

AGREEMENT

BETWEEN

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES**

LOCAL UNION 337

AND

**CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES**

OCTOBER 1, 2015 - SEPTEMBER 30, 2020

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MEMORANDUM

This is a written Agreement reached between the authorized representatives of the CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, Springfield, Illinois, and LOCAL UNION NO. 337 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, which, for convenience sake, may be referred to hereinafter as "Agreement" and the parties above mentioned may be referred to as the "Employer" and the "Union", respectively.

ARTICLE I PURPOSE AND SCOPE OF AGREEMENT

Section 1. This Agreement has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. To further the method which will provide 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 facilities and protection of property.

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

ARTICLE II RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of work and the resolution of differences for all employees in the job classifications shown on the Wage Schedule, Article XVIII, of this Agreement.

Section 2. The term "Employee" or "Employees" shall mean any employee or employees within the bargaining unit represented by the Union who is active in the payroll system or on an approved unpaid leave of absence.

Section 3. Changes in existing job classifications, or addition of new job classifications, shall not become effective until they have been reviewed by the Union.

ARTICLE III NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed, national origin, marital status or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

(All references to the 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. The Employer agrees not to interfere with the rights of employees to become members of the Union, and the Union shall not conduct such activities during working hours. There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE IV CHECK OFF

Section 1. Deductions - Upon receipt of a voluntarily signed authorization from an employee, the regular monthly dues of the Union (uniform in dollar amount for each employee) and P.E.O.P.L.E. check off shall be deducted along with names and social security numbers, from such employee's pay. The amounts so deducted shall be forwarded monthly to the Union at the address designated in writing to the Employer by the Union. If the employee has no earnings for any month, the Union shall be responsible for collecting said dues.

Authorization from the employee for such deductions shall be revocable by a notice in writing to the Employer and the Union.

The Union shall advise the Employer of any increases in dues in writing at least thirty (30) days prior to its effective date.

Section 2. Union Security - Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012, of the costs of the collective bargaining process and contract administration. The fair share payment, as certified by the Union, shall, be deducted by the Employer from the earnings of the non-member employees and shall be remitted monthly along with names and social security numbers to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.

Section 3. Notice and Appeal - The Union agrees to provide required notices to employees in accordance with applicable law. The Union agrees to provide employees subject to fair share deductions a reasonably prompt chance to challenge the amount of the fee before a neutral, an adequate explanation of the basis of the fee, an escrow account for the amount in dispute which challenges are pending, and all other procedures necessary to comply with United States Supreme Court decision in CTU vs. Hudson.

Section 4. Religious Exemption - Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from a list of charitable organizations.

Section 5. Dental Deduction - A separate voluntary payroll deduction for Union-provided dental insurance may be made for those employees who provide the Employer with a signed payroll authorization card requesting such a deduction.

Authorization for the dental insurance deduction shall be allowed once each year by the Employer and shall be revocable by the employee upon notice in writing to the Employer and the Union.

The amounts so deducted shall be forwarded monthly to the Union at the address designated in writing to the Employer by the Union.

Section 6. Union Indemnification - The Union shall indemnify and save harmless the Employer and its officers, agents and employees against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer, its officers, agents and employees in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made, the Union shall refund any such amount directly to the involved employee, with notification to the Employer.

ARTICLE V 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 operation, to determine its policies, its overall 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.

ARTICLE VI UNION RIGHTS

Section 1. Union Activity During Working Hours - Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or other hearings or meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not significantly interfere with the Employer's operations.

After giving appropriate notice to their supervisor, employees shall be allowed time off without pay or use accrued benefit time, excluding sick time, to attend AFSCME certified steward training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) days for each steward for the term of this Agreement.

Additionally, when new local union presidents are elected they shall be entitled to two (2) unpaid days off or use accrued benefit time, excluding sick time, to attend the AFSCME Council 31 New President Orientation.

Section 2. Information Provided to Union - The Employer shall submit to the Local Union, upon request, the current seniority roster and reemployment lists, applicable under the seniority provisions of this Agreement.

Section 3. Labor/Management Meetings - Labor/Management meetings may be conducted once every month (if needed). Union and Management will submit agenda items to the designated representatives five (5) days prior to the scheduled Labor/Management meeting.

The number of participants for the Union will not exceed four (4) employees. Labor and Management may request additional participants to clarify the issues under discussion.

Section 4. The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, District Council representatives, or International representatives shall have access to conduct Union business provided the Union first notifies the Employer and does not unduly interfere with the operational requirements of the Employer.

Section 5. No authorized representative of the Union who is required to be involved with the Employer in negotiations or grievance discussions shall lose pay for time spent away from work as qualified below.

They will be paid the applicable rate provided in Article XVIII. Regarding special assignment pay (e.g. new construction rate and seasonal rates), the special assignment pay will be paid provided that no other person is "stepped up" to fill the job classification that the subject person holds. Special assignment pay will not be paid when discussions and negotiations occur during inclement weather. The recognition of appropriate rates of pay will be subject to the daily work assignments as assigned by the area superintendent. At no time will overtime rates be paid during negotiations or grievance discussions. Pay is not provided for time spent in negotiation or grievance discussions outside the individual's normal work shift.

Overtime shifts turned down by an individual will not be subject to reassignment on callout sheet; they will be treated as normal turndowns. In all cases where any Steward or Union Representative is required to conduct Union business, he should notify his Supervisor prior to conducting the union business, and return as soon as he has completed the union business.

Section 6. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places at the Distribution Center, Lake Services and other appropriate areas to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE VII GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance, disagreement or dispute which may arise between the parties or members including but not limited to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Section 1. Grievance Procedure

- Step 1. No more than two members of the Union Grievance Committee, with or without the employee, shall discuss his grievance with the division Superintendent as soon as practical or within ten (10) working days of the date the disagreement occurred or the employee's knowledge of the occurrence. The division Superintendent shall respond to the grievance as soon as possible but not later than three (3) working days.

- Step 2. If the disagreement is not resolved within three (3) working days, the grievance shall be reduced to writing and signed by the employee and the Union Steward or an elected official of the Union and presented to the appropriate Division Manager. This must be done within five (5) working days after the response in Step 1 is due. The appropriate Division Manager shall respond to the grievance within five (5) working days to the employee and the Local Union Grievance Committee.

- Step 3. If the grievance remains unresolved, it shall be presented by the Union Grievance Committee within five (5) working days after the response in Step 2 is received in writing, to the Public Utilities General Manager or his designated representative. The Public Utilities General Manager shall respond in writing within seven (7) working days to the Union.

- Step 4. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of General Manager is due, by written notice to the other, request arbitration.

Section 2. Arbitration

- A. If the representatives of the Employer and of the Union are unable to reach an agreement on any grievance then such grievance shall be referred to arbitration.
- B. 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 Federal Mediation and Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators,. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at 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.

The expenses and fees of the arbitrator and the cost of the hearing room shall be split equally between the parties. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for

the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for an equal cost of the verbatim record as noted above.

Section 3. The members of this unit covered by this Agreement 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 Agreement. 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, the subject matter of that action shall not be a basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, 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 be initially eligible to be a subject of a grievance.

ARTICLE VIII DISCIPLINE

Section 1. Discipline - While the parties agree with the tenets of progressive and corrective discipline, disciplinary action may include any of the following, but shall be initiated in light of the seriousness of the offense:

- Oral reprimand;
- Written reprimand;
- Suspension (notice to be given in writing);
- Discharge (notice to be given in writing).

Disciplinary action may be imposed upon a certified employee for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action-giving rise to the discipline and has had a reasonable period of time to investigate the matter.

Section 2. Reprimand - If the Employer has reason to reprimand an employee it shall be done whenever possible in a manner that will not embarrass the employee before other employees or the public.

Section 3. Notice - For discipline other than reprimands, the Employer shall hold a pre-deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward of the meeting and reasonably in advance of such meeting shall provide the steward with the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 4. Demotion - Demotions shall not be used as a disciplinary measure, however, the parties recognize that circumstances may exist where the interests of the Employer or the employee may be best served by such action and in such cases demotion shall be appropriate.

Section 5. Union Representatives - An employee, upon request, will have a right to union representation during the imposition of discipline.

Section 6. Any oral reprimand or written discipline imposed shall be removed from an employee's record, upon request, if, one (1) year passes without the employee receiving any additional discipline. Any suspension imposed, except for suspensions resulting from positive drug and/or alcohol tests, shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action, four (4) years pass without the employee receiving any additional discipline. Suspensions imposed for positive drug and/or alcohol tests shall be removed from an employee's record, upon request, if, from the date of the last suspension, five (5) years pass without the employee receiving any additional discipline. Discipline imposed for a positive drug and/or alcohol test shall be considered separate when determining levels of discipline for other infractions.

ARTICLE IX HOURS OF WORK AND OVERTIME

Section 1. Five (5) eight (8) hour days, Monday through Friday inclusive, forty (40) hours, shall constitute the workweek. Eight (8) hours within each twenty-four (24) hour period shall constitute the workday. The parties agree to follow the past practice of the summer hours work schedule of 6:00 a.m. to 2:30p.m. on or around Memorial Day to Labor

Day as determined by management and local president or designee. This change does not apply to shift workers.

Section 2. A thirty (30) minute lunch intermission time shall be provided between the hours of 11:00 A.M. and 1:00 P.M. The thirty (30) minute lunch intermission time shall be defined as the period between the time work stops on the job site to the time work starts on the job site. The workday as defined in Section 1 of this Article shall be exclusive of this thirty (30) minute time period, and shall apply to non-shift labor only.

If non-shift employees are requested to work during their lunch period and are not given an opportunity to eat lunch, they shall be compensated at the double time rate.

Section 3. The Employer may establish another regular work week for a minimum number of individuals or crews, provided the Union shall be notified. However, there shall be no changes in the work week to avoid paying overtime. Temporary employees hired between May 1st and October 1st may perform work similar to that being performed by Union members.

Section 4. When it is necessary that employees continue to work for three (3) hours or more after their regular quitting time, they shall be furnished a meal at the Employer's expense. No alcoholic beverage may be served when a meal is at the Employer's expense and the employee is returning to work. Employees shall be paid a minimum rate of four (4) hours pay at double time unless prearranged (Section 11), then at time and one-half. The Employer shall furnish additional meals for such men 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.

If an employee is called in more than two (2) hours but less than six (6) hours before the start of their shift, that employee shall receive a meal allowance, the meal to be taken as soon as possible based on operational needs. No additional time will be granted to eat the meal.

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

Section 5. A minimum of four (4) hours at double time rate shall be paid to all employees who are required to report to work two (2) or more hours before regular starting time. If required to report less than two (2) hours before start, they shall receive double time pay until the regular starting time.

Section 6. Any employee called to work on Saturdays, Sundays and Holidays shall receive not less than four (4) hours at double time rate of pay. Any employee on call out shall be required to perform all emergency work within his classification during the call out period.

Section 7. All overtime shall be equally and impartially divided among bargaining unit employees doing the same class of work, insofar as practical. Bargaining unit employees should be called first on any overtime. If overtime is available in the office on holidays, weekends, vacations, personal days and other time off situations and the office personnel do not want to work, this overtime shall be divided between all other employees in the bargaining unit on a rotating basis so long as they are qualified. The overtime rate of pay shall be based on their own classification wage rate. This overtime shall be administered by their respective Superintendent or his designee.

All emergency and other cases of overtime shall be equally and impartially divided among members of the bargaining unit on a rotating basis, by seniority in each job classification, and administered by their Superintendent or his designee. If Local No. 337 fails to provide an adequate number of qualified employees in the bargaining unit to work overtime in emergency situations, the Superintendent or his designee may fill the required positions with any employee deemed qualified outside of the bargaining unit.

Section 8. All overtime work on Sundays and holidays shall be paid at the double time rate. Employees shall be paid at the rate of double time for all overtime not specified otherwise. Also, all employees who have worked more than eight (8) consecutive hours, but not less than sixteen (16) hours immediately preceding their regular shift, shall receive the double time 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. The Employer may release employees from work during the employees' normal work hours for rest. Such released time shall be paid at the employees' normal rate of pay. If called back to work before having eight (8) consecutive hours off duty, employees shall continue to be

paid at the double time rate, except where the employee has filled an office position on a temporary, overtime basis.

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

Section 9. Prearranged work outside the regular work shift shall be paid at one and one half times the regular rate when notification is given ten (10) hours or four (4) working hours in advance. Ten (10) hours or four (4) working hours constitutes sufficient time to classify overtime as being prearranged. On prearranged work, the Employer shall have the option to complete job prearranged for up to eight (8) hours total, after which the rate will be at double time at the option of the crew to continue working.

Section 10. Employees shall be paid for all overtime. Effective October 1, 2004, an employee may request and be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of 80 hours per contract year. Compensatory time shall be scheduled in advance and can be taken in four hour increments, subject to the approval of the supervisor. Compensatory hours not used shall be liquidated in cash at the end of the contract year.

Section 11. No employee will be scheduled to work more than two consecutive shifts in a non-emergency situation. If an employee is scheduled to work two consecutive shifts and is up on the overtime rotation to work a third shift that employee will be passed over and another qualified employee will be scheduled.

Section 12. All overtime not otherwise specified shall be paid at the double time rate. If called back after regular quitting time, no less than four (4) hours on double time basis will be paid.

All employees who have worked their regular eight (8) hour shift and continue working or are called back before having eight (8) hours of rest and work an additional eight (8) hours immediately preceding their next regular shift shall receive eight (8) hours of rest from the time they are released from work until required to return to work. If called back to work before having eight (8) consecutive hours off duty (rest period) employees shall have the option to accept or decline the call back. If the employee accepts the call back they shall be paid the double time rate for all hours worked until the regular starting time.

Employees will be paid for the hours of the above rest period that fall in their regular work shift. Employees will be required to return to work for any hours remaining in their regular shift after receiving eight (8) hours of rest or request benefit time off.

Employees may use compensatory time in one (1) hour increments for any remaining regular shift hours. The use of compensatory time in one (1) hour increments applies only to Article IX, Section 13 of this contract.

ARTICLE X SENIORITY/VACANCIES/LAYOFFS

Section 1. After six (6) months of continuous employment in the bargaining unit, seniority shall be recognized and the senior employee shall be given preference.

Section 2. Divisions within the Office of Public Utilities shall be the Water Department Distribution Section, Electrical Department Section and Administrative Services Section (Lake Services and Property Management Center).

Section 3. Union employees shall have preference where promotions and overtime work are concerned. Seniority shall govern only employees covered by this Agreement.

Section 4. When the Employer determines to fill a vacancy, the opening shall be posted five (5) working days by heads of the Division and all employees within the bargaining unit shall be permitted to bid on same. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority shall govern. Within twenty (20) working days after the bids are received, the successful bidder will be awarded the position and a start date determined pending receipt of medical exams and with payroll logistics and operational needs taken into consideration. In any case, the Employer will start the successful candidate in the position within thirty (30) working days after the receipt of the bids. This provision will apply only to bargaining unit bidders. One hundred twenty (120) days shall be considered a break in period. During this one hundred twenty (120) day period, the Employer and Union will evaluate work. The Employer has the right to return the employee to his previous classification at any time during the one hundred twenty (120) day period, and the job will be rebid. An employee may request to return to his/her previous classification within 30 calendar days of his/her appointment to the position. The resulting vacancy will be filled from the previous bid list.

Employees covered hereunder shall have the right to a hearing in the manner herein set forth on any differences of opinion as to the competency of employees filling a new position or vacancy, discipline administered, layoff, discharge or questions regarding seniority.

Employees with a minimum of 20 years of continuous service in the bargaining unit, and who are a minimum of age 50, may bid into posted vacancies of Complaint, Locate and Storeroom positions only and will be allowed to carry their current wages to titles with a lower hourly rate of pay.

Complaint Men with a minimum of five (5) years in title, who elect to bid into a Laborer position, shall start at the Water Service Maintenance Man: Over One Year rate of pay.

Section 5. An employee placed on temporary assignment to a higher paid classification shall receive the established rate of pay for the higher classification. Employees placed on temporary assignment, not to exceed two (2) weeks, to a lower paid classification, shall suffer no reduction in wages during such two (2) week period. No employee should be retained in a lower paid classification longer than necessary. Wherever possible, the lower paid classification should be filled by someone for training purposes or rotated by other qualified people. Except during the posting period, temporary job assignments shall not be made to fill permanent vacancies.

Section 6. An employee being permanently transferred out of a Division, demoted or laid off, shall be notified two (2) weeks in advance of such action. Any employee transferred, demoted or discharged for just cause will have the right of a hearing before a representative of the Employer, Civil Service, the Union and any legal counsel of the employee's choice. This section will not pertain to returning temporarily assigned employees to former Division or classification or to employees within the one hundred twenty (120) day break-in period.

Section 7. The Employer may layoff any employee, whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position, or because of changes in organization. However, no employees within the unit shall be laid off while there are seasonal, volunteers, interns, intermittent, temporary or probationary new hire employees serving in the same job classification within the organizational unit, for which the employee is eligible and available. In addition the Employer agrees not to utilize non-bargaining unit workers to perform the work of laid off bargaining unit employees for the purpose

of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

In the event a layoff is necessary, employees will be laid off by inverse order of seniority and their ability to perform the remaining work available without additional training. Layoffs shall be within an organizational unit by classification, i.e., Water, Electric, or Administrative Services.

Employees subject to layoff shall be allowed to exercise the following options in the order set forth below subject to the employee being qualified for the position:

1. to fill a vacancy, if any as determined by the Employer, in the same classification within the same bargaining unit;
2. to displace the least senior employee with the same classification in the same bargaining unit;
3. to fill a vacancy, if any as determined by the Employer, in a classification having a lower rate of pay within the same bargaining unit;
4. to displace the least senior employee in a lower level classification within the same bargaining unit provided the employee has the skills and abilities to perform the work.

Any employee being laid off shall be notified in writing as soon as practical but no later than twenty-one (21) days before the effective date of the layoff.

An employee may waive his/her right to bump into a lower classification and choose to accept a layoff without any adverse effect upon future employment.

Employees on layoff shall not accumulate vacation, sick, or personal leave during the period of layoff. However, there shall be no loss of accumulated sick leave during layoff, except that when an employee is continuously laid off for a period of sixty (60) months, accumulated leave shall be lost. Accumulated vacation shall be paid on the next payroll following the laid off individual's last day of work.

Section 8. An employee on layoff with the greatest seniority within the job classification in the bargaining unit shall be recalled to work first.

An employee returning from layoff must be physically able to perform the assigned work.

Section 9. An employee shall lose his seniority if he quits, is terminated or discharged for just cause, does not return to work from layoff within ten (10) working days after being notified by the Employer by registered mail, or if the Employer has not been able to locate him at the address which he has most recently given the Employer. The Employer shall furnish the Union the name of any employee notified to report back to work on the day notification is sent to the employee.

Section 10. During layoff, seniority shall continue to accrue, subject to the following:

- A. An employee shall be terminated if he has been on layoff for a period of time equal to his seniority at the date of layoff or five (5) years, whichever is greater.
- B. An employee's seniority shall continue during:
 - 1. Period of approved absence with leave
 - 2. Period of absence because of injury or illness
 - 3. Period of layoff because of lack of work as limited by Section 11.

Section 11. An employee notified of a recall to a job classification within his division, paying less than he was receiving when laid off, may refuse to accept such work without being terminated. Such refusal shall be in writing and mailed before ten (10) working days have passed from receipt of notice of return. An employee refusing to accept a position having the same pay as he received when laid off shall be terminated.

Section 12. Temporary Foreman Positions:

- A. Callouts: If no crew leader is available, the employee with the most bargaining unit seniority on the crew will assume the position of Foreman.
- B. During Normal Working Hours: The Water Distribution Superintendent will designate a bargaining unit employee as Foreman, not based on seniority.
- C. On overtime at Lake Services, when a crew is working and a foreman is not scheduled to work, qualifications being equal, the employee with the greatest bargaining unit seniority will assume the position of foreman.

ARTICLE XI PROBATIONARY REQUIREMENTS

Section 1. Every person who becomes an employee must work a twelve (12) month probationary period before they are eligible for the conditions of this Agreement.

Section 2. Upon successful completion of six (6) months by the employee, six (6) months of bargaining unit seniority shall be recognized.

Section 3. Management will involve the Union officers and request their opinion before a written report is sent to the Public Utilities General Manager prior to the end of a new employee's probationary period.

Section 4. The Union shall not have the right to grieve over the discharge of any employee while he is on probation.

Section 5. Any employee, who is placed in a position by the Employer not covered under this Agreement, shall continue to acquire seniority rights as long as the Office of Public Utilities employs them. They may not use their seniority rights to bid on any job opening under this Agreement while in a position not covered by this Agreement. If said employee is removed from the above mentioned position at such time there is no appropriate job openings, they shall be paid at the applicable rate found in Article XVIII 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 6. Employees who have successfully bid temporary assignments of temporarily vacant, permanent positions (e.g. a vacancy created because another employee is on duty disability) will have experience credited toward advancement within the given classification (e.g. WSMM First Year to WSMM over 1 year) as follows: Only periods of thirty (30) consecutive working days or more worked will be credited toward qualifying experience. (Including approved leaves).

Should said employees return to a previously held classification, qualifying experience will remain valid under the following schedule: If the employee has accumulated less than six (6) months of qualifying experience, that experience will remain valid for a period of 1 year from the last working day in the temporary assignment held. If the employee has accumulated six (6) months or more of qualifying experience, that

experience will remain valid for 2 years from the last working day in the temporary assignment held. Should employees return to work in the temporary classification within the above time frames for related experience, additional time served will be added to the time previously accumulated. If the time period for relative experience elapses, the employee will be considered to have no qualifying experience for purposes of advancement within the classification. A 90-day probationary period will apply to any employee who successfully bids the position should it become open on a temporary or permanent basis.

ARTICLE XII LEAVE OF ABSENCE

Section 1. Eligibility - Employees completing twelve (12) months of probation upon written request shall be granted a leave of absence in accordance with the provisions of this Article.

Section 2. Personal Days - An allowance of three (3) personal days, according to the following schedule: After 90 days - 1 personal day; after 180 days - 1 additional personal day; after 270 days - 1 additional personal day. An employee with at least one (1) year of seniority will be granted five (5) personal days per year that may be taken at the employee's discretion, except that the employee must give notice to his Superintendent at least twenty-four (24) hours prior to the start of the shift he desires to use as a personal day unless the personal day is used in lieu of sick leave. Employees hired on or after the ratification of the 2015 agreement shall be granted three (3) personal days per year that may be taken at the employee's discretion, except that the employee must give notice to his Superintendent at least twenty-four (24) hours prior to the start of the shift he desires to use as a personal day unless the personal day is used in lieu of sick leave. A personal day may only be used in lieu of sick leave to preserve bonus vacation. Personal days may not be accumulated. Only a limited number of men can be off on a personal day for any one day. The Superintendent in charge, at his discretion, shall set the number of men such that it will not disrupt operations. 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 his 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. If the nature of the work makes it necessary to limit the number of personal days taken at one time or the number of employees taking personal days at the same time, the employee with the greatest

seniority shall be given his choice of the period in which to take personal days.

Section 3. Bereavement Leave - Employees shall be granted a maximum of five (5) days of leave of absence at the regular rate of pay if a death occurs to one of the following: father, mother, spouse, child, spouse's mother, spouse's father. Employees shall be granted a maximum of three (3) days at the regular rate of pay if a death occurs to his brother, sister, grandchildren or other relatives who 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 grandparents, aunt, uncle or his spouse's brothers or sisters. Employee must notify Job Steward and Superintendent in charge before leave is taken.

Section 4. Duty Disability - Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. The first three (3) days will be paid if the injury is determined to be compensable under the Act. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between compensation payable under the above-mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work related injuries, which cannot be resolved between the employer and employee, shall be decided under the procedures of the Illinois Industrial Commission. The employee will receive full time for the day of injury. Employees who become eligible for workers' compensation benefits on or after October 1, 2015, shall not accrue benefit time while receiving workers' compensation benefits for 30 calendar days or longer, unless specifically awarded pursuant to the Workers' Compensation Act, Award or Settlement.

Section 5. Jury Duty - An employee, who loses time from work during his regular scheduled hours because of jury duty service, including legally required appearance for examination by a jury commission prior to such jury service, or because of service under subpoena in a court of

record, shall be paid for such time lost at his regular rate. Jury duty fees shall be offset against such pay.

Section 6. Military Leave - Employees who are members of military reserve units or the Illinois National Guard shall be paid for time away from work that may be required by their respective units. This section only applies to situations where the military reserve force initiates the order and is not meant to apply in situations where an officers request is merely confirmed by the issuance of an order. Military pay shall be offset against such pay. Any employee inducted into the Armed Services shall be granted a leave of absence without pay for time spent as an active member of the military service. An employee's seniority shall continue until thirty (30) days after discharge.

Section 7. Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

An eligible employee is entitled to a maximum of twelve (12) weeks of Family or Medical leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the city notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to submit medical verification from a health care provider. The employee may also be required to undergo an

examination by an impartial physician. Such examination shall be paid for by the Employer. Upon return to work, the employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the employee was still on active duty. The employee will be required to maintain individual health and/or dental premiums, if any. Payment of the employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any employee whose payment is more than thirty (30) days late.

After a leave, the employee will be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An employee who fails to return from an FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

ARTICLE XIII SICK BENEFITS

Section 1. Sick leave shall be paid to employees after six (6) months. Each employee covered by the contract shall accumulate sick leave at the rate of one (1) workday with pay for each month of service including prior service. (When an employee completes six (6) months, he shall have accumulated six (6) sick days to his credit.)

Probationary employees providing medical certification will be granted authorized dock time. An employees' probationary period shall be extended by the number of dock days utilized.

Section 2. Employees shall be compensated in cash at a ratio of five (5) days pay for twelve (12) days accrued sick leave to a maximum of ninety (90) days when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. ($5/12 \times 90 = 37.5$ days pay). Employees hired on or after January 1, 2012 shall not be eligible for this payout.

Section 3. Bonus Days - Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and do not use any

sick leave or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay. Employees who have accrued ninety (90) days sick leave prior to a contract year and do not use any sick leave or are not absent without pay during a current contract year shall be granted five (5) days leave with pay. Bonus days can be taken from October 1st to September 30th and can be taken a day at a time. Such leave shall be taken with the approval of the Superintendent. If an employee does not use his bonus days during the contract year, he may carry over these days into the next contract year. Bonus days shall be used between October 1st and March 1st of the new contract year or shall be forfeited. This time may not be cumulative. Effective October 1, 2011, sick days covered under FMLA shall be considered when determining an employee's eligibility for bonus days. The sick time used by employees that is a part of an extended illness of ten (10) working days will not be counted if the employee has accrued the minimum of 30 or 90 sick days during their employment.

Section 4. It shall be the responsibility of the employee to see that the office is notified of his illness and his inability to work prior to the beginning of his work shift.

Section 5. If the employee shall be absent on sick leave under a doctor's care, he shall furnish a doctor's certificate signed by said doctor. When an employee 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. [Employees shall not be compensated for more than three (3) days in any contract year (October 1st to September 30th) for illnesses, which do not require a doctor's certificate.]

Section 6. An employee who has not met the above requirements for sick leave and has exhausted all accrued credits and has completed a family medical leave under Article XVI, Section 7 shall be granted upon request, a leave of absence without pay for a period up to six (6) months. Such leaves may be extended upon written request accompanied by a doctor's certificate. An employee's seniority rights shall continue during such leaves.

Section 7. The Employer shall provide an insurance program for its employees and dependents, which includes hospitalization, doctor's care and life insurance. No employee will enroll his spouse and/or dependents under this insurance who are ineligible to receive benefits because of other insurance coverage. The Employer will pay the entire cost of the basic plan. Life insurance is for the employee only.

Section 8. If the average number of sick days taken by employees covered under this contract within the Water Distribution section, Electric Distribution section or Administrative Services section, is 3.5 days or less for employees within that section during a contract year beginning October 1, and ending the following September 30, employees within that section using 3.5 sick days or less will receive a \$350 bonus at the end of the corresponding contract year. (Note: Employees who transfer from one section to another, shall have his/her eligibility and all days of sick time use for the whole contract year, allocated to the section in which the employee was employed the majority of the contract year.) Effective October 1, 2004, if the average is 2.5 days or less, employees will receive an additional \$100 bonus. The sick time used by employees that is part of an extended illness of more than ten (10) working days will not be counted against the section total. That employee will remain in the headcount total for that section and all sick time used, except for the extended illness time, will be included in the section totals. The employee's extended illness shall count as one (1) day for purposes of calculating the bonus for the entire section. Total extended illness time will count in that employee's total of sick days used as it relates to receipt of the sick time bonus. Only those non-probationary employees employed on the last day of the contract year are eligible for the bonus. Effective October 1, 2011, sick days covered under FMLA shall be considered to determine an employee's eligibility for bonus payment.

ARTICLE XIV HOLIDAYS

Section 1. The following paid holidays shall be granted to all fulltime employees:

1. New Year's Day
2. Decoration Day (Memorial)
3. Independence Day
4. Labor Day
5. Veterans Day
6. Thanksgiving Day
7. Day After Thanksgiving
8. Day Before Christmas or After (to be decided annually)
9. Christmas Day
10. Good Friday
11. Lincoln's Birthday
12. Martin Luther King's Birthday

Section 2. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Employees must work the day before and after the holiday or be on an approved paid leave in order to qualify for holiday pay.

Section 3. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 4. Employees who do not work on a holiday or days celebrated as such, shall receive the rate of straight time for that day.

Section 5. When an employee is assigned to work on any of the above holidays, they shall be paid at the double time rate of pay, in addition to his regular holiday pay.

Section 6. When a holiday is celebrated on Monday or Friday, only the day celebrated as the holiday shall be considered for holiday pay.

**ARTICLE XV
VACATION**

Section 1. Employees shall be granted vacation time with pay according to the number of years of continuous service they have with the City of Springfield.

Section 2. Vacation leave per year with pay will accrue according to the following schedule:

0 through the end of 5 years	10 days
Start of 6 th year through end of 15 years	15 days
Start of 16 th year through end of 25 years	20 days
Start of 26 th year	25 days

Section 3. Vacations may be taken in the following manner - After six (6) months of continuous service, five (5) days may be taken; after an additional six (6) months of continuous service, an additional five (5) days may be taken; after the second year of continuous service, vacation may be taken as indicated in Section 2. Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. Such days must be used within that year.

Section 4. Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. Employees in the Electric Department shall be limited to a maximum of two weeks vacation time between June 1 and September 1, unless waived by the Superintendent based upon operational needs. Employees with at least six (6) months continuous service who retire or resign from the service of the Employer shall be compensated at their straight time hourly rate for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the Employer in writing. If said notification is not provided, the employee shall not be entitled to any pay for accumulated vacation time. The parties recognize there may be circumstances that prevent giving 2 weeks notice. In those cases, the Employer and union will meet to discuss waiver of the notification requirement. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any probationary employee or any employee discharged for cause be compensated for unused vacation.

Section 5. If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation period shall be extended one (1) additional workday.

ARTICLE XVI JOB DESCRIPTIONS AND DUTIES

Section 1. The purpose of the job descriptions listed below is to identify an occupational classification in the bargaining unit of the Union. Incidental duties shall not be included in a job description unless they are recognized to identify the classification.

Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications and 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.

Included and made a part of the following job descriptions is a clause covering "all other duties or instructions required in the efficient performance of the job as deemed necessary by the Superintendent:

WATER DISTRIBUTION DIVISION

Water Division Foreman - To assume responsibility for carrying out the instructions of the Superintendent; to oversee the personnel assigned to him and be responsible for all safety requirements; to report any required maintenance of equipment that is used by his crew; and to maintain all required records. Water Division Foreman to be working Foreman.

Water Division Service Maintenance Men - Receive and carry out instructions from the Division Superintendent and/or Foreman, install all services, make taps, make service connections, use boring equipment, use tapping machines up to twelve (12) inches. Also, perform all other maintenance duties to buildings and grounds as assigned by the Division Superintendent, and assist during emergencies.

Valve Crew Foreman - Receive and carry out instructions from the Superintendent. Locate and operate main and fire hydrant valves; raise valve boxes to grade; flushing of mains and collection of water samples, verification of water distribution maps and records; assist water distribution crews in location and operation of valves, pumping and water distribution maintenance work.

Valve Crew Laborer - Receive and carry out instructions from the Division Superintendent and/or Foreman. Locate and operate main and fire hydrant valves; raise valve boxes to grade; flushing of mains and collection of water samples, verification of water distribution maps and records; assist water distribution crews in location and operation of valves, pumping and water distribution maintenance work.

Fire Hydrant Crew Foreman - Receive and carry out instructions from the superintendent. Operate and maintain all fire hydrants in the distribution system. Work with and assist the Fire Department in operation and flow testing in fire hydrants. Work with and assist in the verification of Water Distribution maps and records.

Fire Hydrant Laborer - Receive and carry out instructions from the Superintendent of Distribution and/or the Fire Hydrant Crew Foreman. Maintain and repair all fire hydrants in the City water distribution system. Perform interdepartment flushing and flow testing. When replacing a hydrant, this crew will be given additional labor to complete the work.

Storeroom Foreman - Work consists of ordering all the material for the Water Division Distribution System, and keeping a perpetual inventory of the Water Division Stock. Also, performing general office work

necessary to implement the efficient functions of the Storeroom as preparing purchase requisitions, receiving sheets, requests for delivery, stock requisitions, small job orders, and issuing of material and supplies to the service crews. Must also direct the orderly arrangement of materials in the warehouse and yard storage area. Assist with inventory control between the Water Division and Data Processing.

Storeroom Keeper - Work consists of receiving all materials for the Water Division and issuing work materials to service and water main crews daily; the constant maintenance of all storeroom facilities in the warehouse, yard, and grounds; keeping the storeroom foreman informed as to the necessity of ordering materials, small equipment, supplies, and providing other necessary inventory control assistance which may be required to properly maintain the inventory including, but not limited to, issuing and receiving materials with associated record keeping; and pick up and delivery of materials to crews. Must be able to operate CRT terminal and PC to prepare DCVs, purchase orders and requisitions, stock requisitions, and other paperwork pertaining to purchasing and inventory control. Perform Communications Operator duties as required on a relief basis.

Storeroom Helper/Utility Person - Work consists of assisting the Storeroom Keeper in all matters. Maintenance of warehouse facilities, stores area, service center grounds, pickup and delivery of materials to crews. Is assigned duties by the Water Office Manager or Storeroom Foreman. Perform duties as a Water Service Maintenance Man when assigned. Perform Communications Operator duties as required on a relief basis. When performing Communication Operator duties this person shall be paid at the Storeroom Helper rate.

Office Systems Operator/Data Input Operator - To perform all general type office work equivalent to Clerk Typist I and assist the Water Division managers in all phases of their work, necessary for the implementation of an efficient Water Division clerical system. Must be able to operate CRT terminal and PC to assist in the preparation of DCV's, purchase orders and requisitions, stock requisitions, and other paperwork pertaining to purchasing and inventory control. Must be able to prepare and maintain paperwork pertaining to new services. Prepare and maintain payroll and related records including leave totals. Must relay information by radio to the field crews and by telephone to the public. Perform Communications Operator duties as required.

Communications Operator - To assist if necessary in general office work and must be able to relay information by radio to the field crews concerning valve location, main location and emergency orders as may

be directed. Will assist in secretarial duties as required. Assist and help implement new record keeping programs as necessary. Must be able to process all paperwork associated with the above described jobs and give assistance as needed to the general public in regard to water problems, connected with residential or commercial services.

Water Division Janitors - Keep the building clean at all times, which includes the work areas as well as the toilet facilities; have a knowledge of the various chemicals used and their proper use; and keep all equipment assigned to them clean and in proper condition. Perform watchman duties on a relief basis.

Water Division Watchman - To maintain a security watch of the assigned Water Division property; to record all evening telephone calls, to record and call personnel to work and to provide the following limited janitorial services when all attempts have been made to fill janitorial job: Sweep office area floors, empty waste baskets and ashtrays as directed by the Superintendent. Relay information by two-way radio to personnel, such as water service, meter, main and valve locations. Assist and help implement new record keeping programs as necessary, must be able to process all paperwork associated with new and existing record keeping programs.

Complaint Man Foreman - To assume the responsibility and/or to direct the Complaint Man in completing the duties as defined under the Complaint Man job descriptions. To assume responsibility for carrying out the instructions of the Superintendent; to oversee the personnel assigned to him and be responsible for all safety requirements. To complete paperwork and records as assigned. Complaint Man Foreman to be a working Foreman.

Complaint Man - Investigate and maintain services, hydrants, water meters and mains. By "investigate and maintain", this means the checking of main leaks, service leaks and meter leaks. Complaint Men will be required to replace meter pit lids, make meter readings, change meters and clean out stop boxes, meter pits, and valve boxes, investigate high bills and deliver materials to job site. All Complaint Men will be knowledgeable with Kardex and maps in regard to looking up stop boxes, valve boxes, locating mains, checking meter numbers and Kardex and record and maintain records of all investigations.

Relief Complaint Man - Water Meter Repair Man - The duties for the relief complaint man will be those as assigned in the Contract for a Complaint Man and those of the Meter Repair Man, depending where the relief man is working. The work shift will be Tuesday through

Saturday, with the regular days off being Sunday and Monday. This will not be a rotating shift.

Relief duties will be to relieve the Complaint Men when they are on vacation or during extended periods of illness.

All Saturdays will be worked as a Complaint Man. The Relief Man when not working complaints will work in the Meter Shop.

Night Complaint Man - Perform duties as described in Water Division Complaint Man description as directed by the Superintendent. The hours for this position are 11:00 a.m. to 7:30 p.m. At the discretion of the Superintendent, these hours may be changed forward and, as desired, subsequently backward by up to one and one-half (1 1/2) hours given two-week notice. As such, the shift could be changed to be as late as 12:30 p.m. to 9:00 p.m. In other words, the normal shift shall not begin earlier than 11:00 a.m. or run later than 9:00 p.m., but the shift can be adjusted within this time range. The shift will be adjusted no more than four (4) times per calendar year.

Leak Detector Foreman - Work consists of investigating and locating customer leaks at either underground or inside locations; investigating billing discrepancies; pumping and reading large meters; must be knowledgeable with complaint man and water locator job duties, and able to perform same, and fill these positions when needed.

Meter Repairman Foreman - To assume the responsibility and/or to direct the Meter Repairmen in completing the duties as defined under the Meter Repairman job descriptions. To assume responsibility for carrying out the instructions of the Superintendent to complete paperwork and records as assigned; to oversee the personnel assigned to him and be responsible for all safety requirements. Meter Repairman Foreman to be a working Foreman.

Meter Repairman - Maintain, test, repair and replace all water meters and remote readers. Perform and record flow test from meters. Maintain and clean tools and equipment, install remote readers, make up special connections for meters, which are to be set on hydrants and deliver materials to job sites. Men working in the meter shop shall have similar knowledge of men doing complaint and water service maintenance work.

Water Division Locator Foreman - Work consists of the various duties as follows: repair broken meter pit lids, rings and stop boxes, repair valve cases, locating water mains and services for contractors,

plumbers, service crews and individual customers, turn on and off water services, check leaking fire hydrants, pick up and deliver barricades and deliver parts to the crews working at various job sites and to assist complaint men in checking for leaks and removing and setting water meters.

Assistant Water Division Locator - Receive and carry out instructions from the Superintendent and/or the Water Division Locator Foreman. Locate water mains and services for contractors, plumbers, CWLP crews and individual customers. Repair meter pit lids, and stop boxes, etc. Assist Complaint Men and Leak Detector in checking for leaks, removing and setting water meters, and turning on and off water services.

The Employer recognizes the establishment of a Main Crew to primarily perform the duties of installing new water mains, water valves, fire hydrants, fire service lines and valve taps up to 12 inches in diameter. Included is the relocation of existing water mains, valves and fire hydrants, rebuilding existing valves and replacing fire hydrants. The Main Crew may be assigned other maintenance and service work as the Employer deems necessary.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch for non-shift workers.

The parties agree to follow the past practice of the summer hours work schedule of 6:00 a.m. to 2:30p.m. on or around Memorial Day to Labor Day as determined by management and local president or his designee. This change does not apply to shift workers.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

ADMINISTRATIVE SERVICES SECTION
(LAKE SERVICES AND PMC)

Laborer - Receive and carry out instructions from the Division Superintendent consisting of raking parks; picking up garbage; cleaning rest rooms; cutting grass with 21" mower; trimming trees; and maintenance of park equipment.

Maintenance Equipment Operator (MEO) - Receive and carry out instructions from the Division Superintendent. Must be able to do all

jobs above, plus drive truck; operate power saws, tractors with 30" mowers; tractors with 60" mowers; and any kind of power operated equipment.

Lake Area Maintenance Foreman - This position shall carry out all orders of the Lake Services Superintendent of Maintenance to oversee that personnel satisfactorily perform all functions assigned to him and be responsible for all safety requirements. Position shall also file reports and records with the Superintendent as required. Position shall be that of a working foreman.

Lake Services Construction Foreman (Seasonal) - Work consists of carrying out all orders of the Lake Services Superintendent of Maintenance and oversee that personnel satisfactorily perform lake construction duties as assigned to him and be responsible for all safety requirements. This foreman position shall only be assigned duties involving shoreline protection and other related lake maintenance projects. This temporary classification shall be a working position.

During the summer months at Lake Services, members of the normal crew who are asked to supervise and provide leadership to summer help shall work with the help and be responsible for the work and will be paid an additional two dollars (\$2.00) per hour (does not include Foremen).

PMC Janitors - Work shall include keeping PMC, PMC Annex, and Security facilities clean at all times including toilet facilities, building and seasonal grounds maintenance activities excluding mowing; have a knowledge of various chemicals used and their proper use; and keep all equipment assigned to them clean and in proper condition.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch. Hours of work for PMC Janitors shall be 3:00 p.m. to 11:30 p.m. for all employees starting after September 1, 1997.

Bargaining unit members in the above sections may be permitted to work the above summer work hours by majority member vote in each work area.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

ELECTRIC DEPARTMENT

Electric Department Yard Maintenance Men - Cut grass, maintain and keep clean the yards in both energized and unenergized substations. Remove snow and ice in parking areas and on sidewalks around substations and service centers. Repair damage to yards caused by CWLP Electric and Water crews in their work and do other yard maintenance work as directed by Superintendent. Requires some knowledge of botany and agronomy and the ability to obtain state licensing as a "Licensed Operator" pursuant to the Illinois Pesticide Act of 1979 and amendments thereto within one year of filling this position.

Hours of Work. 7:00 a.m. to 3:30 p.m., with one half (1/2) hour off for lunch.

During the summer months at the Electric Department, members of the normal crew who are asked to supervise and provide leadership to summer help shall work with the help and be responsible for the work and will be paid an additional two dollars (\$2.00) per hour (does not include Foremen).

Relief Watchman-Building Maintenance Man - This position will be required to work one day as a watchman at the Water Department and one day as watchman at the Electric Department at Groth Street. The other three days will be used as Building Maintenance Man in the Electric Division. The general work schedule will be the schedule that the current Relief Watchmen-Building Maintenance Man is working. However, the general work schedule for this position set forth in the Article and Section may be changed to meet the needs of the utility. When the Relief Watchman-Building Maintenance Man's schedule is changed, then he will be paid Building Maintenance Man wages. Relief Watchman-Building Maintenance Man's days off are not subject to change.

Relief Watchman-Building Maintenance Man Wage Schedule to be the same as Building Maintenance Men and Watchmen according to the schedule below.

Sunday (Watchman)	
7:30pm - 3:30pm	11th & Mason
Monday (Build-Maint)	
8:30am - 5:30pm	10th & Miller
Tuesday (Build-Maint)	
8:30am - 5:30pm	10th & Miller

Wednesday (Build-Maint)
8:30am - 5:30pm 10th & Miller

Thursday
OFF

Friday
OFF

Saturday (Watchman)
8:00am - 4:00pm Groth Street

Electric Department Yard Maintenance Foreman - Oversee and supervise the Yard Maintenance Men in cutting grass, maintaining and keeping clean the yards in both energized and unenergized substations. Remove snow and ice in parking areas and on sidewalks around substations and service centers. Repair damage to yards caused by line crews in their work and do other yard maintenance work as directed by the Superintendent. In addition, plan and coordinate the work of additional yard maintenance crews during the summer months when summer help is present. Requires some knowledge of botany and agronomy and the ability to obtain state licensing as a "Licensed Public Applicator" pursuant to the Illinois Pesticide Act of 1979 and amendments thereto within one year of filling this position.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch.

Electric Department Watchmen - Provide some janitorial services and maintain a security watch of the designated Electric Department property as described by the Superintendent.

Hours of Work: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; 12:00 midnight to 8:00 a.m.

Electric Department Building Maintenance Men - Do janitorial work and other maintenance work that does not interfere with other crafts in all buildings assigned to the Manager of Buildings and Stores. Should be skilled in the care and maintenance of finished surfaces.

Hours of Work: 7:00a.m. – 4:00 p.m., with one (1) hour off for lunch.

Field Investigators – Work consists of accepting customer telephone calls and scheduling appointments to get meter readings on inaccessible meters, verifies reads that appear to be in error, reflect no consumption, or are excessive and may, in the case of water meters,

indicate a leak, teach customers who prefer to submit their meter reads by mail to read and record on cards.

Hours of Work: 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour off for lunch.

Bargaining unit members in the above sections may be permitted to work the above summer work hours by majority member vote in each work area.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

Situations and certain types of work may warrant crews to work with less than a complete crew. The Superintendent will make every reasonable attempt to assemble a complete crew. The Superintendent will determine that work to be done with less than a complete crew. Complete crews shall consist of:

Service Crew: 1 Foreman, 2 WWSM and 1 Operator;

Valve Crew: 1 Foreman and 1 WWSM;

Complaint Crew: 1 Foreman and 3 Complaint Men;

Locate Crew: 1 Foreman and 2 Assistant Locators;

Main Crew: 1 Foreman and 2 WWSM;

Fire Hydrant Crew: 1 Foreman and 1 WWSM;

Yard Maintenance Crew: 1 Foreman and 3 Yard Maintenance Men;

Meter Shop: 1 Meter Repairman Foreman and 1 Meter Repairman

The Superintendent may add to these crews as necessary to insure efficient performance on the job.

ARTICLE XVII NEW CONSTRUCTION AND SUBCONTRACTING

Section 1. For the purpose of this Agreement, the installation of new taps, new water mains, new valves, new fire hydrants, new water and fire service lines; any of which are one and one-half (1 1/2") inches or greater in diameter and the construction and installation of meter connections and bypasses which are one and one-half (1 1/2") inches or greater in diameter that provide an addition to the existing system shall be considered new construction and be paid the applicable rate as provided in Article XVIII.

To be included in the new construction description is the relocation of existing water mains, valves and fire hydrants due to water main relocation.

The new construction rate will be paid for work performed on project from the initial start of project, during project construction, flushing and service relocations to new main from existing main .

The relocation, repair or adjustment of existing meter pits, valve boxes, stop boxes, water service lines and the relocation or adjustment of existing fire hydrants utilizing existing tap lines; or the replacement of existing valves shall not be considered new construction work.

The unloading of pipe, valves, fire hydrants and other water appurtenances for storage shall not be considered new construction work.

To be excluded from new construction rate of pay is any required water distribution utility locating, exploratory work for outside contractors and other utility companies and incidental material delivery to job site.

Section 2. The Employer shall not contract or subcontract any maintenance, meter setting or other work five hundred (500') feet or less, performed by employees covered by this Agreement.

Section 3. The Employer shall not contract or subcontract work assignments created pursuant to the Welfare to Work Reform Act of 1996 for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

ARTICLE XVIII SHORELINE RENOVATION

This Section is for the purpose of defining guidelines and procedures regarding the use of minimum-security prisoners and other temporary work groups at Lake Services for shoreline renovation activities.

Section 1. The Employer agrees that utilizing prisoners or other temporary work groups in no way will the job security or stability of bargaining unit affect employees. This Article shall be suspended upon the layoff of any employee covered by the labor agreement between Local 337 and Office of Public Utilities.

Section 2. Prior to utilizing prisoners or other temporary work groups for the project, the Employer will meet with representative of Local 337 and discuss in detail:

- A. The work to be performed;
- B. The location of work;
- C. The estimated duration of work;
- D. The number of prisoners, other temporary work groups and staff to be used.

Section 3. Further, the parties agree to review the use of the prisoners and other temporary work groups at least every six (6) months. However, if at any time either party feels that a potential problem exists, the parties agree to meet immediately to discuss and find a resolution for the problem.

Section 4. Work Considerations - Using prisoners and other temporary work groups should take into account the following considerations:

- A. Shoreline protection is considered an ongoing effort.
- B. The work effort includes unskilled, labor-intensive work.
- C. The successful implementation of this shoreline protection will significantly enhance Lake Springfield in a timely manner, which is acceptable to the community.

- D. The pay scale of temporary Lake Construction Foreman is incorporated into the Agreement. Such pay scale shall be two dollars (\$2.00) above the current Maintenance Equipment Operator rate and shall be applied against those foreman activities directly related to shoreline protection or sediment removal operations.

**ARTICLE XIX
HEALTH AND SAFETY**

Section 1. Employees shall not be required to work outside in severe cold weather, periods of rain, electrical storms, periods of heavy snowfall, except for the repair of main and service line breaks and interruption of water service to customers and the unloading of pipe and other water distribution supplies and, in the case of Lake Services and PMC employees when work is necessary for emergency situations such as snow and ice removal, fallen trees on roadways or other situations deemed an emergency by the Superintendent. Complaint Men will perform the following duties during inclement weather; turn on and off for repair work, investigations on interruption of service; and double headers. It shall be considered severe cold weather if the temperature is fifteen degrees Fahrenheit (15⁰) or below, according to the Weather Channel. The Superintendent in charge shall be the judge of work to be performed during bad weather. A Laborer shall accompany Complaint Man during inclement weather.

Section 2. Safety Incentive - Effective December 1, 2015, all employees covered under this agreement who work safely in accordance with all safety rules, and have no lost time accidents or OSHA recordable injury in a year, shall receive a safety incentive on December 1, 2016. Should all members achieve the safety incentive, then those who achieved the safety incentive shall receive the additional group incentive amount as stated below. The incentive shall be administered annually as follows:

<u>YEARS</u>	<u>INDIVIDUAL</u>	<u>GROUP</u>
1-5	\$200	\$150
6-10	\$250	\$200
11-15	\$300	\$250
16-20	\$350	\$300
21-25	\$400	\$350
26-30	\$450	\$400
30+	\$500	\$450

Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a lost time accident or OSHA recordable injury will receive 50% of the initiatives. Years prior to 12/1/2015 do not count for purposes of determining the incentive.

ARTICLE XX UNIFORMS

Each employee shall receive \$300.00 per year in lieu of uniforms. The City will continue to provide one (1) pair of insulated coveralls to all employees (excluded from insulated coveralls will be the following classifications: Water Division Janitors, Office Systems Operator, Communication Operator, Electric Department Building Maintenance Men). Coveralls will be of Carhart quality and replaced only on an as needed basis. Additionally, the Employer shall purchase high visibility winter coats for all employees whose job duties require them to work outside. Such coats will be replaced on an as needed basis.

The Employer shall provide safety shoes or boots where employees are required to wear them. These items will be replaced as needed but only upon return of the damaged or worn out safety boots or shoes and only if the Employer agrees upon the need for replacement. Employees shall be expected to take due care of these items. Employees shall have the option to select the brand and type of safety shoes or boots from a selection furnished by the Employer. The determination of need for replacement shall rest with their respective Superintendent.

The Employer will provide prescription safety glasses as needed, but only upon return of the damaged glasses and only if the Employer agrees upon the need for replacement, or upon receipt of a doctor's prescription. Such glasses shall include lenses and frames, which are AISI approved.

Where safety boots or prescription glasses are provided as above, employees shall wear them at all times.

The Employer will furnish rain gear, hard hats and liners, boots, waders and gloves when needed to perform the work. Those items no longer serviceable will be replaced on an exchange basis only.

Those employees issued uniforms shall be required to wear them during working hours.

ARTICLE XXI CLASSIFICATION AND WAGE RATE

Wages are set forth in Appendix A.

Annual across-the-board wage increases will be based upon changes in the annual Consumer Price Index for the Midwest Region Size Class B/C (Population 50,000 to 1,500,000) rounded to the nearest tenth of one percent. The most recent calendar year annual CPI value will be compared to the prior calendar year annual CPI to determine the rate of increase on a percentage basis (i.e. For 2010 versus 2009: $(133.689/130.715)-1= 2.3\%$). Wages shall be increased across-the-board by this rate. However, in no case shall the rate of increase for wages be greater than 3%. If the rate as measured by this index is less than one and one-half (1.5), the across-the-board increase shall be 1.5% for October 1, 2015, 2016, and 2017 across-the-board increases. If the rate as measured by this index is less than 1.75%, the across-the-board increases for October 1, 2018 and 2019 shall be 1.75%. The CPI index values shall be taken from data provided by the U.S. Department of Labor, Bureau of Labor Statistics.

Across-the-Board Increases:

October 1, 2015: 1.7% CPI formula
October 1, 2016: CPI formula
October 1, 2017: CPI formula
October 1, 2018: CPI formula
October 1, 2019: CPI formula

The CPI may be tracked at: http://www.bls.gov/xg_shells/ro5x01.htm

Across-the-board increases shall be applied after other applicable increases as set forth below.

Effective upon ratification of the 2015 contract, all employees' paychecks shall be issued through direct deposit.

Effective March 1, 2012 the base pay rate for the 2nd Shift Watchman shall increase by \$1.50 per hour.

Effective October 1, 2015, New Construction Foreman pay shall increase by \$.50 per hour.

Employees with 15 or more years of continuous City service will receive an additional .50 per hour.

All employees who have completed 25 years or more continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay.

Effective September 1, 2008, all employees in the following titles, who have completed 30 years of continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay:

Crew Foreman
Water Division Locator Foreman
Meter Repairman Foreman
Yard Maintenance Foreman
Fire Hydrant Crew Foreman
Seasonal Lake Services Construction Foreman
Leak Detector Foreman
Complaint Man Foreman
Storeroom Foreman
Lake Area Maintenance Foreman
Valve Crew Foreman
Clean-up Crew Foreman

The rate of pay for the Senior Saturday Complaint man shall be equal to the Foreman rate of pay for all hours worked on Saturday.

With the exception of the across-the-board pay increases, any wage increases shall not be compounded for employees hired after January 1, 2012.

WATER DEPARTMENT

Title

Crew Foreman
Office Systems Operator/Data Input Operator
Night Complaint Man
Leak Detector Foreman
Water Division Locator Foreman
Assistant Water Division Locator
Complaint Man Foreman
Complaint Man
Meter Repairman Foreman
Meter Repair
Communications Operator

Storeroom Foreman
Water Service Maintenance Man
 First year
 Over One Year
 Over Two Years
Storeroom Keeper
Storeroom Helper/Utility Person
Watchman
 Day Shift
 Second Shift
 Third Shift
Janitor
 Day Shift
 Second Shift
New Construction Foreman
New Construction Laborer

Those individuals in the above positions who successfully obtain a State of Illinois Class *D* Public Water Supply Operator Certificate of Competency will receive a \$1.00 per hour increment over the above rates.

**ADMINISTRATIVE SERVICES
(LAKE SERVICES & PMC)**

Title

Lake Area Maintenance Foreman
Maintenance Equipment Operator
Laborer
 First Year
 Over One Year
Seasonal Lake Services
Construction Foreman
Janitor
 Day Shift
 Second Shift

The Employer will seek two volunteers at Lake Services willing to become certified to spray pesticides. The volunteers will be selected based upon seniority and those selected shall be paid based upon the below rates.

ELECTRIC DEPARTMENT

Title

Foreman, Yard Maintenance

Yard Maintenance Men

 First year

 Over One Year

 Over Two Years

Building Maintenance Men

 First year

 Over One Year

 Over Two Years

Watchman

 Day Shift

 Second Shift

 Third Shift

Field Investigator

Lake Services employees who successfully complete training in tree trimming will receive an additional .30 per hour. In addition to the .30 per hour, Lake Services employees who become certified arborist will be paid an additional .40 per hour effective the first day of the month following notification to the Employer of their certification.

All employees required to have a Pesticide Operator's License shall receive an additional \$.50 per hour added to their base rate of pay. All employees required to have a Pesticide Applicator's License shall receive an additional \$1.00 per hour added to their base rate of pay.

ARTICLE XXII AMENDMENT

This Agreement may be amended by the mutual written agreement of the parties and will then become part of this agreement.

Should any Article, Section, or portion thereof, of this Agreement be held unlawful, and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIII COMMERCIAL DRIVERS LICENSE

Section 1. The Employee shall suffer no loss in wages for necessary testing and training activities in his pursuit of a Commercial Drivers License (CDL).

Section 2. The Employer shall provide training materials to assist the Employee in his preparation for the CDL test. The Employer shall provide a vehicle to those employees required to take a road test. The Employer will pay for the cost of the CDL portion of the Drivers License for those employees whose positions require a CDL.

Section 3. In the event an employee who is required to have a CDL fails to obtain a Commercial Drivers License, the Employer and the Union will attempt to place that employee in a position that is currently covered under this agreement that does not require a CDL.

Section 4. Employees shall immediately notify the Employer of the suspension or revocation of their Drivers License (including the CDL). Failure to do so will be grounds for termination of employment. It is understood that should employees receive a suspension of their Drivers License or Commercial Drivers License, for a period of no more than four (4) months, that individual be assigned, where possible, to duties where a Drivers License or CDL is not required within the same classification, or to duties in another classification.

It is understood that should employees that are required to drive, (1) fail to obtain a Commercial Drivers License; (2) lose their Drivers License; or (3) lose their Commercial Drivers License for a period of greater than four (4) months, then those instances will be handled on a case-by-case basis. The Utility will attempt to place those affected employees in positions covered under the bargaining agreement. This will be done through bidding the position they will be vacating, and allowing the employee who lost the license to bid into the first vacant non-driving position. After this process is complete and a non-driving position is still not available, then that employee will be placed in a non-driving position (at that rate of pay) of the least senior bargaining unit member. Consequently, the least senior bargaining unit member will be laid off until such time as a position becomes available.

Section 5. The following positions are required to hold a CDL:

Water Department

Crew Foreman (including the occupational classifications as defined in Article X of Water Division Foreman, Valve Crew Foreman, Fire Hydrant Crew Foreman)

Water Service Maintenance Man First Year, Over One Year, Over Two Years (including the occupational classifications of Water Division Service Maintenance Men, Valve Crew Laborer, Fire Hydrant Laborer)

Storeroom Keeper

Storeroom Helper/Utility Persons

New Construction Foreman

New Construction Laborer

Administrative Services

Lake Area Maintenance Foreman

Maintenance Equipment Operator (including occupational classification as defined in Article X of Lake Services Construction Foreman (Seasonal))

Such employees who maintain a Class A CDL, shall have \$1.00 per hour added to his/her hourly rate of pay. All other employees in the bargaining unit, who maintain a Class A CDL shall have \$.25 added to his/her hourly rate of pay.

**ARTICLE XXIV
DRUG TESTING**

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

Section 1. Discipline - Upon the return of a positive drug or alcohol test, the following will result:

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

1. First Offense - The employee will be immediately removed from the performance of safety-sensitive functions for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
2. Second Offense - The employee will be suspended for ten (10) days and must agree to sign a Return-to-Duty Contract. No pre-disciplinary hearing is required unless exigent circumstances exist.
3. Third Offense - The employee will be terminated. No pre-disciplinary hearing is required unless exigent circumstances exist.

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

1. First Offense - The employee will be subject to a minimum 15-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required unless exigent circumstances exist.
2. Second Offense - Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated. No pre-disciplinary hearing is required unless exigent circumstances exist.

If a drug test result is positive:

1. First Offense - The employee will be subject to a minimum 30-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required unless exigent circumstances exist.
2. Second Offense - Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated. No pre-disciplinary hearing is required unless exigent circumstances exist.

Section 2. 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.

If the employee desires his or her split specimen to be tested by another certified lab, the employee shall tell the MRO within 72 hours of notice of the drug test results. The cost of the test will be incurred by the employee. If that second lab does not find any evidence of the drugs the first lab found or the split specimen cannot be tested, the MRO shall cancel the test results and the employee will not be subject to discipline. The MRO shall disclose the results of any split specimen test to the City.

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

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

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

Section 3. Confidentiality - Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the

Medical Review Office (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 RESIDENCY

Once City Council passes a residency ordinance, such ordinance shall apply for any employees hired after the effective date of the ordinance and to all current employees who reside within boundaries of the City of Springfield. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply.

ARTICLE XXVI
TERMINATION

This Agreement shall be effective as of the first day of October, 2015, and shall remain in full force and effect until the 30th day of September, 2020, unless either party shall notify the other in writing no earlier than one hundred twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after notice. This Agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided to the other party.


PRESIDENT, LOCAL NO. 337


MAYOR JAMES O. LANGFELDER
CITY OF SPRINGFIELD, ILLINOIS


AFSCME COUNCIL 31


BARGAINING COMMITTEE MEMBER


BARGAINING COMMITTEE MEMBER


BARGAINING COMMITTEE MEMBER

**APPENDIX A
WAGE RATES**

		10/1/15		10/1/16		10/1/17 10/1/18 10/1/19
		Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	
		CPI 1.7%		CPI Min. 1.5%	CPI Min. 1.5%	
AFSCME LOCAL 337 Contract 10/1/15 to 9/30/20						
WATER DEPARTMENT	Communications Operator	\$25.2225	\$21.0808	\$25.6008	\$21.3970	
	Complaint Man	\$28.2287	\$23.5933	\$28.6521	\$23.9472	
	Complaint Man: 7 a.m.-3:30 p.m. shift	\$29.6401	\$24.7729	\$30.0847	\$25.1446	
	Complaint Man Foreman	\$34.8890	\$29.1599	\$35.4123	\$29.5973	
	Crew Foreman	\$34.8890	\$29.1599	\$35.4123	\$29.5973	
	Janitor: Day Shift	\$20.0446	\$16.7531	\$20.3453	\$17.0044	
	Janitor: Second Shift	\$20.6825	\$17.2863	\$20.9927	\$17.5456	
	Leak Detector Foreman	\$34.8890	\$29.1599	\$35.4123	\$29.5973	
	Meter Repairman	\$31.6783	\$26.4765	\$32.1535	\$26.8736	
	Meter Repairman Foreman	\$34.8890	\$29.1599	\$35.4123	\$29.5973	

		10/1/15		10/1/16		10/1/17 10/1/18 10/1/19
		Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	
		CPI 1.7%		CPI Min. 1.5%	CPI Min. 1.5%	
AFSCME LOCAL 337 Contract 10/1/15 to 9/30/20						
WATER DEPARTMENT	New Construction Laborer	\$33.4891	\$27.9899	\$33.9914	\$28.4098	
	New Construction Foreman	\$37.7175	\$31.5990	\$37.7671	\$32.0729	
	Night Complaint Man	\$29.8300	\$24.9317	\$30.2775	\$25.3057	
	Office Systems Operator/Data Input Operator	\$26.8454	\$22.4372	\$27.2481	\$22.7738	
	Relief Complaint Man	\$28.2287	\$23.5933	\$28.6521	\$23.9472	
	Relief Complaint Man: 7 a.m.-3:30 p.m. shift	\$29.6401	\$24.7729	\$30.0847	\$25.1446	
	Storeroom Helper/Utility Person	\$24.0199	\$20.0756	\$24.3802	\$20.3768	
	Storeroom Keeper	\$28.7805	\$24.0545	\$29.2122	\$24.4153	
	Storeroom Foreman	\$34.8890	\$29.1599	\$35.4123	\$29.5973	
	Watchman: Day Shift	\$20.8951	\$17.4639	\$21.2085	\$17.7259	
	Watchman: Second Shift	\$23.1566	\$19.3541	\$23.5039	\$19.6444	
	Watchman: Third Shift	\$21.7725	\$18.1973	\$22.0991	\$18.4703	

		10/1/15		10/1/16		10/1/17 10/1/18 10/1/19
		Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	
		CPI 1.7%		CPI Min. 1.5%	CPI Min. 1.5%	
AFSCME LOCAL 337 Contract 10/1/15 to 9/30/20						
WATER DEPARTMENT	Water Division Locator Assistant	\$31.6783	\$26.4765	\$32.1535	\$26.8736	
	Water Division Locator Foreman	\$34.8890	\$29.1599	\$35.4123	\$29.5973	
	Water Service Maintenance Man: First Year	\$24.0199	\$20.0756	\$24.3802	\$20.3768	
	Water Service Maintenance Man: Over One Year	\$26.6016	\$22.2334	\$27.0006	\$22.5669	
	Water Service Maintenance Man: Over Two Years	\$27.7656	\$23.2063	\$28.1821	\$23.5544	
ADMINISTRATIVE SERVICES (LAKE SERVICES AND PMC)	Janitor: Day Shift	\$20.0446	\$16.7531	\$20.3453	\$17.0044	
	Janitor: Second Shift	\$20.6825	\$17.2863	\$20.9927	\$17.5456	
	Laborer: First Year	\$20.6012	\$17.2183	\$20.9102	\$17.4766	
	Laborer: Over One Year	\$22.2716	\$18.6144	\$22.6057	\$18.8936	
	Lake Area Maintenance Foreman	\$34.8890	\$29.1599	\$35.4123	\$29.5973	
	Maintenance Equipment Operator	\$23.8406	\$19.9258	\$24.1982	\$20.2247	
	Seasonal Lake Services Construction Foreman	\$27.0572	\$22.6142	\$27.4631	\$22.9534	

		10/1/15		10/1/16		10/1/17 10/1/18 10/1/19
		Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	
		CPI 1.7%		CPI Min. 1.5%	CPI Min. 1.5%	
AFSCME LOCAL 337 Contract 10/1/15 to 9/30/20						
ELECTRIC DEPARTMENT	Building Maintenance Man: First Year	\$26.1185	\$21.8296	\$26.5103	\$22.1571	
	Building Maintenance Man: Over One Year	\$26.9031	\$22.4854	\$27.3066	\$22.8227	
	Building Maintenance Man: Over Two Years	\$27.9661	\$23.3738	\$28.3856	\$23.7244	
	Investigator/Field Collector 2	\$28.2287	\$23.5933	\$28.6521	\$23.9472	
	Watchman: Day Shift	\$20.8951	\$17.4639	\$21.2085	\$17.7259	
	Watchman: Second Shift	\$21.5330	\$17.9971	\$21.8560	\$18.2671	
	Watchman: Third Shift	\$21.7725	\$18.1973	\$22.0991	\$18.4703	
	Yard Maintenance Man: First Year	\$23.5875	\$19.7142	\$23.9413	\$20.0099	
	Yard Maintenance Man: Over One Year	\$26.2805	\$21.9650	\$26.6747	\$22.2945	
	Yard Maintenance Man: Over Two Years	\$27.3083	\$22.8240	\$27.7179	\$23.1664	
	Yard Maintenance Man: Foreman	\$34.8890	\$29.1599	\$35.4123	\$29.5973	