours may be split between compensatory time and pay at the employee's discretion. The employee will be notified by the Supervisor during the pay period if additional compensatory time has been approved. Compensatory time shall be taken in four-hour increments, at the beginning of the workday or the beginning of the second half of the workday, subject to the approval of the supervisor. Employees must give notice to his Superintendent at least twenty-four hours prior to the start of the shift he desires to use compensatory hours. Compensatory hours not used shall be liquidated in cash on April 30 of each year.

SECTION 3. All overtime not otherwise specified shall be paid at the double time rate. If called back after regular quitting time, no less than four (4) hours on double time basis will be paid.

All employees who have worked their regular eight (8) hour shift and continue working or are called back to work before having eight (8) hours of rest and work an additional eight (8) hours immediately preceding their next regular shift shall receive eight (8) hours of rest from the time they are released from work until required to return to work. If called back to work before having eight (8) consecutive hours off duty (rest period) employees shall have the option to accept or decline the call back. If the employee accepts the call back, they shall be paid the double time rate for all hours worked until the regular starting time.

All employees who are called back to work on a Sunday and work eight (8) or more hours immediately preceding their next regularly scheduled Monday shift, excluding holidays that fall on a Monday, shall receive eight (8) hours of rest from the time they are released from work until required to return to work on Monday.

Employees will be paid for the hours of the above rest period that fall in their regular work shift. Employees will be required to return to work for any hours remaining in their regular shift after receiving eight (8) hours of rest or request benefit time off.

Employees may use compensatory time in one (1) hour increments for any remaining regular shift hours. The use of compensatory time in one (1) hour increments applies only to Article X, Section 3 of this contract.

SECTION 4. Work may be performed in shifts at the election of the Employer, but in no case for less than three (3) consecutive working days. The starting time for the first shift of a two-shift job shall be by agreement between CWLP and the Business Representative. The starting time on a three-shift job shall be 8:00 a.m., which shall be regarded as the first shift on the calendar day. On all shift work the first shift shall end at 4:00 p.m.

SECTION 5. When two or more shifts are worked, eight (8) hours shall constitute a shift and the employees engaged in multiple shift work shall be given a one-half hour lunch period, starting at the midpoint of the shift, with no deduction in pay. Shift work from Sunday midnight to Friday midnight shall constitute a regular week's work and any time worked from Friday midnight to Sunday midnight, or in excess of regular shift hours, shall be paid for at the applicable overtime rate specified in paragraph C of the article. On a two-shift job no more than one (1) hour shall elapse from the ending of the first shift and the beginning of the second shift. There shall be no time allowed between shifts on a three-shift job. The rate of pay for the second shift shall be twenty-five cents per hour above the regular rate, and the rate of pay for the third shift shall be twenty-five cents per hour above the regular rate.

SECTION 6. Where the employer elects to work two (2) shifts on excavation, each shift shall be no less than ten (10) hours and in no case less than three (3) consecutive workable days duration. This paragraph shall apply only during the period April 1 to October 31.

SECTION 7. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

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.

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 - HOLIDAYS

SECTION 1. The following paid holidays shall be observed on the dates of their official observance by the City of Springfield and together with Sundays, shall be regarded as legal holidays.

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

No work shall be performed on Labor Day, except to save life or property. When the holiday falls on Sunday, it shall be observed on Monday, except Juneteenth, which shall only be observed as a paid holiday when it falls on a weekday.

ARTICLE XIII - UNION BUSINESS REPRESENTATIVE AND STEWARD

SECTION 1. The Business Manager or Business Representative of the Union may be granted the privilege to visit any job at any time to consult with the steward on the job or confer with the Employer or his representatives. Further than this there shall be no interference except for observation or in cases of emergency or necessity. General consultations with employees, when desirable, shall be held before starting time, at noontime, or after quitting time.

SECTION 2. The Union shall appoint a job steward who shall represent employees. The Union shall be responsible to notify management of the person representing the Union as job steward and whenever a change in job steward is made, the Union will notify CWLP of this change.

ARTICLE XIV - EQUIPMENT AND SAFETY

SECTION 1. The Employer shall provide reasonable heat and reasonable protection for his employees who are covered by this agreement; said protection shall include but not be limited to umbrellas, heat houses, and protection from falling debris. An adequate supply of fresh water, property cooled in season, along with disposable individual drinking cups shall be made available at all times by the Employer in order that the health and physical welfare of their employees might be protected, and they shall be allowed to avail themselves of the drinking water so supplied. A boatman shall be employed at all times when employees covered by this Agreement are working

on or over water, on navigable streams and lakes where the Union and Employer deem it necessary to comply with safe practices.

CWLP shall provide safety shoes or boots where employees are required to wear them. Where safety boots are provided employees shall wear them at all times. These items will be replaced as needed but only upon return of the damaged or worn-out safety boots or shoes and only if CWLP agrees upon the need for replacement. Employees shall be expected to take due care of these items. Personnel shall have the option to select the brand and type of safety shoes or boots from a selection furnished by CWLP. The determination of need for replacement shall rest with their respective superintendent.

All provisions of the State and Federal Safety Act shall prevail.

SECTION 2. All employees shall be required to furnish and wear the following 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). Employees will receive a \$400.00 clothing allowance each year. Clothing must be in original condition without alterations (i.e., cutoff jeans or cutoff sleeves are unacceptable; printing or writing on clothing is unacceptable unless purchased from the Utility.

One (1) pair of insulated bibs will be issued to all employees. Insulated bibs (of Carhartt quality) and high visibility jackets will be replaced on an as needed basis upon return of the damaged or worn- out item and if the Employer agrees upon the need for replacement.

SECTION 3. In regards to the installation and utilization of GPS tracking technology on Springfield Office of Public Utilities vehicles, the undersigned parties agree as follows:

The intended purpose of such equipment is to enhance the operational efficiency of the department, improve services to the public, improve the safety of employees and to ensure compliance with department work rules.

This technology shall not be made available to the public except as is provided for under state, federal or local laws.

Employees shall be given a brief overview of the systems capabilities, its intended use, and a copy of this MOU. Thereafter, this MOU shall be incorporated within the Operating Engineers Local Union No. 965 contract. Any vehicle equipped with this technology shall have a notice affixed to the interior notifying employees that it is so equipped.

The parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer has a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees but will be used to monitor employees' work progress and work locations. In the event that data retrieved from the GPS system is used to support the employer's decision to discipline an employee, the union shall be provided with copies of all data pertinent to the contemplated discipline pursuant to any Pre-Deprivation Meeting.

In the event the employer elects to upgrade or enhance the GPS system, beyond regular software upgrades, the union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.

ARTICLE XV - DRUG TESTING

Effective May 1, 2025, all employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion in accordance with the policy attached as Appendix A to this agreement. 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. Employees will be subject to drug testing per applicable State and Federal laws.

SECTION 1. Discipline.

Upon the return of a positive drug or alcohol test, the following will result: If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

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

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

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

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

If a drug test result is positive:

1. First Offense - The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required unless requested by the union or employee.

2. Second Offense - Any employee who test positive for drugs and/or alcohol within five (5) years of his or her previous test will be automatically terminated. No pre-disciplinary hearing is required unless requested by the union or employee.

SECTION 2. Compliance with Testing Requirements.

Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated. A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

SECTION 3. Return-to-Duty Contracts.

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

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

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

SECTION 4. Confidentiality. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the Medical Review Officer (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

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

ARTICLE XVI - NO STRIKE/NO LOCKOUT

SECTION 1. No Strike.

The Union, its officers, staff, members, and any employees covered by this Agreement shall not call, institute, authorize, participate in, sanction, encourage, or ratify any strike activity, work

stoppage, or picket the Employer to cause a work stoppage or engage in any other concerted activity to cause any person to interfere with the Employer's operations, activity, or fulfillment of Employer's mission, in whole or in part.

In the event of action prohibited by this Article, the Union immediately shall publicly disavow such action and request the offenders to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. If within twenty-four (24) hours after the Union has ordered the cessation of such strike or other action a worker or workers fail to return to work or fail to discontinue violations of the terms of this Article, such worker or workers shall be deemed to have abandoned their employment.

SECTION 2. No Lockout.

No lockout of employees shall be instituted by the Employer or its representatives during the term of this Agreement.

SECTION 3. Employer Rights.

Nothing contained herein shall preclude the Employer from obtaining judicial action to terminate any violation of this Article, nor to seek and recover in any court a judgment for damages.

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

ARTICLE XVII - INDEMNIFICATION

Employees shall be indemnified by their employers against any claim or suits made against them for bodily injury, death or property damage while said employees are working without willful negligence within the scope of their employment. The responsibility for indemnification shall be on the individual employer only.

ARTICLE XVIII - NON-DISCRIMINATION

SECTION 1. Prohibition against Discrimination.

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, race, color, creed, national origin, political affiliation (or lack thereof), physical or mental handicap, or marital status. 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 the 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. The Union and the Employer will make a concerted effort to comply with all requirements of the Americans with Disabilities Act.

ARTICLE XIX - MANAGEMENT RIGHTS

SECTION 1. It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the Employer; 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, including, 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 relocate or transfer work and maintain efficiency, provided such actions of the Employer do not conflict with the express provisions of this Agreement.

SECTION 2. Nothing in this Agreement shall be construed as a delegation to others of authority conferred by law on the Employer, or in any way abridging or diminishing such authority. Nothing contained herein shall in-fringe upon or diminish the lawful authority of the Civil Service Commission.

ARTICLE XX - COMPLETENESS OF AGREEMENT

SECTION 1. All understandings, agreements, and undertakings of the parties hereto, touching on the subject matter hereof, are embodied herein and none of the parties shall be affected, during the existence of this agreement, by any rules, regulations or understandings touching on the subject matter of this agreement, whether oral or written, which are not expressly incorporated herein.

SECTION 2. Any part of this agreement found to be in conflict with any State or Federal Law, by a recognized and competent Court or Board, shall be immediately renegotiated by the interested parties hereto, in accordance to the findings of such Court or Board.

ARTICLE XXI - 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. CWLP 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, any employment relationship, or the relationship between the parties.

ARTICLE XXII - INVALIDITY AND SEVERABILITY

The parties have entered into an Agreement which, in their opinion, is consistent with Federal law and with State law, is applicable and not preempted. In the event of invalidity of any provision of this Agreement, such provision shall be considered void and not enforceable, and the remaining provisions of the Agreement shall not be affected but shall remain in full force and effect. If either party desires, upon notice to the other, both parties will negotiate a legal provision as a substitute to any provision deemed to be invalid.

ARTICLE XXIII - DURATION, AMENDMENT AND TERMINATION

SECTION 1. Term.

This Agreement shall be effective as of the 1st day of May 2025 and shall remain in full force and effect until the 31st day of April 2028. 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.

SECTION 2. Notice to Amend or Terminate.

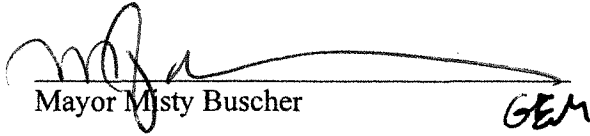
Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the termination date.

SECTION 3. Mutual Amendment at Any Time.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, stating the effective date thereof and be approved and executed in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the 8th day of July, 2025.

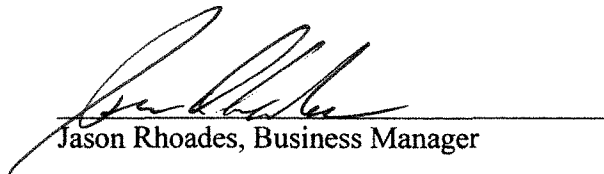
For the City of Springfield:



Mayor Misty Buscher *GEM*

Date: July 23, 2025

For IUOE Local 965:



Jason Rhoades, Business Manager

Date: 7/8/2025

APPENDIX A

City of Springfield Office of Human Resources Policy on Drug and Alcohol Testing

I. Policy

The City of Springfield is dedicated to providing safe, dependable and economical services to our citizens. City of Springfield employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to: (1) ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime for personal problems, including alcohol or drug dependency, which may adversely affect their ability to perform their assigned duties.

In order to ensure a safe work environment and compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101 *et seq.*), City of Springfield maintains a drug-free workplace. Accordingly, the City of Springfield prohibits employees from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in accordance with the requirements of the Anti-Drug Abuse Act of 1988 (Public Law 100-690, 102 Stat. 4181), use of drugs and use of alcohol in the workplace. The foregoing prohibition shall apply to City of Springfield property, including in City of Springfield vehicles and any private vehicles parked on City of Springfield premises or worksites.

II. Substances Covered by this Policy

For purposes of this Policy, the term “drugs” includes, but shall not be limited to: (i) any non-prescribed controlled substance that the employee is not authorized to possess or consume by law; (ii) any substance listed in the Controlled Substances Act (720 ILCS 570 *et seq.*); (iii) any substance listed in the Cannabis Control Act (720 ILCS 550 *et seq.*); and (iv) drugs or substances which may not be listed in the Controlled Substances Act or the Cannabis Control Act but which have adverse effects on perception, judgment, memory or coordination. A non-exhaustive list of applicable drugs includes, but is not limited to, the following:

Opium	Psilocybin-psilocin
Morphine	MDA
Codeine	PCP
Heroin	Chloral Hydrate
Meperidine	Methylphenidate
Cannabis	Hash
Barbiturates	Hash Oil
Glutethimide	Steroids
Methaqualone	Tranquilizers

Cocaine	Amphetamines
Phenmetrazine	LSD
Mescaline	

The term “drugs” may also include prescription medication, meaning that an employee has a current prescription or other written approval from a physician for the use of a drug in the course of medical treatment. Prescription medication must include the patient’s name, the name of the substance, quantity/amount to be taken and the period of authorization.

III. Prohibited Conduct

The following conduct is prohibited:

1. The unauthorized use, possession, manufacture, distribution, or sale of drugs, drug paraphernalia or alcohol while on or in City of Springfield property, while conducting work-related business, or during working hours.
2. Being under the influence of drugs or alcohol while on or in City of Springfield property, while conducting work-related business, or during working hours.
3. Being under the influence of legal or prescribed drugs or chemicals used in excess of, or in non-conformity with, prescribed limits while on or in City of Springfield property, while conducting work-related business, or during working hours.
4. The illegal use, possession, manufacture, distribution, or sale of drugs or drug paraphernalia (while on or off duty).
5. Storing any illegal drug, drug paraphernalia, cannabis or alcohol in or on City of Springfield property.
6. Failing to notify an employee’s supervisor prior to starting work of any known side effects of medications, prescription drugs, or other chemical compounds or supplements of any kind, including cannabis, that the employee is taking (or has taken) which might affect the performance of the employee’s duties.
7. Refusing to immediately submit to an alcohol and/or drug test when requested by a supervisor.
8. Failing to provide, within one workday following a request, documentation confirming a valid prescription for any drug or medication identified by a positive drug test.
9. Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled as a condition of continued employment.
10. Failing to notify the employee’s supervisor of any arrest, conviction, or relevant plea (including pleas of guilty and *nolo contendere*) relating to drugs or alcohol no later than

the earlier of the next date the employee is scheduled to work or two calendar days following the arrest, conviction or plea.

11. Tampering with, adulterating, altering, substituting, or otherwise obstructing any testing process required pursuant to this Policy.
12. Performing any safety-sensitive duties while having a blood alcohol concentration of .02 or greater.
13. Possessing or using drugs or alcohol while on duty or while operating a commercial vehicle.
14. Operating a commercial vehicle within four hours after using alcohol (an on-call employee who consumes alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty).
15. Consuming alcohol or cannabis during the eight-hour period following an accident requiring a drug and alcohol test before a post-accident alcohol or drug test is given.
16. Reporting for duty or remaining on duty requiring the operation of a commercial vehicle when the employee has used a drug or drugs, except when the use is pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial vehicle.

IV. Required Conduct

The following conduct is required of all City of Springfield employees:

1. Employees must notify their supervisor prior to starting work of any known side effects of medications, prescription drugs, or other chemical compounds or supplements of any kind, including cannabis, that they are taking (or have taken) which might affect the performance of their duties or threaten the safety of the employee or any other person.
2. Employees must notify their supervisor of any arrest, conviction or relevant plea (including pleas of guilty and *nolo contendere*) relating to drugs or alcohol no later than the earlier of the next date the employee is scheduled to work or two calendar days following the arrest, conviction or plea. In accordance with federal law, **the City of Springfield** will notify any applicable federal contracting officer(s) of any relevant conviction(s) or plea(s) within 10 days of receiving notice of the conviction or plea.
3. Employees must submit to drug testing in accordance with this Policy and applicable law.

V. Testing for Prohibited Substances

a. Pre-Employment

All applicants for positions covered by this policy, shall undergo drug testing after receiving a conditional offer of employment. Receipt by the City of Springfield of a negative test result is required prior to employment. A positive drug test will disqualify an applicant for employment. All medical examinations administered by the City of Springfield shall include a drug test.

Any individual who tests positive, as defined in 49 CFR Part 40, will not be considered for employment for the same position or other positions covered by this policy for at least twelve (12) months from the date of the test, unless he/she provides documentation of a negative drug test and is released by a Substance Abuse Professional (SAP).

b. All Employees

Reasonable Suspicion Testing - All employees are required to submit to alcohol and/or drug testing if a trained supervisor determines that there is reasonable suspicion to believe that an employee has been using illegal drugs, abusing prescribed drugs, is under the influence of alcohol or cannabis, or is consuming alcohol or cannabis while working.

For the purposes of this Policy, reasonable suspicion means a belief based on objective facts sufficient to lead a reasonable prudent person to find that an employee is using, or has used, drugs or alcohol in violation of this Policy. Such a suspicion shall be drawn from specific, objective facts and reasonable inferences drawn from those facts in light of experience.

Some factors that may be considered in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:

1. Observable phenomena, such as direct observation of drug or alcohol use, the presence of the odor of drugs or alcohol on or about the employee and/or the physical symptoms or manifestations of being under the influence of drugs or alcohol;
2. Abnormal conduct or erratic behavior;
3. Excessive unexcused absenteeism, tardiness, or deterioration in work performance;
4. Slurred speech or unsteady walking or movement;
5. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
6. Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, drugs, or other prohibited substances whether on or off duty.
7. Testing for cannabis based on reasonable suspicion shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

Once reasonable suspicion has been determined, the employee shall be required to take the

applicable drug and/or alcohol test. Reasonable suspicion to believe an employee is under the influence of drugs and/or alcohol, or has otherwise violated this policy, such evidence or observations shall be documented on the *Reasonable Suspicion Observation Form*. The employee will then be tested as soon as possible, but not to exceed eight (8) hours for alcohol and thirty-two (32) hours for drug testing. If an alcohol test is not conducted within two (2) hour or a drug test is not conducted within eight (8) hours, a record shall be prepared and retained stating the reason why. If in eight (8) hours and alcohol test is still not conducted or in thirty-two (32) hours a drug test is still not conducted, all attempts shall cease and a complete record made of why it was not accomplished. An order to submit to testing shall be in writing and signed by a supervisor. If an employee declines the test, it will be treated as a positive test and the employee will be subject to discipline up to and including termination. When an employee is ordered to submit to a drug and/or alcohol test as a result of a supervisor's reasonable suspicion, the employee will not be allowed to return to work pending the results of the drug and/or alcohol test.

Post-Accident Testing - Employees will be required to undergo drug and/or alcohol testing if they are involved in an accident with a City of Springfield vehicle (regardless of whether or not the vehicle is in course of City business or service) or in the employee's personal vehicle while on City business and if the accident resulted in:

1. A fatality.
2. Injuries requiring transportation to a medical treatment facility (subject to reasonable suspicion testing).
3. Disabling damage to any vehicle or property (subject to reasonable suspicion testing).
4. A citation under state or local law for a moving traffic violation arising from the accident.

This may also apply to any employee who is a passenger in the vehicle involved in an accident and any other employee whose performance could have contributed to the accident.

All accidents, including those involving a vehicle, must immediately be reported to an employee's supervisor. The supervisor shall investigate the circumstances of the accident and determine if there is reasonable suspicion to require a drug and/or alcohol test. If it is determined that the employee caused or contributed to occurrence of the accident or the employee was otherwise at fault, the employee may be required to submit to a drug and alcohol test regardless of the existence of reasonable suspicion.

Post-accident testing for cannabis shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

If post-accident drug and/or alcohol testing is ordered, the employee involved must submit to a drug and/or alcohol test within two hours of the accident. An employee who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid reason or permission by his or her supervisor will be deemed to have refused to submit to testing. The employee to be tested shall not be permitted to drive himself or herself to the collection site.

Random Testing - Employees may be randomly selected to submit to drug and/or alcohol testing. The process will be unannounced, and employees shall be selected in a non-discriminatory manner. After an employee is notified that he or she has been selected for random testing, the employee shall be required to report immediately to the testing location no later than one hour after notification. Upon arrival at the testing location, the employee must identify him or herself by use of a photo identification card and present any applicable documentation. Upon completion of the drug and/or alcohol testing, the employee will, if his or her shift is not completed, immediately return to duty status.

Return-to-Duty Testing - Employees who have engaged in prohibited conduct regarding controlled substances will be required to take a return-to-duty drug or alcohol test and must sign a Return-to-Duty Contract. 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. Prior to returning to work, a release must be provided from an approved Substance Abuse Professional (SAP) for employees covered under USDOT, and/or a Licensed Professional (LP) for employees not covered under USDOT.
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.

c. Specific Employees

Employees Covered Under Collective Bargaining Agreements – Any drug and alcohol testing procedures in the respective collective bargaining agreement shall remain in full force and effect.

Employees in Safety-Sensitive Positions - In accordance with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40, and other applicable law, City of Springfield, Illinois requires employees in safety-sensitive positions and applicants for safety sensitive positions to submit to mandatory drug and alcohol testing pursuant to this Policy.

Safety-sensitive positions are those positions where there exists a high risk of injury to others with disastrous consequences if the employee has even a momentary lapse of attention. Under this Policy, employees in safety-sensitive positions specifically include all employees whose positions may involve driving a City of Springfield owned vehicle or motorized equipment, waiting to be dispatched to drive a vehicle, loading or unloading a vehicle, inspecting or servicing a vehicle, driving a commercial vehicle and that require the possession of a CDL. For purposes of this Policy,

a commercial vehicle means a vehicle that either: (i) has a gross weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); (ii) is designed to transport 16 or more persons, including the driver; or, (iii) is used to transport hazardous materials.

An employee is considered to be “driving a commercial vehicle” under this Policy if he or she is performing any safety sensitive function defined in 49 CFR 382.107, which includes all time working in a position requiring a CDL.

With respect to employees who work in a position requiring a CDL, alcohol testing for reasonable suspicion may be conducted just before, during, or after an employee operates a commercial vehicle. The Department of Transportation does not authorize the use of Schedule I drugs, including marijuana, for any reason, as part of its regulated drug testing program.

Directors and Chiefs shall be responsible for identifying positions in their department that perform safety-sensitive duties or operate a commercial vehicle or other motorized equipment. Any employee who violates this policy shall be subject to disciplinary action up to and including discharge.

Employees in safety-sensitive positions are subject to drug and alcohol testing under different and additional circumstances than employees who are not in safety sensitive positions.

1. Mandatory Random Testing – Any employee in a safety-sensitive position subject to DOT random testing shall submit mandatory random drug and alcohol testing. The City of Springfield shall conduct random testing at the applicable testing rate established by the Department of Transportation.
2. Reasonable Suspicion – Any employee in a safety-sensitive position shall submit to a drug and/or alcohol test when any supervisor has reasonable suspicion to believe that an employee has been using illegal drugs, abusing prescribed drugs, is under the influence of alcohol or cannabis, or is consuming alcohol or cannabis while working or while on call.

Testing for cannabis based on reasonable suspicion shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

If an employee is removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform safety-sensitive functions until: (i) an alcohol test determines that the employee’s breath alcohol concentration measures less than .02; and (ii) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has been using alcohol.

3. Post-Accident Testing Involving a Commercial Vehicle – An employee is required by law and this Policy to submit to an alcohol test whenever he or she is involved in an accident while driving a commercial vehicle on a public road which results in: (i) a fatality; (ii) bodily injury to a person who, as a result of the injury, immediately receives medical

treatment away from the scene of the accident; and/or (iii) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Post-accident testing for cannabis shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

4. Return to Duty Testing – Any employee who has violated this Policy and/or has tested positive on a drug or alcohol test and is subsequently permitted to return to work, must pass a drug and/or alcohol test in accordance with this Policy prior to returning to duty.
5. Follow-Up Testing – An employee in a safety-sensitive position who is referred for assistance related to alcohol and/or drug abuse is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a substance abuse professional and City of Springfield, Illinois. The number and frequency of follow-up tests will be determined by the substance abuse professional and City of Springfield, Illinois but will not be less than six tests in the first 12 months following the employee's return to duty.

For purposes of this Policy, a substance abuse professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

VI. Types of Testing

Any of the following methods may be utilized to test an employee for the presence of drugs and/or alcohol:

1. Urine testing;
2. Evidentiary breath testing device (Breathalyzer);
3. Blood testing;
4. Hair follicle testing; or
5. Saliva testing.

VII. Licensed Clinical Laboratory Only

City of Springfield, Illinois shall use only licensed clinical laboratories for drug and/or alcohol testing. Such laboratories shall be responsible for maintaining a proper chain of custody of any samples. If an employee tests positive for drugs and/or alcohol, a confirming test shall be conducted. The laboratory will not submit a positive test result to City of Springfield, Illinois

unless the confirming test result is also positive for the same sample. The laboratory shall retain a portion of the tested sample so the employee can arrange for another confirming test to be conducted by a licensed clinical laboratory of the employee's choice and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for that portion of the sample.

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.

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by a medical review officer. A medical review officer is a licensed physician responsible for receiving and interpreting laboratory results from applicable tests.

VIII. Records Relating to Drug and/or Alcohol Tests

Records reflecting positive drug and/or alcohol tests will be kept in the employee's file and will be kept confidential in accordance with applicable law. Information regarding drug and/or alcohol tests and an employee's participation in a substance abuse rehabilitation program may be disclosed to supervisors only if such information relates to the employee's ability to perform his or her work duties or the employee's need for a reasonable accommodation under the Americans with Disabilities Act of 1990 or other applicable law.

For employees in safety sensitive positions, the following records shall be maintained for a minimum of five years: (i) records of annual management information system reports; (ii) records regarding employee evaluations and referrals to substance abuse professionals; (iii) records relating to follow-up tests and follow-up schedules; (iv) records relating to refusals to submit to drug and/or alcohol tests; (v) records of alcohol test results indicating an alcohol concentration of .02 or greater; (vi) verified positive drug test results; and, (vii) breath testing device calibration documentation.

IX. Compensation

If an employee is ordered to submit to an involuntary post-employment drug and/or alcohol test, the time spent by the employee traveling to and from the test and waiting for and undergoing the test will be considered compensable working time unless otherwise provided by law or contract. Pre-employment drug and/or alcohol tests will not be compensated.

X. Cutoff Levels for Drugs and Drug Metabolites; Blood Alcohol Exceedances

Cutoff levels for all drug and drug metabolite testing shall be consistent with the guidelines

established by the U.S. Department of Health and Human Services (HHS). An employee shall be deemed to be under the influence of alcohol if the applicable blood alcohol test demonstrates a level of .02 or greater.

XI. Policy Violations

Any employee testing positive for drug usage, blood alcohol levels greater than .02, or engaging in any other prohibited conduct concerning drug or alcohol shall be subject to disciplinary action up to and including immediate termination. Regardless of disciplinary action taken, all such employees will be advised of resources available to evaluate and treat problems associated with drug and/or alcohol abuse.

Employees in safety-sensitive positions, including those that require a CDL, who are not terminated for violation of this Policy shall be subject to the following conditions of continued employment:

1. If an employee has a breath alcohol concentration of at least .02 but less than .04, he or she shall not drive a commercial vehicle or engage in any other safety sensitive activities for at least 24 hours.
2. If an employee tests positive for drugs, tests positive for a blood alcohol level of .04 or greater, and/or engages in any other conduct prohibited by this Policy relating to drugs and/or alcohol, the employee will be immediately removed from duties requiring the driving of a commercial vehicle and will not be permitted to return to work unless the employee: (i) has been evaluated by a substance abuse professional; (ii) has complied with any rehabilitation prescribed by a substance abuse professional; and (iii) has successfully completed a return to duty test for drugs and/or alcohol.
3. Upon completion of a recommended rehabilitation program and successful return to work, the employee will be subject to follow-up random testing for up to 60 months as recommended by the substance abuse professional and City of Springfield, Illinois with a minimum of six such unscheduled tests within the first 12 months of returning to duty.

XII. Discipline

Employee supervisors and their superiors, as applicable, are responsible for administering disciplinary measures, when in the sole discretion of the appropriate supervisor, based on the facts and circumstances of the situation, discipline is warranted. The disciplinary procedures set forth in this Section apply to all employees, unless otherwise subject to a collective bargaining agreement. These policies and procedures should not be construed as preventing, limiting, or delaying the City of Springfield from taking appropriate disciplinary action, including immediate dismissal without prior warning or notice, as the facts and circumstances warrant.

All discipline issued will be based on the applicable facts and circumstances, and at the level applicable in the sole and exclusive judgment of the applicable supervisor.

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).
- (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.

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.
- (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 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 tests positive for drugs within five (5) years of his or her previous positive test will be automatically terminated.

All discipline and testing may be grieved under the grievance procedures as set forth in the applicable collective bargaining agreement.

XIII. Voluntary Treatment for Abuse of Drugs and/or Alcohol

The City of Springfield strongly encourages employees who believe or suspect that they may be abusing drugs and/or alcohol to voluntarily seek treatment before their job performance is affected. The City of Springfield offers an Employee Assistance Program (EAP) wherein any employee may reach out to Memorial Health at (217) 788-9345 if they have personal issues affecting their health and well-being. Notification of the EAP does not constitute notification to the City. The services provided by the EAP are strictly confidential and details about the services provided to an employee are not shared with the City of Springfield. Any employee who notifies City of Springfield of alcohol or drug abuse problems will be treated in the same manner as any other employee with an illness. Information and communications regarding an employee's voluntary treatment or counseling due to actual or suspected drug and/or alcohol abuse shall remain confidential in accordance with state and federal law.

Employees who voluntarily seek treatment for drug and/or alcohol abuse shall not be subject to

discipline, discharge or discrimination based solely on such voluntary treatment if the treatment is sought prior to:

1. The employee testing positive for illegal drugs and/or alcohol;
2. The employee being notified of an upcoming drug and/or alcohol test;
3. The occurrence of an event that gives rise to reasonable suspicion that the employee is under the influence of drugs and/or alcohol;
4. Any return to duty or related follow-up testing for drugs and/or alcohol; and/or
5. The occurrence of an accident which requires the employee to submit to drug and/or alcohol testing.

Employees who seek voluntarily treatment for drug and/or alcohol abuse shall continue to be subject to appropriate disciplinary action up to and including termination for substandard job performance, unexcused absences, abuse of drugs and/or alcohol or any other violations of this Policy or other workplace rules, whether such violations are directly or indirectly related to the employee's use of drugs and/or alcohol.

Furthermore, employees who voluntarily seek treatment for drug and/or alcohol abuse shall not be excused from required drug and/or alcohol testing in accordance with this Policy even when voluntary treatment was sought prior to the testing in question. No employee shall be permitted to use voluntary treatment for drug and/or alcohol abuse to avoid otherwise legitimate disciplinary action for failure to comply with this Policy or other provisions of workplace rules.

Employees may request a medical leave of absence to obtain treatment for drug and/or alcohol abuse in accordance with the Family and Medical Leave Act of 1993 and other applicable law. Such leave requests shall be treated in the same manner as any other request for leave pursuant to this Policy. The City of Springfield may also grant reasonable accommodations for employees being treated for drug and/or alcohol abuse so long as those employees are participating in a treatment program and are not currently abusing drugs and/or alcohol. The City of Springfield will not retaliate or discriminate against any employee for requesting leave or a reasonable accommodation to obtain treatment for drug and/or alcohol abuse.

XIV. Non-discrimination

The City of Springfield prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity, housing status, or any other protected category established by law, statute or ordinance.

XV. Administration

The Office of Human Resources will be responsible for the dissemination of this policy. The Office will administer this policy and maintain all relevant records. Any questions regarding this policy should be directed to the Office of Human Resources at (217) 789-2446.

XVI. Acknowledgement

By signing below, I acknowledge that I have received a copy of the City of Springfield Drug and Alcohol Policy (Policy) and understand that it is my responsibility to read and become familiar with its contents. I further understand that it is my responsibility to ask questions of my immediate supervisor and/or another appropriate member of management if I do not understand any of the information contained in the Policy and that I am required to abide by and observe all of the information and rules, policies, and procedures explained therein.

I acknowledge that nothing in the Policy constitutes a contract or promise of employment and that unless otherwise provided in a collective bargaining agreement or individual employment contract, my employment is "at-will," which means that the employment relationship may be terminated at any time for any lawful reason with or without cause or notice.

I agree to abide by and observe all of the information and rules, policies, and procedures set forth in the Policy and understand that City of Springfield rules, policies, and procedures may be changed from time to time, with or without notice, and that this Policy supersedes and replaces any and all prior rules or policies in conflict with these provisions.

Print Name

Signature

Date Signed

APPENDIX B

Standby Overtime List Procedure

1. There shall be a standby overtime list for all operators working at the Water department facility 401 N. 11th St. There shall be an alternative standby overtime list for all operators working at PMC and Lake Services facility.
2. The Standby list shall be a rotating list.
3. Operators that are working over on a job are not available for standby OT.
4. Operators that are off work using their own time (personal, vacation, sick or comp time) are not available for standby OT.
5. When a standby crew is requested, the supervisor or their designee, shall call the first available operator in the order they appear on the list and offer them the job available. If the operator turns down the job, the supervisor or their designee, shall call the next available operator in order on the list.
6. In the event the Water Department list is exhausted, the supervisor or their designee, shall go to the alternative standby list and follow the procedure listed above.
7. In the event that the supervisor is not able to fill the said job with the available operators, he shall then call the first operator within the exhausted list that is off on his or her own time.
8. When all operator jobs are filled, the standby list shall stop at the last person called out or in the case of an operator off on their own time, at the end of the exhausted list.

Operators Call-out Overtime List Procedure

1. There shall be a "Call-out List" for all operators working under the CWLP Water Department Local 965 Collective Bargaining Agreement.
2. The "Call-out List" shall be a rotating list.
3. When a crew is to be filled for any overtime work that is not a standby, the dispatcher shall call the first operator in the order as they appear on the "Call-out List" and offer them the available job. If the operator turns down the job the dispatcher shall call the next operator in order on the "Call-out List."
4. In the event an individual does not answer the first call, the dispatcher shall leave a message and call that operator's alternate phone number, if one is listed, and if there is still no answer, the dispatcher shall then wait five (5) minutes and move to the next person on the list.
5. In the event an operator requests to be called back if no one is available to work, the dispatcher shall, after exhausting the list, go back to the first operator requesting call back within the exhausted list and offer said job to that person.
6. When all operator jobs are filled, the "Call-out List" shall stop at the last person called out. Or in the case of a call-back, at the end of the exhausted list.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS
OFFICE OF PUBLIC UTILITIES


And

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NUMBER 965 (CWLP)

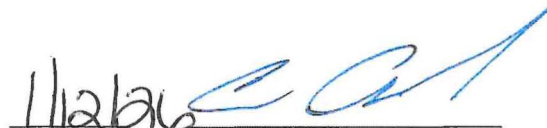
This Memorandum of Understanding ("MOU") is entered into by the Employer, **the City of Springfield** ("Employer"), and the **International Union of Operating Engineers, Local 965** ("Union"). The agreed-upon terms are as follows:

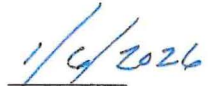
1. The collective bargaining agreement between the Union and the City of Springfield shall include the Presidents' Day (third Monday of February) holiday as a regular holiday effective as of the execution date of this MOU.
2. This MOU shall remain in place until a successor contract to the Parties' current collective bargaining agreement is agreed upon.
3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:


Misty Buscher
Mayor, City of Springfield

GEA


Date Business Representative
IUOE Local 965


Date