

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



&

**LOCAL NO. 399 (Dallman and Water Plant)
INTERNATIONAL UNION OF OPERATING ENGINEERS**



OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

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AGREEMENT

This is a written Agreement of verbal understanding, (hereinafter referred to as "Agreement") reached between the authorized representatives of THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, SPRINGFIELD, ILLINOIS (Hereinafter referred to as "the employer") and LOCAL UNION NO. 399, INTERNATIONAL UNION OF OPERATING ENGINEERS, (hereinafter referred to as "Union").

The contents of this Agreement shall take effect on the first day of October, 2020, for a three year period until and including September 30, 2023 and shall continue in full force and effect from year to year thereafter until either party hereto shall give the other party at least sixty (60) days written notice prior to the termination date of any year, of their desire to change the contents of the understanding so reached as set forth herein.

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

ARTICLE I – GENERAL PURPOSE OF AGREEMENT

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

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

ARTICLE II – RECOGNITION

SECTION 1. Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled in Section V hereof, 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. The parties agree that a sufficient number of skilled workmen to carry on the work covered by this contract is necessary and desirable and they agree that every effort will be made to secure competent, skilled and qualified personnel to fill the jobs.

ARTICLE III – HOURS OF LABOR

SECTION 1. The work week shall start after regular days off.

SECTION 2. The regular hours of work shall not exceed eight (8) hours in any one day, or five (5) eight (8) hour shifts in any one (1) week. Hours of work for maintenance employees at the Filter Plant will be 7:00 a.m. to 3:30 p.m. with an unpaid half-hour break for lunch midway during the shift.

SECTION 2A. All employees covered by this Agreement working in Power Plant Operations and Assistant Water Works Operators shall work two (2) week rotating schedules.

SECTION 3. All employees shall be paid at the rate of time and one-half for all overtime not specified otherwise. Also, all employees who have worked more than eight (8) consecutive hours, but less than sixteen (16) hours immediately preceding their regular shift, shall receive the time and one-half rate for working their regular shift.

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

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

SECTION 4. The Water Plant Foreman shall be first offered maintenance overtime work. If the Foreman is unavailable, then the senior Water Maintenance Man shall be offered the overtime. Safety shall be considered when determining the number of employees called out for maintenance overtime work. Work involving chlorine and ammonia will require the use of at least two members.

SECTION 5. All emergency overtime work shall be paid at the double time rate. Emergency overtime work shall be defined as any overtime work employees are asked to perform without having had at least ten (10) hours advance notice of such work, except for work during the employee's regular lunch period.

All overtime work in which the employee has received more than ten (10) hours advance notice shall be classified as prearranged work, and shall be paid for at the time and one-half rate unless it is the employee's Sunday. An employee who has worked more than ten (10) prearranged overtime hours during any one day shall be paid at the double time rate for the time worked in excess of ten (10) hours. Double time shall be paid for all overtime work performed between 11:00 p.m. and 7:00 a.m.

When pre-arranged overtime is involved for an Operator, every attempt should be made to reach the Senior Operator off duty prior to using Article IV, Paragraph 1.

Notification of prearranged work shall be given as far in advance as possible. If, for any reason, the Department calls an employee and cancels any overtime work during the fifteen (15) hours immediately preceding the time for such work to commence, two (2) hours of straight time pay shall be paid the employee. This will not apply if the employee is called in for an emergency during the fifteen (15) hour period.

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

When maintenance men are on an overtime job and the regular foreman is not present, the senior maintenance man will be paid foreman's pay.

SECTION 6. Employees changing shifts for their own convenience or the convenience of another employee covered by this contract will not create a situation where overtime must be paid resulting from the shift trade. The changing of a shift must be approved by management. Each individual involved in the exchange will be responsible for the shift which they are accepting.

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

Use relief personnel to prevent overtime if possible

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

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

SECTION 7. Employees working holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include:

New Year's Day
Martin Luther King's Birthday (January 15)
Lincoln's Birthday
Good Friday
Easter Sunday
Memorial Day (day observed by the City)

Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
December 24
Christmas Day

These days shall be observed on the days on which they fall.

Employees assigned to work with maintenance crews as per provisions of this article shall be compensated for holidays as follows:

If the operational holiday falls on Saturday or Sunday and the regular Operator would normally be scheduled to work, he shall work the maintenance holiday at the double time rate of pay. If the Operator was not scheduled to work the operational holiday, he shall work the maintenance holiday at the straight time rate of pay.

If the operational holiday falls on Monday through Friday, all Operators shall work the operational holiday and receive the double time rate of pay.

If an Operator working in Maintenance would normally be scheduled to work Easter Sunday, he shall work the following Monday at the double time rate of pay.

Operators assigned to Maintenance when maintenance crews are not working shall report to the Supervisor of Generation for assignment.

SECTION 8. When overtime is involved for an Operator, reasonable attempts to reach the senior regular operator off duty will be made. (Regular Operators shall not be taken off their shift to work on another shift, except in an emergency and/or for training). (Refer to Article IV, Section 1B, Training).

SECTION 9A. When overtime is involved for an Assistant Operator, the senior "regular" Assistant Operator, off duty, will be given preference if he can be reached by phone. (Assistant Operators shall not be taken off their shift to work another shift, except in an emergency.) (Operational-Filter Plant)

SECTION 9B. When overtime is involved for an assistant operator working in maintenance, the senior assistant operator working in maintenance, off duty, will be given preference if he can be reached by phone. (Maintenance-Filter Plant)

SECTION 9C. When overtime is involved for a Senior "regular" Maintenance Man, the Senior "regular" Maintenance Man, off duty, will be given preference if he can be reached by phone. An up-to-date record will be kept and posted by the Foreman, as agreed to by both parties. (Filter Plant).

SECTION 10A. The Employer will not pay overtime to regular operators if relief men are available ten (10) hours prior to the shift they are asked to fill. If a relief man has not been given ten (10) hours notice prior to the shift they are asked to fill, the senior regular operator off duty will be given preference if he can be reached by phone.

SECTION 10B. The Senior Relief Operating Engineer will work a set shift except when filling a vacancy in the Demineralizer Operator I position. The base rate of pay shall be relative to the schedule worked, but not less than the Relief Operating Engineer base pay. When working as Demineralizer Operator II assisting the Demineralizer Operator I in his duties, the Senior Relief Operating Engineer will be used to fill unscheduled vacancies within the AUO position, unless it is determined by the supervisor that he is needed in the Demin area and a less senior person is not available to assist in the Demin area.

All other Relief Operating Engineers will be pooled and will be subject to schedule changes on a minimum of ten (10) hour's notice.

SECTION 10C. Overtime in the Demineralizer Operator position will be filled as follows:

Demineralizer Operator
Senior Relief OE
Demineralizer Operator Qualified AUO's
Relief OE's

SECTION 11. Shift workers, where their first day of rest shall be considered Saturday, and if called to work on that day, shall be paid at the rate of time and one-half. The second day of rest shall be considered their Sunday (except those employees whose first day of rest is a Sunday), and if called to work on that day, they shall be paid at the rate of double time.

A minimum of four (4) hours pay at the straight time rate (2-2/3 hours at time and one-half) shall be allowed all employees who report for duty for a prearranged overtime on any day except the employee's Sunday. A minimum of six (6) hours pay at the straight time rate (three (3) hours at double time) shall be allowed all employees when called to work for an emergency or on the employee's Sunday. Should an emergency occur when an employee is on the job working on pre-arranged overtime, or has been called in on emergency overtime, the employee will perform any work scheduled or called in to do at the time and one-half or double time rate, this additional work will not constitute a second call out. Overtime work for which the employee has received more than ten (10) hours notice shall be classified as prearranged work.

SECTION 12. The bargaining unit agrees to furnish the Utility sufficient number of skilled workmen to carry on the required work without delay. If a sufficient number of maintenance men are not available, the Utility shall request the services of any member of the bargaining unit on the basis of senior man being called first, qualifications being

sufficient. If the skilled jobs cannot be filled, the Employer may engage outside contractors or other individuals to fill that need.

SECTION 13. Overtime of two (2) hours or less before or after employee's regular shift does not constitute a call out and he will be paid the appropriate rate for hours worked. (Power Plant only).

SECTION 14. Dallman Cold Plant. When unit 33 is off line, a qualified CRO would be scheduled. A unit is considered cold when the downcomer temperature is below 190 degrees.

The employer maintains the discretion to fill vacancies during cold plant conditions, excluding Monday through Friday, 7a.m. to 3p.m. if 33 is on a planned or maintenance outage as defined by GADS. Safety will be considered when filling vacancies.

During cold plant conditions, a CRO or AUO1 may be used for training purposes. The least senior employee could be dispatched to the Interstate Combustion Turbine for inspection, start-up, or operational problems, or be sent to Lakeside. Should one of the two be absent, the position would not be replaced, however, the higher of the two rates will be paid to the individual who remains. The senior operator will perform duties on all the Dallman units." The AUO1 remaining on shift must be CRO qualified.

Individuals not required to work their normal positions, this may include but is not limited to employees jury duty, extra personnel on shift, may be utilized to fill vacancies for which they are qualified as well as perform duties other than routine janitorial function at the direction of the Superintendent or Supervisor in charge.

Dallman hot and/or Interstate Combustion Turbine on-line- a CRO, and an AUO1 position will be assigned on each shift and will be filled when vacant.

Operators assigned to perform operational duties at the Interstate Combustion Turbine and Lakeside will do so as part of the normal work shift. Assignment to Lakeside when Dallman is hot is contingent upon all positions being filled.

When individuals are assigned to work with maintenance crews who have been placed on a temporary shift, they will receive a one-dollar (\$1.00) per hour shift differential on the base eight (8) hours of the shift.

Positions within this article are not subject to standard bidding procedures. However, if duty disability or extended illness occurs, normal move up will occur and if extended openings occur, temporary bidding will take place according to Article IV, Section 1, paragraphs 3 and 4.

SECTION 15. Filter Plant employees climbing the elevated tanks to perform a maintenance function at the Cockrell or Jacksonville tanks, shall be paid at the double time rate for the time in which they are actually in the air.

Employees shall not be required to work outside in severe cold, stormy, or rainy weather except such work as is necessary to carry on regular continuous operation of the Filter Plant. The Superintendent in charge shall be the judge of work to be performed in order to maintain continuous service. Severe cold weather shall be defined as 5 degrees F. or below. A wind velocity of 1 mph shall be the equivalent of -1/2 degree, e.g., 10 degrees F. with a wind velocity of 20 mph is the equivalent to 0 degrees F. Intermittent gusts of wind shall not be used in applying this formula. It shall not be considered severe cold weather when it is 15°F or above regardless of the wind velocity. (Temperature and wind velocity of the U.S. Weather Bureau at Capital Airport shall be used.)

Whenever a factory representative comes to the Filter Plant and Waste Water Treatment Plant to work on equipment, a maintenance man may accompany him and may assist him in performing maintenance on equipment. The Superintendent of the Filter Plant shall determine when an employee accompanies a factory representative for the above work.

ARTICLE IV – SENIORITY

SECTION 1. The right to employ, discharge and promote employees in accordance with the provisions of this Agreement shall be vested in the Employer. After one (1) year of continuous employment, seniority shall be recognized and the senior employee among the employees covered by this Contract shall be given preference, ability and qualifications being sufficient. The line of promotion seniority shall be as follows in ascending order: Demineralizer Operator I, Relief Operating Engineer, Senior Relief Operating Engineer, Assistant Unit Operator, and Control Room Operator. If a senior employee refuses a temporary or permanent job in the line of promotion he shall lose his seniority in the line of promotion to the employee who accepts the temporary or permanent job, but he shall retain his seniority to bid the job at the next opening. The line of promotion seniority list shall be kept up-to-date by the acting Steward and the Department.

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

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

Vacancies of more than thirty (30) working days shall be bid on a temporary basis according to existing agreements. At the end of the vacancy, said employees shall return to their original positions.

A minimum of 80% is required on the written job qualification test. Employees will be given an opportunity to take the test two times. Employees who fail to meet the minimum will not be promoted, however they will be eligible to bid on the next vacancy.

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

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

The Training Committee would be responsible for the administration of a training and certification program for all individuals in the various classifications. All classifications will be reviewed by a independent third party selected by the Committee, who would perform job studies and determine job requirements for the various classifications. Once these reviews have been completed, job requirements and certification tests would then be brought to the Training Committee for approval and administration to employees in the various classifications to certify or recertify as required by the Training Committee. Employees may be required to recertify when a majority of the Training Committee requires that that individual recertify. If there is not a majority, then that individual will not be required to recertify.

Current bylaws for operations of the training committee and training standards prepared by this committee can be found in Appendix A of this Agreement.

SECTION 1B. Training.

a. Job Qualification/Certification Training

Employees successfully bidding a higher classification, requiring qualification/certification training, will be removed from their current position and placed in a training status. While in this training status, the Employer shall have the ability to change an employee's schedule and/or hours of work for the purpose of said training. Individuals assigned a different schedule shall be given at least one (1) week notification prior to the beginning of the assignment.

b. Job Related Training

Job related training may require an Operator to train with different crews and/or on different shifts. The Employer shall have the ability to change an employee's shift and/or hours of work for the purpose of said training. Individuals assigned to a different shift shall be given at least one (1) week notification prior to the beginning of the assigned shift. When returning to his regularly assigned shift, an individual will be given a minimum of forty-eight (48) hours notice prior to the beginning of his regular shift. Operators can be moved from their regular shift to day shift for 1-3 day job related training, such as annuals or procedural training. Such changes shall not create a 16-hour shift or a double back situation. Notification shall be given at least a week in advance of the change in schedule. These shift changes will not result in a loss of holiday pay. An employee's shift will be changed for job related training purposes no more than twelve (12) weeks per year.

c. Knowledge Enhancement Training

Employees may attend knowledge enhancement training offered by the City on their own time or during hours of work if scheduling allows. Shift trades pursuant to Article III, Section 6 may also be allowed for this purpose.

SECTION 1C. Water Purification Plant Training. The City will provide the necessary training for Water Works Operators to maintain their Illinois Class "A" Water Supply Operator Licenses. The Employer will determine the training that is necessary, how the training will be provided and the scheduling of such training. This may include, but is not limited to, training by CWLP staff, or certified training courses offered by educational institutions, the Illinois Environmental Protection Agency, or Professional Water Works Association.

The City will cooperate with granting time off work if needed. Time spent on such training, with the exception of take home study, will be considered as time worked and be paid at the employees appropriate rate of pay.

All successful bidders on maintenance positions shall demonstrate the ability to weld, solder copper pipe, drive plant related heavy equipment (bobcat, forklift, cherry picker, ect.) within six (6) months of formally starting the maintenance position. If after receiving industry standard levels of training, a maintenance man is not able to perform the aforementioned tasks with competency, he shall return to this previous position in accordance with the procedures detailed in this contract. A group consisting of the Water Plant Superintendent, Plant Engineer, Union Steward and Plant Foreman shall establish the competency testing methods and determine pass/fail criteria.

SECTION 2. Any employee of the Utility who shall be called or enlists in the Armed Services shall be reinstated to his former position, including all of his seniority rights, as of the date of leaving the service of the employer, provided he is then physically qualified to return to work. It is understood that in case of return of such men, other men will

consent to such demotions or any other action necessary for the re-employment of such returned service men.

SECTION 3. The Employer will provide each employee an annual uniform allowance of \$400.00 per contract year. Employees entering the bargaining unit shall receive a prorated uniform allowance based on the date in which they become qualified within their new position. Employees would be expected to wear decent blue jeans with a standard blue oxford cotton shirt. For Water Department only, Tee shirts, polo shirts and sweatshirts with City identification approved by the appropriate manager can be worn when appropriate. Individuals would be expected to purchase their own blue jeans and shirts and would be required to wear them as uniforms during working hours. The Employer will furnish one (1) pair of insulated coveralls to personnel in the Unit Operator, Assistant Unit Operator and Relief Operating Engineer classifications. The Employer will furnish gloves as protective gear to employees as needed. Employees will be expected to take due care in the use of the above items. These insulated coveralls and gloves will be replaced on an as needed basis only upon return of the damaged or worn out item and only if the Employer agrees on the need for replacement (replacement includes Filter Plant).

The Employer shall furnish all employees covered under this Agreement with safety shoes and safety glasses on as needed basis. Employees will be expected to take due care in the use of these items. Employees shall abide by the current department safety policy with regards to wearing hard hats and other safety equipment. These items will be replaced on an as needed basis only upon return of the damaged or worn out items and only if the Employer agrees on the need for replacement.

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

SECTION 4. Job seniority will prevail and be recognized only in each respective job classification, thereby holding seniority in one job only. The only exception would occur when a job is open for bid during lay-offs, whereby plant seniority will be recognized.

Except in the case of extreme emergencies, employees who have worked sixteen (16) or more consecutive hours shall relinquish their rights to overtime under the call-in procedures in Article IV, Section 5 until they have received at least eight (8) hours of rest.

SECTION 5. Dallman - Call-In Procedure.

Dallman CRO:

- Call senior employee off classified in that position
- Call any other employee off classified in that position
- Split the shift between employees working the position that day

- Ask the employee that is willing to take the split to take the whole shift
- Split the shift with the AUO1 working that day, if qualified for the position
- Call anyone else qualified

AUO:

- Call senior AUO's off classified in that position
- Call remainder of AUO's off by seniority
- Call senior relief operating engineer off
- Call other relief operating engineers off
- Split the shift with employees working that position that day
- Ask the employee that is willing to take the split to take the whole shift
- Split the shift with the /CRO working that day
- Call anyone qualified.

When a person is stepped up to a higher or lower position, he should be given the opportunity to work overtime on that position, if the overtime precedes or follows the shift that he is working. Management will have the responsibility for determining that the proper operators are called for overtime.

ARTICLE V – WAGES

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

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

SECTION 3. Employees pay checks shall be issued via direct deposit to an institution of the employee's choosing.

Across the Board Wage increases are as follows:

October 1, 2020 = 0% salary increase + 1% lump-sum bonus (AE from 2020)
 October 1, 2021 = 2.0% salary increase & 0.0 % lump-sum bonus from base wages
 October 1, 2022 = 2.0 % salary increase & 0.0 % lump-sum bonus

Rates of Pay shall be as follows:

See Appendix A

SECTION 4A. Upon signing of the 1993 labor agreement, shift differential for all shift workers was rolled into the base wage rate at three (3) percent. The three (3) percent represents an average of 2.66 percent in lieu of the 3.5 percent shift differential paid on the 3:00 p.m. to 11:00 p.m. shift and the 4.5 percent shift differential paid on the 11:00 p.m. to 7:00 a.m. shift and a .33 percent increase.

SECTION 4B. During the State EPA and/or USEPA defined ozone season (as of January 1, 2003 this season is defined as May 1 through September 30), the following positions will receive the ensuing per hour wage increase above their base hourly wage for operation of the NOx Control Selective Catalytic Reactors (SCR's):

Control Room Operator - \$0.75
Unit Operator, Dallman - \$0.75
Unit Operator, Lakeside - \$0.25
Assistant Unit Operator - \$0.25

When the SCR is required by Government regulation to run year round, the above increases will be paid.

Effective October 1, 2012, the NOx hourly wage increase shall be rolled into the base hourly wage for above stated positions.

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

SECTION 6. When it is necessary that men work in excess of ten (10) continuous hours, they shall be furnished a meal at the City's expense. Additional meals shall be furnished for such men by the City at intervals of not more than six (6) hours thereafter while they continue to work. Men working emergency overtime shall be furnished a meal at intervals of not greater than six (6) hours, commencing with the time they report for work.

SECTION 7. A nontaxable allowance of \$12.00 per meal will be granted for all meals earned. Meals shall not include any alcoholic beverages if employees are returning to work. A maximum of one (1) hour shall be sufficient in which to receive a meal. Meals shall be purchased in the area of town in which the men are working.

If an employee is due a meal at the Employer's expense at the time he is released from work and is not being required to work after said meal period, the employee will be paid the allotted meal allowance and allowed an hour, at the appropriate rate, in which to consume a meal.

SECTION 8. Effective the first day of the month following the signing of this agreement, Water Filter Plant personnel required to don Level A suits will receive the double time rate for hours spent in the suit, with the exception of time spent in training.

SECTION 9. Effective April 1, 2009, employees with 15 or more years of service at the generating facility and/or filter plant, will receive an additional \$.50 per hour added to his/her base hourly wage. Effective April 1, 2009, employees with 25 or more years of service at the generating facility and/or filter plant, will receive an additional \$.50 per hour (for a total of \$1.00) added to his/her base hourly wage.

SECTION 10. Maintenance Worker employees with 8 or more years of service in the position of Maintenance Worker (Filter Plant) will receive an additional \$.50 per hour added to his/her hourly wage.

SECTION 11. An AUO shall receive an additional \$1.00 per hour when he is working by himself. When only one Control Room Operator is present at Dallman, he shall receive an additional \$1.00 per hour for the time period this occurs. This additional amount is for performing the duties of the AUO2 and UOD respectively as required.

ARTICLE VI – VACATION AND SICK BENEFITS

SECTION 1. Vacations. Employees will be granted vacation time with pay according to the number of years of continuous service they have with the City of Springfield on their anniversary date. Effective March 1, 2010 vacation leave per year with pay will accrue on equivalent monthly basis according to the following schedule:

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

Effective March 1, 2009, the maximum number of days an employee may carry over is two years of accumulation, days beyond that accumulation maximum will be lost. For the purpose of the provision, a year shall be from the initial employment date. Employees entering the Union after October 1, 2008 will begin earning vacation under the new method.

Implementation Plan

Unused vacation as of February 28, 2009 will be carried over.

All employees will receive their full complement of vacation days per years of service on March 1, 2009 except for employees hired on or after October 1, 2008.

A transition date will be determined for each member to begin accruing monthly vacation. This date will be based on the date vacation days earned equals vacation days given through an employee's time of service.

SECTION 2. Effective October 1, 2008, vacation time may be taken upon completion of six months of service. Vacation time shall be established by March 1st for seniority to prevail. The Superintendent or Supervisor in charge shall notify employees of approval or denial of all first choice vacation requests by March 31 of each vacation year. All first choice vacation other than those on swing shift or those vacations that are in direct conflict with another crew member, will be approved by March 31. Plant operation shall not be jeopardized by allowing too many to go on vacation at one time. First choice vacations on swing shift will be allowed per the current contract language as long as a personal day or bonus leave is utilized for any day requiring overtime. This request must be documented on the benefit use request form and must be available for use at the time of the vacation. Failure to save the PD or BL for this use will result in cancellation of the first choice vacation.

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

Employees entitled to more than ten (10) days vacation time may elect to work fifteen (15) additional days at the straight time rate of pay plus his vacation pay. His decision to work must be indicated on his vacation slip by March 1st. The Superintendent may approve pay in lieu of vacation if it will not disrupt operations.

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

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

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

SECTION 3. Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month. Employees shall be compensated in cash at a ratio of five (5) days pay for each twelve (12) days accrued unused sick leave for a maximum of (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death. Employees hired after September 30, 2012, will not be eligible for a sick time payout upon permanent separation from employment as a result of retirement or death.

It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his inability to work. If the employee is absent for one or more days, he shall sign a Benefit Use Request certifying to the nature of his illness. One copy of this report is placed on file by his Supervisor, and one copy is referred to the Payroll Department. If the employee shall be absent on sick leave for three (3) or more consecutive days, he shall furnish a doctor's certificate reflecting the reasons for his absence. When a person has used thirty (30) days sick leave time to which he is entitled under this Contract, all benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time.

Bargaining unit employees shall be provided the same group health and life insurance benefits as all other employees of the City of Springfield at the same premium rate. The insurance carrier has stated that retirees can be carried under the existing group plans, if arranged prior to retirement. They will be responsible for paying their own premiums, but they can be covered under existing group plans.

Sick Time Disciplinary Procedure

This disciplinary procedure will be based on number of instances and not number of days taken. An instance could be as little as one-half ($\frac{1}{2}$) day sick time or any unlimited amount of sick time. An instance also could be considered several separate instances related to the same illness or treatment. It is recognized that circumstances may warrant lesser or greater disciplinary action and this does not eliminate the Employer's ability to administer progressive disciplinary action where warranted.

- 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 more severe disciplinary action as warranted.

If the average number of sick days taken by employees within their respective areas (Filter Plant and Power Plant) is 3.5 days or less during any contract year beginning October 1, 1996 through September 30, 2000, employees within that area using 3.5 sick days or less will receive a \$250 bonus at the end of the corresponding contract year. Illnesses of

twenty (20) days or more shall be considered as one (1) day for the purpose of calculating averages. This item applies only to the contract years mentioned above.

SECTION 4. Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted two (2) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued sixty (60) days sick leave at any time prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted three (3) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued ninety (90) days sick leave at any time prior to a contract year and do not use more than one day sick leave or are not absent without pay during the current contract year shall be granted five (5) days leave with pay between October 1st and September 30th of the succeeding contract year. Bonus days can be taken from October 1st to September 30th, and can be taken a day at a time subject to plant management's ability to do the scheduling. Sick time used under the Family Medical Leave Act will be considered when determining eligibility for Bonus time.

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

Employees shall be granted three (3) personal days per year that may be taken at the employee's discretion. New employees must be on the payroll at least ninety (90) days before being eligible for one (1) personal day; one hundred eighty (180) days for two (2) personal days; and two hundred seventy (270) days for three (3) personal days. Employees will be able to use these personal days with less than 24 hour notice.

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

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

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.

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

An employee may be granted compensatory time in lieu of overtime pay for overtime worked including holidays worked at the rate of time off equal to the applicable overtime rate up to a maximum of 136 hours per contract year. This compensatory time must be taken in increments of eight (8) hours. Individual supervisors will have the discretion of allowing different divisions of compensatory time. The supervisor in charge must approve all compensatory time taken. This approval will not be unreasonably withheld. Effective October 1, 2008, an employee may request the liquidation of his/her compensatory balance no more than twice a year when a minimum of three weeks request is given. At the end of each contract year, all compensatory time remaining will be liquidated at the rate of one (1) hours pay for each one (1) hour of compensatory time accumulated.

SECTION 5. Duty Disability. Any Utility employee who is disabled for work as a result of illness or injury arising out of and in the course of his or her employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. It is understood these acts can not be amended by the Springfield City Council. Effective upon ratification of this agreement, any employee who is absent thirty (30) calendar days or more on duty disability shall not accrue benefit time except as awarded by the Illinois Workers' Compensation Act, award or settlement.

SECTION 6. Safety Incentive. Effective 10/1/12 all employees covered under this agreement who work safely in accordance with all safety rules, have no lost time accidents or OSHA recordable injury in a contract year, shall receive a safety incentive on September 30th through the duration of the agreement. The incentive shall be administered as follows:

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

Years refer to the number 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 incentives. Years prior to 10/1/12 do not count for purposes of determining the incentive. Employees hired into the bargaining unit during the term of this Agreement who were covered under a different collective bargaining agreement with a Safety Incentive program will have years counted if consecutive with years under this Agreement.

ARTICLE VII – DUTIES OF CONTROL ROOM OPERATORS - DALLMAN

SECTION 1. The Control Room Operator (Dallman) shall have the overall responsibility of the Dallman Generating Station and will assume responsibility for coordination of the Lakeside operation in the absence of the Supervisor of Generation.

SECTION 2. Receive orders from the Supervisor of Generation or designated Supervisor(s) and see that they are properly executed.

SECTION 3. Supervise operation of all assigned boilers, turbines (steam and combustion) and auxiliary equipment and perform all duties required for proper operation of the shift while striving for ideal operating conditions and procedures.

SECTION 4. Keep operational log and hourly readings as directed.

SECTION 5. Perform an inspection tour of all assigned equipment at least once per shift if operating conditions allow.

SECTION 6. Report all unfavorable conditions, in writing, to the Supervisor of Generation, such report relieving them from all responsibility for an accident resulting if condition is not corrected. All instruments will be considered to be correct unless notified in writing to be otherwise.

SECTION 7. Assist in properly training all personnel assigned to the same shift.

ARTICLE VIII – DUTIES OF UNIT OPERATOR - DALLMAN

SECTION 1. Receive orders from the Control Room Operator at Dallman or Supervisor of Generation and see that they are properly executed.

SECTION 2. Supervise operation of all assigned boilers, turbines (steam and combustion), and auxiliary equipment and perform all duties required for proper operation of the shift while striving for ideal operating conditions and procedures.

SECTION 3. Keep operational log and hourly readings as directed.

SECTION 4. Perform an inspection tour of all assigned equipment at least one per if operating conditions allow.

SECTION 5. Report all unfavorable conditions, in writing, to the designated Supervisor(s) such report relieving them from all responsibility for an accident resulting if condition is not corrected. All instruments will be considered correct unless notified in writing to be other-wise.

SECTION 6. Assist in properly training all personnel assigned to the same shift.

SECTION 7. The Unit Operator Dallman will, as directed by the Supervisor of Generation, perform on-site duties at the Interstate Combustion Turbine and operational duties as assigned at Lakeside plant. Assignment to Lakeside when Dallman is hot is contingent upon all positions being filled.

SECTION 8. The Unit Operator Dallman will assist in the Dallman Turbine Room with various duties, such as, checking equipment, log readings, etc.

SECTION 9. The Dallman Unit Operator shall be responsible for control and operation of the new booster fans and associated control dampers and gates.

ARTICLE IX – DUTIES OF ASSISTANT UNIT OPERATORS - DALLMAN

SECTION 1. Receive orders from Control Room Operator or Unit Operator and assist them in any of the duties required to maintain proper operating conditions.

SECTION 2. Keep hourly records as directed.

SECTION 3. Make periodical inspection of all running machinery assigned and report any unfavorable condition, in writing, to the Control Room Operator or Unit Operator on duty.

SECTION 4. Keep all machinery assigned as clean as conditions permit.

SECTION 5. Seek the advice of Control Room Operator or Unit Operator regarding any question arising during operation.

SECTION 6. Starting and stopping of any machinery by Assistant Unit Operators will be done only as ordered by Control Room Operator or Unit Operator, except in an emergency.

SECTION 7. Perform or assist in performing demineralizing functions as needed.

SECTION 8. Any AUO whose unit(s) are not on-line may be used at Dallman, Lakeside, and Interstate Combustion Turbine for operational duties as needed. He may also be used to assist in the Demineralizer area. Any AUO used in this manner will be called back to the Dallman Plant if needed at the Dallman Plant. The AUO on site will perform duties on all the Dallman units. The senior AUO will remain at the Dallman Plant.

SECTION 9. The assistant unit operator shall be responsible for control and operation of any new equipment added to the Dallman pump room to facilitate the operation of Unit 31/32 FGDS.

ARTICLE X – DUTIES OF RELIEF OPERATING ENGINEER, APPRENTICE OPERATING ENGINEER I, AND APPRENTICE OPERATING ENGINEER II

SECTION 1. Receive orders from Control Room Operator, Unit Operator or Assistant Unit Operator and assist them in any of the duties required to maintain proper operating conditions.

SECTION 2. Keep hourly records as directed.

SECTION 3. Make periodical inspection of all running machinery assigned and report any unfavorable condition, in writing, to the Control Room Operator or Unit Operator on duty.

SECTION 4. Keep all machinery assigned as clean as conditions permit.

SECTION 5. Seek the advice of Control Room Operator or Unit Operator regarding any question arising during operation.

SECTION 6. Starting and stopping of any machinery will be done only as ordered by the Control Room Operator or the Unit Operator, except in an emergency.

SECTION 7. When relieving other operators in their absence, the Relief Operators will assume the duties of the position he is relieving per contract language.

SECTION 8. When not relieving other contract positions, the Relief Operators will report to the designated supervisor for assignment.

SECTION 9. The Apprentice Operating Engineer I will perform the same duties as the AUO #2 in regards to performing the duties on Units 31 and 32 under the direction of a qualified AUO.

ARTICLE XI – DUTIES OF DEMINERALIZER OPERATOR I

SECTION 1. Responsibilities shall include the operation of Unit 33 demineralizer, addition of chemicals to boilers and feedwater systems, operation of turbine oil purifiers, maintaining lube oil inventory as directed, checking turbine oil screens and oil level and the addition of oil as required, greasing fish screens, sampling of EHC fluid, oil and system water as required and maintaining a clean area around equipment operated. Duties also include PM's and non-unit operational functions at interstate and Lakeside.

ARTICLE XII – DUTIES OF DEMINERALIZER OPERATOR II

SECTION 1. Responsibilities shall include assisting the Demineralizer Operator I in his duties.

ARTICLE XIII – DUTIES OF WATER DEPARTMENT

SECTION 1. Water Works Foreman. Receive orders from Superintendent and see that they are properly executed.

SECTION 2. Water Works Operator. Receive orders from Water Works Foreman and operate the Water Works as directed.

SECTION 3. Assistant Water Works Operators I & II. Receive orders from the foreman and the Water Works Operator and assist in the operation of the Water Works.

SECTION 4. Water Works Maintenance Personnel. Receive orders from the Water Works Foreman and maintain the Water Works as directed.

Relieve and fill in for Water Works Operators or Assistant Water Works Operators as directed. (Relief Operators).

Relief Operators are not to be construed as Regular Operators.

SECTION 5. Waste Water Plant Operator. The Waste Water Plant Operator receives instructions from the Superintendent of the Scrubber and sees that they are properly carried out.

Work shift shall be from 7:00 a.m. to 3:00 p.m., Monday through Friday.

Waste Water Plant Operator will be responsible for the day-to-day operation of the Wastewater Treatment Plant. He will perform daily lab tests to insure proper treatment.

The Waste Water Plant Operator shall be responsible for the treatment of the discharge of and the sampling of the Dallman and Lakeside coal-pile run-off ponds.

The Waste Water Plant Operator shall be responsible for the operation of the Ash pond clarification lagoon and the pumping system where water is pumped back into the lake, and sampling discharge as required.

Plant seniority shall be maintained at the Water Purification Plant. (Reference to Article IV, Section 4.)

Waste Water Plant Operator II must have and maintain a valid Illinois Class "K" Waste Water Operator license

ARTICLE XIV – QUALIFICATIONS FOR VARIOUS CLASSIFICATIONS

SECTION 1. The Water Works Foreman will be appointed by the Department from the six (6) bargaining unit Water Works personnel with the most seniority and who possess a Class A license. The number may increase should there be employees who qualify above who are hired on the same day. The Water Works Foreman shall be considered a working classification in all respects, except that he shall not participate in any work stoppage.

SECTION 2. The minimum requirements for the classification of Water Works Operators are:

One (1) year continuous employment at the Filter Plant.
Must have current, valid Illinois Class "A" Water Supply Operator license.

SECTION 3. The minimum requirements for the classification of Assistant Water Works Operator II's are:

One (1) year continuous employment at the Filter Plant.
Must have current, valid Illinois Class "A" Water Supply Operator license.

ARTICLE XV – GRIEVANCES

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

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

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

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

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

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

Step 3. If the grievance is not resolved satisfactorily within five (5) working days after timely submission to Step 2, or Step 2a if applicable, the Local Union shall submit the grievance in writing to the Manager of Labor Relations.

Step 4. If the grievance is not resolved to the satisfaction of the Local Union at Step 3 within twenty (20) working days after timely submission, then either party may submit the matter to arbitration according to the procedures set forth in Article XVI. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the Manager of Labor Relations or within twenty (20) working days after such decision was due.

SECTION 4.

a. A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the last decision given.

b. Grievances may be withdrawn at any step of the procedure without prejudice.

The time limits at any step may be extended by written approval of the Employer and the Union.

The parties agree to stop the practice of "working off" grievances.

SECTION 5. Election of Remedies. The members of this unit covered by this memorandum of understanding are classified employees for purposes of civil service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this memorandum. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Commission of the City of Springfield or any other legal remedies desired, the subject matter of that action shall not be a basis for any grievance under the provisions of this memorandum. If a member initially files a grievance and subsequently elects to pursue redress or other relief through civil service procedures or any other legal remedies desired, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize civil service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter which may initially be eligible to be a subject of a grievance.

ARTICLE XVI – ARBITRATION

SECTION 1. If the representatives of the employer and of the union are unable to reach an agreement of any disputed matter, then such disputed matter shall be referred to arbitration.

SECTION 2. If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. Nothing herein shall preclude the parties from meeting at anytime 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 cost of arbitration shall be divided equally between parties. The cost of arbitration includes, fees of the arbitrator, transcripts, meeting rooms and any other miscellaneous expenses agreed to by the parties. Each party shall bear the cost of their own representatives and witnesses.

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

ARTICLE XVII – UNION SECURITY

SECTION 1. Any employee of the Utility who is placed in a position by the Utility not covered by this (or any other) Agreement shall have his seniority rights frozen as of the date of his new placement as long as he is employed by the Utility.

SECTION 2. He may not use his seniority rights to bid on any job opening under this Agreement while in a position not covered by this Agreement. Said employee shall have a six (6) month probation period to assure that both the Employer and the individual have made the right choice. During this six (6) month period said employee will be able to return to his former position provided that he is then physically qualified to return to work. It is understood that in case of return of this individual within the six (6) month probationary period other employees will consent to such demotions as are necessary to make room for him. After this six (6) month probationary period if said employee is removed from the above mentioned position and at such time there is no appropriate job opening then he shall be paid at the current rate of their last held classification under this Agreement, and shall be assigned such duties as are mutually agreeable to both parties of this Agreement.

SECTION 3. Persons presently belonging to or entering the bargaining unit represented by the Operating Engineers Union will be expected and required to meet and comply with the training standard criteria as referenced in Article IV, Section 1a, if they have not already done so. Those individuals classified in positions as of February 1, 1986, will be provided training as necessary to meet the criteria of the training committee.

SECTION 4. The names and addresses of all employees newly hired or terminated shall be sent to the Union by the Employer within 5 working days following the effective date of hiring or termination.

ARTICLE XVIII – PARTIAL INVALIDITY

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

ARTICLE XIX – MANAGEMENT RIGHTS

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

ARTICLE XX – DUES CHECK OFF FAIR SHARE

SECTION 1. Employees covered by this contract who express a desire for coverage under the check-off system will have their monthly dues deducted by the Employer and forwarded to the Treasurer of Local Union No.399, pursuant to the employee's wishes.

SECTION 2. The Employer shall continue to deduct Union dues and other related deductions authorized by the Union and transmit the same to the Local in the same manner as has been the practice of the parties. In the event that an Employee covered by the terms of this 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 and promptly forward such sums to the Union provided such check-off is consistent with current law. Collective bargaining costs shall not include any amounts paid as political contribution and the fair share amount shall not exceed union dues. 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 agrees to provide notices and appeal procedures to employees in accordance with applicable law. The Union shall indemnify and hold harmless the Employer from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section. If improper deduction is made, the Union shall refund any such amount directly to the involved employee, with notification to the Employer. These procedures shall be consistent with Illinois Revised Statutes, Chapter 48, paragraph 1606.

ARTICLE XXI – NON-DISCRIMINATION

SECTION 1. Prohibition Against Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental handicap. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer and the Union will make a concerted effort to comply with all requirements of the Americans with Disabilities Act, effective July, 1992.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 2. Union Activity. Neither the Employer nor the Union shall interfere with the rights of the employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

SECTION 3. Equal Employment/Affirmative Action. The parties recognize and agree to cooperate in fulfilling the Employers obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and regulations.

ARTICLE XXII – MISCELLANEOUS PROVISIONS

SECTION 1. Members of Local No. 399 shall not participate in any work stoppage except when Local No. 399, 9 and 193 are the precipitators of such work stoppages as a result of a disagreement with the Employer. Change Local numbers to reflect IAMAW Local 9.

SECTION 2. 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 XXIII – LAYOFF

Employees and the union shall be given at least fourteen (14) calendar days notice prior to the effective date of layoff. During period of layoffs, layoffs will be done by classification within the business unit, (Electric or Water) and the personnel in the classification will be laid off by inverse seniority. Laid off employees will be able to bump less senior employees in lower classifications within the same business unit (electric or water).

Laid off employees may choose to bump across business units to the respective entry level position(s) (if union seniority allows).

Laid off Electric division employees covered by this collective bargaining agreement may only bump to an Assistant Operator I (AOI) position at the Filter Plant or to an Assistant Operator II (AOII) position at the Filter plant if that AOII position is filled by a member who has 24 months or less of seniority, unless the member possesses a Class A license.

Laid off Water division employees covered by this collective bargaining agreement may only bump to the positions of Demin Operator or Relief Operator at Dallman.

Bumping across business units is limited to three (3) individuals during a layoff period.

Employees that transferred across units will be allowed one opportunity to bid back to their original business unit should an opening occur, seniority and qualifications being sufficient.

In all instances, an employee moving to a new classification will receive the rate of pay of the new classification.

An employee who is laid off shall have recall rights for a period of thirty-six (36) months to their classification in which they were laid off. Laid off employees on the recall list will be allowed to bid across unit to the entry level positions in the respective business units if a job is posted. If an employee is recalled during this period, residency rules that applied to the employee at the time of layoff shall continue to apply upon recall.

For employees included in the 10/18/21 Memo from Kim Lucas who are laid off shall have Water Plant recall rights, by seniority, for a period of thirty-six (36) months, employees on the recall list will be allowed to bid across the unit to the entry-level positions in the respective business units if a job is posted.

ARTICLE XXIV – 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 event or any 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:

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).

Second Offense – The employee will be suspended for 10-days and must agree to sign a Return-to-Duty contract.

Third Offense – The employee will be terminated.

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

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.

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:

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.

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:

A release-to-work statement from an approved Substance Abuse Professional (SAP) prior to returning to work.

An agreement from the employee to complete any recommended treatment or rehabilitation programs.

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.

An agreement to unannounced frequent follow-up testing.

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

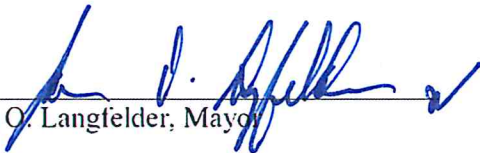
Violation of the Return-to-Work Contract is grounds for discharge.

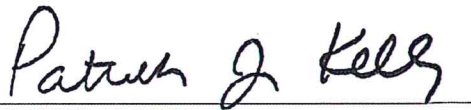
SECTION 5. Confidentiality. Information and records relating to positive drug test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the Medical Review Officer (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers 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 XXV – CONCLUSION

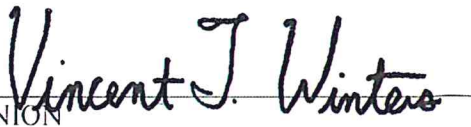
The foregoing is a true and accurate Agreement of verbal understanding reached between the authorized representatives of The City of Springfield, Office of Public Utilities and Local No. 399. Both parties acknowledge that they had full opportunity during negotiations to make any demands and proposals. There is no obligation on either party during the life of the agreement to bargain collectively with respect to any matter, whether included or not included in this agreement, except as provided in this agreement.


James O. Langfelder, Mayor

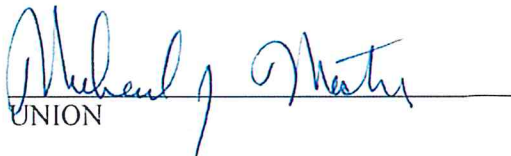

FOR THE UNION

DATE SIGNED 03-31-22

DATE SIGNED 3-9-2022


UNION

DATE SIGNED 3-9-2022


UNION

DATE SIGNED 3-9-2022

EFFECTS OF LAKESIDE CLOSURE

The UOD II and AUO I's will be assigned to Dallman. The AUO II's will be scheduled and replaced pursuant to Article III Section 14. The position of UOD II will be eliminated by attrition. And the position of AUO III will be eliminated by attrition. Prior to the attrition, there will be one SROE and one ROE in the OE relief pool.

The AUO I will assume the duties associated with the operation of Unit 33 and the AUO II will assume the duties associated with the operation of Units 31 & 32. The Dallman hot plant and cold plant language in Article III Section 14 will change to include AUO I. The "AUO" callout procedure will remain in force with the AUO I being the first call for Unit 33 overtime and AUO II for Units 31/32 overtime.

When the positions of UOD II and AUO III are eliminated by attrition, the AUO II will continue to be scheduled and replaced pursuant to Article III Section 14. The APO I position will continue to be used, pursuant to Article III Section 14. At this point, there will be one SROE and two ROE's in the OE relief pool.

The Employer recognizes the Union's historic jurisdiction over the new pump station. The Employer reserves the right to create new position(s) and will fulfill the Employer's obligation to discuss and or negotiate over the duties and rate of pay. Such recognition does not extend to work historically performed by other bargaining units.

The employer recognizes the Union's historic jurisdiction over the work performed by the bargaining unit at Lakeside Generating Station and will continue to abide by such jurisdiction.

EFFECTS OF DALLMAN 31 AND 32 CLOSURE

The CRO position will be staffed and scheduled according to Article 3, Section 14.

The current UOD operators will be reclassified as AUO1, and will assume the duties of the AUO I. The AUO1 will step up to the CRO as needed.

The current AUO1 operators will be reclassified as Relief Operating Engineers and step up to AUO1 as needed.

All operators reclassified above will maintain their wage per the classification they occupied upon the closure of Dallman 31 and 32 on December 31, 2020.

APPENDIX A – WAGES

ELECTRICAL DEPARTMENT	OP ENGINEER 399	CPI	10/1/2020 0.0%	10/1/2021 2.0%	10/1/2022 2.0%
	*Rates for employees hired before October 1, 2015:				
	Control Room Operator - Dallman		\$55.0573	\$56.1584	\$57.2816
	Unit Operator - Dallman		\$52.0832	\$53.1249	\$54.1874
	Assistant Unit Operator		\$47.6369	\$48.5896	\$49.5614
	Relief Operating Engineer		\$44.7964	\$45.6923	\$46.6062
	Demineralizer Operator		\$45.9361	\$46.8548	\$47.7919
	Apprentice Operating Engineer I		\$44.7964	\$45.6923	\$46.6062
	Unit Operator - Dallman II		\$51.1978	\$52.2218	\$53.2662
	*New Rates for employees hired into bargaining unit on or after 10/1/2015:				
*New hire rates are frozen until a new hire enters the title, then applicable annual raises apply for the employee.					
F&O AO 33 base wage					
Apprentice Operating Engineer I	\$0.50 above AO 33 base wage at the time of step-up.				
Assistant Unit Operator	\$2.00/hr above ROE base wage at the time of promotion or step up.				
Unit Operator - Dallman	\$2.50/hr above the AUO base wage at the time of promotion or step up.				
Control Room Operator - Dallman	\$2.50/hr above the UOD base wage at the time of promotion or step up.				
Demineralizer Operator	\$1.00/hr above ROE base wage at time of step up. AUO stepping back to Demin shall be \$1.00/hr above the highest ROE base wage. Demin Operator moving to AUO position shall receive \$1.00/hr above his current hourly base wage.				
Relief Operating Engineer	\$2.00/hr above the employee's current base wage at the time of promotion or \$0.50/hr above the highest AO 33 base wage, whichever is higher.				
WATER DEPARTMENT	*Rates for employees hired before October 1, 2012:				
	Water Works Foreman		\$48.0242	\$48.9847	\$49.9644
	Water Works Operator		\$45.6664	\$46.5797	\$47.5113
	Wastewater Treatment Plant Operator I		\$43.1819	\$44.0455	\$44.9264
	Wastewater Treatment Plant Operator II		\$44.3023	\$45.1883	\$46.0921
	Water Works Maintenance		\$43.1539	\$44.0170	\$44.8973
	Assistant Water Works Operator I		\$38.5913	\$39.3631	\$40.1504
	Assistant Water Works Operator II		\$41.1430	\$41.9659	\$42.8052
	New Rates for those hired into the Water Plant 10/1/2012 - 10/1/2014				
	Assistant Water Works Operator- Year 1		\$24.0000	\$24.0000	\$24.0000
	Assistant Water Works Operator- Year 2		\$27.4100	\$27.4100	\$27.4100
	Assistant Water Works Operator- Year 3		\$30.8400	\$30.8400	\$30.8400
	*Upon completion of the 3rd year, the AWWO will be moved to the appropriate classification based upon the level of licensure.				
	* Rates for employees hired into bargaining unit on or after 10/1/2015:				
	Water Works Foreman		\$38.0842	\$38.0842	\$38.0842
	Water Works Operator		\$36.2145	\$36.2145	\$36.2145
	Wastewater Treatment Plant Operator I		\$34.2443	\$34.2443	\$34.2443
	Wastewater Treatment Plant Operator II		\$35.1328	\$35.1328	\$35.1328
	Water Works Maintenance		\$34.2220	\$34.2220	\$34.2220
Assistant Water Works Operator**		\$32.6274	\$32.6274	\$32.6274	
Assistant Water Works Operator- Year 3		\$28.0000*	\$28.0000*	\$28.0000*	
Assistant Water Works Operator- Year 2		\$26.0000*	\$26.0000*	\$26.0000*	
Assistant Water Works Operator- Year 1		\$24.0000*	\$24.0000*	\$24.0000*	
*Assistant Water Works Operator Year 1, 2, and 3 frozen for the duration of the contract and no across the board increases shall apply. Assistant Water Works Operator Year 1, Year 2, and Year 3 shall receive \$2.00/hr above their current rate for step-up pay.					
Must have IEPA Class A Water Operators License to be promoted to Assistant Water Works Operator. *The new hire wage shall be 85% of the 10/1/2015 Assistant Operator II wage.*					
If the wage at the time of promotion is higher than the promoted rate, then the Employee will receive \$2.00/hr above their current rate of pay. For example, if an Assistant Water Works Operator is making more than \$34.222/hr at the time of promotion to Water Works Maintenance Man, the Assistant Water Works Operator promotional pay rate for the Water Works Maintenance Man will be \$2.00/hr above his current Assistant Water Works Operator pay rate, once promoted the future applicable annual increases apply. An employee shall receive no less than a \$2.00/hr increase at the time of promotion or step up pay.					

APPENDIX B

TRAINING STANDARDS

DEVELOPED AND ADOPTED JOINTLY

BY

**THE OFFICE OF PUBLIC UTILITIES
CITY WATER, LIGHT AND POWER COMPANY
SPRINGFIELD, ILLINOIS**

AND

**BARGAINING UNIT OF LOCAL NO. 399
INTERNATIONAL UNION OF OPERATING ENGINEERS**

DECEMBER 1992

PREAMBLE

These standards have been developed and adopted by the Joint Training Committee representing the sponsoring parties, Local #399 of the International Union of Operating Engineers and the Office of Public Utilities of the City of Springfield, Illinois, (City Water, Light and Power) pursuant to Article IV, Section 1A of the Labor Agreement.

SECTION I: DEFINITIONS

BARGAINING UNIT	Employees represented by Local No. 399 of International Union of Operating Engineers covered under the Working Agreement with Office of Public Utilities, City of Springfield.
EMPLOYER	Office of Public Utilities, City of Springfield
COMMITTEE	Joint Training Committee
STANDARD	Written standards set forth by this Committee and agreed upon between the Bargaining Unit and Employer.
OPERATOR IN TRAINING	An Operator or apprentice operator who has bid on a position and is preparing for job qualification/certification or job related training for new equipment, systems and controls.
TYPE OF TRAINING COVERED IN STANDARDS	The types of training covered under these standards are both classroom and on-the-job training for job qualification/certification and job related, such as safety, new equipment, system and controls.

SECTION II: TERM OF TRAINING

Up to 120 hours of hands-on and up to 40 hours classroom training time shall be allotted for each job position training for. The maximum times may be waived if the Committee determines the trainee's experience and job knowledge qualifies him/her to be promoted.

SECTION III: PROBATIONARY PERIOD

After being given the allowed time for hands-on training, classroom work and quizzes, and if acceptable, there will be a probationary period of four months. The Committee reserves the right to waive the probationary period.

SECTION IV: WORK SCHEDULE

During the term of training period, the trainee will be given such instruction and hands-on training as set forth in Appendix A and B. Entry level personnel requirement: All persons who successfully bid into this Bargaining Unit from this date forward, shall be required to successfully complete the NUS Training Corporation's Basic Electric Course prior to release by the Committee for permanent classification of Relief Operating Engineer or A.U.O.

SECTION V: RELATED SCHOOL INSTRUCTION

Trainees must successfully complete the related instruction scheduled by the Committee. Reading of written material may be required outside the classroom on the trainee's own time.

SECTION VI: HOURS OF WORK

The hands-on training may require operators in training to work with different shifts with one week's notice. (Language changes are presently in negotiation process.)

SECTION VII: WAGES

The person in training shall be paid at the rate of pay of his present classification.

SECTION VIII: PERIODIC EVALUATION

The Committee shall evaluate the trainee's performance while in training and the probationary periods by submitting monthly evaluation forms to Trainers, Control Room Operators, Unit Operators and immediate supervisors. The evaluation forms are to be returned to the Training Committee.

SECTION IX: OPERATING TRAINING AGREEMENT

When in training for a job position, the trainee will be given a set of the Training Standards and the opportunity to read and discuss them with the Committee members before signing his/her name signifying that there are no misunderstandings.

SECTION X: SUPERVISION OF TRAINEE

This Committee shall designate a particular person that will assist the Committee by being responsible for record keeping of all individuals and responsible for the evaluation forms being submitted. He shall see that trainees receive the training materials (films, reading materials, etc.).

SECTION XI: JOINT TRAINING COMMITTEE

ADMINISTRATIVE

- A. A joint committee composed of three members from the Bargaining Unit and three members from the Employer shall be established.
- B. A secretary shall be requested to attend Committee meetings for recording purposes and shall have no vote of say during the meeting.
- C. The Committee shall establish guidelines governing its administrative procedure as are required.

DUTIES OF COMMITTEE

- A. To assure the Employer and the employee that they are receiving the best training available along with the necessary experience on the job.
- B. To establish physical requirements, standards of education and experience for the trainee.
- C. To cooperate with the Employer and the Bargaining Unit in establishing and maintaining a good training program.
- D. To evaluate any differences the trainee might have with the Committee and its standards as to whether or not to adjust.
- E. To submit reports to the Bargaining Unit and the Employer as to a trainee's progress and final results of training. Reports will be submitted on an individual at the midway point of his/her training period and at the end of his/her training period.
- F. To issue a certificate of completion when training has been satisfactorily completed.
- G. To retain copy of the certificate of completion on each individual. All other information pertaining to their training will be disposed of.

SECTION XII: CONSULTANTS

The Committee may invite consultants to attend meetings to advise the Committee on improving training procedures, but they shall have no vote.

SECTION XIII: OFFICIAL APPROVAL

These standards will go into effect after being approved by the Employer and the Bargaining Unit.

SECTION XIV: AMENDMENT TO THESE STANDARDS

These standards are subject to amendment with the approval of the Employer and the Bargaining Unit.

SECTION XV: RELATIONSHIP OF STANDARDS TO BARGAINING AGREEMENT

These standards will not conflict with the present agreement.

SECTION XVI: DISPUTE RESOLUTION

In the event the Employer and Local 399 representative on the Joint Committee cannot agree on the administration of the program, the matters in dispute shall be referred to the sponsoring parties for settlement.

SECTION XVII: REQUIREMENTS FOR OPERATOR TRAINEE

- A. High school graduate or equivalent.
- B. The Operator Trainee shall be physically able to perform the work under the jurisdiction of the Operating Engineers Bargaining Unit.
- C. Completion of four years of Firemen & Oiler Apprenticeship Program and/or a regular Operator that has bid on a position or is preparing himself for the position above him. Consideration should be given to an employee of City Water, Light and Power that possess the qualifications equal to the above.

SECTION XVIII: EQUAL EMPLOYMENT OPPORTUNITY

The Operator Trainee shall be selected without discrimination because of race, color, religion, national origin or sex.

SECTION XIX: SPECIAL CONDITIONS CONCERNING COMMITTEE

Should a lawsuit be initiated by anyone against the Bargaining Unit as a result of a person not meeting these standards and, therefore, not being allowed to become a member of the Bargaining Unit, then the Employer agrees to release forever from liability and to hold harmless the Bargaining Unit members for actions or inactions on this issue.

APPENDIX C – SOURCES OF INFORMATION

Vendor operating and technical manuals from such suppliers as Westinghouse, General Electric, Combustion Engineering, Babcock and Wilcox, Gardener Denver Co., etc.

Unit piping and layout drawings provided by Burns and McDonnell (consulting engineering company).

On-the-job training with qualified operating personnel supervised by the Joint Training Committee of City Water, Light and Power and I.U.O.E.

Manuals, drawings and training materials are available to the trainee from the Supervisor of Generation, Dallman Engineering Library and the Joint Training Committee.

APPENDIX D – DESIGNATED TRAINING PERIODS

Refer to Operating Engineers Training Program Position Classification Descriptions for positions covered in the Training Standards.

APPENDIX E – SIDE LETTER

SIDE LETTER

DEMIN OPERATOR AND SROE

The parties agree to discuss and negotiate over the duties of the Demin Operator and SROE prior to the Dallman demineralization system's removal from service.



For IUOE Local 399



For the City of Springfield

APPENDIX F - MOUS

10/18/21
CML

INTEROFFICE MEMORANDUM
Water Purification Plant



To: LOCAL NO. 399 PLANT PERSONNEL
From: KIM LUCAS
Date: OCTOBER 18, 2021
**Subject: ASSISTANT WATER WORKS
OPERATOR POSITION**

In accordance with the City of Springfield/Local 399-7 Agreement, Article IV, Section 1, Paragraph 1, bids for the position of Assistant Water Works Operator will now be taken. Successful bidders rate of pay will be in accordance with date of hire into the Local 399 in accordance with Appendix D of the October 1, 2015 to September 30, 2020 Labor Agreement between the Local 399 and the City of Springfield. Local No. 399 employees interested in bidding on this position should sign below. Deadline for bids is November 2, 2021 at 7:00am.

JEFF ISHMAEL
Trenton Slagle
CHAD GARDNER
Mike Geist
Jason Wilkins
Chris Doerfler - FIREMAN/OILER NOT
399
KEVIN FARSHEE
DAVID FERRIS ← called and asked
to be removed
from list.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CITY OF SPRINGFIELD, ILLINOIS and the INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO. 399

NOW COMES, the City of Springfield, Illinois ("City" or "Employer") and the International Union of Operating Engineers, Local No. 399 ("OE 399" or "Union") with Memorandum of Understanding regarding Water Purification Plant Grievance Nos. CWLP-PUR-2020-001 and CWLP-PUR-2021-001.

1. The provision detailed in attached March 12, 2020 memo written by Ted Meckes and attached hereto shall be incorporated in full into this MOU with the exception of the provisions addressing Maintenance Personnel "Free Month." The Employer agrees to settle Grievance NO. CWLP-PUR-2020-001 in the Unions' favor and eliminate Maintenance Personnel "Free Month" when Water Purification Plant staff is short one (1) Union employee for a period of time longer than thirty (30) consecutive days with no immediate date of return set. For purposes of this provision, both parties agree to consider full staffing to be 14 employees, including the Foreman. In settlement of this grievance, the City in no way establishes or sets a precedence of minimum manning requirements in this contract.
2. Provisions 1-9, as detailed in the attached draft MOU, regarding the hiring of Assistant Water Works Operators, are fully incorporated into this MOU.
3. The Employer agrees to resolve Grievance No. CWLP-PUR-2021-001 in the Union's favor. Temporary job vacancies of longer than 30 days shall be posted and filled temporarily at the Water Purification Plant.
4. The Employer believes that settling Grievance Nos. CWLP-PUR-2020-001 and CWLP-PUR-2021-001 in the Union's favor significantly degrades the appeal of the Maintenance Man position. The Employer also believes that due to significant technological upgrades at the Water Purification Plant, a restructuring of the job duties and functions is in order at the next formal contract negotiations. Therefore, until the next formal negotiations, if no Water Purification Plant Union employees bid on an open maintenance man position, that position will be filled by the least senior Union member currently employed at the Water Purification Plant.
5. The Employer and the Union are committed to ensuring that employees receive training that will help maximize the productivity and quality of their work and the efficiency of Water Purification Plant operations. Accordingly, after one (1) year of continuous employment at the Water Purification Plant, employees shall be scheduled for two (2) weeks of formal Senior Operator training. At the end of the scheduled two (2) weeks of training, the Employee may ask for additional training. If additional training is needed, one (1) week of intermittent training will be provided in a manner that does not unreasonably disrupt department operations.
6. Employees shall acquire the skills to fill in as Senior Operator no later than 18 months after the Employee's formal start date unless delays are the Employer's responsibility and after no more than three (3) weeks of formal training. If the time limitations stated herein elapse and the Employee is not capable of competently performing the duties of Senior Operator,

management will write a performance improvement plan. A meeting will occur between the Employer, Employee, and union representative to lay out the plan and goals for completion. If the Employee does not make reasonable progress in completing the steps of the performance improvement plan, the Employee shall be subject to the progressive disciplinary process, which may include discipline up to and including termination.

7. Employees who transfer from Dallman 31/32 or 33 to the Filter Plant will have their seniority date established as the date of transfer for job promotions, vacation picks, and layoffs.
8. Management and the Union agree that the Filter Plant union employee's time off requests are historically handled differently from those of the Dallman union staff. Filter Plant employees will adhere to the following recommendations for scheduled days off:
 - a. Two (2) vacation days are required to take off a weekend (Saturday and Sunday)
 - b. Compensation time may be used in one (1) day increments to take off a weekend.
 - c. When using Vacation or Compensation days before or after a Holiday, union staff must use two (2) days. This is only applicable when wanting to take the day before a holiday or the day after a Holiday. If wishing to use one (1) day to take the Holiday off itself, union employees must use one (1) additional day either before or after the Holiday.
 - d. Bonus days may be taken at any time on weekends and before or after a holiday if scheduled, so as not to create known overtime.

All other Filter Plant past practice time off policies not outlined here stay in effect in addition to those outlined above. All-time off is subject to approval and will not be granted if overtime is created from such request.

9. The parties agree to discuss and negotiate a new contract prior to the end of the September 30, 2023 contract. At that time, the Filter Plant contract terms and conditions will be negotiated and detailed separately from the Dallman 31/32 and 33 contract provisions. The intent of this effort is to establish a stand-alone contract or contract section that details all the applicable Filter Plant contract terms and conditions.

Date
Signed: _____

James O. Langfelder, Mayor

Business Agent, Local Union NO. 399
International Union of Operating Engineers

INTEROFFICE MEMORANDUM

Water Department



TO: Mike Masterson/Matt Davenport

FROM: Ted D. Meckes

DATE: March 12, 2020

SUBJECT: Meeting of 2/27/20

The intent of this memo is to memorialize the topics of discussion and what we believe an amicable resolution to Mark Pirok's grievance.

Mr. Mark Pirok was required to take a casual day on Sunday, February 2 rather than a compensatory day by management. The position of management was a long standing policy (35 plus years) that one maintenance person has a free month where they are not required to fill in on weekends every month unless we are down 2 employees.

The union stance is that we were down 2 employees (Demetri Powell resigned and Kenneth McCart has been off due to a non-work related injury). Management's position was that Kenneth was still on the payroll thus we are only down 1 employee and the maintenance person still had a free month.

From our meeting we believe the following resolution to be agreeable:

- In the future if an employee is off greater than 30 days (31) with no immediate (1-week) return date set they will be counted as being a person down.
- The Casual Day Mr. Pirok was required to take will be change to a compensatory day.
- For the purposes of the below provision, the Department and bargaining unit consider full staffing to be 14 employees, including the foreman.

- In the future if the Filter Plant is two (2) employees down (with the greater the 30 days caveat) the free month for maintenance personnel will be eliminated until the Filter Plant is only 1 person down.
- All numbers stated above apply to relief months only and do not create mandatory staffing levels.

If agreeable, please advise so that a formal grievance resolution may be drafted and executed by the parties.

Another issue that was brought to our attention was the language from Article VI Section 4, stating; "Employees shall be granted three (3) personal days per year that may be taken at the employee's discretion." Mr. Davenport stated that management has been allowing this only if this does not cause overtime. Mr. Davenport also stated that the Power Plant allows these 3 personal days at a moment's notice even if overtime is required. Mr. Davenport also stated that this would save the City money because employees would not take two (2) sick days. This statement concerned me that employees are taking off sick when not sick. Management can agree that these three (3) personal may be used anytime even if overtime is required. Please keep in mind according the same section "only one employee per plant per shift can be off on a personal day for any one day."

The final issue Mr. Davenport raised was the from article VI Section 2 stating "one day vacation will be granted after the schedule is posted if known overtime is not created at the time of the request and a minimum of 24 hours is provided. If you all recall from our negotiations this was related to the Power Plant personnel. In the past the Power Plant personnel were required to take vacations in 1- week increments, the Filter Plant has always allowed one day vacations during the week but not on weekends. Management will stand by this policy that has been in place at the Filter Plant for many years.

Please respond to this resolution at your convenience.

Cc Nate Rice
Todd LaFountain

MEMORANDUM OF UNDERSTANDING
BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
NO. 399

NOW COMES, the City of Springfield, Illinois (“City” or “Employer”) and the International Union of Operating Engineers, Local No. 399 (“OE 399” or “Union”) with Memorandum of Understanding regarding the hiring for the position of “Assistant Water Works Operator” and agree as follows:

1. The future decommissioning of the Dallman 31/32 and 33 generation units may result in employees being laid off due to a lack of work.
2. Both the Employer and Union wish to avoid layoffs to the greatest extent possible.
3. The Employer has multiple openings for the position of “Assistant Water Works Operator” and requires that they be filled in the very near future to meet operational need.
4. The collective bargaining agreement allows for certain “bumping” rights pursuant to Article XXII – Layoffs.
5. It would be detrimental to the operations of the Department if newly trained employees were bumped due to the decommissioning of the Dallman Units.
6. In the effort to avoid any future layoffs, it would be beneficial to both the Union and the Employer if OE 399 Employees from the Dallman 31/32 and 33 units applied and were hired for the position of “Assistant Water Works Operator.”
7. As a result, if an OE 399 bargaining unit member applies for and accepts the position of “Assistant Water Works Operator” prior to April 15, 2020, that Employee shall not be eligible to be bumped pursuant to Article XXIII of the collective bargaining unit.
8. Further, if the employee is eligible, the employee shall receive the pre-2015 rates.
9. If no current OE 399 bargaining unit member accepts the position of “Assistant Water Works Operator” prior to April 15, 2020, the City may post for and hire external candidates.
10. Any external hire will be exempt from bumping due to Dallman decommissioning pursuant to Article XXIII of the collective bargaining agreement.