

LABOR AGREEMENT
BETWEEN THE
CITY OF SPRINGFIELD,
SANGAMON COUNTY, ILLINOIS
(The City)
AND
OPERATIVE PLASTERERS AND CEMENT MASONS
(The Union)

MARCH 1, 2024 THROUGH FEBRUARY 29, 2028

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LABOR AGREEMENT
BETWEEN THE
CITY OF SPRINGFIELD,
SANGAMON COUNTY, ILLINOIS
(The "City")
And
OPERATIVE PLASTERERS
(The "Union")

UNDERSTANDING: The City and the Union agree that this Labor Agreement shall apply in all matters pertaining to hours and working conditions for the applicable job titles included herein, as follows:

UNIT: All regular, full time cement finishers and finisher foreman employed by the City.

Excluding: All temporary, short term employees and all Managerial, Supervisory and Confidential employees of the City of Springfield as defined by the IPLRA.

ARTICLE I
MANAGEMENT RIGHTS

It is recognized that the Department retains the right and responsibility to direct its affairs in all its various aspects. Among the rights retained by the Department is the right to plan, direct and control all the operations and services of the Department; to determine its policies, budget and operations; to determine the manner in which its functions shall be performed; and the direction of its working forces, including, but not limited to the right to hire, promote, demote, transfer, and assign employees; to determine training, qualifications, and certifications, to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignment; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency, provided such actions of the Department do not conflict with the express provisions of this Agreement. The Department retains the right to hire temporary employees or subcontract out cement finishing work on an "as needed" basis, provided, this does not erode the bargaining unit. The Employer agrees to

provide a copy of a request for proposal (RFP) to contract cement finishing work to the union upon issuance of the RFP and provide the names of the contract bidders to the unions as soon as practicable, but no later when the names of the contract bidders are open to the public.

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

ARTICLE II

UNION RIGHTS

The City shall be responsible for printing and distributing the agreement within sixty (60) days of the signing of the Agreement.

ARTICLE III

CRAFT JURISDICTION

Cement Masons shall do the following work: Foremanship over all concrete construction, all concrete and composition work such as buildings, silos, elevators, smoke stacks, bridges, curb, sidewalks, gutters streets and roads, alleys, mass of reinforced concrete slab and all the setting and pouring of all steps, risers and running all cement, and all flat surfaces of cement. The rodding and finishing of same, whether done by float, trowel, machine or any other process. The finishing or washing of all concrete construction, using of any color pigment when mixed with cement whether done by brush, broom, trowel, float or any other process. The striking of, floating and finishing of all walls, piers, and footings. The setting of strips, screeds, stakes, grade stakes and curb forms. The setting of all curb and gutter forms whether wood or steel forms are used. The setting of all forms (whether wood or steel) for paved ditch and slope walls, paving, cam, parking lots, driveways, storage lots and any other flat surfaces of concrete. The setting of all string line including but not limited to sensor line for slip form curb and gutter machines and slip form paving machines. The setting of top form of split form as (conjunction with wire mesh reinforcing and rebar), where a form is used as a bulk head or to establish grade. The setting of all expansion joints in sidewalks, driveways, curb and gutter paving and other flat surfaces of concrete. Caulking of all expansion and control joints with polyurethane and / or urethane sealants. The sawing and scoring of all concrete including but not limited to sidewalks, curbs, parking lots, roads, etc., with a skill saw, self propelled saw or any other machine used for that purpose. All preparation work on concrete construction to be finished or rubbed, such as cutting of nails, wires, wall ties, etc., the patching, dry packing, grouting, gunniting, brushing, chipping and bush-hammering, rubbing, grinding if done

by machine or carborundum stone of all concrete construction. Cement Masons claim the waterproofing of all work included in their jurisdiction, such Thoroseal, Ironited, plasteweld and any similar products, regardless of the tools used or the method of application, color of materials used regardless of the type of base these materials may be applied to. The Cement Masons shall operate all roller and vibrating screeds or strike off that which is motor driven for the purpose of bringing concrete slab to grade and ready for finishing. Cement Masons shall operate floating machines and troweling machines that are being used on sidewalk or any other flat surface where material is being placed and finished. Cement Masons shall do all work associated with pervious concrete, as preparation, placement, rodding (whether a roller screed, vibrating screed, strike -off or any other method is used for bringing the material to a grade), the tamping, joining, edging, and curing. Cement Masons shall do all work associated with Decorative Concrete. Cement Masons shall sandblast and /or all concrete to produce exposed aggregate for finishing, curing, staining of concrete and any protective coating epoxy. Cement Masons will perform all polishing and /or grinding and all preparatory work on concrete construction. The polishing of machines for scoring, polishing and diamond polishing. Effective with the ratification of the March 1, 2024, Cement Masons assigned to perform masonry unit horizontal work shall receive an additional fifty cents (\$.50) per hour over their current hourly wage rate .

Further, the Employer shall furnish all necessary tools to complete the above jurisdictional work.

ARTICLE IV

HOURLY WAGE RATES

Effective March 1, 2024, the hourly base wage rate shall be increased by 2.5%.
Effective March 1, 2025, the hourly base wage rate shall be increased by 2.5%.
Effective March 1, 2026, the hourly base wage rate shall be increased by 2.5%.
Effective March 1, 2027, the hourly base wage rate shall be increased by 2.5%.

The parties agree that the standard wage for the title of Cement Finisher shall be at the rate of pay set by the Illinois Department of Labor for the prevailing wage within Sangamon County for any new Cement Finisher hired on or after March 1, 2014. The parties further agree to adjust the classification wage scale for current employees with the title of Cement Finisher. Effective with the ratification of the March 1, 2024 contract, the parties agree to implement the following adjustments for Cement Finishers employed at the time of ratification:

Effective March 1, 2024, all bargaining unit employees with the title of Cement Mason or Cement Finisher shall receive an additional fifty cents (\$.50) per hour.

Effective March 1, 2025, all bargaining unit employees with the title of Cement Mason or Cement Finisher shall receive an additional twenty-five cents (\$.25) per hour.

Effective March 1, 2026, all bargaining unit employees with the title of Cement Mason or Cement Finisher shall receive an additional twenty-five cents (\$.25) per hour.

Effective March 1, 2027, all bargaining unit employees with the title of Cement Mason or Cement Finisher shall receive an additional twenty-five cents (\$.25) per hour.

Any new Cement Finisher hires hired on or after March 1, 2014, their beginning wages shall be the rate set by Illinois Department of Labor for the prevailing wage within Sangamon County at the time of hire. Effective March 1, 2024, in the event the wages of any current Cement Finisher employed by the City, fall below the rate set by the Illinois Department of Labor for the prevailing wage within Sangamon County, said Cement Finisher's wages shall be increased to the prevailing wage posted on the Illinois Department of Labor's website for Sangamon County on March 1 during the term of this Agreement.

Temporary Cement Finishers shall receive the full prevailing hourly wage for that classification as certified by the Illinois Department of Labor (IDOL) for Sangamon County. The Employer agrees to make contributions to the Union Pension Fund in the amount certified by IDOL. Temporary Cement Finishers shall not be eligible for any other benefits provided for in this Agreement. Apprenticeship, Pension Fund and Annuity Fund paid to: QUOROM, 4440 Ash Grove, Suite A, Springfield, IL 62711. Temporary employees may voluntarily sign authorization cards for deductions to the union vacation fund. The Union will provide the City with the signed authorization cards. The City will contribute to the Apprenticeship Fund for temporary employees as provided for in the prevailing wage.

Effective with the ratification of the 2017 contract, when a future Cement Mason becomes a Cement Mason Foreman he shall receive \$1.50 per hour over his current hourly wage rate. This shall not affect the wages of the employee who is the current Foreman as of the ratification of the 2017 contract.

Effective March 1, 2017, employees who have completed 15 years or more of service in the Operative Plasterers and Cement Masons bargaining unit while employed with the City, shall have \$.50 added to their base wage effective the first day of the month following the completion of said years of service. Employees who have completed 20 years or more in the Operative Plasterers and Cement Masons bargaining unit while employed with the City, shall have \$1.00 added to their base wage for a total of \$1.50. Employees who have completed 25 years or more in the Operative Plasters and Cement Masons bargaining unit while employed with the City, shall have \$.50 added to their base wage for a total of \$2.00, effective the first day of the month following the completion of said years of service.

When the Foreman is absent for one (1) work day and the most senior Cement Finisher is temporarily assigned to the Foreman position for the following work day or more consecutive full work days, the most senior Cement Finisher shall receive the Foreman base hourly rate of pay for both the first day and any subsequent consecutive days in the same temporary assignment until the Foreman returns to work.

ARTICLE V

WORK WEEK AND WORK DAY

This provision is intended to define the normal hours of work per day or per week and shall not be constituted as a guarantee of hours of work per day or a guarantee of days of work per week. The normal workweek shall be five (5) consecutive days of eight (8) hours of work. The workday shall begin between the hours of 6:00 a.m. and 7:30 a.m. as determined by the Employer.

Employees shall be granted a meal period of thirty minutes during each work shift. Whenever possible, the meal period shall be at approximately the middle of each shift.

All employees shall receive a fifteen minute paid rest period during each one-half shift. The rest period shall be granted near the middle of each one-half shift whenever this is possible.

ARTICLE VI

OVERTIME

All work performed in excess of 40 hours in a week shall be considered overtime and shall be paid for at the rate of one and one-half the normal hourly rate for all overtime hours worked.

All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification.

In lieu of payment for overtime, employees may elect to earn up to a maximum of sixty (60) hours of compensatory time per contract year if they meet the following conditions:

- (1) Prior to the beginning of the contract year, the employee has a total of twenty-five (25) or more sick days
- (2) Compensatory time shall be used in four (4) hour increments.
- (3) Compensatory time shall be scheduled a minimum of twenty four (24) hours in advance.

- (4) Employees must convert all overtime worked in a single shift to compensatory time or have all overtime worked in a shift paid out. An employee may not request a portion of a shift of overtime to be converted to compensatory time and a portion to be paid out. An employee may not rescind the election once submitted.
- (5) Employees may utilize up to 30 hours of compensatory time during summer hours and up to 30 hours during non-summer hours.
- (6) Compensatory time not used will only be cashed out at the end of the contract year.
- (7) Payment for overtime worked will be assumed unless the employee requests in writing compensatory time within the pay period the overtime was worked.

A minimum of four (4) hours pay at time and one-half shall be paid an employee who is called in and works two (2) hours or more prior to the beginning of the regular scheduled work shift, except for prearranged work. The employee will then be paid straight time for the regular work shift.

If called to work less than two (2) hours before the beginning of the regular scheduled work shift, an employee shall receive time and one-half pay until the regular scheduled work shift. An employee called in to work on Sunday (unless a regular scheduled workday) shall receive not less than four (4) hours pay at double time. An employee called in to work on a holiday shall receive not less than four (4) hours pay at double time. Employees called in to work who complete the job assignment in less than four (4) hours may elect to go home and be paid only for those hours actually worked at the applicable overtime rate.

ARTICLE VII

BENEFITS

Fringe benefits not enumerated below shall be granted in accordance with Chapter 36 Employment Policies of the City of Springfield. Employees who become eligible for workers compensation benefits on or after March 1, 2014, shall not accrue benefit time while off after sixty (60) total working days off in a calendar year, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement. Nothing herein affects employees receiving worker's compensation prior to the March 1, 2014, or who sustains a compensable worker's after March 1, 2014 if the injury was an aggravation from the same injury sustained prior to March 1, 2014.

Section 1. Sick Leave

A regular employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment shall receive sick leave with pay to the extent earned. An employee may also use accumulated sick leave for absences due to illness or injury of the employee's spouse or dependent children living in the employee's immediate household if the illness is such that the presence of the employee is medically necessary.

Employees shall start to accrue sick leave from their date of hire, at the rate of one (1) day for each month, and shall accumulate sick leave up to a maximum of two hundred sixty (260) days. This change is for accumulation only and will not apply to retirement payouts.

Sick leave may leave may be taken in increments of no less than one (1) hour increments.

Employees shall not be penalized for reasonable use of sick leave, however, it is the responsibility of each employee requesting sick leave to notify the Garage office prior to the start of the shift. In the event such notification is not made as required above, the employee's absence shall be considered absent without pay for the entire scheduled shift.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested.

An employee who is sick or disabled for three (3) or more consecutive workdays will be required to secure and submit a physician's release certifying that he is fit to return to work before the employee will be permitted to return to work. The Employer may also require, at its discretion and at its expense, that an employee be examined by a physician of the Employer's choice in conjunction with the above sick leave release procedure.

Medical verification of illness may be required after seven (7) sick days have been used in a calendar year.

An employee who does not use more than one (1) sick day during a calendar year shall receive two (2) personal bonus days. Employees who have accrued ninety (90) days or more sick leave prior to a calendar year and do not use any sick leave or are not absent without pay during a current calendar year shall be granted five (5) days leave with pay. Said personal bonus days shall be awarded at the beginning of the next calendar year and must be used by the end of that calendar year. The above benefits shall not be available to employees who quit or who are discharged. Effective March 1, 2012, sick days used under FMLA will count for the purpose of determining an employee's eligibility for additional bonus days.

An employee on an unpaid leave of absence or disciplinary suspension of thirty (30) days or more will not earn sick leave for the period of absence.

After accumulating thirty-two (32) days of sick leave, employees may exchange sick leave for vacation days at a rate of two (2) sick leave days for one (1) vacation day. Each vacation day so earned must be used as a vacation day within the year of exchange. The number of sick leave days exchanged per year shall not exceed ten (10) days and at no time shall the number of days of accumulated sick leave be so reduced to less than thirty (30) days. No payment shall be made for vacation days acquired hereunder if not used.

Accrued sick leave shall be paid at retirement or death as provided below:

- (1) For sick leave accumulated up to August 31, 1990, any bargaining unit employee or his estate shall be paid upon retirement or death his straight time hourly rate of pay for all sick leave accumulated over 720 hours (90 days x 8 hours = 720 hours), and five-twelfths (5/12ths) his straight time hourly rate for all sick leave accumulated up to ninety (90) days.
- (2) For all sick leave accumulated after August 31, 1990, any bargaining unit employee or his estate shall be paid upon retirement or death fifty percent (50%) of his straight time hourly rate for all sick leave hours accumulated up to a maximum of one hundred eight (180) days.
- (3) Employees hired on or after March 1, 2012 shall not be eligible for payment of sick leave at retirement or death.

Section 2. Personal Business

Regular employees who have completed twelve (12) months of service in the unit shall be allowed three (3) personal days with pay. Such personal business days may be used for any personal reason of the employees. Personal days must be taken in no less than one (1) hour increments. Personal days may not be accumulated nor carried over from one contract year to the next.

A personal day off must be scheduled in advance, except in verified emergency situations, with the Superintendent or his designee and may be denied if insufficient employees would, in the judgment of the Superintendent, be available to meet the operating needs of the Department.

No employees shall be eligible for payment of unused personal business days.

Section 3. Vacation

- (1) Employees of the city, except temporary or regular part-time personnel, shall earn a vacation with pay at the rate set forth below:

10 days per year commencing upon the beginning of employment and ending upon the completion of five years of employment.

15 days per year commencing upon the beginning of six years of employment and ending upon the completion of 15 years of employment.

20 days per year commencing upon the beginning of 16 years of employment and ending upon the completion of 20 years of employment.

22 days per year commencing upon the beginning of 21 years of employment and ending upon the completion of 25 years of employment.

25 days per year after 25 years of service.

Vacation shall accrue monthly.

- (2) Regular part-time employees shall earn vacation with pay, as above, on a prorated basis.
- (3) Temporary employees shall not earn vacation.
- (4) Vacation earned in one year must be taken by the end of the next succeeding year or be lost. For the purposes of this section, a year shall be measured from initial employment date.
- (5) Vacation time may be taken in increments of not less than one-half day at any time after it is earned with the approval of the appointing authority.
- (6) An employee on a leave of absence without pay in excess of 30 days, shall not earn vacation for the period of absence.
- (7) An employee (or upon his death, his spouse or estate if there is no spouse) shall be compensated for accumulated vacation upon termination of employment.
- (8) Vacation time may be taken upon completion of six months of service.
- (9) Employees shall be granted three (3) call-in vacation days. These are not days in addition to the days earned by employees.

Section 4. Funeral Leave

- (1) In the event of a death in the immediate family of a regular full-time employee, the employee may with the approval of the appointing authority be granted a leave of absence with pay. This leave shall not exceed three consecutive working days, one of which must be spent in attendance at the funeral. In addition, up to

two sick days may be used to supplement a funeral leave with approval of the appointing authority provided that any funeral leave shall not exceed five consecutive working days per occurrence. Immediate family of the employee will consist of the employee's spouse, children, step-children, mother, father, brother or sister, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian. A regular part-time employee may obtain funeral leave on a prorated basis upon completion of six months service. Temporary employees are not eligible for this benefit.

- (2) An employee may be allowed time off with pay to attend the funeral or memorial service of a fellow worker who was currently employed in the same department provided this permission is granted by the appointing authority.

Section 5. Holidays

- (1) Legal holidays are as follows:

- (a) New Year's Day.
- (b) Martin Luther King's Birthday.
- (c) Lincoln's Birthday.
- (d) Good Friday.
- (e) Memorial Day.
- (f) Juneteenth.
- (g) Fourth of July (Independence Day).
- (h) Labor Day.
- (i) Veteran's Day.
- (j) Thanksgiving Day and day after Thanksgiving.
- (k) Christmas Day and Christmas Eve.

- (2) The city council may designate other days as holidays. When a holiday falls on Sunday, the following day shall be observed as a holiday for city employees. When a holiday falls on Saturday, the preceding day shall be observed as a holiday for city employees.
- (3) When Christmas Day falls on a Saturday, the preceding Thursday and Friday will be celebrated as Christmas Eve and Christmas Day. When Christmas Day falls on a Sunday, the preceding Friday and following Monday will be celebrated as Christmas Eve and Christmas Day. When Christmas Day falls on a Monday, Christmas Eve and Christmas Day will be celebrated on Monday and Tuesday.
- (4) Regular employees shall be entitled to the above holidays with pay if the holiday falls on a scheduled day of work. 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 on a leave either before or after the holiday, approved by the appointing authority. In cases where sick leave is claimed for the

absences, the claims must be specifically approved by the respective department head and appointing authority.

- (5) If a holiday falls within an employee's regularly scheduled vacation period, the employee shall not be charged a vacation day for the holiday.
- (6) Regular part-time employees shall begin receiving pay for holidays as above, on a prorated basis upon completion of six months' service.

Section 6. Exemption from Paid Leave for All Workers Act

The parties agree the employees covered hereunder are exempt from the provisions of the Paid Leave for All Workers Act and further waive any requirements pursuant to Section 15(n) of the Act.

ARTICLE VIII

SENIORITY

Seniority is the length of service in the Department. Seniority within a classification shall apply for choice of vacation and layoff within a classification. In the event the City recalls employees within 12 months after a layoff, the employees will be recalled, by classification, in the reverse order of that in which they were laid off. Further, the City will hire no new employees in the same classification if any bargaining unit employees are on layoff status.

ARTICLE IX

LAYOFFS

The City will give at least ten (10) workdays notice to the employee prior to actual date of layoff, unless such layoff is caused by an emergency situation, which the City alone may define. In such emergency situation, the City will notify the Union and a conference (if the latter so desires it) between the parties will occur within twenty-four (24) hours from the time of notification of the Union to determine the actual date of layoff. At the request of an employee covered by this Agreement and with concurrence of the City, a layoff notice may be less than the ten (10) workdays. The names of employees laid off shall be placed on a recall list for a period of thirty-six (36) months. Recall shall be according to seniority, subject to a negative drug and alcohol test and physical fitness examination.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is a difference of opinion or dispute raised by the Union, an employee, or a group of employees (with respect to a single common issue) covered by this Agreement and the Employer, which concerns the meaning, interpretation or application of the express provisions of this Agreement.

Step 1: Within five (5) working days after either the Union or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance, the Union or any employee covered by this Agreement, shall, with or without the Steward acting as the employee's representative as the employee may elect, present it in writing to the Manager of the Department. In the event the employee does not elect to have the Steward act as the employee's representative at Step 1, the Steward shall be present during discussions concerning settlement of the grievance. Any resolution of the grievance reached between the employee and the Manager of the Department shall not be inconsistent with any of the terms of this Agreement. The Manager shall answer the grievance in writing within five (5) working days after the grievance was presented or a meeting, whichever is later. The written grievance should contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant.

Step 2: If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2 of the Procedure, the Union shall advise the Office Head or his designee in writing within five (5) working days after the Manager in Step 1. The Office Head or his designee may meet with the designated Union Representative within five (5) working days at a time mutually agreed upon to discuss the grievance. The Office Head or his designee shall answer the grievance in writing within five (5) working days following its appeal to Step 2 or the meeting, whichever is later.

Step 3: The Union may appeal the grievance to binding arbitration within five (5) working days after the Administrator of Public Affairs or his designee's answer in Step 2. The parties shall select an arbitrator from a mutually agreed to list of arbitrators. If unable to agree to a list of arbitrators, the parties shall request the Federal Mediation and Conciliation Service to supply a list of Arbitrators. Either party may reject one (1) entire panel. The parties shall alternately strike the names with the Union having the first strike. Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

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. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The Arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The Arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the Arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the Arbitrator and the cost of a written transcript, if any, for the Arbitrator shall be divided equally between the Employer and the Union. (However, each party shall be responsible for compensating its own representatives and witnesses and for purchasing its own copy of the written transcript.)

Section 2. Time Limits

No grievance shall be processed unless it is submitted within five (5) working days after either the Union or the employee concerned became aware of or should have become aware of the occurrence of the event-giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed written extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at that Step and the Union or employee may immediately appeal the grievance to the next Step. The time limits in each Step for any grievance may be extended by written agreement of the Employer and the employee or Union representative involved in each Step.

ARTICLE XI

NO STRIKE OR LOCKOUT

During the term of this Agreement, there shall be no strikes, lockouts, work stoppages, slow downs or any other forms of concerted job action, and any employee engaged in such concerted job actions shall be subject to discipline up to and including discharge.

ARTICLE XII
VACANCIES

Section 1. Probationary Period.

Newly hired employees shall serve a twelve (12) month probationary period.

Section 2. Driver's License Requirement.

All employees are required to maintain a valid driver's license, subject to the following conditions:

Employees who fail to maintain a valid driver's license shall immediately notify their supervisor of the change in license status. The employee shall continue to work and pay shall decrease by \$5.00 less per hour for a maximum of one hundred and fifty (150) days. If during the 150 days, the employee has not received a valid driver's license, they will be placed on layoff for a maximum of thirteen (13) months from the date of the loss of license. If the employee obtains his license during the layoff period, he shall be returned to his former position and applicable full rate of pay upon completion of a negative drug and alcohol test prior to returning to work. If the employee fails to obtain a valid driver's license within 13 months from the date of the loss of license, he shall be terminated. Only one (1) Cement Mason employee may be without a valid license at a time under this provision.

Section 3. Posting.

Whenever a job vacancy occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days.

A vacancy occurs when the Employer determines to increase the work force, fill a classification, or replace an incumbent. During this period, employees who wish to apply for the vacant job, including employees on layoff, shall submit follow current practice.

Section 4. Selection.

Vacancies shall be filled based upon an individual's qualifications, skills, and ability to perform the work in question.

Where qualifications to perform the required work are relatively equal, the Employer shall fill the vacancy by the employee with the greater seniority. However, current employees with less seniority who possess greater skill and ability may be considered over a more senior employee. In the event no bargaining unit employees bid or are qualified to perform the work in question, the Employer may select from an applicant outside the bargaining unit. The employer shall provide a list of bargaining unit

employees who bid on vacancies electronically to the union prior to conducting interviews.

Section 5. Selection Process.

While the Employer retains the right to promote and fill vacancies, both parties agree it is in both parties' interest for an honest and fair process to do so.

The parties agree to meet and reduce to writing an agreed upon process by which the employer will use for the purposes of promotion. Thereafter, if a change is necessary to the agreed upon process, both the Union and the Employer shall meet to discuss the changes. If, however, an agreement cannot be reached, status quo shall remain.

ARTICLE XIII
DUES CHECK-OFF

The City, upon receipt of a validly executed written authorization card, shall deduct Union Dues from the payroll checks of all employees so authorizing the deduction/check-off in an amount certified by the Union, and shall remit such deductions on a monthly basis to the Union.

The deduction/check-off for the International JATC Fund (ITF) shall not be less than 0.13% of each employees wages working under this agreement.

ARTICLE XIV
MISCELLANEOUS

Protective wearing apparel required by the particular nature of a job assignment shall be provided by the Employer. The Employer shall furnish all necessary protective clothing such as rain boots, raincoats, rain hats and gloves.

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

Plain long or short sleeve shirts (sleeveless are acceptable;
sweatshirts are acceptable).

Jeans (11 oz. or heavier) or current work pants (any color).

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

All employees covered under this Agreement shall be required to furnish and wear safety boots with steel-toed reinforcement, and Carhartt (or equivalent) coveralls as winter and/or protective wear.

Any safety equipment or wearing apparel supplied by the City shall not be altered in any manner without prior written approval of the Superintendent. Upon signing this agreement and thereafter on the anniversary of the signing of the agreement, the Employer shall order all employees five (5) short sleeved t-shirts and five (5) long sleeved t-shirts.

Employees shall be required to furnish and wear safety boots with steel-toed reinforcement, and Carhartt (or equivalent) coveralls as winter and/or protective wear. Effective March 1, 2010, the City will compensate employees \$300.00 per year for these items. If the employee was absent 30 work days or more in the previous year (March 1-February 28), the clothing allowances shall be prorated accordingly. Effective March 1, 2020, the City will compensate employees \$400.00 per year for these items.

Safety lens eyeglasses will be provided or replaced as per current practice. Prescription safety glasses will be provided or replaced by a vendor selected by the Employer. Employees who elect to use a different vendor will purchase their own frames and the Employer will provide a reimbursement of up to two-hundred (\$200.00) dollars toward the cost of prescription safety lenses. One set of lenses may be replaced each year. Additional lenses will be replaced on an "as needed" basis if the lenses have been damaged on the job.

Effective March 1, 2003, when it is necessary that an employee works for two (2) hours or more after the end or before the beginning of the regular scheduled workday, the employee shall be provided \$10.00 meal allowance at the Employer's expense, which will be included on the employees paycheck.

Removal of Discipline

Verbal and written reprimands will be removed after one year if there is no further discipline. Suspensions will be removed after five (5) years if no further discipline, with the exception of suspensions for positive drug and/or alcohol test which shall remain in the file.

Work Place Safety Incentive

Effective March 1, 2014, all employees covered under this Agreement who work safely in accordance with all safety rules, have no lost time accidents or recordable injury in a contract year, shall receive a safety incentive on March 1 of each year 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	\$1,350
11-14	\$450
15	\$1,950
16-19	\$550
20	\$2,550
21-24	\$650
25	\$3,150
26-29	\$750
30	\$3,900

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 recordable injury will receive 50% of the incentives.

Training

As needed, the Employer shall pay for ACI (American Concrete Institute) and/or ADA (Americans with Disabilities Act) Standards training for bargaining unit employees for the purposes of employees remaining in compliance with all applicable laws and regulations.

ARTICLE XV **AMENDMENTS**

This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the City, the Union and the employees. It is understood that should any provision of this Agreement be found to conflict with any law of the State of Illinois, such provision is to be considered null and void, and the remainder of the Agreement shall continue in full force and effect.

ARTICLE XVI **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 reportable event or any accident which results in a fatality, injuries requiring transportation to a medical facility, disabling

damage to any vehicle or property or a citation under state or local law for a moving traffic violation arising from an accident.

Discipline

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

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

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

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

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

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

If a drug test result is positive:

- (1) First Offense – The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
- (2) Second Offense – Any employee who test positive for drugs and/or alcohol within five (5) years of his or her previous test will be automatically terminated.

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.

ARTICLE XVII

RESIDENCY

Effective upon the signing of the 2017 agreement, the City of Springfield Residency Ordinance shall apply for any employees hired on or after the effective date of the signing of the 2017 collective bargaining agreement and to all current employees who reside within the 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. Effective November 7, 2023, the City of Springfield placed a moratorium on the enforcement of the Residency requirement under Chapter 36. Employees covered under this Agreement shall be subject to the Memorandum of Understanding attached hereto under Attachment A.

ARTICLE XVIII

ENTIRE AGREEMENT

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

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement, and all its terms and provisions, shall become effective on March 1, 2024 and shall remain in effect through February 29, 2028. It shall automatically renew itself from year to year thereafter, unless either party shall give written notice to the other party, not less than sixty (60) calendar days to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement, shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other fifteen (15) work days calendar days written notice of cancellation thereafter.

Executed this 20 day of August, 2024.

FOR THE CITY:

Misty Buscher 8/30/24
Misty Buscher, Mayor Date

FOR THE UNION:

Max Wica 8/28/2024
Date

Date

ATTACHMENT A – RESIDENCY MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS

And

OPERATIVE PLASTERERS AND CEMENT MASONS

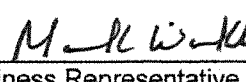
This Memorandum of Understanding ("MOU") is entered into by the Employer, **the City of Springfield** ("City"), and **Operative Plasterers and Cement Masons** ("Union"). The agreed-upon terms are as follows:

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 revisitation 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

Aug 21, 2024
Date


Business Representative
Operative Plasterers

8/28/2024
Date

2024-306

316-08-24