

**LABOR AGREEMENT  
BETWEEN  
CITY OF SPRINGFIELD  
OFFICE OF PUBLIC UTILITIES**



**&**

**LOCAL NO. 399 (Unit 4)**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**



**OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2025**

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## AGREEMENT

This is a written Agreement of verbal understanding, (hereinafter referred to as "Agreement") reached between the authorized representatives of the City of Springfield, Office of Public Utilities, Springfield, Illinois: (hereinafter referred to as the "Employer") and Local Union No. 399, International Union of Operating Engineers (hereinafter referred to as "Union").

The contents of this Agreement shall take effect on the 1<sup>st</sup> day of October, 2020 up to and including September 30, 2025 and shall continue in full force and effect from year to year thereafter until either party hereto shall give the other party at least sixty (60) days written notice prior to the termination date of any year, of their desire to change the contents of the understanding so reached as set forth herein.

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

### ARTICLE I – GENERAL PURPOSE OF AGREEMENT

**SECTION 1.** The general purpose of this Agreement is to promote the mutual interest of the Employer and the employees covered by this contract, to provide for the operation of the plant of the Office of Public Utilities under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, cleanliness of plant and protection of property.

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

### ARTICLE II – RECOGNITION

**SECTION 1.** Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled in Article VIII hereof, and that for the purpose of classifications of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement. The parties agree that a sufficient number of skilled workmen to carry on the work covered by this contract are necessary and desirable and they agree that every effort will be made to secure competent, skilled and qualified personnel to fill the jobs.

### ARTICLE III – HOURS OF LABOR

**SECTION 1.** The workweek shall be eleven (11) p.m. Saturday to Ten Fifty Nine (10:59) p.m. Saturday. This Article shall not be construed as a guarantee or limitation on the number of hours per day or workweek.

**SECTION 2.** The regular hours of work shall not exceed eight (8) hours in any one day, or five (5) eight (8) hour shifts in any one (1) week. All of operations will work forty (40) hours per week.

**SECTION 3.** All employees shall be paid at the rate of time and one-half for all overtime not specified otherwise. Also, all employees who have worked more than eight (8) consecutive hours, but less than sixteen (16) hours immediately preceding their regular shift, shall receive the time and one-half rate for working their regular shift. Effective November 1, 2009, overtime worked during the 11-7 (night) shift and on days when such day is the employees second day off shall be paid at the rate of double time.

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

All employees shall be paid at the regular straight time rate of the hours for the above rest period that falls in their regular work shift. All employees shall be available for work during the paid rest period. Except in the case of extreme emergencies, employees who have worked sixteen (16) or more consecutive hours shall relinquish their rights to overtime under the call-in procedures, until they have received eight hours rest, in Addendum – Call In Procedures.

**SECTION 4.** All emergency overtime work shall be paid at the double time rate. Emergency overtime work shall be defined as any overtime work employees are asked to perform without having had at least ten (10) hours advance notice of such work, except for work during the employee's regular lunch period.

All overtime work in which the employee has received more than ten (10) hours advance notice shall be classified as prearranged work, and shall be paid for at the time and one half rate. An employee who has worked more than ten (10) prearranged overtime hours during any one day shall be paid at the double time rate for the time worked in excess of ten (10) hours.

Notification of prearranged work shall be given as far in advance as possible. If, for any reason, the Department calls an employee and cancels any overtime work during the ten (10) hours immediately preceding the time for such work to commence, two (2) hours of straight time pay shall be paid the employee. This will not apply if the employee is called in for an emergency during the ten (10) hour period.

If emergency overtime is canceled before the employee arrives at work, he will receive two (2) hours pay at straight time at his classified rate.

**SECTION 5.** Employees changing shifts for their own convenience or the convenience of another employee covered by this contract will not create a situation where overtime must be paid resulting from

the shift trade. The changing of a shift must be approved by management. Each individual involved in the exchange will be responsible for the shift which they are accepting.

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

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

Employees changing shifts for purposes of Jury Duty will retain overtime rights on their normal shift.

**SECTION 6.** Employees working holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include:

- New Year's Day
- Martin Luther King's Birthday (January 15)
- Lincoln's Birthday
- Good Friday
- Easter Sunday (if worked)
- Memorial Day (day observed by the City)
- Juneteenth (19<sup>th</sup>) (if worked)
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- December 24
- Christmas Day

These days shall be observed on the days on which they fall. Employees shall be scheduled to work holidays at the discretion of the Employer.

**SECTION 7.** When overtime is required, the Union will be responsible for contacting the appropriate personnel. (Regular Operators shall not be taken off their shift to work on another shift, except in an emergency, and/or training. Refer to Training.)

**SECTION 8.** A minimum of four (4) hours pay at the straight time rate (2-2/3 hours at time and one half) shall be allowed all employees who report for duty for a prearranged overtime. A minimum of six (6) hours pay at the straight time rate (three (3) hours at double time) shall be allowed all employees when called to work for an emergency. Overtime work for which the employee has received more than ten (10) hours notice shall be classified as prearranged work.

**SECTION 9.** The bargaining unit agrees to furnish the Utility sufficient number of skilled workmen to carry out the required work without delay.

**SECTION 10.** Overtime of two (2) hours or less before or after employee's regular shift does not constitute a call out and he will be paid the appropriate rate for hours worked.

**SECTION 11.**

- a. Hot- Two (2) CRO's and three (3) Floor Operating positions will be assigned on each shift and will be filled when vacant. A boiler is considered to be hot when there is a minimum of 25 psig drum pressure on the unit.
- b. Cold- Two (2) CRO's and three (3) Floor Operating positions will be assigned on each shift and either of the individuals could be used for training purposes. Should one of the two CRO's be absent, the position would not be replaced; however, there will be a minimum of one (1) Floor Operators.
- c. Individuals not required to work their normal positions, this may include but is not limited to Jury Duty or extra personnel on shift, may be utilized to fill vacancies for which they are qualified as well as perform duties other than routine janitorial functions at the direction of the Superintendent or Supervisor in charge.
- d. Positions within this Article are not subject to standard bidding procedures. However, if duty disability or extended illness occurs, normal move up will occur and if extended openings occur, temporary bidding will take place according to Article IV, Section 1, paragraphs 4 and 5.

**SECTION 12.** The Senior Relief Floor Operator will work a set schedule as follows: Sunday 7am – 3pm, Monday 7am – 3pm, Tuesday off, Wednesday 3pm – 11pm, Thursday off, Friday 11 pm – 7am, Saturday 7am – 3pm. The base rate of pay will be the same as the Floor Operator.

All other Relief Operators/Apprentices will be pooled and be subject to schedule changes on a minimum of ten (10) hours' notice. The number of Relief Operators in the relief pool will be subject to the attached Relief Operator Pool Memorandum of Understanding for the duration of this Contract Term.

**ARTICLE IV – SENIORITY**

**SECTION 1.** The right to employ, discharge and promote employees in accordance with the provisions of this Agreement shall be vested in the Employer. After one (1) year of continuous employment, seniority shall be recognized and the senior employee among the employees covered by this Contract shall be given preference, ability and qualifications being sufficient. The line of promotion seniority shall be as follows in ascending order: Apprentice Floor Operator, Relief Floor Operator, Senior Relief Floor Operator, Floor Operator, and Control Room Operator. If a senior employee refuses a temporary or permanent job in the line of promotion he shall lose his seniority in the line of promotion to the employee who accepts the

temporary or permanent job, but he shall retain his seniority to bid the job at the next opening. The line of promotion seniority list shall be kept up-to-date by the acting Steward and the Department.

Every two years a test will be offered to establish an eligibility list for the position of Floor Operator 1. This test shall only be offered to the Floor Operator. A passing score of 85% will be required. Once a Floor Operator achieves a passing score, the Floor Operator shall remain on the list and shall not be required to re-test. Selection from the list will be made based upon Unit 4 plant seniority. The test will consist of a written portion and walk through. The test and procedure will fall under the jurisdiction of the Joint Training Committee pursuant to Article V compromised of three (3) Management representatives and three (3) Union representative. A majority of the committee must approve of the test before it is offered.

Time limit on bidding and awarding vacated and new positions, two (2) weeks to bid job and one (1) week to award job. It is also understood between the Employer and the Local Union that if the person awarded the position is qualified to work that position, but cannot be moved due to reasons beyond his control; he will at that time draw the higher rate of pay.

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

Vacancies, as determined by the Employer, of more than thirty (30) working days shall be bid on a temporary basis per the Agreement. At the end of the vacancy, said employees shall return to their original positions.

**SECTION 2.** Any employee of the Utility who shall be called or enlists in the Armed Services shall be reinstated to his former position, including all his seniority rights, as of the date of leaving the service of the Employer, provided he is then physically qualified to return to work. It is understood that in case of return of such men, other men will consent to such demotions or any other action necessary for the reemployment of such returned servicemen.

**SECTION 3.** Job seniority will prevail and be recognized only in each respective job classification thereby holding seniority in one job only. The exception would occur when a job is open for bid during lay-offs as follows:

In the event of layoffs, Apprentices shall be subject to layoffs first. Any additional layoffs shall be by inverse order of seniority within a classification. A CRO targeted for layoff may bump the least senior Floor Operator I while maintaining seniority per Article IV, Section 1, paragraph 1. The Floor Operator I may bump into a regular Floor Operator and will be placed at the top of the eligibility list. This list will be in effect for a period of two years from the effective date of the layoff when a new list will be developed per Article IV, Section 1, paragraph 2. A Floor Operator targeted for layoff or bumped may bump the least senior Relief Operator if Relief Operators are available to be bumped. Recall shall be by order of seniority for laid off employees to the classification for which they were laid off or to a lower classification for a period of three (3) years. Apprentices shall not be recalled until all other bargaining unit employees on recall have been recalled.

## **ARTICLE V – TRAINING COMMITTEE**

**SECTION 1.** A joint committee composed of three (3) members from the Union and three (3) members from the Employer shall be established. The Union shall appoint three (3) persons to sit on this committee and the Employer shall appoint three (3) members to sit on this committee. The committee shall establish training guidelines which employees will be required to follow. Additionally, this committee will be responsible for establishing work standards for each position and seeing that employees are properly trained to meet these work standards. Committee members will be paid at the straight time rate when serving on the training committee. In the event the Employer and Local 399 representatives on the joint committee cannot agree on the administration of the program, the matters in dispute shall be referred to the sponsoring parties for settlement through whatever means are available in the Labor Agreement.

Local 399 training committee members may be removed from their regular scheduled shift and placed in training related work status for up to thirty (30) working days or six (6) calendar weeks each year with the individual committee member's approval.

The Training Committee would be responsible for the administration of a training and certification program for all individuals in the various classifications. Employee will be required to recertify when a majority of the Training Committee requires that individual to recertify. If there is not a majority, the individual will not be required to recertify.

Bylaws for operations of the Training Committee and training standards will become Appendix A of this Agreement after adoption by the Management and Union negotiating teams.

### **SECTION 2. TRAINING**

- a. Training. The Employer shall have the ability to change an employee's shift and/or hours of work for the purpose of training. Individuals assigned to a different shift shall be given at least one (1) week notification prior to the beginning of the assigned shift. When returning to his regularly assigned shift, an individual will be given a minimum of forty-eight (48) hours notice prior to the beginning of his regular shift.
- b. Knowledge Enhancement Training. Employees may attend knowledge enhancement training offered by the City on their own time or during hours of work if scheduling allows. Shift trades pursuant to Article III, Section 5 may also be allowed for this purpose.

## **ARTICLE VI – WAGES**

**SECTION 1.** The wage schedules covered by this Agreement in Section 3 of this Article shall be in effect for the period of this Agreement and shall remain in effect from year to year unless terminated on any anniversary date by either party by giving not less than sixty (60) days written notice by registered mail.

**SECTION 2.** In giving sixty (60) days written notice, the Union shall also notify the Employer if their representative is duly authorized to conduct any negotiations on their behalf.

**SECTION 3.** Effective January 1, 2012 the additional \$0.75 shall be rolled into the Control Room Operator base hourly rate of pay for the NOx SCR system responsibilities. The additional \$0.25 shall be rolled into the Floor Operator base hourly rate of pay for the NOx SCR system responsibilities. The Control Room Operator, Floor Operator and Relief Operator will then receive a 3% across-the-board increase.

**SECTION 4.**

October 1, 2020 0% + 1% bonus based upon base wage

October 1, 2021 2% + \$0.50 + 2% bonus based upon base wage

October 1, 2022 2% + 1% bonus based upon base wage

October 1, 2023 2.25% + 1% bonus based upon base wage

October 1, 2024 2.25% + 1% bonus based upon base wage

Effective 10/1/2021, apprentice wages shall be increase by \$1.00 per Appendix A. Apprentices will not receive across-the-board rate increases.

Effective 10/1/2021 the “new hire” rate shall be increased by 3%., new members hired into the bargaining unit shall be paid at the negotiated “new hire” rate of pay reflected in Appendix A. No across-the-board increases shall apply to these rates of pay until a member is hired into the position, and then across-the-board increases shall apply for that individual thereafter. Existing employees under the “new hire” rate as of 10/1/2021 shall receive this increase in addition to the wage increase.

Rates of Pay shall be as reflected in Appendix A.

**SECTION 5.** An employee, other than an Apprentice, when working on any job other than the one to which he is regularly assigned, shall receive his regular rate or the rate for the job, whichever is higher.

**SECTION 6.** When it is necessary that an employee works in excess of ten (10) continuous hours, the employee shall receive an additional \$12.00.

**SECTION 7. HAZARDOUS DUTY PAY**

Anytime it is necessary for an employee to don a Level A Hazmat suit will result in that employee being paid at the double time rate for that day; with the exception of training.

**SECTION 8. LONGEVITY**

- a. Employees with 15 or more years of service at the generating facility, will receive an additional \$.50 per hour added to his/her hourly wage. Such bonus shall not be used when calculating across-the-board increases.

- b. Employees with 25 or more years of service at the generating facility, will receive an additional \$.50 per hour (for a total of \$1.00) added to his/her hourly wage. Such bonus shall not be used when calculating across-the-board increases.
- c. Employees who are in the bargaining unit as of December 1, 2009, shall have years of service with the City of Springfield considered for purposes of the above longevity provisions.

**ARTICLE VII – VACATION AND SICK BENEFITS**

**SECTION 1. VACATIONS**

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

	<u>Days/Year</u>	<u>Days/Month</u>
1 through 7 years	10 days	0.83
8 through 11 years	15 days	1.25
12 through 13 years	16 days	1.33
14 through 15 years	17 days	1.42
16 through 17 years	18 days	1.50
18 through 19 years	19 days	1.58
20 through 21 years	20 days	1.67
22 through 23 years	21 days	1.75
24 through 25 years	22 days	1.83
26 through 27 years	23 days	1.92
28 through 29 years	24 days	2.0
30 or more years	25 days	2.08

Vacations earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be from the initial employment date.

**SECTION 2.** Vacation time may be taken upon the completion of six months of service. Vacations can be taken in three (3) periods, with three (3) or more weeks of vacation coming during the year, but must be taken at a minimum of a week at a time. First Choice vacation time shall be established by March 1st for seniority within this Collective Bargaining Agreement to prevail. The Superintendent or Supervisor in charge shall notify employees of approval or denial of all first choice vacation requests by March 31 of each vacation year. All first choice vacation that are not in direct conflict with another crew members first choice vacation and will be approved by March 31, all other vacations shall be approved according to available staffing. First choice vacations for the Saturday and Sunday 7am – 3pm for the CRO and Floor Operator 1 and the first 3-11 shift for the CRO will be allowed per the contract language as long as a Personal Day or Bonus Leave is utilized for any day requiring overtime. This request must be documented on the benefit use form and must be available for use at the time of the vacation. Failure to

save the PD or BL for this use will result in the cancellation of the first choice vacation. Plant operation shall not be jeopardized by allowing too many to go on vacation at one time.

The Superintendent in charge may, at his discretion, allow an employee a different division of vacation time if, in his opinion, the employee's circumstances warrant it and will not disrupt operations. Approved vacation may be taken in 4 hour increments as long as it will not disrupt operations, require additional scheduling or require overtime to be paid.

Employees entitled to more than ten (10) days vacation time may elect to work the additional days at the straight time rate of pay plus his vacation pay. His decision to work must be indicated on his vacation slip by March 1st. The Superintendent, at his discretion, may approve pay in lieu of vacation if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

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

An employee leaving the service of the City shall be paid for accrued unused vacation time, provided the employee provides the Employer with at least two (2) weeks' notice of his/her intent to leave.

One-day vacation will be granted after the schedule is posted if known overtime is not created at the time of the request and a minimum of 24 hours' notice is provided. Employees cancelling time off requests already approved must provide a minimum of 48 hours' notice before the start of the shift.

**SECTION 3.** Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month including prior service up to a maximum of 260 days sick leave. Twelve days will be added to the maximum number of accumulated days for each year of the contract. Employees shall be compensated in cash at a ratio of five (5) days pay for each twelve (12) days accrued unused sick leave for a maximum of (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death. Employees hired on or after January 1, 2012 shall not be eligible for this payout.

It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his inability to work. If the employee is absent for one or more days, he shall sign a Benefit Use Request certifying to the nature of his illness. One copy of this report is placed on file by his Supervisor, one copy is referred to the Payroll Department, and a third copy is sent to the Steward of his Local Union.

If the employee shall be absent on sick leave for three (3) or more consecutive days, he shall furnish a doctor's certificate reflecting the reasons for his absence. When a person has used thirty (30) days sick leave time to which he is entitled under this Contract, all benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time.

Bargaining unit employees shall be provided the same group health and life insurance benefits as all other employees of the City of Springfield at the same premium rate. The insurance carrier has stated that

retirees can be carried under the existing group plans, if arranged prior to retirement. They will be responsible for paying their own premiums, but they can be covered under existing group plans.

Sick Time Disciplinary Procedure:

This disciplinary procedure will be based on number of instances and not number of days taken. 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. It is recognized that circumstances may warrant lesser or greater disciplinary action and this does not eliminate the Employer's ability to administer progressive disciplinary action where warranted.

- 5 instances - written warning
- 6 instances – 1 day suspension
- 7 instances - 5 day suspension
- 8 or more instances - greater than 5 days suspension or more severe disciplinary action as warranted.

Employees using sick time for purposes other than outlined in this contract shall be subject to progressive disciplinary action.

Sick leave may be used for non-work related illness, disability, or injury of the employee or employee's immediate family, appointments with a doctor, dentist, or other professional medical practitioner, or quarantine.

If the average number of sick days taken by employees within their respective areas (Unit 4 Operations) is 3.5 days or less during any contract year beginning October 1 through September 30, employees within that area using 3.5 sick days or less will receive a \$250 bonus at the end of the corresponding contract year. Illnesses of twenty (20) days or more shall be considered as one (1) day for the purpose of calculating averages.

**SECTION 4.** Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted two (2) bonus days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued sixty (60) days sick leave at any time prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted three (3) bonus days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued ninety (90) days sick leave at any time prior to a contract year and do not use more than one day sick leave or are not absent without pay during the current contract year shall be granted five (5) bonus days leave with pay between October 1st and September 30th of the succeeding contract year. Bonus days can be taken from October 1st to September 30th, and can be taken a day at a time with less than 24 hours' notice. Effective July 1, 2012 sick days covered under FMLA will be considered when determining eligibility for bonus days.

After accumulating 32 days of sick leave, employees upon written request may exchange sick days for vacation days at a rate of two sick days for one vacation day. Each vacation day so earned must be used

as a vacation day within the calendar year of the exchange or be forfeited. The number of sick days exchanged per calendar year shall not exceed 10 days and at no time shall the number of days of accumulated sick leave be so reduced to less than 30 days. No payment shall be made for vacation days acquired hereunder if not used within the calendar year.

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

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

#### **SECTION 5. DUTY DISABILITY**

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. It is understood these acts cannot be amended by the Springfield City Council. Effective upon ratification of this 2015 contract, any employee who is absent 30 calendar days or more on duty disability shall not accrue benefit time, except as awarded by the Illinois Workers' Compensation Act, award, or settlement.

#### **SECTION 6. FUNERAL DAYS**

Employees shall be granted a maximum of three (3) working days leave of absence at the regular rate of pay if a death occurs to one of the following: father, mother, brother, sister, spouse, child, grandparents, spouse's mother, father, brother, sister, grandchildren or other relatives that are members of the employee's household at the time of death. Additionally, employees will be entitled to Funeral Leave for the employee if they are Legal Guardian of a person who is a member of the employee's household at the time of death. Employees shall be granted one (1) day at regular rate of pay if a death occurs to his brother-in-law or sister-in-law.

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

#### **SECTION 7. COMPENSATORY TIME**

An employee may be granted compensatory time in lieu of overtime pay for overtime worked including holidays worked at the rate of time off equal to the applicable overtime rate up to a maximum of 120

hours per contract year that may be replenished throughout the contract year, but may not exceed the maximum allowable under the Fair Labor Standards Act in any given contract year. This compensatory time must be taken in increments of eight (8) hours. Individual supervisors will have the discretion of allowing different divisions of compensatory time. Compensatory time requests received prior to the schedule being posted will be granted or denied at the time of posting the schedule. The supervisor in charge must approve or deny all compensatory time taken after the schedule is posted at the time of request. This approval will not be unreasonably withheld. At the end of each contract year, all compensatory time remaining will be liquidated at the rate of one (1) hours pay for each one (1) hour of compensatory time accumulated. The employee may also provide notice by March 1 to have unused compensatory bank liquidated on March 30<sup>th</sup>.

**SECTION 8. PERSONAL DAYS**

Employees shall be granted three (3) personal days per year that may be taken at the employee's discretion. New employees must be on the payroll at least ninety (90) days before being eligible for one (1) personal day; one hundred eighty (180) days for two (2) personal days; and two hundred seventy (270) days for three (3) personal days. Employees may use personal days with less than twenty-four hours notice.

Only two (2) employees per plant per shift can be off on a personal day for any one day. However, the Superintendent in charge, at his discretion, can allow more than two (2) employees off if, in his opinion, it will not disrupt operations or require overtime to be paid. Personal days will be scheduled in order requested. The Superintendent in charge, at his discretion, may also allow personal days to be taken in four (4) hour increments as long as it will not disrupt operations, require additional scheduling or require overtime to be paid. 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 this time off. Such personal days shall be used between October 1st and January 1st and may not be rescheduled after the beginning of the new contract year.

**SECTION 9. SAFETY INCENTIVE**

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

<u>Years</u>	<u>Incentive</u>
1-4	\$250
5	\$750
6-9	\$350
10	\$1350
11-14	\$450
15	\$1950
16-19	\$550

20	\$2550
21-24	\$650
25	\$3150
26-29	\$750
30	\$3900

Years refer to the number years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a lost time accident or OSHA recordable injury will receive 50% of the incentives. Employees who were covered under a different collective bargaining agreement with a Safety Incentive program will have years counted if consecutive with years under this Agreement.

### ARTICLE VIII – DUTIES OF UNIT 4 OPERATORS

#### **SECTION 1. UNIT 4 FLOOR OPERATOR/SENIOR RELIEF OPERATOR**

Class Description:

Receives direction from Unit 4 Control Room Operator and assist those individuals to maintain safe, efficient, and reliable operational control of the generating unit.

Sample Duties:

1. Receive orders from Supervisor of Generation, Control Room Operator, or designated supervisor and carry out those directives.
2. Perform hourly inspections on all equipment as assigned for Unit 4 generating unit. Assigned equipment would include turbine, boiler, environmental (FGDS, SCR, baghouse, precipitators), pumps, circulators and cooling tower, lube and seal oil, mills, feeders, slag tanks, and ash handling , but not limited to this list. Maintain proper lubrication of all assigned equipment.
3. Maintain Operational records and logs, including hourly readings.
4. Report any upsets or unfavorable conditions, in writing to the Unit 4 Control Room Operator.
5. Operate (start and/or stop) assigned equipment, as required by the Unit 4 Control Room Operator.
6. Maintain all assigned equipment in safe and clean condition.
7. Operate all electrical breakers as assigned.
8. Perform preventative maintenance duties on all assigned equipment.

9. Perform all operational duties for the Unit 4 demineralizer as required, including addition of cycle water chemicals.
10. Perform all operational duties associated with the cooling towers and ammonia delivery systems. This includes addition of treatment chemicals for the cooling towers.
11. Perform basic chemistry testing (pH, density, conductivity, etc.) on system processes as required.
12. Assist in properly training generating facility personnel as required.
13. Perform other duties as required or assigned by supervisors.

**SECTION 2. TITLE: UNIT 4 CONTROL ROOM OPERATOR**

Class Description:

Responsible for operation of the Unit 4 generating station and operational personnel on his shift, under direct supervision of the Supervisor of Generation (SOG).

Sample Duties:

1. Supervise operation of Unit 4 turbines, boiler, environmental equipment (FGDS, SCR, baghouse, precipitators), waste water conveyance, ash handling and all auxiliary equipment including cooling towers and make-up demineralizer. Perform all duties required for reliable and efficient operation of this equipment, while following operational procedures and safety directives.
2. Maintain operational records and logs, including hourly readings.
3. Receive orders from Supervisor of Generation or designee and assume responsibility to execute those orders with operational personnel.
4. Perform periodic inspections of assigned equipment as required. Report all upset or critical conditions to the SOG or designee, in writing. This includes observations brought to you by other operational personnel on your shift.
5. Direct other operational personnel on his shift.
6. Assist in properly training operational personnel assigned to his shift, as well as other generating facility personnel as required for efficient operation of the generating unit.
7. Direct hoisting of coal and limestone to Unit 4 plant.
8. Direct gypsum dewatering and conveying of gypsum by-product to holding area.
9. Perform other duties as required or assigned by the supervisor.

**SECTION 3. TITLE: RELIEF OPERATOR/APPRENTICES**

Sample Duties:

1. Receive orders from Supervisor of Generation, Control Room Operator or designated supervisor and carry out those directives.
2. Perform hourly inspections on all equipment as assigned for Unit generating unit. Assigned equipment would include turbine, boiler environmental (FGDS, SCR, baghouse, precipitators), pumps, circulators and cooling tower, lube and seal oil, mills, feeders, slag tanks, and ash handling, but not limited to this list. Maintain proper lubrication of all assigned equipment.
3. Maintain operational records and logs, including hourly readings.
4. Report any upsets or unfavorable conditions in writing to the Unit 4 Control Room Operator.
5. Operate (start and/or stop) assigned equipment, as requested by the Unit 4 Control Room Operator.
6. Maintain all assigned equipment in safe and clean condition.
7. Operate all electrical breakers as assigned.
8. Perform all operational duties for the Unit 4 demineralizer as required, including addition of cycle water chemicals.
9. Perform all operational duties associated with the cooling towers and ammonia delivery systems. This includes addition of treatment chemicals for the cooling towers.
10. Perform basic chemistry testing (pH, density, conductivity, etc.) on system processes as required.
11. Assist in properly training generating facility personnel as required.
12. Perform other duties as required or assigned by supervisors.
13. When relieving other operators in their absence, the relief operator/apprentice will assume the duties of the position he is relieving.
14. When not relieving other contract position, the relief operator/apprentice will report to the designated supervisor for assignment.

## ARTICLE IX – GRIEVANCES

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

**SECTION 2.** A grievance for purpose of this Agreement shall be defined to mean a complaint raised by an employee covered by this Agreement or by the Local Union as to the meaning, interpretation or application of this Agreement.

**SECTION 3.** The following steps shall be followed in processing a grievance under this procedure:

Step 1. The steward and employees on a job in case of a grievance shall take the matter up orally with the immediate Supervisor and the department in which the person is employed within fifteen (15) working days of the event giving rise to the grievance.

Step 2. If the grievance is not resolved satisfactorily within five (5) working days after timely presentation in Step 1, the grievance shall be submitted in writing to the Superintendent of the work area by the Local Union Business Manager or designees.

Step 3. If the grievance is not resolved satisfactorily within five (5) working days after timely presentation in Step 2, the grievance shall be submitted in writing to the Plant Manager by the Local Union Business Manager or designees.

Step 4. If the grievance is not resolved satisfactorily within five (5) working days after timely submission to Step 3, the Local Union shall submit the grievance in writing to the Manager of Labor Relations.

Step 5. If the grievance is not resolved to the satisfaction of the Local Union at Step 4 within twenty (20) working days after timely submission, then either party may submit the matter to arbitration according to the procedure set forth in Article X. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the Manager of Labor Relations or within twenty (20) working days after such decision was due.

**SECTION 4.**

- a. A grievance, which is not processed within the requisite time limits, shall be deemed to be accepted according to the last decision given.
- b. Grievances may be withdrawn at any step of the procedure without prejudice.
- c. The time limits at any step may be extended by written approval of the Employer and the Union.

## **SECTION 5. ELECTION OF REMEDIES**

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

## **ARTICLE X – ARBITRATION**

**SECTION 1.** If the representative of the Employer and of the Union is unable to reach an agreement on any disputed matter, then such disputed matter shall be referred to arbitration.

**SECTION 2.** 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 & Conciliation Service (FMCS) to supply a list of seven arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested 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.

**SECTION 3.** The cost of arbitration shall be divided equally between the parties. The cost of arbitration includes: fees of the arbitrator, transcripts, meeting rooms and any other miscellaneous expenses agreed to by the parties. Each party shall bear the cost of their own representatives and witnesses.

**SECTION 4.** Retroactive pay shall not in any case go back prior to the date of the incident giving rise to the grievance.

## **ARTICLE XI – PARTIAL INVALIDITY**

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

## **ARTICLE XII – MANAGEMENT RIGHTS**

**SECTION 1.** Subject to the provisions of this Agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to determine its policies, its over-all budget, the manner of exercise of its functions, and the direction of its work force and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement. The Employer retains the right to discipline with just cause.

## **ARTICLE XIII – DUES CHECK OFF**

**SECTION 1.** Employees covered by this contract who express a desire for coverage under the check-off system will have their monthly dues and initiation fees deducted by the Employer and forwarded to the Treasurer of Local Union No. 399, pursuant to the employee's wishes. Voluntarily executed dues check-off authorizations may be revoked between September 20 and September 30 of the each year of this Agreement.

**SECTION 2.** The Employer shall continue to deduct Union dues and other related deductions authorized by the Union and transmit the same to the Local in the same manner as has been the practice of the parties. The Union shall indemnify and hold harmless the Employer from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section. If improper deduction is made, the Union shall refund any such amount directly to the involved employee, with notification to the Employer.

## **ARTICLE XIV –NON-DISCRIMINATION**

### **SECTION 1. PROHIBITION AGAINST DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental handicap. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. The Employer and the Union will make a concerted effort to comply with all requirements of the Americans with Disabilities Act, effective July, 1992. 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 the employees covered by this Agreement to become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

**SECTION 3. EQUAL EMPLOYMENT/AFFIRMATIVE ACTION**

The parties recognize and agree to cooperate in fulfilling the Employer's obligation under applicable State and Federal Equal Employment and Affirmative Action Acts, laws and regulations.

**ARTICLE XV – MISCELLANEOUS PROVISIONS**

**SECTION 1.** Members of Local No. 399 shall not participate in any work stoppage or strikes during the duration of the agreement.

**SECTION 2.** The Union will be notified of new hires, promotions and terminations within 5 working days following the date of such event.

**SECTION 3. UNIFORMS**

The Employer will furnish uniforms to all employees. All employees with the exception of Control Room Operators will be furnished one pair of coveralls.

**SECTION 4. SAFETY MEETINGS**

Employees will abide by all safety rules and attend safety meetings scheduled either during or immediately preceding or following the employee's regular shift. Employees will receive one (1) hour at the appropriate rate for meetings outside the employee's regular shift.

**SECTION 5. DRUG TESTING**

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

Discipline:

Upon the return of a positive drug or alcohol test, the following will result:

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

1. First Offense – The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
2. Second Offense – The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract.
3. Third Offense – The employee will be terminated.

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

1. First Offense – The employee will be subject to a minimum 15 day suspension without pay and must agree to sign a Return-to-Duty Contract, if applicable.
2. Second Offense – Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.\*

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

If a drug test result is positive:

1. First Offense – The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
  - a. Any employee who does not test positive for drugs and/or alcohol within five (5) years of his or her previous test will be treated as if the first positive test did not occur.
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.

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.

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.

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.

**SECTION 6: RESIDENCY**

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

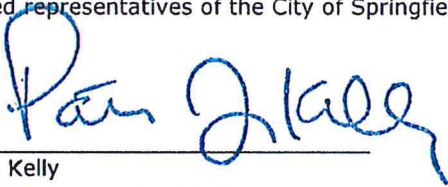
and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply.

**SECTION 7: DIRECT DEPOSIT**

Employees paychecks shall be issued by direct deposit to an institution of the employee's choosing.

**ARTICLE XVI – CONCLUSION**

The foregoing is a true and accurate Agreement of the verbal understandings reached between the authorized representatives of the City of Springfield, Office of Public Utilities and Local No. 399.



Patrick J. Kelly  
Business Manager & President  
IUOE Local No. 399



Mayor James O. Langfelder  
City of Springfield

3-22-2022  
Date

03-31-22  
Date



Vincent T. Winters  
Recording Secretary  
IUOE Local No. 399

3-22-2022  
Date

### **LABOR-MANAGEMENT MEETINGS**

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

## ADDENDUM – CALL IN PROCEDURES

For the purpose of the call out process, the positions are broken down by schedule lines; CRO1, CRO2, Floor 1, Floor 2, Floor 3, Floor 4. First call for overtime will be made as soon as the operator on shift is notified of the overtime. The first called employee shall have one (1) hour from the start of the overtime shift to respond. Should the employee refuse and another employee is offered the overtime, the type of overtime (pre-arranged or emergency) is still based upon the time the operator on shift was first notified by management.

### Unit 4 CRO1 and CRO2

1. Call employees off classified in that Line position by seniority.
2. Call remainder of classified CROs off by seniority.
3. Split the shift with the other CRO working that line position before and after the shift being filled, as long as it would not place two (2) Floor 1 Operators working the CRO job together. If one side of the split says NO, if the other side wants the entire shift, they can have all 8 without proceeding to the next step.
4. If it would not put the two (2) F1's working together, call all F1's off by seniority.
5. If it would not put two (2) F1's working together, split the shift with F1's before and after shift being filled.

### Unit 4 Floor Operators

1. Call employees off classified in that position by seniority.
2. Call remainder of Floor Operators off by seniority.
3. Split the shift between employees working the position that day, if 1 side of the split says NO, if the other side wants the entire shift, they can have all 8 without proceeding to the next step.
4. Call the remaining employees by seniority before and after the shift being filled, until position is filled.
5. Call remainder F1's by seniority if stepped up working as CRO before and after the shift being filled, if available, until the position is filled.
6. Call remainder of Relief Floor Operators off by seniority.
7. Call qualified Apprentices off by seniority.

Management will have the responsibility for determining when overtime is required.

If an employee is unable to reach the Supervisor of Generation they will be allowed to directly notify the Unit 4 Control Room. If a Supervisor cannot be reached a phone message must be left detailing the absence.

**APPENDIX A – RATES OF PAY**

<b>Op Eng 399 Unit 4 Title</b>	<b>10/1/2020 0%</b>	<b>10/1/2021 2.0%</b>	<b>10/1/2021 2.0%</b>	<b>10/1/2023 2.25%</b>	<b>10/1/2024 2.25%</b>
Unit 4 Control Room Operator	\$54.7900	\$56.3858	\$57.5135	\$58.8076	\$60.1307
Unit 4 Floor Operator	\$47.4100	\$48.8582	\$49.8354	\$50.9567	\$52.1032
Relief Operator	\$44.5800	\$45.9716	\$46.8910	\$47.9461	\$49.0249
Year 1 Apprentice	\$23.0000	\$24.0000	\$24.0000	\$24.0000	\$24.0000
Year 2 Apprentice	\$24.0000	\$25.0000	\$25.0000	\$25.0000	\$25.0000
Year 3 Apprentice	\$25.0000	\$26.0000	\$26.0000	\$26.0000	\$26.0000
Year 4 Apprentice	\$26.0000	\$27.0000	\$27.0000	\$27.0000	\$27.0000

**\*New Rates for employees hired into bargaining unit after 10/1/2015**

**\*New hire rates are frozen until a new hire enters the title, then applicable annual raises apply for the individual**

Unit 4 Control Room Operator	\$45.03	\$46.38
Unit 4 Floor Operator	\$38.27	\$39.42
Relief Operator	\$35.69	\$36.76

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS  
OFFICE OF PUBLIC UTILITIES

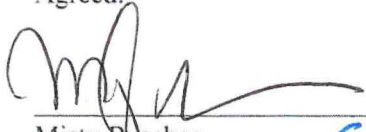
And

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL NUMBER 399 (UNIT 4)

This Memorandum of Understanding ("MOU") is entered into by the Employer, **the City of Springfield** ("Employer"), and **Local Union No. 399, International Union of Operating Engineers** ("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.

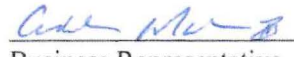
Agreed:



Misty Buscher  
Mayor, City of Springfield

1/28/26

Date



Business Representative  
IUOE Local 399

1/28/26

Date