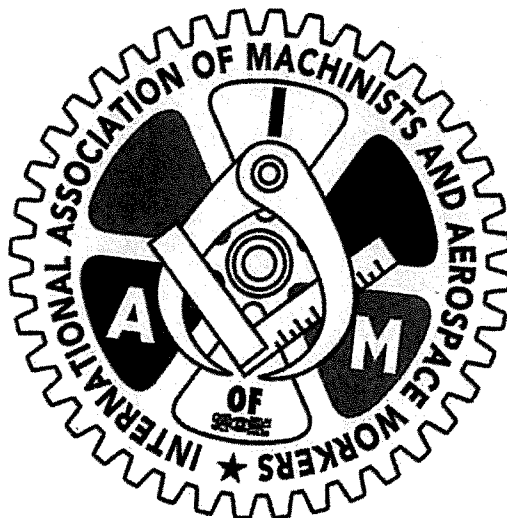


LABOR AGREEMENT  
BETWEEN  
THE CITY OF SPRINGFIELD  
OFFICE OF PUBLIC UTILITIES  
AND  
DISTRICT 9  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKERS AFL-CIO

October 1, 2024 through September 30, 2028



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## **LABOR AGREEMENT**

This is a Labor Agreement reached between the authorized representatives of the CITY OF SPRINGFIELD, ILLINOIS, OFFICE OF PUBLIC UTILITIES, DIVISION OF CITY WATER, LIGHT & POWER and DISTRICT NO. 9 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, representing employees who work at the Generating Stations of the Office of Public Utilities. For convenience, the parties may be referred to hereinafter as "City Water, Light & Power" (CWLP) or "Employer", and the "Local" or "the Union", respectively.

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

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

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

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

### **ARTICLE II - MANAGEMENT RIGHTS**

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

### **ARTICLE III - RECOGNITION**

**SECTION 1.** Only members of the Power Plant Machinist Crew shall perform work under their jurisdiction with the following exceptions: During turbine overhauls, Apprentice Firemen and other operating personnel may be assigned to assist the crew, but shall not exceed one (1) person for every journeyman or acting journeyman on the crew. These apprentice firemen and operating personnel may be used to assist the crew as per current practice.

Bargaining unit employees will not be required to perform asbestos removal within a full enclosure or enclosed area. They will be required to perform asbestos removal or asbestos encapsulation associated with their other work where the glove-bagging method is used.

## ARTICLE IV - HOURS OF LABOR

**SECTION 1.** Eight (8) hours shall constitute the regular work day reckoned between 7:00 a.m. and 3:30 p.m., Monday through Friday, inclusive, with one-half (1/2) hour intermission for lunch each day between 12:00 noon and 12:30 p.m. Fifteen (15) minute break periods in the morning and afternoon will be allowed with the time of the break at the discretion of the supervisor. These breaks are to be taken in an approved break area in the plant in which the employees are working. Work for the day will terminate at the plant which the employees are regularly assigned and lockers and showers will be provided for their use. Employees working in excess of 10 hours per day will have breaks at the following times:

10 hr - 1 break at 3:00 for 20 minutes  
12 hr - breaks at 2:00 and 5:00  
16 hr - breaks at 2:00, 5:00 and 8:00

**SECTION 2.** When an emergency occurs and no Machinists are on duty, the Employer shall notify the crew leader to make the call-in. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable. Consideration will be given to supervisory request for specific individuals who have experience on a given piece of equipment, except when employees are working on a job that continues after their shift. Machinists shall not be called for overtime (unless previously notified) when they are off for any reason (vacation, personal day, sick day, funeral, etc.), except under extreme emergency conditions.

**SECTION 3.** The Stores Attendant shall be called in during overtime work when it is necessary to furnish the proper tools and/or parts necessary for the work in progress. The Employer shall notify the Stores Attendant Leader to make the call-in. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable, except when employees are working on a job that continues after their shift. Stores Attendants shall not be called for overtime (unless previously notified) when they are off for any reason (vacation, personal day, sick day, funeral, etc.), except under extreme emergency conditions.

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

Effective October 1, 2005, with the exception of Apprentices, an employee may be granted compensatory time off in lieu of overtime pay up to a maximum of 88 hours per contract year. Effective October 1, 2015, with the exception of Apprentices, an employee may be granted compensatory time off in lieu of overtime pay up to a maximum of 160 hours per contract year. Such compensatory time shall be earned, at the discretion of the employee, at the applicable rate. Compensatory hours not used shall be liquidated in cash on September 30 of

each year at the rate of one (1) hours pay for each one (1) hour compensatory time accumulated. Employees may provide notice by March 1<sup>st</sup> to have unused compensatory bank liquidated on March 30th.

Compensatory time shall be taken in four hour increments at the beginning of the workday or the beginning of the second half of the work day, subject to the approval of the supervisor. The use of compensatory time of 8 hours or less will only be subject to approval on the day that such time has been requested to be used.

After an employee works sixteen (16) consecutive hours, with intermission for meals, they shall not normally be required to return to work until they have had at least an eight (8) hour rest period. If such employees' normal shift starting time is prior to the end of such eight (8) hour period, they may continue to rest and start their work at the end of the rest period, unless called to start according to the regular schedule by the Employer.

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

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

An employee who has been called in and is required to work to within eight (8) hours of his regularly scheduled shift may request eight (8) hours of unpaid rest time, any portion of which may fall within his regularly scheduled work shift which next follows said call in. An employee who has been scheduled to work eight (8) or more hours of overtime within eight (8) hours of the end of his regularly scheduled shift may request time off without pay from their regularly scheduled shift to allow them eight (8) hours of rest before returning for the overtime work. The employee's immediate supervisor shall in his discretion grant or deny said request, taking into consideration the time called to work, the number of hours worked and the amount of time available for rest. However, requests will not be unreasonably denied. The use of this unpaid rest time will have no affect on an employee's benefit accrual, but shall result only in the loss of the regular hourly wage for that time not worked.

**SECTION 5.** All emergency overtime work shall be paid at the double time rate. Emergency overtime work shall be defined as any overtime work employees are asked to perform without having had at least six (6) hours advance notice of such work, except for work during an employee's regular lunch period.

Employees required to work during their normal scheduled lunch period shall be paid at the time and one- half rate during their regular lunch period and will be granted twenty (20) minute paid intermission to eat their lunch as soon after their regular lunch period as work allows. All overtime work in which the employee has received more than six (6) hours advance notice shall be classified as prearranged work, and shall be paid at the time and one-half rate unless

it is the employee's Sunday.

An employee who has worked more than ten (10) prearranged overtime hours during any one (1) 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 Employer calls an employee and cancels prearranged work during the six (6) hours immediately preceding the time scheduled for such work to commence, two (2) hours of straight time pay shall be paid the employee. This will not apply if the employee is called in for an emergency during this ten (10) hour period.

**SECTION 6.** A minimum of four (4) hours pay at the straight time rate (2-2/3 hours at time and one-half) shall be allowed all employees who report for duty for prearranged overtime on any day except the employee's Sunday. A minimum of six (6) hours pay at the straight time rate (three (3) hours at double time) shall be allowed all employees when called to work for an emergency or on the employee's Sunday. Should an emergency occur when an employee is on the job working on prearranged overtime or has been called in on emergency overtime, the employee will perform any work needed to correct the emergency, along with the original work the employee was scheduled or called in to do at the time and one-half or double time rate. This additional work will not constitute a second call out, but when an employee commences work on the second emergency, he shall be deemed to be working in his fourth (4th) hour. Overtime work for which the employee has received more than six (6) hours notice shall be classified as prearranged work.

Employees who have been prearranged to work two (2) hours or more prior to their regularly scheduled shift and work up to their regularly scheduled shift shall be provided a breakfast meal and allowed an hour in which to consume the breakfast meal prior to their first break period in their regularly scheduled work day.

**SECTION 7.** The Employer and the Union agree that the following policy will prevail with regard to climbing the smoke stacks at the V.Y. Dallman and/or Lakeside Power Plants: City Water, Light & Power shall provide safety belts that are specifically designed for this type work. The employees who climb the stack will be required to use these belts. Only employees who volunteer to climb the smoke stack will be assigned duties that will require such climbing. If no volunteers are available, the Employer may contract this work. The Employer will pay double time to the person or persons who climb the stack for the time in which they are actually in the air. The double time rate of pay shall not apply to work performed on the bypass damper, duct work and associated equipment on Unit 33.

The Employer will provide the proper safety equipment including breathing apparatus for employees working on the crusher house or with asbestos or asbestos fibers.

Additional precautions will be taken to assure that the crusher house has been made safe prior to work being performed. In the event of a dispute concerning the safety conditions in the crusher house, the Supervisor of Safety shall be called to make a determination as to the work site condition. Determination of the Supervisor of Safety shall require the employees to

perform the work or delay the work until the conditions have been made safe to the satisfaction of the Supervisor of Safety.

**SECTION 8. Temporary Shift Work.** This section encompasses all the provisions and conditions relating to the temporary shift work program of the employer. Items addressed in this section and found in other provisions of the Agreement shall be controlled by this section in regards to temporary shift employees.

During emergencies and scheduled outages, temporary work shifts may be established. These temporary shifts established shall be base eight (8) hour shifts. These shifts will not be established for a period of less than five (5) consecutive working days in duration and no individual will be required to work a temporary shift for more than twelve (12) weeks per contract year. Employees shall be given a minimum of twenty-four (24) hours notice in the case of emergencies and a minimum of five (5) working days notice in the case of turbine overhauls and scheduled outages. If the work for which the temporary shift was established is completed in less than the required five (5) day period, by mutual agreement of both parties, the temporary shift may be ended.

In the case of immediate implementation of the emergency temporary shift, the employee(s) can be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the twenty-four (24) hour period has lapsed. The employee would not receive his/her regular shift pay for any other days except for the initial implementation day where they had previously reported to work.

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

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

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

**SECTION 9.** Employees who become members of the bargaining unit on or after October 1, 1983, shall be subject to assignment to a permanent second shift at some point in the future at the City's discretion. Assignment to a permanent second shift, if initiated, will be done by seeking volunteers from the journeyman and apprentice classifications with crew seniority prevailing in selection. If insufficient volunteers are available, the employer will assign from personnel within the classification needed in inverse crew seniority order.

## ARTICLE V - 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, crew seniority shall be recognized for promotion within the crew, ability and qualifications being sufficient. Continuous service shall be based upon the employees last date of hire into the bargaining unit. The Employer agrees to furnish a list of employees and seniority rights upon request.

**SECTION 2a.** The employer will furnish seven (7) uniforms and five (5) coveralls (or eleven (11) uniforms at the individual employee's option) to all employees. At the expiration of the lease-maintenance agreement, the employees shall designate their choice (i.e. 7 and 5 or 11). Employees shall wear the uniforms issued. Should the employer choose an alternate supplier for uniforms, the number and option on uniforms and coveralls shall not be reduced.

The employer will furnish gloves and Arctic Brand style or standard style insulated coveralls or coat and bibs for outside work on an as-needed basis. Employees will be expected to take due care in the use of these items. These items will be replaced on an as-needed basis only upon return of the damaged or worn-out items and only if CWLP agrees upon the need for replacement.

**SECTION 2b.** The Employer shall furnish all employees covered by this Agreement with safety shoes, safety glasses and other safety clothing and equipment required for the protection of employees. Employees shall take due care in the use of safety equipment and shall wear the same in accordance with applicable rules and regulations. Safety equipment will be replaced on an as-needed basis.

Safety shoes and safety glasses shall be replaced only upon return of the damaged or worn out items and only if the Employer agrees on the need for replacement. Employees shall be provided safety boots on an as-needed basis. When safety shoes are replaced the employee will be allowed to keep the worn out pair of safety shoes once they have been properly marked by the Employer.

The Employer will take all reasonable steps for the safety of all employees. Employees shall abide by all reasonable safety rules and regulations as may be set forth in CWLP's safety policy. Failure to do so, except as authorized by law (§1620, Ch. 48, Ill. Reg. Stat.) shall constitute cause for progressive and corrective discipline, but shall not limit the liability of the Employer as established by law concerning compensation for work related injuries. The foregoing creates rights in the Union and does not create private rights to civil causes of action.

**SECTION 3.** Not later than five (5) working days after a vacancy occurs in either the Machinist Crew or the Storeroom Crew, the opening shall be posted for five (5) normal working days by the Employer and all qualified employees governed by the Agreement shall be permitted to bid on same. Within five (5) normal working days after bids have been submitted, the name of the successful bidder shall be posted on the bulletin board and that

person shall be notified in writing. If there is a transfer between crews, thirty (30) working days shall be considered a break-in period with reservation that anytime during, up to and including the thirtieth (30) day, the employee has the right to return to his former capacity. If it is a promotion within one crew, there shall be a sixty (60) working day probationary period during which time the employee may return to his former position or the Employer may return the employee to his former position with just cause.

After thirty (30) days the employee shall forfeit his seniority for promotion with his former crew and will build up seniority in the new crew, starting from the first day with the new crew. The senior employee will be given preference, if that employee's qualifications are sufficient.

**SECTION 4.** Any employee placed by the Employer in a position covered by the City Personnel Code and Civil Service Commission but not covered under this Agreement shall have their seniority frozen at the date of appointment.

Employees returning from a Management position shall be paid at the current rate of their last held classification under this agreement and shall be assigned such duties as are mutually acceptable to both parties of this Agreement.

#### **ARTICLE VI - WAGES**

**SECTION 1.** The wage schedule covered by this Agreement 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 certified mail.

**SECTION 2.** Rates of pay for the shift from 7:00 a.m. to 3:30 p.m. shall be as outlined on Appendix A. Employees pay checks shall be issued via direct deposit to an institution of the employee's choosing.

A wage increase for all classifications as follows:

October 1, 2024	2.25%
October 1, 2025	2.25%
October 1, 2026	2.25%
October 1, 2027	2.25%

\*Each year stores employees and Tier II employees, shall receive the following: \$0.25 for stores employees (non-compounding) and additional \$1.00 for Tier II Machinist classification employees (non-compounding).

**SECTION 3.** Employees required to work after their regular quitting time or are called back to work within two (2) hours of their regular quitting time shall be furnished a meal at the Employer's expense if they are required to work up to 4:30 p.m. Unless there is an emergency which endangers human health, this meal shall be furnished no later than 9:00 p.m. This does not preclude employees from working past 9:00 p.m. to finish a job if the employees are

willing to do so but in no case shall they work past 10:00 p.m. before the meal is provided. Additional meals shall be provided for such employees by the Employer at intervals of not more than six (6) hours thereafter while they continue to work.

Employees working pre-arranged overtime outside their normal work week or emergency overtime shall be furnished a meal at intervals of not greater than six (6) hours, commencing with the time they report for work.

If an employee is due a meal at the Employer's expense at the time he is released from work and is not being required to return to work after said meal period, the employee will be paid the allotted meal allowance and allowed an hour in which to consume a meal prior to his return home. Employees prearranged with more than ten (10) hours notice for two (2) hours overtime immediately following the employee's regular or temporary shift, for a minimum of five (5) consecutive working days, (which may include Saturdays), will be paid the allotted meal allowance but will not be allowed an hour in which to consume a meal prior to his return home. "Consecutive working days" in this paragraph shall not be deemed to be interrupted by weekends and approved leaves.

**SECTION 4.** A nontaxable allowance of \$18.00 per meal will be granted for all meals earned. A maximum of one hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employees are working.

Employees who are called to work one hour or less prior to the regular starting time shall be paid the double time rate for work until their regular starting time. If called more than one (1) hour prior to their regular starting time, they shall receive the rate of a regular call. If required to work up until their regular starting time or if released from work within one (1) hour of their regular starting time, they shall be furnished a meal.

**SECTION 5a.** The parties have agreed to a standard list of tools for the Machinist classifications to perform their work. Such lists are attached hereto and made a part hereof as Appendix B. Employees within these classifications shall be responsible for providing all tools on these lists. Apprentices to these classifications must provide these tools by the end of their first year of apprenticeship. The Employer will provide each employee with tool boxes the Employer will reimburse each employee up to \$450.00 each contract year for the purpose of maintaining or replacing of the tools listed in Appendix B. The employer shall provide the money upfront for tools to be purchased each contract year. Effective October 1, 2015, the employer will provide apprentices with a payment of \$600.00 each contract year for the purpose of maintenance of replacement of tools. Effective October 1, 2015, employees who retire with ten (10) or more years of employment with the City shall be able to keep their City issued tool box at retirement.

**SECTION 5b.** Employees who desire to bring their own supplemental or specialty tools to the work place shall bear the sole responsibility for these tools in the event they are lost, stolen or broken, unless the supervisor in charge approves the specific tools as being needed for the

work and the Employer's Tool Committee verifies this supervisory approval. Once a tool has been approved as needed, it will be added to the employee's personal inventory list and it becomes the employee's responsibility to assure that this tool is available for work when needed.

**SECTION 5c.** Employees shall have the responsibility to take due care of their tools and to assure that all tools on the basic tool lists are available for work at all times. The Employer and each individual Machinist will inventory each employee's tool box on an annual basis. At this inventory the employee will be responsible for having all tools on the basic tool list as well as any supplemental tools which have been approved by the Tool Committee. If not present at the time of this inventory, the employee will have one (1) week in which to replace that tool or to show verification that the tool has been ordered. If the missing tool is on the supplemental tool list, the employee will have one (1) week to replace the tool or will be allowed to remove that supplemental tool from the individual's tool inventory.

**SECTION 5d.** The Employer will provide fire and theft insurance for Machinists tools with a \$225.00 deductible per incident. Tools covered by this insurance will be tools on the basic tool list plus any supplemental tools on the individual's personal tool inventory.

**SECTION 5e.** Employees will be required to notify their supervisor in writing when any basic or approved supplemental tools are taken off the property for the employee's personal use and again when they are returned to the property.

**SECTION 5f.** The lists of standard tools in Appendix B of this Agreement may be updated from time to time by mutual agreement between the Union and the Employer. If a new tool is required by the Employer and agreed to by the Union, the Employer will provide said tool. The Employer shall provide tools and/or parts manufactured by Kobalt, Master Craft, Craftsman or their equivalent. The tool will then be added to the basic tool set and will be the responsibility of the employee to replace and maintain.

**SECTION 6.** Effective October 1, 2009, employees with 15 or more years of service in the bargaining unit, will receive an additional \$.50 per hour added to his/her base hourly wage. Effective October 1, 2009, employees with 25 or more years of service in the bargaining unit, will receive an additional \$.50 per hour for a total of \$1.00 added to his/her base hourly wage.

**ARTICLE VII - VACATION AND SICK BENEFITS**

**SECTION 1.** Employees will be granted vacation time with pay according to the number of years of continuous service they have with the City of Springfield on their anniversary date.

Vacation leave per year with pay will accrue on an equivalent monthly basis according to the following Schedule:

Years of Service	Days/Yr.	Days/Mo.

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

Effective October 1, 2001, six months following initial employment new employees may use accrued vacation time.

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

The revised method of accrual specified herein shall be effective March 1, 1988. The employees' vacation accrued under this method shall then be available for scheduling effective March 1, 1989. After March 1, 1989, claims to vacation accruals based upon contracts preceding this contract shall not form the basis of any grievance by a current bargaining unit employee, and such claims on behalf of current bargaining unit employees are hereby waived.

**SECTION 2.** Vacation shall be taken on consecutive days of no less than five (5) day periods unless the Employer approves a different division of vacation time. Employees must take their vacation in not more than two (2) periods, preferably in one (1). Vacation time shall be

established by March 1st for seniority to prevail. Seniority is determined by the number of years of continuous service with City Water, Light & Power. Management shall assign vacation time to those not requesting certain dates during open periods. Plant operation shall not be jeopardized by allowing too many to go on vacation at one time.

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

If the Employer calls an employee back to work in an emergency during his vacation, he shall be paid at the double time rate, and shall either be paid his vacation pay or have his vacation time used during the emergency reinstated.

**SECTION 3.** An employee leaving the service of City Water, Light and Power shall be paid for all unused monthly accrued vacation at the employee's then current rate designated by Appendix A.

**SECTION 4.** Sick benefits will be paid all hourly paid employees after one (1) year of service according to the schedule in Appendix A, as follows:

**SECTION 4a.** 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 300 days sick leave. Employees shall be compensated in cash at a ratio of five (5) days pay for each twelve (12) days accrued unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death. Employees hired on or after October 1, 2012, shall not be paid for any accumulated sick leave upon retirement, but would qualify upon death while employed at the City.

**SECTION 4b.** 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 time his shift is to begin. If the employee is absent for one-half day or more or uses sick time for doctor or dentist appointments, he shall sign an ordinary disability report verifying his illness.

**SECTION 4c.** 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 no less than one (1) hour 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. Verification of sick leave other than medical examinations shall be made pursuant to subsections B & D of this agreement.

**SECTION 4d.** If the employee shall be absent on sick leave for three (3) days or more, he

shall furnish a doctor's certificate verifying his illness. 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.

**SECTION 4e.** Bargaining unit employees and dependents will be provided the same group life and health insurance as all other City employees at the same premium levels. Life insurance shall be for the employee only. In addition, pursuant to Chapter 108 Y2 of the Illinois Revised Statutes, upon completion of one year of service, the employee shall be entitled to death benefits in an amount equal to their annual wage at the straight time rate.

**SECTION 4f.** CWLP will administer a disciplinary procedure based on number of instances and not number of days taken. An instance could be as little as one (1) hour 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. However, an employee may utilize up to three (3) doctor's appointments in a twelve (12) month rolling period that is four hours or less that will not be counted as an incident under this policy, as long as notification is forty-eight (48) hours in advance or by the end of the prior business day, whichever is greater, and the employee works or returns to work the remainder of his shift. The employee must present a doctor's note covering the absence within one (1) business day. 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.

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

**SECTION 4g.** If the average number of sick days taken by a single employee who is covered under this contract is 3 days or less during any contract year, employees using 3 sick days or less will receive a \$360 bonus at the end of the corresponding contract year. Illnesses of ten (10) consecutive days or more shall be considered as one (1) day for the purpose of calculating averages, however; the employee taking ten (10) consecutive or more sick days shall be ineligible for the bonus.

**SECTION 4h.** 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 vacation year of the exchange or be forfeited. The number of sick days exchanged per vacation year shall not exceed 10 days and at no time shall the number of days of accumulated sick leave be so reduced to less than 30 days. No payment shall be made for vacation days acquired hereunder if not used within the vacation year.

**SECTION 5.** Employees who have accrued thirty (30) days sick leave prior to a contract year and do not use over one day sick leave or are not absent without pay during an ensuing contract

year shall be granted two (2) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued sixty (60) days sick leave prior to a contract year and do not use over one day sick leave or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued ninety (90) days sick leave prior to a contract year and do not use over one day sick leave or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay between October 1st and September 30th of the succeeding contract year. The employee bonus day opportunity will also not be affected by these three (3) doctor appointments in the twelve (12) month rolling period that are four (4) hours or less, up to a combined total of twelve (12) hours within a twelve (12) month period.

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 personal days; and two hundred seventy (270) days for three (3) personal days. Employees must give notice to the Employer at least twenty-four (24) hours in advance of the shift he desires to use as his personal day, unless the personal day is used in lieu of sick leave. Effective October 1, 2012 sick days covered under FMLA shall be considered when determining eligibility for bonus days.

Only one (1) employee per crew can be off on a personal day for any one (1) day. However, the Superintendent in charge, at his discretion, can allow more than one (1) employee off if, in his opinion, it will not disrupt operations or require overtime to be paid. Personal days will be scheduled in the order requested. Personal days granted above that are not used during the contract year shall be scheduled prior to the end of the contact year and used within the first three (3) months of the succeeding contract year.

### **ARTICLE VIII - LEAVES OF ABSENCE**

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

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

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

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

general leave.

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

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

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

**SECTION 3. Medical Leave.** Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician 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. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

**SECTION 3a.** Members of the bargaining unit shall be granted leave pursuant to the Family and Medical Leave Act and consistent with the policies and procedures of the City's Office of Budget and Management.

**SECTION 4. Jury Duty.** An employee who loses time from work during his regularly

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

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

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

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

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

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

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

**SECTION 6. Union Leave/Business.** Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer shall upon leaving that office be reinstated to his former position, including all his

seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

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

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the employer. A maximum number of three (3) employees will be released from duty with pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

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

**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 - HOLIDAYS**

Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January), Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for the employees who are regularly assigned shift work), Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall. Other employees will observe all holidays on the day on which they fall or are legally celebrated. It is also agreed that should a holiday fall on a Saturday, the preceding Friday shall be celebrated by all employees who do not work Saturday, except as otherwise noted in this Agreement. When Christmas falls on Saturday, Thursday and Friday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Sunday, Friday and Monday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Monday, Monday and Tuesday will be celebrated as Christmas Eve and Christmas. A holiday schedule will be posted each calendar year. Any employee shall forfeit his right to a holiday with pay if absent the work day preceding the holiday or on the work day following the holiday, unless the employee is off utilizing prescheduled days off on a leave either before

or after the holiday approved by the supervisor or exigent circumstances exist.

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

### **ARTICLE X - DUTY DISABILITY**

**SECTION 1.** Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. It is understood these acts cannot be amended by the Springfield City Council. Effective upon ratification of this agreement, employees shall not accrue benefit time while off on workers' compensation for sixty (60) days or more unless specifically awarded pursuant to the Workers' Compensation Act, award or settlement. This provision does not apply for any employee on workers' compensation leave at the time of the signing of the 2015 agreement.

**SECTION 2.** The employee will receive full time for the day of injury.

**SECTION 3.** Safety Incentive. Effective 10/1/08 all employees covered under this agreement who work safely in accordance with all safety rules, have no lost time accidents or OSHA recordable injury in a contract year, shall receive a safety incentive on September 30<sup>th</sup> through the duration of the agreement. Effective 10/1/24 employees hired on or after 10/1/24, shall not be eligible to receive the incentive outlined below. The incentive shall be administered as follows:

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

Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a no lost time accident or OSHA recordable injury will receive 50% of the incentives. Years prior to 10/1/08 do not count for purposes of determining the incentive.

## ARTICLE XI - JOB DESCRIPTIONS

**SECTION 1.** The Employer agrees to create and maintain Crew Leader positions according to the following: A Crew Leader will be responsible as lead worker for a maximum of eight (8) bargaining unit employees, no more than five (5) of whom may be Machinists, or Stores Attendants.

### **SECTION 2. DUTIES OF MAINTENANCE MACHINIST CREW LEADER**

- a. Serve as lead worker of all employees assigned to the Maintenance Machinist crew. Such work shall include assisting the supervisor in assigning work to the crew and maintaining the necessary maintenance records in the area. Shall have the authority and responsibility to see that equipment assigned to him is used properly and that the work assigned to him is performed in an efficient and workmanlike manner.
- b. Instruct and assist in training all employees assigned to the crew.
- c. The Maintenance Machinist Crew Leader shall spend the predominate amount of his work time doing Machinist duties in a hands on capacity.
- d. Where the duties of the Maintenance Machinist Crew Leaders overlap, the senior Maintenance Machinist Crew Leader shall have the authority to make decisions in the absence of the Maintenance Supervisor or his designee.

### **SECTION 3. DUTIES OF STORES ATTENDANT LEADER**

- a. The Stores Attendant Leader shall perform all work assigned to him by the Supervisor of Stores and serve as lead worker over Stores Attendants assigned to him. Shall have the authority and responsibility to see that equipment assigned to him is used properly and that the work assigned to him is performed in an efficient and workmanlike manner.

### **SECTION 4. DUTIES OF MACHINIST**

- a. Properly and efficiently perform all assignments.
- b. Record maintenance histories as directed.
- c. Assist in training all designated employees.

### **SECTION 5. DUTIES OF STORES ATTENDANT**

- a. The Stores Attendant shall keep all tools in good condition and shall require all employees who use these tools to sign for them. Receive, verify and record shipments of parts, material, etc., as required.

- b. Keep proper, up-to-date records of all tools, parts and material removed from the store facilities.
- c. Loading and unloading trucks, operate fork truck to move materials; inventory control and physical inventory yearly, and all other duties at the discretion of the Supervisor of Stores.

**SECTION 6. DUTIES OF APPRENTICE MACHINIST**

- a. The duties of Apprentice Machinist will be to work under the guidance of the designated supervisor, Crew Leader, Machinist.
- b. There shall be a six (6) month probationary period after which the apprentices will advance as per the Standards of the Apprenticeship and Training Agreement between the parties.
- c. After completing 8,000 hours of service as an Apprentice, and after completing all assigned training, the employee's classification will be changed to that of Machinist, and he will be paid at the applicable rate of pay.

**SECTION 7.** Unit 4 operators will have the ability to clean strainers, screens and tighten packing on valves and pumps as necessary on normal rounds.

**SECTION 8.** The Union acknowledges the Employer's right to assign forklift operations to qualified employees of the Utility who are members of any bargaining unit except for the stores duties provided in Article XI, Section 7d. It is not the Employer's intention to assign management employees to forklift operation except in emergencies.

**SECTION 9. DUTIES OF MASTER MACHINIST**

- a. Under direction from and oversight by the Superintendent, the Master Machinist effects machine work design and technical fabrication tasks for vehicles, equipment and other fixtures per the below:
- b. Perform all machine and technical fabrication operations for vehicles, equipment, and fixtures.
- c. Fabricate components and fixtures from engineered drawings and prints.
- d. Operate and maintain shop welding cutting equipment including - GMAW, GTAW, SMAW, PLASMA, and FCAW.
- e. Operate and maintain all lathes, tools, mills, presses, drill presses, shears, and measuring devices associated with "machine shop" operations.

- f. Maintain work orders and other related documentation as required.
- g. Document and maintain all procurement information and track all parts and material associated with procedures of the Machine Shop.
- h. Oversee Machine Shop equipment to assure proper use of machine shop tools

## **ARTICLE XII - GRIEVANCE PROCEDURE**

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

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

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

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

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

Step 3. If the grievance is not resolved satisfactorily within five (5) working days after submission in Step 2, the grievance shall be submitted in writing within five (5) working days to the General Superintendent of the Department by the Local Union.

Step 4. If the grievance is not resolved satisfactorily within five working (5) days after submission to Step 3, the Local Union shall submit the grievance in writing within five (5) working days to the General Manager or his designee.

Step 5. If the grievance is not resolved satisfactorily at Step 4 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article XIII. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the General Manager or within twenty (20) working days after such decision was due.

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

at any step of the grievance procedure.

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

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

The Employer must notify the Union of the dates and times of all meetings concerning such grievance.

If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.

Only the Union shall have the right to refer grievances to arbitration under the Agreement.

### **ARTICLE XIII - ARBITRATION**

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

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

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

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

**SECTION 3.** The fees and expenses for the arbitrator's services, if any shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator

fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his/her award how his/her fees and expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

#### **ARTICLE XIV - ELECTION OF REMEDIES**

The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or difference arises concerning the interpretation and/or application of the wages, hours and terms and conditions of employment in the Agreement (except disputes or differences involving discipline and/or discharge), that the Steps and provisions in the Grievance and Arbitration Articles shall be the exclusive procedures for resolving the dispute or difference. If a dispute or difference arises concerning discipline and/or discharge, the employee shall elect to have the matter processed under the provisions of either the grievance and arbitration procedure in this Agreement or procedures applicable under the City of Springfield Employment Policies; and, after selecting one of the two procedures, shall be deemed to have waived his rights under the other procedure.

#### **ARTICLE XV - NO STRIKE/NO LOCKOUT**

**SECTION 1.** During the term of this Agreement, the employer agrees that there shall be no lockouts and the Union agrees that there shall be no strikes, slowdowns or stoppages of work.

**SECTION 2.** Section 1 will not apply where either party has failed to abide by the arbitrator's decision within thirty (30) calendar days and no related legal action is pending.

#### **ARTICLE XVI - UNION DUES**

**SECTION 1.** It is agreed that monthly dues for each member of the Union, in amounts as authorized, shall be deducted from the pay of the employee upon written authorization to the City from each individual employee. The authorization will be upon a form furnished by the Union and all such dues deducted in this manner shall be remitted by the City to such persons as may be designated in writing by the Union under the seal of the Union.

**SECTION 2.** The Employer shall pay the Union for the Amounts withheld from each employee's paycheck per current practice. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

**SECTION 3.** Revocation of dues-deduction authorization shall be the prerogative of the individual employee, but shall be subject to the requirements of the dues-checkoff agreement between that individual and the Union.

#### **ARTICLE XVII - NON-DISCRIMINATION**

**SECTION 1.** Prohibition Against Discrimination. The provisions of the Agreement shall be

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

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

### **ARTICLE XVIII • DISCIPLINE**

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

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

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

### **ARTICLE XIX • TEMPORARY ASSIGNMENT**

**SECTION 1.** An employee placed on temporary assignment to a higher paid classification shall receive the current rate of pay for the higher classification for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification.

**SECTION 2.** An employee placed on temporary assignment to a lower paid classification shall suffer no reduction in wages during such period, and be subject to all rules and regulations pertaining to that classification.

### **ARTICLE XX - SAVINGS**

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

### **ARTICLE XXI • LAYOFF/RECALL SEVERANCE**

**SECTION 1.** The employer has the right to employ, lay off, discharge and promote employees in accordance with the provisions of this Agreement. However, any employee laid off or discharged for any reasons other than lack of work or lack of funds may file a grievance pursuant to the procedure outlined in this Agreement and the layoff or discharge shall be processed in accordance with the Grievance and Arbitration Procedure in this Agreement. The reason for discharge or layoff shall be given to the employee and Union in writing and the Union may in all respects appear for and represent in its name or the employee's name the interest of the employee and the Union. In case of layoff, employees will be laid off by inverse order of seniority. Recall shall be by seniority. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

**SECTION 2.** It is recognized that if the City permanently ceases running units at the Dallman plant those employees terminated as a result thereof will be entitled to a severance allowance in accordance with and subject to the following provisions.

1. The City agrees to pay one (1) week's pay for each year of service. The City also agrees to continue to pay its portion of the City's Health Insurance plan for three (3) months.

Any pay for unused sick leave, which shall be payable at a ratio of five (5) days pay for each twelve (12) days accrued pursuant to past practice but with no cap, vacation or compensatory time and/or personal days shall be made in one lump sum payment upon separation within 15 business days. Employee health insurance contributions may be deducted from this lump sum payment in the event that the severance payments will end prior to the three (3) month period.

2. A week's severance will be determined by multiplying the employee's base hourly rate times forty (40) hours. The severance pay will be paid out in bi-weekly increments over a three month period, thereafter, any amounts due will be paid in full. All payments are subject to normal payroll withholdings. As a condition of receiving the benefits, participating employees shall be required to sign a Separation Agreement and Release provided by the City.

In the event that the employee's severance pay runs out prior to the end of the three month period, the employer will continue to pay the City's portion of its health insurance plan provided the employee has remitted their portion of the expense.

3. To be eligible for this payment, an employee must be on the payroll at the time that the employee's position is eliminated. On the payroll includes employees who are on an approved leave of absence or have been laid off with recall rights. An employee is not eligible for this payment if: 1) the employee voluntarily terminates his employment prior to when his position is eliminated; 2) the employee is terminated for just cause prior to when his position is eliminated.
4. Employees who are separated from employment as a result of the unit shutdown may apply for other positions within the City. Employees will be given first preference to be hired and shall accrue vacation and receive benefits at the rate received prior to

termination.

5. Any employee that accepts another position within the City shall be subject to the appropriate wage rate for the new position. Additionally, in the event that the employee accepts another position within the City, the employee shall no longer be eligible for severance payments pursuant to the terms of this Agreement. If the position is in another bargaining unit, seniority will not carry over.
6. Should any other terminated employees be given a greater severance package after the execution of this Agreement, the City will afford the same package to the employees working under this Agreement.

## **ARTICLE XXII - DRUG AND ALCOHOL TESTING**

**SECTION 1.** Effective 10/11/12 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 accident report or any accident which results in 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 violation arising from an accident.

**SECTION 2.** Discipline. Upon the return of a positive drug or alcohol test, the following will result:

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

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

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

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

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

this Section and the employee will be automatically terminated.

If a drug test result is positive:

1. First Offense - The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
  - 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 positive test will be automatically terminated.

**SECTION 3. Compliance with Testing Requirements.** Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

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

**SECTION 4. Return-to-Duty Contracts.** An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

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

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

**SECTION 5. Confidentiality.** Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanation provided by

the Medical Review Officer (MRO) shall be confidential. Such records and explanations 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 XXIII - 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. The parties agree to incorporate the Memorandum of Understanding regarding the residency moratorium dated December 18, 2023 in this agreement as Appendix C.

### **ARTICLE XXIV - DURATION, AMENDMENT AND TERMINATION**

**SECTION 1.** Term. This Agreement shall be effective from October 1, 2024, and shall continue in full force and effect until midnight September 30, 2028, unless not more than one-hundred twenty (120) days, but not less than sixty (60) days prior to September 30, 2028.

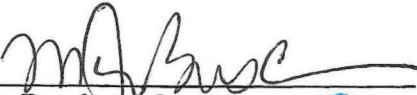
**SECTION 2.** Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties, except that no step or wage adjustments shall be made, unless the parties mutually agree.


### **ARTICLE XXV - LABOR-MANAGEMENT MEETINGS**

**SECTION 1.** Labor-Management meetings will be conducted quarterly (if requested). Union and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor-Management meeting.

### **ARTICLE XXVI - CONCLUSION**

The foregoing is a true and accurate Agreement reached between the authorized representatives of City Water, Light & Power and said Local Union.

  
Misty Buscher, Mayor  
City of Springfield, Illinois

  
Business Agent  
IAMAW, District 9

**APPENDIX A—WAGES**

Current Wage				
Machinists-Dallman	10/1/2024	10/1/2025	10/1/2026	10/1/2027
	2.25%	2.25%	2.25%	2.25%
Title				
Rates for employees hired before October 1, 2012:				
Maintenance Machinist Crew Leader	\$54.80	\$56.03	\$57.29	\$58.58
Machinist	\$51.53	\$52.69	\$53.87	\$55.09
Stores Attendant Leader	\$45.61	\$46.64	\$47.69	\$48.76
Stores Attendant	\$43.21	\$44.18	\$45.18	\$46.19
Apprentice Machinist 4	\$46.43	\$47.47	\$48.54	\$49.64
Apprentice Machinist 3	\$41.33	\$42.26	\$43.21	\$44.18
Apprentice Machinist 2	\$36.21	\$37.02	\$37.86	\$38.71
Apprentice Machinist 1	\$31.12	\$31.82	\$32.54	\$33.27
Master Machinist	\$46.50	\$47.54	\$48.61	\$49.70
New rates for employees hired after October 1, 2012:				
Current Tier II Stores Attendant Leader**	\$33.00	\$33.74	\$34.50	\$35.28
Stores Attendant 1st Year"	60% of current Tier II store room attendant leader			
Stores Attendant 2nd Year"	70% of current Tier II store room attendant leader			
Stores Attendant 3rd Year"	80% of current Tier II store room attendant leader			
Stores Attendant 4th Year"	90% of current Tier II store room attendant leader			
Stores Attendant 5th Year and Above	95% of current Tier II store room attendant leader			
Apprentice Machinist 4	90% of current Tier II Machinists			
Apprentice Machinist 3	80% of current Tier II Machinists			
Apprentice Machinist 2	70% of current Tier II Machinists			
Apprentice Machinist 1	60% of current Tier II Machinists			
New rates for employees hired on or after October 1, 2015*:				
	\$2.00 above Machinist Rate	\$2.00 above Machinist Rate	\$2.00 above Machinist Rate	\$2.00 above Machinist Rate
Maintenance Machinist Crew Leader				
Machinist	\$44.75	\$45.76	\$46.79	\$47.84
** Stores Attendant Leader hired after October 1, 2012 shall receive an equity adjustment to \$33.00 in lieu of a percentage increase for 2024.				
*Machinists hired after October 2015 shall receive an equity adjustment to \$44.75 in lieu of a percentage increase for 2024.				

## APPENDIX B - MACHINIST'S BASIC TOOL SET

### MACHINISTS BASIC TOOL SET ITEM DESCRIPTION

Tool Chest Cabinet	16' steel tape measure
Top Chest Roller Cabinet	6" dial Vernier caliper
Socket Set	14" pipe wrench
1/2" Drive Socket Set	1-5/16" combination wrench
13 twelve-point sockets 7/16" thru 1-1/4"	Dead blow hammer, 4 lb
8 twelve point deep well 1/2" thru 15/16"	1/2" long handle ratchet
1 standard ratchet	Tap handle set
3" extension bar	Small set EZ outs,
6" extension bar 10" extension bar	Set half round chisels No. 240
Universal joint	18" or 20" channel locks
15" flex handle (breaker bar)	8" magnetic torpedo level
3/4" drag link socket 15/16" drag link socket	12 pc chisel and line up set
3/8" Drive Socket Set	4 pin punches 3/32" - 1/8" - 5/32" - 1/4"
3/8" ratchet	3/8" center punch prick punch
9 six point deep sockets 3/8" thru 7/8"	line up tool 3/16" x 9" line up tool 5/32" x 7"
5 eight point sockets 1/4" thru 1/2"	4 cold chisels 1/4" - 1/2" - 5/8" - 3/4"
8 twelve point sockets 3/8" thru 13/16"	7 pc nut driver set
Screwdriver bits - slotted 3 Phillips 6 hex bits 5/32" thru 3/8"	3/16" - 1/4" - 5/16" - 11/32" - 7/16" - 1/2"
3 extension bars (3, 6, 10 inch)	9 pc screwdriver set
10" flex handle (breaker bar)	Slotted: 1/8" x 4", 3/16" x 4", 3/16" x 9, 1/4" x 6", 3/8" x 12"
Universal joint 8" slide bar	Phillips: 0 (2-1/2"), 1 (3"), 2 (4"), 3 (6")
Wrenches	Metric Set Socket:
10" crescent wrench	12 point deep, 3/8" drive - 10mm Socket,
15" crescent wrench	12 point deep, 3/8" drive - 12mm Socket,
10" pipe wrench	12 point deep, 3/8" drive - 14mm Socket,
18" pipe wrench	12 point deep, 3/8" drive - 15mm Socket,
Ratcheting box and wrench set 1/4" thru 7/8"	12 point deep, 3/8" drive - 16mm Socket,
1-3/8" x 1-7/16" open-end wrench	12 point deep, 3/8" drive - 17mm Socket,
1-1/2" x 1-5/8" open-end wrench	12 point deep, 3/8" drive - 18mm Socket,
17 pc combination wrench set 1/4" thru 1-1/4"	12 point deep, 3/8" drive - 19mm Socket,
Long arm alien wrench set 15 pc 5/64" thru 3/4"	12 point deep, 3/8" drive - 20mm Socket,
1-5/16" combo wrench	12 point deep, 3/8" drive - 21mm Socket,
Pliers Long nose pliers	6 point deep, 1/4" drive - 4mm Socket,
10" vise grip pliers 6" side cut pliers	6 point deep, 1/4" drive - 5mm Socket,
7" diagonal cut pliers	6 point deep, 1/4" drive - 6mm Socket,
Channel Lock 430	6 point deep, 1/4" drive - 7mm Socket,
Channel Lock 440	6 point deep, 1/4" drive - 8mm Socket,
Hammers	6 point deep, 1/4" drive - 9mm Socket,
4 lb hammer	6 point deep, 1/4" drive - 10mm Socket,
24 oz ballpeen hammer	6 point deep, 1/4" drive - 11mm Socket,
16 oz ballpeen hammer	6 point deep, 1/4" drive - 12mm Socket,
Tap Sets	6 point deep, 1/4" drive - 13mm Socket,
plug tap set SAE 1/4" to 1"	12 point regular, 1/2" drive - 9mm Socket,
Plug tap set AS 1/4" to 1"	12 point regular, 1/2" drive - 10mm Socket,
Pipe tap set 1/4" to 1"	12 point regular, 1/2" drive - 11mm Socket,
Miscellaneous	12 point regular, 1/2" drive - 12mm Socket,
1" micrometer	12 point regular, 1/2" drive - 13mm Socket,
6" inside caliper	12 point regular, 1/2" drive - 14mm Socket,
6" outside caliper Pry bar 1/2" x 16"	12 point regular, 1/2" drive - 15mm Socket,
Machinist's combination square	12 point regular, 1/2" drive - 16mm Socket,
Center gauge	12 point regular, 1/2" drive - 17mm Socket,
Thickness gauge .0015" to .025"	12 point regular, 1/2" drive - 18mm Socket,
Thread gauge	12 point regular, 1/2" drive - 19mm Socket,
Inspection mirror	12 point regular, 1/2" drive - 20mm Socket,
Hack saw	12 point regular, 1/2" drive - 21mm Socket,
Scribe	12 point regular, 1/2" drive - 22mm Socket,
6" dividers	12 point regular, 1/2" drive - 23mm Socket,
Drop light	12 point regular, 1/2" drive - 24mm Socket,
6" scale	12 point regular, 1/2" drive - 26mm Socket,
Magnetic pick-up tool	12 point regular, 1/2" drive - 27mm Socket,
1-pint pump oil can	12 point regular, 1/2" drive - 28mm Socket,

12 point regular, 1/2" drive - 30mm Socket,  
12 point regular, 3/8" drive - 8mm Socket,  
12 point regular, 3/8" drive - 9mm Socket,  
12 point regular, 3/8" drive - 10mm Socket,  
12 point regular, 3/8" drive - 12mm Socket,  
12 point regular, 3/8" drive - 13mm Socket,  
12 point regular, 3/8" drive - 13mm Socket,  
12 point regular, 3/8" drive - 14mm Socket,  
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12 point, deep, 1/2" - 19mm Socket,  
12 point, deep, 1/2" - 20mm Socket,  
12 point, deep, 1/2" - 21mm Socket,  
12 point, deep, 1/2" - 22mm Socket,  
12 point, deep, 1/2" - 24mm Socket,  
12 point, deep, 1/2" - 27mm Socket,  
Hex Driver 3/8" drive - 3mm Socket,  
Hex Driver 3/8" drive - 4mm Socket,

Hex Driver 3/8" drive - 5mm Socket,  
Hex Driver 3/8" drive - 6mm Socket,  
Hex Driver 3/8" drive - 7mm Socket,  
Hex Driver 3/8" drive - 8mm Socket,  
Hex Driver 3/8" drive - 9mm Socket,  
Hex Driver 3/8" drive - 10mm  
Hex Key, long arm - 1.5mm  
Hex Key, long arm - 2mm  
Hex Key, long arm - 2.5mm  
Hex Key, long arm - 3mm  
Hex Key, long arm - 4mm  
Hex Key, long arm - 4.5mm  
Hex Key, long arm - 5mm  
Hex Key, long arm - 5.5mm  
Hex Key, long arm - 6mm  
Hex Key, long arm - 7mm  
Hex Key, long arm - 8mm  
Hex Key, long arm - 10mm  
Hex Key, long arm - 12mm  
Hex Key, short arm - 14mm  
Hex Key, short arm - 19mm  
Hex Bit, 17mm

**APPENDIX C – RESIDENCY MOU**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF SPRINGFIELD, ILLINOIS  
OFFICE OF PUBLIC UTILITIES**

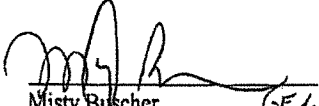
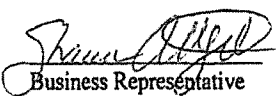
**And**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
AFL-CIO, DISTRICT 9**

This Memorandum of Understanding (“MOU”) is entered into by the Employer, the City of Springfield (“Employer”), and District No. 9, International Association of Machinists and Aerospace workers, AFL-CIO (“Union”) (collectively referred to as “Parties”). The agreed-upon terms are as follows:

1. 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.
2. Ordinance number 491-11-23, as amended, requires City Council to revisit the moratorium in November, 2024. This MOU is explicitly made subject to and conditioned upon any further action by City Council upon its revisit of the moratorium ordinance. Any changes to Ordinance 491-11-23, shall, upon passage, immediately apply to this MOU.
3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:

	
Misty Buscher Mayor, City of Springfield	Business Representative IAMAW, District 9
<i>GEH</i>	
1/5/24 Date	12-18-23 Date

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF SPRINGFIELD, ILLINOIS  
OFFICE OF PUBLIC UTILITIES**




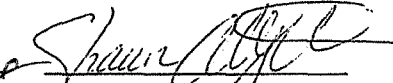
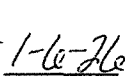
**And**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
AFL-CIO, DISTRICT 9 (Machinists)**

This Memorandum of Understanding ("MOU") is entered into by the Employer, the City of Springfield ("Employer"), and District No. 9, International Association of Machinists and Aerospace workers, AFL-CIO ("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	GEM	Date	Business Representative IAMAW, District 9	Date