

**LABOR AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES
AND
LOCAL UNION NO. 477
THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
October 1, 2022 – September 30, 2027
City of Springfield**



LiUNA! LOCAL
477
Feel the Power

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ARTICLE 1

GENERAL PURPOSE OF AGREEMENT

- Section 1. The general purpose of this Agreement is to promote the mutual interests of the City and the Union to provide for the operation of the Utility under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.
- Section 2. It is recognized by the Agreement to be the duty of the City and of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.
- Section 3. Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement.
- Section 4. Occupational Scope. This Agreement covers all jurisdictions of work of the Laborers' International Union of North America as set forth in the Articles of Agreement Covering Building Construction with Central Illinois Laborers' District Council and Central Illinois Builders of the Associated General Contractors. Material pick-up, stockpiling and distribution is the jurisdiction of the laborers.
- Section 5. Performance of Work by Employees in the Bargaining Unit. The employees in the Bargaining Unit and only such employees shall perform work covered by this Agreement under Section 3 of this Article. Temporary employees may perform work similar to that being performed by Union members.

ARTICLE 2

UNION DUES AND FAIR SHARE

- Section 1. The Employer shall continue to deduct Union dues and transmit the same to the Local in the same manner as has been the practice of the parties. In the event that an employee covered by the terms of this Agreement shall not voluntarily sign a check-off authorization or in the event that an Employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary check-off in the amount previously certified providing the Union specifies the method used in calculation of the check-off amount to the Employer by the Secretary of the Union as the fair share amount of collective bargaining costs, which shall not exceed 85 percent of Union dues, and promptly

forward such sums to the Union(s) provided such check-off is consistent with current law. Fair share deduction for new employees who do not voluntarily sign a check-off authorization shall commence within thirty (30) days after the employee's start date. Should an Employee object to this procedure based upon bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, that Employee may be required to pay an amount equal to his fair share to a nonreligious charitable organization mutually agreed to by the affected Employee and the Union. If the Employee and the Union are unable to agree upon a nonreligious charitable organization, the payments may be made to any of the following organizations: The Heart Fund, Muscular Dystrophy or the American Cancer Society. The Union shall indemnify and hold harmless the Employer from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section.

Section 2. The Union shall certify to the City and provide the City with satisfactory proof of the amount of the "fair share" payment and the membership dues payment at least annually.

Section 3. The Employer shall pay the Union for the amounts withheld from each employee paycheck according to the current practice. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

ARTICLE 3

WAGES

Section 1. Effective January 1, 2016, paychecks shall be issued to employees via direct deposit to an institution of the employees' choosing.

Effective October 1, 2004, \$0.35 will be added to the continuing education incentive. In return, all bargaining unit employees will be trained by the Union and certified in asbestos abatement and removal. The Union will also pay for the required annual physical evaluation. Employees hired on or after October 1, 2015 shall not receive this pay.

1. October 1, 2022 = 2.00% wage increase over base rate + \$1500 Lump Sum upon execution of the contract.
2. October 1, 2023 = 2.00% wage increase over base rate
3. October 1, 2024 = 2.00% wage increase over base rate
4. October 1, 2025 = 2.25% wage increase over base rate
5. October 1, 2026 = 2.25% wage increase over base rate

Foreman Rate Differential

The foreman hourly differential shall be to \$2.00 dollars hourly.

It is recognized that the parties of this agreement, when negotiating a successor agreement may go beyond the expiration date of this agreement. In that case, should the parties negotiate retroactive pay, that retroactive pay shall be limited to those employees still in the active, full-time service of the department on the date of the execution of this agreement.

Section 2. This wage schedule shall remain in effect from year to year unless terminated on any anniversary date by either party by giving not less than sixty (60) days written notice by registered mail.

Section 3. All employees hired after June 1, 1993, shall receive the hourly rate provided for in this Agreement or the prevailing hourly rate, excluding pension and welfare contributions, as certified by the Illinois Department of Labor for Sangamon County, whichever is less. Any new Journeyman hired on or after October 1, 2014, shall receive the prevailing hourly rate, excluding pension and welfare contributions, as certified by the Illinois Department of Labor for Sangamon County. Any Journeyman hired on or after October 1, 2014, who is promoted to Foreman shall be paid \$1.50/hr above his Journeyman hourly base rate of pay at the time of promotion and negotiated increases shall apply thereafter.

Section 4. Journeymen hired on a temporary basis shall be paid the prevailing rate for their classification, including Pension and Welfare contributions, as certified by the Illinois Department of Labor for Sangamon County. Temporary employees will not be eligible for any other benefits provided for in this Agreement, including compensatory time.

ARTICLE 4 **HOURS OF LABOR**

Section 1. Eight (8) consecutive hours between the hours of 7:00 a.m. and 3:30 p.m., shall constitute a day's work. Thirty (30) minutes shall be allowed for an unpaid lunch period. Lunch will normally be taken from 12:00 p.m. to 12:30 p.m. unless operational needs dictate otherwise. Forty (40) hours shall constitute a normal work week and all permanent employees working under this Agreement are entitled to full employment.

The employer may change the hours of work if other work groups that laborers regularly work with change their hours of work. (These hours of work should be the same as the other work groups if there is a change in hours of work.)

Section 2. All employees shall receive their hourly rate of pay for moving from one job to another during working hours.

Section 3. All regular overtime shall be paid for at the rate of time and one-half. All emergency overtime work shall be paid at the double-time rate. Emergency overtime shall be defined as any overtime work employees are asked to perform without having at least four (4) hours advance notification of such work, with the following exception: work during an employee's regular lunch period. It is also understood that the four (4) hours notification shall not apply on a regular work day when the Employer gives notification of work to the employee any time prior to the lunch period. All work on Sundays or Holidays shall be at the double time rate. All overtime for employees hired on or after October 1, 2015, shall be at the time and one-half rate except for Sundays and Holidays.

In the event an employee is required to work in excess of eight (8) hours in any workday or forty (40) hours in any workweek, the employee shall receive time and one-half the employee's regular hourly rate.

Pre-scheduled overtime shall be offered on a rotating basis in accordance with seniority among those qualified employees who normally perform the work, beginning with the most senior employee who was not offered overtime the last time overtime was offered. If such employee declines the overtime opportunity, the Employer shall assign the overtime to the least senior employee who has not been directed by the Employer to work overtime until all employees have been required to work overtime. Overtime offered but refused shall be recorded as overtime worked in regards to eligibility for future overtime assignments.

Effective March 1, 2011, with the exception of employees during their first 12 months of employment, an employee may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of 120-hours per contract year. Overtime may be split between compensatory time and pay at the employee's discretion. Compensatory time shall be taken in four hour increments, at the beginning of the work day or the beginning of the second half of the work day, subject to the approval of the supervisor. Employees may not carry over more than eighty (80) hours per contract year per employee. Compensatory hours not used shall be liquidated in cash on September 30 of each year.

ARTICLE 5

HOLIDAYS

Section 1. Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January), Lincoln's

Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for the employees who are regularly assigned shift work), Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall. Other employees will observe all holidays on the day on which they fall or are legally celebrated. It is also agreed that should a holiday fall on a Saturday, the preceding Friday shall be celebrated by all employees who do not work Saturday, except as otherwise noted in this Agreement. When Christmas falls on Saturday, Thursday and Friday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Sunday, Friday and Monday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Monday, Monday and Tuesday will be celebrated as Christmas Eve and Christmas. A holiday schedule will be posted each calendar year.

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

ARTICLE 6

GENERAL WORKING CONDITIONS

Section 1. When two (2) or more employees are employed on the job the Employer shall select one of them as Foreman.

Section 2. When one (1) or more employees are employed on the job the Union shall select one of them as Steward.

Section 3. The wage scale for permanently employed Laborers shall be established as per Article III of this Agreement.

Section 4. All members of the Union shall leave for the job site at the regular starting time and shall cease work in time to return by the regular quitting time.

Management and the Foreman, by mutual agreement shall determine the time necessary for the return trip.

(a) All members shall eat lunch at the job site or the nearest available facility at the Utility within a five (5) minute drive.

Section 5. The time going to and from the job site where work is in progress shall be considered as part of the working day.

Section 6. In the event a time clock or a check system is ever set up on a job, members shall check in and out on the Employer's time.

Section 7. Employees shall not be required to work outside in severe cold, stormy and rainy weather except such work as is necessary to carry on regular, continuous service or in the case of an emergency. The Superintendent in charge shall be the judge of work to be performed in order to maintain continuous service or in the case of an emergency. Severe cold weather shall be defined as 5 degrees F or below. A wind velocity of one mile per hour shall be equivalent of minus one-half degree; e.g., 10 degrees F with a wind velocity of 20 miles per hour is equivalent to 0 degrees F. Wind gusts shall not be used in applying this formula. It shall not be considered severe cold weather when it is 15 degrees F or above regardless of the wind velocity. Temperature and wind velocities of the Weather Channel shall be used to determine severe cold weather as defined above. This cold weather clause shall not apply when laborers are required to work with other crafts and these other crafts are working in the weather.

Section 8. The Employer will supply employees covered by this Agreement three (3) summer and three (3) winter uniforms on April 1 and October 1 respectively each year. When employees are required to work in cold weather, insulated coveralls will be issued on an as needed basis. Employees will be expected to take due care of these uniforms and will be required to wear these uniforms at all times.

Section 9. The Employer shall provide one hundred percent (100%) of safety shoes or boots. Employees are required to wear these boots at all times. These boots shall be replaced on an as needed basis only upon return of the damaged or worn out boots and only if the Employer agrees on the need for replacement. Replacement of said boots shall be from the approved list maintained at the Safety Office. Employees shall be provided the above safety boots in lieu of the present safety shoe program in which the employee must pay sixty percent (60%) of the cost of these safety shoes.

Section 10. Men required to work two (2) hours after their regular quitting time shall be furnished a meal at Employer's expense.

Employees required to work in excess of two (2) hours after their regular quitting time shall be granted an allowance of \$10.00 per meal for all meals earned. Meals shall not include any alcoholic beverages if the employee is returning to work. When employees are returning to work, a maximum of one (1) hour shall be allowed to eat the meal and meals shall be purchased in the area of town in which the crew is working.

Section 11. 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.

ARTICLE 7

VACATIONS

Section 1. Vacation leave per year with pay will accrue according to the following schedule:

After six months	5 days
1 through 7 years	10 days
8 through 11 years	15 days
12 through 13 years	16 days
14 through 15 years	17 days
16 through 17 years	18 days
18 through 19 years	19 days
20 through 21 years	20 days
22 through 23 years	21 days
24 through 25 years	22 days
26 through 27 years	23 days
28 through 29 years	24 days
30 or more years	25 days

Section 2. New employees hired will be entitled to five (5) days vacation at the conclusion of six (6) months of employment. This five (5) days is part of the employee's first year's vacation and may be used after six months or used as stated in the following paragraph.

Vacation may be taken between an employee's anniversary date of one year and his anniversary date of the succeeding year. Vacations can be taken in three (3) periods, with three (3) or more vacation weeks in the calendar year. Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. The Utility operation shall not be jeopardized by allowing too many to go on vacation at one time. Effective June 1, 2016, unused vacation time shall be cashed out and rendered to the employee upon separation from employment pursuant to the Illinois Wage Payment and Collections Act.

The Supervisor in charge, at his discretion, may allow an employee a different division of vacation time, if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

An employee leaving the service of the Utility shall have his vacation time prorated according to the number of days accrued from their last anniversary date.

Section 3. Employees will be granted (3) three personal days per year that may be taken at the employee's discretion. New employees must be on the payroll at least (90) ninety days before being eligible for one (1) personal day; one hundred eighty (180) days for two (2) personal days; and two hundred seventy (270) days for three (3) personal days. Employees 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. Effective October 1, 2008, employees in the bargaining unit for 270 days or more will receive 1 additional personal day. Effective October 1, 2009, employees in the bargaining unit for 270 days or more will receive 1 additional personal day. Any employee hired on or after October 1, 2015, will be granted (3) three personal days per year that may be taken at the employee's discretion. New employees must be on the payroll at least (90) ninety days before being eligible for one (1) personal day; one hundred eighty (180) days for two (2) personal days; and two hundred seventy (270) days for three (3) personal days.

ARTICLE 8

LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

Section 4. Jury Duty. An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service,

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

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

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

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

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

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

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

determining the number of sick days (instances) used per year or eligibility for the sick leave bonus.

Section 6. Union Leave/Business. Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer shall upon leaving that office be reinstated to his former position, including all his seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

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

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the employer. A maximum number of one (1) employee will be released from duty with pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

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

ARTICLE 9

SICK BENEFITS

Section 1. 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% pay per month, including prior service up to a maximum of ninety (90) days sick leave. Beginning October 1, 1983 a maximum accumulation of Two Hundred Ten (210) days sick leave will be allowed. The difference from ninety (90) days to Two Hundred Ten (210) days shall be for accumulation only and shall not be included in the retirement or death compensation referred to in Section 2 of this Article. Employees hired on or after 10/1/2012 will not be eligible for payment of unused sick days upon retirement.

It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his inability to work prior to the start of the work shift. If the employee is absent for one (1) or more days he shall sign an Ordinary Disability Report certifying the nature of his illness. One (1) copy of this report is placed on file by his Supervisor, one (1) copy is referred to the Payroll Department and a third copy is sent to the Business Manager of his Local Union. Sick leave shall not be considered as a privilege or vested right which employee may use at his discretion but shall be allowed in case of necessity and actual illness, legal quarantine or disability of the employee or illness in his immediate family, or to receive dental or medical care.

The Employer shall provide an insurance program for its employees and their dependents which includes hospitalization, doctor's care and life insurance. Bargaining unit employees shall be provided the same group health and life insurance benefits as all other employees of the City of Springfield at the same premium rate.

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

Section 2. Employees shall not be compensated for more than three (3) days in any contract year (October 1 to September 30) for illnesses which do not require a doctor's certificate. Employees who have accrued sick leave at the time of retirement or death or termination shall be granted five (5) days compensation for every twelve (12) days of accrued sick time up to a maximum of ninety (90) days. Employees who have accrued thirty (30) days sick leave at any time prior to the contract year and do not use more than one (1) day sick leave or are not absent without pay during the ensuing contract year shall be granted two (2) days leave with pay between October 1 and September 30 of the succeeding contract year. Employees who have accrued sixty (60) days sick leave at any time prior to the contract year and do not use more than one (1) day sick leave or are not absent without pay during the ensuing contract year shall be granted three (3) days leave with pay between October 1 and September 30 of the succeeding contract year. Employees who have accrued ninety (90) days sick leave at any time and do not use more than one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay between October 1 and September 30 of the succeeding contract year. Such leave shall be taken on consecutive work days. Employees who have accrued sick leave at

the time of retirement or death or termination, shall be granted five (5) days compensation for every twelve (12) days of accrued sick time up to a maximum of ninety (90) days. Effective October 1, 2012, sick days used under FMLA shall be counted against an employee for determining his/her eligibility for personal bonus days

Section 3. Employees using 3.5 sick days or less will receive a \$250.00 bonus at the end of the corresponding contract year.

Section 4. After accumulating 32 days of sick leave, employees upon written request may exchange sick days for vacation days at a rate of two (2) sick days for one vacation day. Each vacation day so earned must be used as a vacation day within the vacation year of the exchange or be forfeited. The number of sick days exchanged per vacation year shall not exceed 10 days and at no time shall the number of days of accumulated sick leave be so reduced to less than 30 days. No payment shall be made for vacation days acquired hereunder if not used within the vacation year.

Section 5. This disciplinary procedure will be based on the number of instances of absence during the previous twelve (12) month period. An instance is defined as any period of absence. An instance could be as little as 1/2 day sick time or any unlimited amount of sick time. An instance could also be considered several separate instances related to the same illness or treatment.

- 7 instances - verbal warning
- 8 instances - written warning
- 9 instances - 1 day suspension
- 10 instances - 5 day suspension
- 11 or more instances - greater than 5 days suspension or termination

Section 6. Benefit Time Donation. Employees shall be allowed to donate vacation and/or sick time to co-workers who are suffering from documented serious health issues. The employee receiving such donation must have no benefit time of their own available.

Employees donating sick time must have a minimum of 31 days of sick time available as of the close of business on the day such days are donated. Employees may donate an unlimited amount of sick days but must maintain at least 30 sick days.

Employees donating vacation days must have a minimum of 6 vacation days as of the close of business on the day such days are donated. Employees may donate an unlimited amount of vacation days but must maintain at least 5 vacation days.

Donated days shall only be used as sick days. Employees receiving days shall be paid at their current rate of pay.

Employees wishing to donate days must complete a time off sheet and designate the days as a donation. Donated days will not be considered in determining an employee's eligibility for the bonus days as provided in this contract.

Donated days not used by the donee shall be credited back to the donor in the inverse order in which they were donated.

Prior to accepting any donated days, the Union and the Human Resources Department shall first be notified. For each case of a benefit time donation, a memorandum of understanding shall be signed by both the Union and Employer.

In the event that the City establishes a sick leave bank, the above language will become null and void and employees will be given an opportunity to participate in said bank.

ARTICLE 10

DUTY DISABILITY

Section 1. Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended, provided that the first three (3) days of such disability shall be at full salary. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between compensation payable under the above-mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work related injuries which cannot be resolved between the employer and employee shall be decided under the procedures of the Illinois Industrial Commission. Employees who are on duty disability leave for longer than sixty (60) calendar days shall not accrue benefits unless specifically awarded pursuant to the Workers' Compensation Act, award, or settlement.

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

Section 3. Safety Incentive. Effective September 30, 2015, all employees covered under this agreement who work safely in accordance with all safety rules, and have no lost time accidents or an OSHA recordable injury in a contract year, shall receive a safety incentive beginning on September 30, 2016. Should all members achieve the individual safety incentive, then those who achieved the individual safety incentive shall receive the additional group incentive amount as stated below. The incentive shall be administered as follows:

<u>Years</u>	<u>Individual</u>	<u>Group</u>
1-5	\$400	\$150
6-10	\$500	\$200
11-15	\$600	\$250
16-20	\$700	\$300
21-25	\$800	\$350
26-30	\$900	\$400
30+	\$1000	\$450

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 lost time accident or OSHA recordable injury will receive 50% of the initiatives. Years prior to 12/1/2015 do not count for purposes of determining the incentive.

ARTICLE 11

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 12

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 overall budget, the manner of exercise of its functions, and the direction of its workforce and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement.

ARTICLE 13

SENIORITY

Section 1. The right to employ, discharge and promote employees in accordance with the provisions of this Agreement shall be vested in the Employer. After one (1) year of continuous service, seniority shall be recognized and the senior employee of Local Union No. 477 of the Utility shall be given preference, ability and qualifications being sufficient. The first six (6) months of employment shall be considered a probationary period, during which time the Employer may discharge any employee whose work is not acceptable to the Employer.

ARTICLE 14

NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental disability. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

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

ARTICLE 15

ELECTION OF REMEDIES

Section 1. 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 16

TEMPORARY ASSIGNMENT

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

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

ARTICLE 17

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 submission in Step 1, the grievance shall be submitted in writing within five (5) working days to the Manager of the Department by the Local Union.

Step 3. If the grievance is not resolved satisfactorily within five (5) working days after submission to Step 2, the Local Union shall submit the grievance in writing within five (5) working days to the General Manager or his designee.

Step 4. If the grievance is not resolved satisfactorily at Step 3 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article XVIII. 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 must 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 18 **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 American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

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

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

Section 3. The fees and expenses for the arbitrator's services, if any shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his/her award how his/her fees and expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

ARTICLE 19

NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slow downs, sympathy strikes or other disruptive activity for any reason by the Union or by any employee and there shall be no lockout by the employer.

Section 2. Nothing in this Agreement shall be construed to limit or restrict the right of the Union or the Employer to pursue fully any and all remedies available under law in the event of a violation of this Article.

Section 3. The quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at the place of employment of such employee shall not be deemed a strike under this Contract.

ARTICLE 20

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 21

LAYOFF/RECALL

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

ARTICLE 22

LABOR MANAGEMENT MEETINGS

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

ARTICLE 23

DRUG AND ALCOHOL TESTING

Section 1. Effective 10/1/12 all employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any accident report or any accident which results in fatality, injuries requiring transportation to a medical facility,

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

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

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

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

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

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

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

If a drug test result is positive:

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

Any employee who does not test positive for drugs and/or alcohol within five (5) years of his or her previous test will be treated as if the first positive test did not occur.

- (2) Second Offense – Any employee who test positive for drugs and/or alcohol within five (5) years of his or her positive test will be automatically terminated.

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

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

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

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

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

Section 5. Confidentiality. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanation provided by the Medical Review Officer (MRO) shall be confidential. Such records and explanations may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

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

ARTICLE 24
AMENDMENT, DURATION AND TERMINATION

Section 1. Term. This Agreement shall become effective October 1, 2022 and shall be extended on a four (4) year period to September 30, 2027. It shall continue in effect from year to year thereafter, unless notice for amendment or termination is given in the manner provided herein.

Section 2. Notice to Amend or Terminate. Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the termination date.

ARTICLE 25
CONCLUSION


The foregoing is a true and accurate Agreement of the verbal understanding reached between the authorized representatives of the Utility and Local Union No. 477.

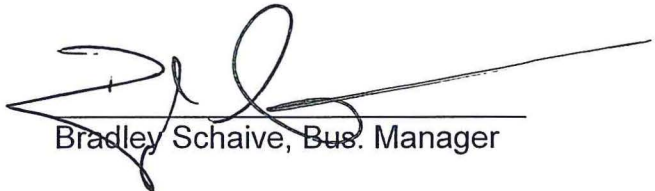
FOR THE EMPLOYER:

FOR THE UNION:

CITY OF SPRINGFIELD

LABORER'S LOCAL 477


James O. Langfelder


Bradley Schaive, Bus. Manager

Date

2/3/23

Date

1/3/23

THE SOUTHERN AND CENTRAL
ILLINOIS LABORERS' DISTRICT
COUNCIL



Date

1/9/23

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

And

**LOCAL UNION NO. 477
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

This Memorandum of Understanding ("MOU") is entered into by the Employer, the City of Springfield ("Employer"), and Local Union No. 477, The Laborers' International Union of North America ("Union")(collectively referred to as the "Parties").

WHEREAS, the Employer and the Union are currently Parties to a collective bargaining agreement dated October 1, 2022 through September 30, 2027;

WHEREAS, the Parties agree there are no provisions in the agreement that outline a process for filling vacancies in the classification covered by the Union;

WHEREAS, the Parties desire to incorporate vacancy and selection procedures in the Parties current agreement; and

NOWHEREFORE, the agreed-upon terms are as follows:

1. The collective bargaining agreement between the Union and the City of Springfield shall include the following vacancy provisions effective as of the execution date of this MOU. The vacancy and selection procedures shall be as follows:

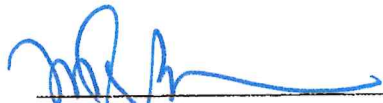
- a. VACANCIES: The Director of the Office of Human Resources, or their designee, will meet with the Union as needed or upon request to discuss the specifications for the classifications in order to determine the appropriate job requirement and preferred qualifications. However, the Parties agree that the determination of specifications for the classification and the appropriate job requirement is wholly within the Employer's discretion as determined by the Employer. The Union shall provide notice to the Office of Human Resources to make any candidate recommendations. Those individuals receiving a recommendation shall receive an interview, if applicable.

Vacancies shall be filled based upon an individual's qualifications, experience, knowledge, skills, and ability to perform the work in question. Preference shall be given to applicants who have: (1) completed the Craft Laborer Apprenticeship

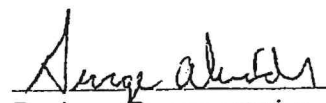
Program through the Laborers' International Union of North America or (2) completed 3,000 hours with a signatory contractor.

2. This MOU shall remain in place until a successor contract to the Parties' current collective bargaining agreement is agreed upon.
3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:


Misty Buscher
Mayor, City of Springfield

GBM 8/6/25
Date


Business Representative
Local Union No. 477

8-5-25
Date