

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

October 1, 2023 through September 30, 2026

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AGREEMENT

This is a Labor Agreement reached between the authorized representatives of the CITY OF SPRINGFIELD, ILLINOIS, CITY WATER, LIGHT AND POWER, Springfield, Illinois and DISTRICT NO. 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, which for convenience sake, may be referred to as "CWLP" and the "Union," respectively.

ARTICLE I

GENERAL PURPOSE OF AGREEMENT

Section 1. The purpose of this Agreement is to promote the mutual interests of the City and the Union to provide for the operation of the facility under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of the 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 both parties and attached hereto and made a part of this Agreement.

ARTICLE II

RECOGNITION/JURISDICTION

Section 1. Recognition. The City will recognize the Union as the exclusive bargaining agent for all chemists in the Electric and Water Department covered by this Agreement, excluding office, clerical, guards, professional employees and supervisors as defined by the National Labor Relations Act as amended. The Employer agrees that the, Chemist I, Chemist II and Chemist III are recognized as coming within the jurisdiction of the International Association of Machinists and Aerospace Workers.

Section 2. Jurisdiction. The City recognizes the duties of sampling, analyzing, calibrating instruments, maintenance of equipment and chemical addition recommendation as coming within the jurisdiction of the International Association of Machinists and Aerospace Workers.

The union recognizes from time to time non-union employees may perform these duties but only when a bargaining unit employee is not available. However, this does not prevent the current Crafts from continuing to perform functions historically performed as of the signing of this Agreement.

ARTICLE III

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.

It is the general policy of the Employer to continue to utilize the bargaining unit members to perform work they normally perform and are qualified to perform. The Employer agrees to avoid, insofar as is practicable, the subcontracting of work performed by employees in the bargaining unit. However, the Employer reserves the right to contract out work it deems necessary because of greater efficiency, economy or other related factors.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1a. Seven and one half (7 ½) hours shall constitute the regular work day and five (5) work days (Sunday through Saturday) shall constitute a work week. A schedule will be posted for the upcoming month by the 25th of the current month. Employees may request shift trades for the weekends and the request will not be unreasonably denied. 2 work weeks schedule example, all paid at the straight-time rate:

<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
Off W(3.75) off	Work(7.5) W(3.75)	Work(7.5) W(7.5)	work(7.5) W(7.5)	Work(7.5) W(7.5)	Work(3.75) W(7.5)	Work(3.75) off

The work week shall commence with the shift beginning between 7:00 a.m. and 3:30 p.m., unless working a half day shift, then the hours shall be 7 a.m. to 10:45 am in the Electric Department. There shall be fifteen (15) minute break periods in the morning and afternoon. These breaks are to be taken in an approved break area in the facility in which the employees are working. Employees working in excess of ten (10) hours per day will have breaks at the following times:

10 hours – 1 break at 3:00 p.m. for 20 minutes

12 hours – Breaks at 2:00 p.m. and 5:00 p.m.

Employees working in excess of ten (10) hours per day will also receive a \$12.00 meal stipend.

Section 1b. Water Department Seven and one half (7.5) hours shall constitute the regular workday and five (5) workdays (within the Sunday through Saturday workweek) shall constitute a regular work week. The regular work schedule for the chemist(s) in the water department will be Monday through Friday 7:00 am to 3:30 pm with a one (1) hour unpaid lunch break. There will be a fifteen (15) minute break period in the morning and afternoon. These breaks are to be taken in an approved break area in the facility where the employee(s) is/are working.

Section 1c. Any change of the hours of work must be negotiated by the parties.

Section 2. Time and one-half will be paid for overtime which is performed over seven and one-half (7.5) hours during a given day or over thirty-seven and one-half (37.5) hours in the work week at the employee's regular rate of pay. Employees may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of ninety-six (96) hours per contract year for all actual hours worked in excess of seven and one-half (7.5) hours in a work day or over thirty-seven and one-half (37.5) in work week. Compensatory time shall be taken in one hour increments, subject to the approval of the supervisor. Compensatory time may be taken in one-half (1/2) hour increments after the use of one (1) hour. The use of compensatory time of seven and one half (7 ½) hours or less will only be subject to approval on the day that such time has been requested to be used. Compensatory time not used in a contract year shall be liquidated in cash on September 30 of each year.

Section 3. When the City assigns overtime to classifications which carry lower rates than employees earn at their regular occupations, the City shall pay the higher rate of pay. When the City assigns overtime to classifications which carry higher rates of pay, the City shall pay the higher rate of pay to the employee.

Section 4a. At the Power Plant all hours worked in excess of normally scheduled work hours shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable the employee on the job has first preference to work the assignment. Should this employee not wish to work the overtime, it shall be offered by seniority to the next employee, subject to their ability to perform the work in question. Should no one volunteer, the City may assign the most junior employee to perform the work. The City will give notice of daily overtime as far in advance as possible. Consideration will be given to supervisory request for specific individuals who have experience on a given piece of equipment or process, except when employees are working on a job that continues after their shift.

Section 4b. Water Department If there is more than one bargaining unit employee assigned to the Water Department, overtime shall be treated as outlined in Section 4a above. If only one bargaining unit employee is assigned to the Water Department, the Chemist shall first be offered the overtime. If the overtime is initially declined by the Chemist, the overtime shall be offered to the other qualified non-bargaining unit employees in the Water Department. These employees must possess the required certificates. If they decline the overtime, the bargaining unit chemist must work the overtime.

Section 5. Bargaining unit employees shall not be called for overtime (unless previously notified) when they are off for any reason (personal, sick, vacation, funeral etc.) except under extreme emergency conditions.

ARTICLE V

SENIORITY

Section 1. Seniority in this bargaining unit for all new employees hired on or after August 2, 2012 shall be defined as the date of hire into the bargaining unit. For employees certified into the bargaining unit on August 2, 2012, seniority shall be based on date of hire into the City of Springfield by classification within departments. The Filter Plant and Generating Station shall maintain separate seniority lists. The Employer agrees to furnish a list of employees and seniority rights upon request.

Section 2. The right to employ, discharge, layoff and promote employees in accordance with the provisions of this Agreement shall be vested in the Employer. Seniority shall be recognized for promotion within each respective department (Filter or Generating Station), ability and qualifications being sufficient. Employees will have preferential bidding rights within their respective department.

Section 3. Temporary layoffs due to lack of work or lack of funds, illness of the employee, or other conditions covered by FMLA or other causes beyond the control of the parties shall not affect seniority.

Section 4. All new employees shall be on probation for the first twelve (12) months of employment, during which time the City may discharge without recourse by the Union or employees. All new employees to the City of Springfield shall begin the ability to utilize benefits as defined in this agreement after (6) months.

Section 5. 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 City will pay employees covered by this Agreement in accordance with the schedule of minimum wage rates attached hereto and made a part hereof. The wage schedule 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. Employees shall receive their paychecks via direct deposit.

Section 2. For new hires, hired on or after the execution of this 2023 Agreement , starting wages shall be as follows:

Chemist 1	\$25
Chemist 2	\$29
Chemist 3	\$32.

The Employer retains the right to determine at which Chemist level an employee will be hired and when an employee will be promoted. After one year as a Chemist in the bargaining unit, at the discretion of the City, an employee may be promoted to the Water Quality Supervisor position. Individuals hired into Chemist positions shall receive annual across the board increases. However, when advancing to the higher position level, the base rates above shall remain unless otherwise negotiated.

Section 3. Annual Wage Increase. Effective October 1, 2023 through September 30, 2026, the annual across the board increases shall be as follows:

October 1, 2023	2.25%
October 1, 2024	2.50%
October 1, 2025	2.5%

Employees who continue to be employed on the execution date of this Agreement shall be entitled to retroactive pay for the October 1, 2023 increase.

Section 4. Employees called in or employees reporting for work on a regularly scheduled day off shall be guaranteed at least two (2) hours' work or two (2) hours' pay.

Section 5. If offsite sampling is required, the Employer will provide a city car for the employee's use.

Section 6. Upon completion of a certification such as Hazmat and Asbestos or for obtaining a Class A license, an additional two (2) dollars an hour increase shall be added to the employee's rate of pay when wearing a level A suit for Hazmat or Asbestos work performed, excluding training.

Section 7. Effective October 1, 2015, longevity will be added but will not compound the hourly rate of pay for purposes of across-the-board increases. \$.50 per hour will be added after the completion of 15 years, and an additional \$.50 per hour will be added after the completion of 25 years in the bargaining unit. Bargaining unit time is intended to refer to City time for the purpose of defining years in this clause for current employees. For new employees hired on or after the effective date of this agreement, bargaining unit time shall be years in the bargaining unit.

Section 8. Any Chemist 2 that is required to work on a weekend shall receive an additional two (2) dollars per hour increase for all hours worked on a Saturday and/or Sunday.

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 on their anniversary date.

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

- a) Ten (10) days per year commencing upon the beginning of employment and ending upon the completion of six (6) years of employment.
- b) Fifteen (15) days per year commencing upon the beginning of seven (7) years of employment and ending upon completion of eleven (11) years of employment.

- c) Sixteen (16) days per year commencing upon the beginning of twelve (12) years of employment and ending upon the completion of thirteen (13) years of employment.
- d) Seventeen (17) days per year commencing upon the beginning of fourteen (14) years of employment and ending upon the completion of fifteen (15) years of employment.
- e) Eighteen (18) days per year commencing upon the beginning of sixteen (16) years of employment and ending upon the completion of seventeen (17) years of employment.
- f) Nineteen (19) days per year commencing upon the beginning of eighteen (18) years of employment and ending upon the completion of nineteen (19) years of employment.
- g) Twenty (20) days per year commencing upon the beginning of twenty (20) years of employment and ending upon the completion of twenty-one (21) years of employment.
- h) Twenty-one (21) days per year commencing upon the beginning of twenty-two (22) years of employment and ending upon the completion of twenty-three (23) years of employment.
- i) Twenty-two (22) days per year commencing upon the beginning of twenty-four (24) years of employment and ending upon the completion of twenty-five (25) years of employment.
- j) Twenty-three (23) days per year commencing upon the beginning of twenty-six (26) years of employment and ending upon the completion of twenty-seven (27) years of employment.
- k) Twenty-four (24) days per year commencing upon the beginning of twenty-eight (28) years of employment and ending upon the completion of twenty-nine (29) years of employment.
- l) Twenty-five (25) days after thirty (30) years of service.
- m) Vacation shall accrue monthly.

Six (6) months following initial employment, new employees may use accrued vacation time.

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. Plant operation shall not be jeopardized by allowing too many to go on vacation at one time. One day vacation requests will be granted after the schedule is posted if known overtime is not created at the time of the request and a minimum of 24 hours is provided. Employees of a different division may take vacation time not in conjunction with other department. Vacation time can be taken in increments of $\frac{1}{2}$ day.

Employees shall be compensated at their current hourly rate at the time they are leaving the service of the Employer for all accrued but unused vacation time. Employees who are unable to use vacation due to work injury shall have such time carried over into the next year.

Section 2. Sick Benefits

- A. Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this agreement shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month, including prior service up to a maximum of three hundred (300) days sick leave. Employees shall be compensated in cash at a ratio of five (5) days 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 who have a minimum of thirty-two (32) days may exchange up to ten (10) sick days for five (5) vacation days. Employees may not drop below thirty (30) sick days when trading. Employees hired on or after August 2, 2012, will not be paid for unused sick time when they are permanently separated from employment as a result of retirement or death.
- B. Sick leave may be used for illness, disability or injury to the employee, appointment with the doctor, dentist or other medical practitioner, quarantine, or serious illness or disability in the employee's immediate family which requires the employee's personal care or attention. Employees shall make every effort to schedule non-emergency medical examinations outside of normal working hours. If this is impractical, the employee shall inform his/her supervisor of such examination as far in advance as practical. Verifications shall be made pursuant to subsection D of this Agreement.
- C. It shall be the responsibility of the employee to see that his/her Supervisor is notified of his/her illness and his/her inability to work prior to the beginning of his/her work shift. If the employee is absent for one (1) or more days, he/she shall sign an "Ordinary Disability Report" certifying to the nature of his/her illness. One copy of this report is placed on file with the appropriate office.
- D. If the employee shall be absent or on sick leave for three (3) days or more, he/she shall furnish a doctor's certificate reflecting the reasons for his/her absence. When a person has used thirty (30) days' sick leave time to which he/she is entitled under this Agreement, all benefits under the IMRF shall be available to him/her or he/she may use the balance of accrued sick leave time.
- E. Members of the bargaining unit shall be provided the same group health and life insurance benefits for the employee and his/her dependents as all other employees of the City of Springfield at the same premium rate. Life insurance is for the employee only. The Union agrees to participate in any insurance committee process for determining future insurance benefits and associated premiums for their members. In the event the Labor/Management Health Insurance Committee is dissolved; the parties agree to meet for the purpose of discussing and/or negotiating over the employee health insurance plan.
- F. 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).

Section 3. Employees with a minimum of one calendar year of service will be granted two (2) personal days prior to a contract year and if they do not use over one day sick leave or are not absent without pay during an ensuing contract year shall be granted three (3) bonus leave days with pay between January 1st and December

31st of the succeeding contract year. Sick days taken under the Family Medical Leave Act will be considered when determining eligibility for this bonus time.

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, which may be taken to in half or full day increments. Less than twenty-four (24) hour notice may be approved by the Employer when staffing levels allow, or exigent circumstances exist.

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 and/or bonus days shall be used within the accrued calendar year.

ARTICLE VIII

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 Worker's Compensation or Occupational Diseases Act, shall be compensated as provided in the applicable Act, as it may from time to time be amended. The employee will receive full time for the day of injury.

Section 2. All employees covered by 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 30th through the duration of the Agreement. The incentive shall be administered as follows:

<u>Years Successive Safe Work</u>	<u>Incentive</u>
1-4	\$ 250.00
5	\$ 750.00
6-9	\$ 350.00
10	\$ 1,350.00
11-14	\$ 450.00
15	\$ 1,950.00
16-19	\$ 550.00
20	\$ 2,550.00
21-24	\$ 650.00
25	\$ 3,150.00
26-29	\$ 750.00
30	\$ 3,900.00

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.

ARTICLE IX
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/her request for leave, shall be considered to have abandoned his/her 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 benefits.

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 in accordance with the Law, 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 the annual training, the employee shall be paid his/her 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/her former position, including all of his/her 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. 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 certified that the leave is a bona fide 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 (within the guidelines of HIPPA) and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the expected duration of the disability. If the Employer has reason to believe the employee is able to perform his/her regular assigned duties and the

employee's physician certified him/her 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 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 of Springfield.

Section 4. Jury Duty. An employee who loses time from work during his/her regularly scheduled hours because of jury duty shall be paid his/her 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 hours from the start of their shift shall return to work upon said release.

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

Section 5. Funeral Leave/Memorial 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 covered relatives: spouse, child, stepchild, mother, father, sister, brother, step-mother, step-father, step-brother, step-sister, grandparents, grandchild, 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 day spent in making funeral arrangements, attending the funeral or memorial, and traveling to and from the funeral or memorial. Employees must notify the Supervisor 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 or memorial he/she attended and the relationship to him/her of the deceased.

Employees attending a funeral as specified in the preceding paragraph 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 or memorial leave shall not exceed five (5) working days per occurrence. The use of sick leave in conjunction with funeral or memorial leave shall not be taken into consideration for purposes of determining the number of sick days (instances) used per year of eligibility for the sick leave bonus.

Funeral leave is limited to two (2) occurrences for each funeral/memorial leave.

Section 6. Union Business. One bargaining unit employee who may be elected to or appointed to office in the Local or International Union that will required him/her to absent himself/herself from duty to the Employer, shall upon leaving that office be reinstated to his/her former position, including all his/her seniority rights, provided that he/she 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/her. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local or International Union.

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

Shop Stewards 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 Stewards shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Shop Stewards shall be allowed reasonable time off without pay for preparation for contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay. Designated bargaining unit employees shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the Employer.

Section 7. New Employee Orientation. The Union Chairperson for the applicable bargaining unit shall be provided up to thirty (30) minutes for each new hire during the new hire orientation process conducted by CWLP.

ARTICLE X

HOLIDAYS

Employees working holidays shall be paid at the rate of seven and one-half (7.5) 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. Only one employee will be required to work a holiday and testing will generally consist of the "short" work required for operation.

Holidays shall include:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Good Friday
Easter Sunday (if worked)*
Memorial Day (day observed by the City)
Juneteenth
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day

December 24
Christmas Day

*Employees who work Easter Sunday shall be paid double time for all hours worked and receive straight time holiday pay for all hours worked. Employees who do not work on Easter Sunday shall receive no additional benefit.

If the holiday falls within an employee's regularly scheduled vacation period, the employee shall not be charged a vacation day for the holiday. The holidays will be observed on the days the City observed. If the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. 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.

ARTICLE XI

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 (5) working 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.

1. The Employer may notify the Union of the dates and times of all meetings concerning such grievance.
2. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

ARTICLE XII

DRUG AND ALCOHOL TESTING

Section 1. Drug and Alcohol Testing. All employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any OSHA recordable accident or accident which results in a fatality, injuries requiring transportation to a medical treatment facility, disabling damage to any vehicle or property or a citation under State or local law for a moving traffic violation arising from an accident.

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

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

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

3. Third Offense – The employee will be terminated.

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

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

* If 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 tests positive for drugs within five (5) years of his or her previous 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 a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

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

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

5. A statement of expected work-related behaviors prior to returning to work.

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

Section 5. Confidentiality. Information and records relating to positive drug 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 to the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

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 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

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 XV

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 XVI

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 XVII

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 XVIII

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 Action Acts, laws and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disability Act.

ARTICLE XIX

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 XX

LAYOFF/RECALL/SEVERANCE

Section 1. Layoff/Recall. The Employer has the right to employ, layoff, 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. An employee to be laid off shall be notified two (2) weeks in advance of such action. In the event a layoff is necessary, the names of the employees laid off shall be placed on a recall

list for a period of thirty-six (36) months. Recall shall be according to the inverse order of their layoff, provided they are presently qualified to perform the work. The employee shall notify the Employer of his/her intention to return within five (5) working days after receipt of a notice of recall by certified mail.

Section 2. Severance. 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 pursuant to the terms of Article VII, Section 2(a) with the exception of the condition requiring death or retirement, 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 XXI

JOB DUTIES

DUTIES OF CHEMISTS 1 and 2

- A. Receive general instructions from Supervisor or designee and see that they are properly executed to guarantee the most efficient, economical and safe operation of the Generating Facility and Water Purification Plant.
- B. Perform and interpret chemistry analysis.
- C. Coordinate the set up and help coordinate the chemical cleaning of boilers (Generating Facility Only).
- D. Recommend the chemical additions and/or changes for water treatment from analysis results.
- E. Assist in the development and update of all laboratory methods and procedures.
- F. Assist in proper training of laboratory personnel.
- G. Perform calibration and routine repair of laboratory and plant analytical instrumentation.
- H. Perform and maintain IDPH certification for the microbiological analysis of City drinking water (Water Purification Plant Only).
- I. Collect, prepare, and send all required IEPA laboratory samples (Water Purification Plant Only).
- J. Perform other duties as assigned by Supervisor.

DUTIES OF CHEMIST 3

- A. All duties as Outlined under the Duties of Chemist 1 & 2.
- B. Validate acquired data.
- C. Assign daily routines for laboratory personnel.
- D. Oversee the calibration and routine repairs of laboratory and plant analytic instrumentation
- E. Update the Supervisor daily on status of lab.
- F. Meet with vendors and chemical suppliers when necessary.
- G. Oversee acquisition of all lab supplies, chemicals and preparation of ordinances for larger purchases.
- H. When necessary, supervise the escorting and delivery of chemical inventories and outside contractors performing maintenance on equipment.
- I. Prepare all water quality reports on the City's drinking water (Water Purification Plan Only).

ARTICLE XXII

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. Should the residency ordinance be reversed during the term of this agreement, this provision will become null and void. Should the residency ordinance be amended, the union maintains the right to negotiate any such modification that affects terms and conditions of employment when the amendment occurs.

ARTICLE XXIII

DURATION, AMENDMENT AND TERMINATION


Section 1. Term. This Agreement shall be effective from October 1, 2023 and shall continue in full force and effect until midnight September 30, 2026, unless not more than one-hundred twenty (120) days, but not less than sixty (60) days prior to September 30, 2026 or any subsequent September 30, either party files written notice to the other of its intention to amend or terminate this Agreement. Negotiations for a new Agreement shall begin within thirty (30) days of such notice.

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 XXIV

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

Date Signed: 7/17/24


Business Agent, Local Union No. 9
International Association of Machinists
and Aerospace Workers AFL-CIO

Date Signed: 7-16-24

Memorandum Of Agreement

Hours of Work for Generation

Trial Period on Work Schedule

Notwithstanding the current contract language of Article IV Hours of Work and Overtime Section 1(a) of the 2023 Collective Bargaining Agreement, effective upon execution of the Agreement, the following shall apply:

Three Chemists Work Schedule

- a. When three (3) or more employees are assigned to work in Generation, the work schedule shall be a rotating schedule (see attached) with 3.75 hours on weekends (Saturday afternoon or Sunday morning, at the discretion of the employee, unless designated by the Employer due to operational need) which shall be part of the regular work schedule of thirty-seven and one-half (37 and ½) hours. Pay for hours worked on the weekend as part of the regular schedule, over and above one (1) weekend per month (excluding trade time) for any employee shall include an extra half-time pay (or 1 and ½ hours of regular straight time pay total for each hour) for the three and three quarter (3.75) hours worked on the weekend.
- b. Breaks and meals shall be as outlined in the contract.
- c. Overtime will be paid per the contract.

Two Chemists Work Schedule

- a. When two (2) employees are assigned to work in Generation, the work week shall consist of thirty-seven and one-half (37.5) hours per week, Monday through Friday, plus three and three-quarter (3.75) hours on weekends (Saturday afternoon or Sunday morning, at the discretion of the employee, unless designated by the Employer due to operational need). Pay for the regularly scheduled weekend work (3.75 hours) will be paid at time and one-half (1 and ½) times the regular straight time hourly rate for all hours worked over and above thirty-seven and one ((37.5) hours per week.
- b. Breaks and meals shall be as outlined in the contract.
- c. Overtime will be paid per the contract.
- d. The current two (2) Chemist 3s employed, on the execution date of the 2023 Agreement and assigned to work in Generation, will be paid an extra .50 per hour for all hours worked during any

period when only two (2) employees are assigned to work in Generation during the term of this Agreement.

2. Either party may terminate this Agreement with thirty (30) days' notice to allow for an opportunity to reach an agreement on a new schedule. If the parties fail to reach an agreement, the schedule reverts to the contractual work schedule set forth in the 2023 Agreement.

City of Springfield

International Association of Machinists
and Aerospace Workers



Dated: 7/17/24



Dated: 7-16-24

Memorandum Of Understanding
Promotion to Chemist 3 in Water Department

The City of Springfield and IAMAW are parties to a Collective Bargaining Agreement ("Agreement") covering the Chemists that expired on October 1, 2023;

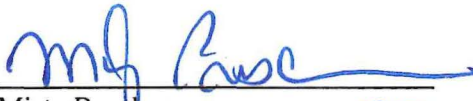
The Agreement contained language restricting the ability to promote Chemists regardless of the responsibilities assumed;

As part of the negotiations, the parties have agreed to remove the timeframe restricting promotions;

As such, the parties agree as follows:

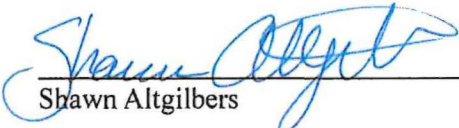
In recognition of the responsibilities and job duties performed, and in consideration of the removal of language in the contract that previously precluded promotion in spite of the job duties and responsibilities, the Chemist 2 in the Water Department will be promoted to a Chemist 3 effective upon signing.

City of Springfield

By: 
Misty Buscher *GEM*

Dated: 7/17/24

IAMAW

By: 
Shawn Altgilbers

Dated: 7-16-24