

LABOR AGREEMENT

Between

City of Springfield, Office of Public Utilities

and

Local Union 193

The International Brotherhood of Electrical Workers

(Engineers Group)

June.1, 2018- May 31, 2022

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ARTICLE I  
PREAMBLE

This AGREEMENT is between the City of Springfield, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "Employer") and Local Union 193 of the International Brotherhood of Electrical Workers (hereinafter referred to as "Union" or "IBEW"), representing the bargaining unit commonly referred to as the Engineers Group.

ARTICLE II  
ENTIRE AGREEMENT

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

ARTICLE III  
GENERALPURPOSEOFAGREEMENT

Section 3.1. Mutual Interest. The general purpose of this Agreement is to promote the mutual interests of the Employer and the Union to provide for the operation of the Employer under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.

Section 3.2. Cooperation. It is recognized by the Agreement to be the duty of the City and of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.

Section 3.3. Applicability. Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement. Further, questions of interpretation that are not resolved by the parties shall be resolved through arbitration as described in Article XXV and XXVI.

Section 3.4. Recognition. The Employer recognizes the Union (IBEW LU #193 as certified by the ILRB) as the sole and exclusive bargaining agent for employees covered under this agreement. The Employer shall not meet or negotiate with any other Union on matters relating to the wages, hours or working conditions of employees for whom the Union is recognized as the exclusive bargaining agent.

ARTICLE IV  
NON-DISCRIMINATION

Section 4.1. Non-Discrimination. The Employer and Union agree that there shall be no discrimination by either party in the hiring, training, upgrading, promotion, transfer, layoff or recall of employees because of race, union status, creed, color, religion, marital status, sex, age, physical or mental handicap.

Section 4.2. Americans With Disabilities Act. The Employer and the Union will make a concerted effort to comply with all requirements of the Americans with Disabilities Act.

ARTICLE V  
MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to establish reasonable rules and regulations, to determine its policies, its over-all budget, the manner of exercise of its functions, and the direction of its workforce and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement. Nothing in this Agreement shall be construed as improperly delegating to others the authority conferred by law on the Employer, or in any way improperly abridging or reducing such authority and further, nothing contained herein shall improperly supplant the lawful authority of the Springfield Civil Service Commission.

ARTICLE VI  
UNION RIGHTS

Section 6.1. 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 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.

Section 6.2. Information Provided to Union. The employer shall submit to the Local Union, upon request, the current seniority roster and reemployment list, applicable under the seniority provisions of this Agreement. In addition the Employer shall monthly notify the union in writing as to the following personnel transactions involving bargaining unit employees within each work section and location: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirement, resignations, discharges, and any other information mutually agreed to by the parties. In addition the Employer shall notify the Union (IBEW Local 193) via electronic mail of all new persons hired into bargaining unit positions on or before the new employee(s) date of employment.

Section 6.3. The Employer agrees that accredited representatives of the Union (IBEW Local 193), whether Local Union, District Council, 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 6.4. 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.

Employee will be paid the applicable rate, but at no time will overtime rates be paid during negotiations or grievance discussions. Pay is not provided for time spent in negotiations or a grievance discussions outside the individuals normal work shift. Overtime shifts turned down by an employee while participating in negotiations or grievance discussions, will be treated as normal turndowns.

In all cases where any Steward or Union representative is required to conduct a Union business, the employee should notify their supervisor prior to conducting the Union business.

Section 6.5. Bulletin Boards. The employer agrees to furnish and maintain suitable bulletin boards in convenient and appropriate areas to be used by the union. The union should limit it's posting of notices and bulletins to such bulletin boards.

Section 6.6. New Hire Orientation. When the employer conducts a new hire orientation, the Union shall conduct orientation for each new bargaining unit employees at a time mutually agreed to by the parties. The Union orientation shall be one (I) hour and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 6.7. Annual Training. The Employer and the Union are committed to ensuring the employees receive training that will help to maximize the productivity and quality of their work. To facilitate this goal, the parties agree that providing annual training to employees is important and that the Employer and the Union should therefore endeavor to provide such annual training. Annual training provided by the Union, including updating employees on new agreements and policies, and on the coordination of these policies and agreements with policies and procedures set forth in the collective bargaining Agreement, can help to facilitate the maximization of both quality and productivity. The Union may schedule up to one (I) hour per year of such training at a time and place, agreeable to the parties, provided, such trading does not unreasonably disrupt department operations. Where the Employer has scheduled such training, the Union may, by mutual agreement, be scheduled in conjunction with such sessions. Training provided for herein shall be without loss of pay.

Section 6.8. Information Sharing. The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters pertaining to collective bargaining, to an entity that is not a party to this Agreement. The Employer shall use best efforts, at the time of request, to notify the Union and affected employee(s). The Union and all affected employee(s) shall also be provided a copy of the public disclosure request on a quarterly basis.

ARTICLE VII  
LABOR-MANAGEMENT MEETINGS

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

ARTICLE VIII  
DUES CHECKOFF

Section 8.1. Deductions. The Employer agrees to deduct union dues every month from the earnings of its employees who have signed individual authorization cards, supplied by the Union, and to remit the same to the duly designated officer of the Union until such time as the employee resigns his/her membership in the Union or otherwise revokes his/her dues deduction authorization in writing to the Employer and the Union with thirty (30) days advance notice.

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

Section 8.2. Should the dues deduction authorization form executed by any employee conflict with any state or federal law in any respect, the Employer shall be relieved from honoring such authorization.

Section 8.3. Voluntary Benefits Program. A separate voluntary payroll deduction for Union Programs may be made for those employees who provide the Employer with a signed payroll authorization card requesting such deduction.

Authorization for such deduction shall be allowed annually by the Employer and shall be revocable by the employee upon notice in writing to the Employer and 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 8.4. Indemnification. The Union agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the Union from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him/her at the regular time the dues are to be deducted from which to make such deduction. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE IX  
RESIDENCY

All employees hired on or after the ratification shall reside within the boundaries of the City of Springfield and, all current employees who reside within boundaries of the City of Springfield

shall continue to reside within the boundaries of the City. CulTent employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply. Should an employee's property be annexed in the City Corporate Limits, the employee shall remain grandfathered.

ARTICLE X  
POSITION DESCRIPTIONS AND DUTIES

Section 10.1. Due to the nature of the duties performed by members of the bargaining unit (made up exclusively of the Engineer, Engineer Technician, and Technical Specialist series), the sample duties are the same for all employees. The sample duties are as follows:

1. Receive assignments from immediate supervisor, area supervisor/director or their designees and carry out those directives.
2. Provide mentorship to junior employees in the department.
3. Assist other utility/city departments as needed in completion of projects and assigned tasks.
4. Review/prepare plans, specifications, reports, contracts, budget and other documentation as needed.
5. Work independently or as a team to achieve goals.
6. Work with outside engineering firms, contractors, developers, vendors and other entities as required to complete assignments.
7. Perform other duties as required or assigned.

ARTICLE XI  
DEVELOPMENT AND PROMOTION

Section 11.1. Continuing Education. The Employer agrees that if a tuition reimbursement program is offered by the Employer, the members of the bargaining unit shall be eligible to participate subject to its terms and conditions.

Section 11.2. Professional Certifications.

- (a) The Employer agrees to pay the necessary costs associated with obtaining, if the certification was not a condition of hiring, and maintaining all mandatory certifications, including the P.E. certification.
- (b) Any member of the Engineer series that earns a P.E. Certification on or after June 1, 2017 shall immediately receive a one-time 2.5% salary increase. This increase is in addition to any other applicable salary increases such as across-the-board or merit based increases. This certification must be maintained in order for the employee to retain the 2.5% salary increase. If the eligible employee's certification lapses, a corresponding salary reduction shall take place.

Section 11.3. Development Track. The Employer and Union agree to the below structure to provide a fair and equitable career track for members of the bargaining unit while considering the

fiscal and succession planning needs of management. In order to advance from one classification to the next, the Employee must satisfy set criteria specific to each position.

Section 11.3(a). Criteria. The development path criteria are as follows:

1. Engineer Series

a. Engineer I to Engineer II

- i. 2 consecutive years of positive job performance evaluations.
- ii. Zero disciplinary issues above verbal warnings for 1 year prior to promotion
- iii. Completion of all required departmental training.
- iv. Pass the Fundamental Engineer Exam (FE) (only employees hired after ratification of 6-I-2018 contract).
- v. Demonstrated understanding of applicable policy and procedures.
- vi. Positive feedback from internal/external customers, either formally or informally.
- vu. Completes projects in a timely manner.
- viii. Exhibits safe work practices over the course of duties.

b. Engineer II to Engineer III

- i. 3 years of positive job performance evaluations in the last 4 years.
- ii. Zero disciplinary issues above verbal warnings for 2 years prior to promotion.
- iii. Completion of all required departmental training.
- iv. 2 documented instances of successfully running a project.
- v. Progressive understanding of applicable policy and procedures, as it relates to non-customary applications.
- vi. Progressively larger customer base, with continued positive feedback from internal/external customers, either formally or informally.
- vii. Demonstrates timely completion of projects, and ability to coordinate ion with other departments.
- viii. Exhibits safe work practices over the course of duties.

c. Engineer III to Engineer IV

1. 4 years of positive job performance evaluations in the last 5 years.
- ii. Zero disciplinary issues above verbal warnings for 2 years prior to promotion.
- m. Completion of all required departmental training.
- iv. 3 documented instances of successfully running a project.
- v. Pass/possess a Professional Engineers License (PE) (only employees hired after ratification of 6-I-2018 contract).
- vi. Ability to contribute to the development and evolution of policy and procedures as it relates to industry innovation.
- vii. Successfully communicates with many different utility departments, receiving positive feedback from internal/external customers, either formally or informally.
- viii. Demonstrates timely completion of projects, and ability to coordinate timely completion with other departments, on larger complex projects.
- ix. Exhibits safe work practices over the course of duties.

## 2. Engineer Technician Series

### a. Engineer Tech I to Engineer Tech II

- i. 2 consecutive years of positive job performance evaluations.
- ii. Zero disciplinary issues above verbal warnings for 1 year prior to promotion.
- iii. Completion of all required departmental training.
- iv. Documented examples of increasing levels of responsibility.
- v. Demonstrated understanding of applicable policy and procedures.
- vi. Positive feedback from internal/external customers, either formally or informally.
- vii. Completes customer requests in a timely manner.
- viii. Exhibits safe work practices over the course of duties.

### b. Engineer Tech II to Engineer Tech III

- i. 3 years of positive job performance evaluations in the last 4 years.
- n. Zero disciplinary issues above verbal warnings for 2 years prior to promotion.
- iii. Completion of all required departmental training.
- iv. Documented examples of increasing levels of responsibility.
- v. Progressive understanding of applicable policy and procedures, as it relates to more complicated applications.
- vi. Positive feedback from internal/external customers, either formally or informally
- vii. Completes work orders in a timely manner.
- viii. Exhibits safe work practices over the course of duties.

### c. Engineer Tech III to Engineer Tech IV

1. 4 years of positive job performance evaluations in the last 5 years.
- ii. Zero disciplinary issues above verbal warnings for 2 years prior to promotion.
- iii. Completion of all required departmental training.
- iv. Documented examples of increasing levels of responsibility.
- v. Progressive understanding of applicable policy and procedures, as it relates to non-customary applications.
- vi. Positive feedback from internal/external customers, either formally or informally.
- vii. Completes progressively more complicated work orders in a timely manner.
- viii. Exhibits safe work practices over the course of duties.

### d. Engineer Tech IV to Engineer Tech V

- i. 4 years of positive job performance evaluations in the last 5 years.
- ii. Zero disciplinary issues above verbal warnings for 2 years prior to promotion.
- iii. Completion of all required departmental training.
- iv. Documented examples of increasing levels of responsibility.
- v. Ability to contribute to development and evolution of policy and procedures.
- vi. Positive feedback from internal/external customers, either formally or informally.
- vii. Completes complicated work orders in a timely manner.
- vm. Exhibits safe work practices over the course of duties.

## 3. Technical Specialist Series

### a. Tech Specialist I to Tech Specialist U

- i. 2 consecutive years of positive job performance evaluations.

- u. Zero disciplinary issues above verbal warnings for 1 year prior to promotion.
  - m. Completion of all required departmental training.
  - iv. 1 documented instance of successfully supporting a project or equivalent of a project for individuals working in Environmental, Health & Safety.
  - v. Demonstrated understanding of applicable policy and procedures.
  - vi. Positive feedback from internal/external customers, either formally or informally.
  - vii. Completes customer requests in a timely manner.
  - viii. Exhibits safe work practices over the course of duties.
- b. Tech Specialist II to Tech Specialist III
- i. 3 years of positive job performance evaluations in the last 4 years.
  - ii. Zero disciplinary issues above verbal warnings for 2 years prior to promotion.
  - iii. Completion of all required departmental training.
  - iv. 3 documented instances of successfully running a project or equivalent of a project for individuals working in Environmental, Health & Safety.
  - v. Progressive understanding of applicable policy and procedures, as it relates to more complicated applications.
  - vi. Positive feedback from internal/external customers, either formally or informally.
  - vii. Completes work orders in a timely manner.
  - viii. Exhibits safe work practices over the course of duties.
- c. Tech Specialist III to Tech Specialist IV
- i. 4 years of positive job performance evaluations in the last 5 years.
  - ii. Zero disciplinary issues above verbal warnings for 2 years prior to promotion.
  - iii. Completion of all required departmental training.
  - iv. 4 documented instances of SUCCESSfully running a project or equivalent of a project for individuals working in Environmental, Health & Safety.
  - v. Recognition as an industry expert in a specified field.
  - vi. Progressive understanding of applicable policy and procedures, as it relates to more complicated applications.
  - vii. Positive feedback from internal/external customers, either formally or informally.
  - viii. Completes work orders in a timely manner.
  - ix. Exhibits safe work practices over the course of duties.

Section 11.3(b). Conditions. All promotions shall take place subject to the following terms and conditions:

- I. Minimum Compensation. In the case of Employee promotion in conjunction with the development structure, the rate of pay of the promoted employee shall be increased by a minimum of 5%. The employee may be eligible to receive a rate of pay increase above 5% when consistent with local and industry standards and deemed appropriate by management.
2. Annual Increases. Compensation attained via promotion through the development structure will be in addition to any annual wage increases.

3. **Temporary Prohibition or Delay.** Financial constraints may prohibit or delay advancement through the Professional Development Track. Financial constraints that freeze the promotional process must include layoffs and/or furlough days. Freezing of the promotional process shall occur until the end of the fiscal year and shall be reinstated following a review of the next year's finances. Financial constraints must be departmentally appropriate. (i.e. Financial constraints in the electric fund only affect electric fund employees, and would not affect corporate fund employees.) Additionally, financial constraints will not freeze development for employees, only prevent promotions.
4. **Exempt from Grievance.** Promotional compensation through the development structure and/or pay differential between employees of the same job classifications are not subject to the grievance procedure, so long as the Employer meets the minimum terms of this section. Additionally, the results of any performance reviews are exempt from the grievance process.
5. **Premature Advancement.** The Employer reserves the right to prematurely advance an employee to the next classification or transfer an employee from one development series to another in order to facilitate operational needs.
6. **Timeframes.** All requirements for promotions refer to timeframes and responsibilities within the current position and do not credit previous service.
7. **Performance Reviews.** Performance reviews shall take place annually between January and March. A union representative may observe but not participate in the review. All performance appraisals shall be subject to the approval of the immediate supervisor and the division head prior to disclosure to the employee and bargaining unit. If an employee receives a negative evaluation, a labor-management meeting shall be held and the employee will be presented with a performance improvement plan.

The initial performance reviews under the first contract shall be conducted between January and March for all employees with six (6) months or service or greater.

8. **Safety and Misconduct.** Employee discipline involving safety and/or misconduct may be impact the development structure beyond what is set forth above (i.e. cause additional promotional delay).
9. **Exempt Individuals.** Pursuant to Article XX, Section 20.2, any individual exempt from the 120 day cap for sick time payout upon retirement is exempt from any and all aspects of the development structure, including any salary adjustments.

However, if an employee fails to meet the necessary exemption terms and conditions under Article XX, Section 20.2 and becomes subject to the 120 day cap, the employee may then participate in the development structure. The employee shall receive credit for the time served in the position but receive no other benefit that would have been available through the development path.

Section 11.3(c). Labor Management Advisory Group. An advisory body consisting of three members of management and two union members shall discuss aspects of the promotional track including, but not limited to the definitions of pre-requisites for promotion. The body shall make recommendations to management. The advisory body will only sunset at the end of any agreement if both parties mutually agree to do so.

ARTICLE XII  
ANNUAL WAGE INCREASES

Section 12.1. Annual Wage Increases. The annual wage rate increases shall be as follows:

1. June I, 2018 to May 31,2019-1.75%
2. June I, 2019 to May 31,2020-1.75%
3. June I, 2020 to May 31,2021-1.75%
4. June I, 2021 -Members of the bargaining unit shall not receive an annual wage increase but shall receive a 2% bonus payment based on their rate of pay on June I, 2021. This bonus payment shall not compound or contribute to a bargaining unit member's base rate of pay.

ARTICLE XIII  
WORKING RULES

Section 13.1. Hours of Work. Seven and one half (7 1/2) hours will constitute the regular work day with 60 minute lunch intermission daily. Where mutually agreed to between employee and employer, daily start times may be between 7 a.m. and 8:30 a.m.

Section 13.2. Temporary Shift. During extended emergencies and scheduled outages a temporary second work shift may be established. Employees requested to work any shift other than their regularly assigned work hours shall be given a minimum of twenty-four (24) hours' notice in the case of emergencies and a minimum of three (3) calendar days' notice in the case of scheduled outages. A temporary second shift will not be established for a period less than three (3) working days in duration. If the work for which the temporary shift was established is completed in less than the required three (3) day period, by mutual agreement of both parties, the temporary shift may be ended.

In the case of immediate implementation of the emergency temporary shift, the employee(s) can be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the twenty-four (24) hour notice period has lapsed. The employee would not receive his/her regular shift pay for any days except for the initial implementation day where they had previously reported to work.

Employees working a temporary second shift shall be compensated at their regular hourly rate plus a 10% shift differential pay. Employees working on Saturday's, Sunday's, or Holidays to receive the appropriate overtime rate, forgoing the differential pay.

**Section 13.3. Travel.** Employees traveling for work will be compensated at their regular straight time pay rate, for a total maximum of six (6) hours wages travelling, when said travelling occurs outside of work hours. Meal allowance shall be limited to the per diem rates, not consecutive hours of travel with overtime. All overtime rules will apply while the employee is actually working out of town at the remote location. All other rules of the City's travel policy (36.08) shall apply.

**Section 13.4. Temporary Assignment.** An employee placed on temporary assignment to a higher paid classification shall receive the current rate of pay for the higher classification for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification. An employee placed on temporary assignment to a lower paid classification shall suffer no reduction in wages during such period, and be subject to all rules and regulations pertaining to that classification.

**Section 13.5. Supervisory Coverage of Unit Personnel.** If an employee is requested to temporarily fill a position not covered by this agreement, the employee will receive the higher of the two pay rates for the hours worked.

**Section 13.6. Direct Deposit.** All Employees in the bargaining unit shall participate in direct deposit for the payment of compensation.

#### **ARTICLE XIV** **GPS**

In regards to the installation and utilization of GPS tracking technology on Employer vehicles, the following terms and conditions shall apply:

1. The intended purpose of such equipment is to enhance the operational efficiency of the department, improve services to the public, to improve the safety of employees and to ensure compliance with the CBA.
2. This technology may be made available to third parties *only* as provided for under state, federal, or local laws.
3. Any Employer vehicle may be equipped with this technology.
4. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of utilization of GPS equipment. The Parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer had a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees, but will be used to monitor employee's work progress and work locations. The Company agrees that it shall not troll the database to randomly review information available through the system or utilize such information for disciplinary purposes unless a review has been prompted by a bona-fide reason to suspect the employee of misconduct.

5. In the event that data retrieved from the GPS system is used to support the employer's decision to discipline an employee, the Union shall be provided with copies of all data pertinent to the contemplated discipline.
6. In the event the employer elects to upgrade or enhance the GPS system, beyond regular software upgrades, the Union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.
7. The Parties may meet, at either Parties request, to discuss ongoing impacts as well as, fair and non-discriminatory implementation of the program.

## **ARTICLE XV** **OVERTIME**

**Section 15.1. Compensation.** The payment of overtime hours in excess of thirty seven and one half hours (37.5) in the work week shall be paid in cash or compensatory time at the employee's discretion. All overtime will be at the time and one half (1 1/2) rate except where otherwise detailed in this agreement.

**Section 15.2. Double Time.** All overtime work after sixteen (16) consecutive working hours will be paid at 2x the employee's regular hourly rate. All work on Holidays, as designated by the City, to be paid at the double time rate.

**Section 15.3. Call-In.** All employees called into work will receive a minimum of two (2) hours pay at 1.5x the employee's regular rate.

**Section 15.4. Scheduled Overtime Minimums.** A minimum of two (2) hours pay at the time and a half rate shall be allowed all employees who report for duty for scheduled overtime work on any day. Further, the employer may contact the employee twelve (12) hours prior to reporting to work to cancel the scheduled overtime at no cost to the employer.

**Section 15.5. On-Call.** Employees required to be on-call, will receive two (2) hours comp time per week. All phone calls shall be subject to the straight time rate for a minimum of one half (1/2) hour and pay will be in addition to the comp time acquired for accepting on-call. 1 1/2x pay rate shall be paid for on-site work requiring the employee to report to the job site.

**Section 15.6. Job Continuation.** Employees who are working on a job with a vendor or contractor will be offered to continue working at the appropriate overtime rate if the said job turns into an overtime situation as long as the employee is deemed to be needed by the employer. The employee will not be replaced on the job by anyone outside of the bargaining unit unless agreed to by the parties.

**Section 15.7. Compensatory Time.** Overtime hours may be split between Compensatory ("Comp") time and pay at the employee's discretion. Employees shall have the option of receiving comp time in lieu of pay when working overtime for a maximum of 150 hours on the book at any given time. Comp time will accrue at the rate it is earned.

Section 15.8. Expiration of Compensatory Time. Comp time shall expire on the last day of each contractual year. At the employee's request, any accumulated comp time hours will be paid out once per contract year (in addition to the final day of the contract year). All accumulated comp time hours on the books will be paid out at retirement.

Section 15.9. . Compensatory Time Roll Over. The employee may request up to 37.5 hours of comp time be rolled over to the next contract year otherwise all unused comp time shall be paid out at the end of each contract year.

Section 15.10. Accessibility and Usage of Compensatory Time. Employee shall have access to comp time immediately after it is earned. Probationary employees not otherwise eligible to take time off with pay may use camp time. Comp time may be used in a minimum of one (1) hour increments.

Section 15.11. Meals. Employees required to work three hours, or more, past or prior to their regular scheduled shift will receive the option of a meal break. Additionally, a meal break will be provided every six (6) hours when working overtime. Further, employees will be provided one(!) 30 minute break time to eat with pay at the appropriate overtime rate. This 30 minutes of pay will not be provided if the employee is not returning to work for a minimum of one hour after the meal break.

## ARTICLE XVI SENIORITY

Section 16.1. Probationary Period. The Employer shall have the unlimited right to discipline or discharge any employee during the first twelve (12) months of continuous employment which shall be considered a probationary period.

Section 16.2. After twelve (12) months continuous employment, seniority shall be recognized and the senior employee shall be given preference, ability and qualifications being sufficient. New employees hired on the same day who have no prior seniority in the City Union (IBEW Local193) bargaining unit shall be assigned seniority by their Civil Service Rank.

Any employee on any leave of absence without pay in excess of thirty (30) consecutive calendar days shall have his anniversary date adjusted by the period of the unpaid leave. The anniversary date determine when an employee has worked the requisite number of years to achieve the negotiated longevity pay set forth in the Agreement as well as benefit time accrual as set forth in those sections. However, Seniority in the bargaining unit shall be not impacted by an adjusted anniversary date.

Section 16.3. Vacancies. The Employer shall have sole authority in determining whether a vacancy shall be replaced. When the employer seeks to fill a vacancy, it shall be posted, and all members of the bargaining unit shall be eligible to apply.

Once a vacancy occurs, the opening shall be posted for ten (10) normal working days by Heads of Department and all qualified employees shall be pennitted to bid on same.

All bids will be made out in duplicate form at the Union Office. One will remain on record at the office and the other will be submitted to the Employer by the applicant. Within five (5) normal working days after bids have been submitted, the name of the successful bidder shall be posted on the Bulletin Board and a copy of same sent to the Local Union Office.

Before the Employer names the successful bidder, the classifications, qualifications, past service, and seniority of all applicants shall be discussed with the Business Agent and/or Steward.

Among such employees who are relatively equal in ability and qualifications, the employee with the greatest seniority shall be given preference.

Where no qualified employee in a lower rated classification is available, the Employer may fill the vacancy by any means available to it after discussing the qualifications and seniority of all applicants in the bargaining unit with the Union Business Agent and/or steward.

**Section 16.4. Return to Bargaining Unit.** Any member of the bargaining unit who is placed by the Employer in a position covered by the City Personnel Code and Civil Service Commission but not covered under this Agreement shall continue to acquire seniority rights as long as they are employed by the Office of Public Utilities. 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. Said employee shall have a six (6) month probation period to assure that both the Employer and the individual have made the right choice. During this six (6) month period said employee will be able to return to his former position. It is understood that in case of return of this individual within the six (6) month probationary period, other employees will consent to such demotions as are necessary to make room for them. It is understood that such an employee must be free from monetary indebtedness to the IBEW and must fulfill all local union obligations.

## ARTICLE XVII HOLIDAYS

**Section 17.1. Holidays.** All employees shall have time off with pay on the following holidays or the day designated as such by the Employer:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Lincoln's Birthday	Friday following Thanksgiving
Good Friday	Day Before or After Christmas
Memorial Day	(as City Council designated)
Independence Day	Christmas Day
Labor Day	

**Section 17.2. Work on a Holiday.** Any employee required to work on a holiday shall receive, in addition to his regular holiday pay, double time for all hours worked.

Section 17.3. Eligible for Pay. In order to be eligible for holiday pay or time off under the provisions of this Article, the employee must have worked the scheduled day before and after the designated holiday or have been on paid accumulated benefit time off for such days.

ARTICLE XVIII  
ACCRUED BENEFIT TIME

Section 18.1. Personal Days. Regular employees who have completed twelve (12) months of service with the employer shall be awarded three (3) personal days with pay on their first anniversary date. Thereafter, personal days will be awarded at the beginning of each contract year. Such personal days may be used for any personal reason of the employee. These days must be taken in whole or one half (Yz) day increments and are subject to supervisory approval for scheduling. Personal days may not be accumulated or carried over but must be used within 12 months of being awarded. Employees shall not be eligible for payment of unused personal days upon retirement.

Section 18.2. Vacations. Employees will be granted vacation time with pay according to the number of years of continuous service they have with the Employer on their anniversary date. Vacation leave per year with pay will accrue on an equivalent monthly basis\_ according to the following schedule:

Years of Service	DaysNr.	Days/Mo.
I through 6 years	10days	0.83
7 through 11 years	15 days	1.25
12 through 13 years	16 days	1.33
14 through 15 years	17 days	1.42
16 through 17 years	18 days	1.50
18 through 19 years	19 days	1.58
20 through 21 years	20 days	1.67
22 through 23 years	21 days	1.75
24 through 25 years	22 days	1.83
26 through 27 years	23 days	1.92
28 through 29 years	24 days	2.00
30 or more years	25 days	2.08

Section 18.3. Vacation time may be taken upon the completion of six months of service.

Section 18.4. An employee on an unpaid disciplinary suspension or leave of absence of 30 days or more shall not earn vacation for the period of absence.

Section 18.5. Vacation earned in one year must be taken before the end of the next succeeding year or be lost. For the purposes of this section, a year shall be measured from initial employment date.

Section 18.6. Vacation time may be used in Yz day increments.

Section 18.7. Employees shall be compensated at their current hourly rate at the time they are leaving the service of the Employer for all accrued but unused vacation time.

Section 18.8. Holiday During Vacation. If a holiday falls within an employee's regularly scheduled vacation period, the employee shall not be charged a vacation day for the holiday.

Section 18.9. No vacation day shall be allowed unless approved by the employer by the end of the prior business day. The Employer agrees to respect the wishes of the employees' request as to the time to take vacations as nearly as practical. Such approval shall not be capriciously withheld.

#### ARTICLE XIX LEAVES OF ABSENCE

Section 19.1. General/Discretionary Leaves. The Employer may, in the exercise of its sole discretion, grant a leave of absence without pay to any bargaining unit employee. The Employer shall set the terms and conditions of the leave.

Upon return from a general leave of three (3) months or less, the employee may return to a position equivalent to the one held prior to taking the leave.

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

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

Section 19.2. Military Leave. Military leave shall be granted in accordance with State and Federal law. The employee shall provide notice of the leave at the earliest possible date after issuance of the applicable orders.

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

Section 19.3. Jury Duty. An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment, the employee must submit a certificate of service duly signed by the Court Clerk. However, an employee may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

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

Section 19.4. Funeral Leave. In the event of a death in the immediate family of a regular full-time employee, the employee shall notify the Appointing Authority and be granted a leave of absence with pay. This leave shall not exceed three (3) consecutive working days, which may be interrupted by the Employee's regular days off, one of which must be spent in attendance at the funeral. In addition, up to two (2) sick days may be used to supplement a funeral leave with approval of the Appointing Authority provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days/instances used per year or eligibility for the sick leave bonus. Immediate family of the employee will consist of the employee's spouse, children or stepchildren, mother, father, sister, brother, step mother, step father, step brother, step sister, grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death.

An employee may be allowed time off with pay to attend the funeral or memorial service of a fellow worker who was currently employed in the same department provided this permission is granted by the Appointing Authority. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

Section 19.5. Union Leave/Business. Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer shall upon leaving that office be reinstated to his former position, including all his seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

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

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the employer . A maximum number of two (2) employees will be released from duty with pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

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

**Section 19.6. Medical Leave.** Employees who have exhausted their accumulated sick leave days and completed a leave pursuant to the FMLA but are unable to report to or back to work because of a start or continuation of illness, injury or pregnancy related disability, may receive a disability leave without pay. The Employer will not arbitrarily deny such leave request. However, an employee may choose to exhaust vacation and personal leave and compensatory time prior to receiving said leave. To qualify for such leave, the employee must report the disability as soon as the need for such leave becomes known, and prior to receiving such leave and thereafter furnish, on a monthly basis to the department head or designee, a physician's written statement of the nature of the disability and the estimated length of time that the employee will be unavailable for work together with a written application for such leave. Such leaves will not be granted for periods in excess of three (3) months but may be extended upon the written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Such leave will not be arbitrarily or capriciously denied.

**Section 19.7. Family Medical Leave.** 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.

If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

**Section 19.8. 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. Employees who become eligible for workers' compensation benefits shall not accrue benefit time (except for personal days) while receiving workers' compensation benefits for thirty (30) days or more, unless specifically awarded pursuant to the Workers' Compensation Act, award, or settlement.

**Section 19.9. Absence Without Leave.** An employee who is absent from duty shall report the reason therefore to his supervisor prior to the date of absence, when possible, and in no case later than starting time on the first day of absence. All unauthorized and unreported absences shall be considered as without leave and deduction of pay shall be made. Such absence without leave shall also be grounds for disciplinary action.

**Section 19.10. Failure to Return.** An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

**ARTICLE XX**  
**SICK BENEFITS**

**Section 20.1.** Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month including prior service. There shall be no maximum on the amount of sick leave that can be accumulated.

Upon retirement from the city, an employee shall be paid at 5/12ths straight time rate equal to the pay rate at the time of retirement for all sick leave accumulated up to 90 days and be paid straight time rate for all sick leave accumulated over 90 days and earned prior to November 1, 1988. Beginning November 1, 1988, all sick leave accumulated thereafter by an employee shall be paid at YZ straight time rate equal to the pay rate at the time of death or retirement for all sick leave accumulated.

Employees hired on or after July 1, 2014, will not be eligible for payment of unused sick days upon retirement or death.

**Section 20.2. Retirement Payout Cap.** Any sick time payout at the end of a career is capped at 120 days.

However, the Union shall provide a list to the Employer of all employees, along with a proposed date of retirement, that wish to be exempt from the 120 day cap. Such retirement date must take place before January 1, 2023. The list shall be presented in its final form within three (3) months of ratification of the Agreement and, if not included on the list, the employee shall be subject to the 120 day cap.

Any individual that wishes to be exempt from the 120 day cap is also exempt from the promotional path and longevity increases. If any exempt individual does not retire on or before their proposed retirement date, the employee shall be subject to the 120 payout cap and has accrued no status under the development structure, but shall have access to the development structure moving forward.

**Section 20.3.** It shall be the responsibility of the employees to see that his supervisor is notified of his illness and inability to work previous to the time his shift is to begin. If the employee is absent for one-half day or more he shall sign an ordinary disability report certifying to the nature of his illness.

Sick time may be used for illness, disability or injury to the employee, appointments with a doctor, dentist or other professional medical practitioner, quarantine and for serious illness or disability in the employee's immediate family which requires the employee's personal care and attention. Employees shall make every effort to schedule nonemergency medical examinations outside of normal working hours. If this is impractical, the employee shall be allowed to use sick leave in increments of no less than one (1) hour (time increment) for such medical examinations provided he informs the supervisor of such examination as far in advance as possible and provides verification of the doctor or dentist appointment and schedules this examination such that it does not affect operations or create additional costs for the Employer. Verification of sick leave other than medical examinations shall be made pursuant to Section 3 and Section 4 of this article.

**Section 20.4.** If the employee shall be absent on sick leave for three days or more, he shall furnish a doctor's certificate reflecting the reasons for his absence. When a person has used 30 days sick leave time to which he is entitled under this contract, all benefits under IMRF shall be available to him or he may use the balance of accrued sick leave time.

**Section 20.5. Employer Provided Health Insurance.** The Employer shall provide an insurance program for its employees and dependents, which includes hospitalization, doctor's care and life insurance. Life insurance is for the employee only. Employees will be furnished an insurance booklet containing benefits, cost and claim procedures.

**Section 20.6. Health Insurance Committee.** The Employer and the Union agree that the Health Insurance for its employees will be governed by the Agreement for Joint

Labor/Management Health Care Committee. Changes in the Plan will be made according to rules of the Committee including premiums paid by the Employer and its Employees covered under the contract between the City of Springfield and IBEW Local 193. Should the Joint Labor/Management Health Care Committee cease to exist, the Employer and Union will meet to discuss and negotiate over the Health Insurance benefits.

**Section 20.7. Retiree Premiums and Unreimbursed Medical Expenses.** In the event that a City-wide plan(s) is/are offered for the purpose of pre-funding retiree health insurance or unreimbursed medical expenses, bargaining unit employees will be given the opportunity to participate.

**Section 20.8. Bonus Time.** Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and do not use over one (1) instance 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 sixty (60) days sick leave at any time prior to a contract year and do not use over one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay. Bonus time eligibility for employees using sick time associated with Family Medical Leave will be according to the regulations stipulated under the Act, i.e., sick time used under FMLA will be counted to determine an employee's eligibility for bonus days.

Employees who have earned bonus time will be allowed to take the bonus time on a short notice to the supervisor in half or full day increments. The bonus days shall follow the same rules as a sick time notice. The employee shall notify the supervisor of the intent to use bonus time before the beginning of the regularly scheduled shift. For any pre-planned time-off requests, employees shall submit the bonus day requests in advance to allow the vacancy to be filled in advance. Bonus days cannot be denied, but in no event can bonus days be used in a concerted manner to disrupt operations or cause a work stoppage.

**Section 20.9.** After accumulating 32 days of sick leave, employees upon written request may exchange sick days for vacation days at a rate of two (2) sick days for one (1) vacation day. Each vacation day so earned must be used as a vacation day within the vacation year of the exchange or be forfeited. The number of sick days exchanged per vacation year shall not exceed ten (10) days and at no time shall the number of days of accumulated sick leave be so reduced to less than thirty (30) days. No payment shall be made for vacation days acquired hereunder if not used within the vacation year. Such days may not be used for the purpose of carrying over vacation days. Such exchange of sick days for vacation days may be made up to five times per year.

**Section 20.10. Attendance Monitoring Program.** The parties agree that an Attendance Monitoring Program "AMP" will be used for utilization of sick time. In regards to employee discipline, employees reaching seven instances will be given a verbal warning. Employees reaching eight instances will be given a written warning. Employees reaching nine instances will be given a day off without pay. Additional instances will be dealt with in a progressive manner. An employee may utilize up to three (3) doctor's appointment in a twelve month rolling period that is four (4) hours or less that will not be counted as an instance under this policy as long as sufficient notification is provided to the employer and the employee returns to work the same day

for the remainder of his shift with a doctor's note covering the absence. When an employee currently has discipline as a result of sick time infractions, and that discipline has not been expunged per the applicable time period as defined in the collective bargaining agreement, any further sick time infractions shall result in progressive discipline being imposed.

## **ARTICLE XXI** **SAFETY**

**Section 21.1. Necessary Equipment.** The employer agrees to furnish all necessary O.S.H.A. approved personal protective equipment to employees required to wear such job site appropriate equipment. PPE (Personal Protective Equipment) to include, but not limited to, hard hats, safety glasses, gloves, reflective vests, ear protection, respiration masks, rain gear, safety shoes/ boots (steel toe or composite), and Carhart! brand or equivalent coveralls or jacket and bibs. The employer agrees to furnish and replace all PPE on an as needed basis.

**Section 21.2. Reimbursement.** The Employer will reimburse employees for the cost of necessary frames and prescription polycarbonate lenses up to \$250.00. Employees may choose any frames or specialty items such as transition lenses, progressive lenses, scratch coat, etc. However, any amount exceeding \$250.00 will be the responsibility of the employee. Additionally, any costs associated with examinations will be the responsibility of the employee. The above referenced lenses, frames, etc. may be obtained through any provider.

## **ARTICLE XXII** **DRUG TESTING**

**Section 22.1.** All employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any OSHA recordable accident or any accident which results in fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving violation arising from an accident.

**Section 22.2. Discipline.** Upon the return of a positive drug or alcohol test, the following will result:

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

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

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

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

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

If a drug test result is positive:

1. First Offense- The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. Any employee who does not test positive for drugs and/or alcohol within five (5) years of his or her previous test will be treated as if the first positive test did not occur.
2. Second Offense- Any employee who test positive for drugs and/or alcohol within five (5) years of his or her positive test will be automatically terminated.

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

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

**Section 22.3. Return-to-Duty Contracts.** An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

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

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

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

**Section 22.4. Confidentiality.** Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanation provided by the Medical Review Officer (MRO) shall be confidential. Such records and explanations may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

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

### **ARTICLE XXIII** **DISCIPLINE**

**Section 23.1.** Disciplinary action may be imposed upon a certified (non-probationary) employee for just cause. During the initial probationary period, the probationary employee may be disciplined, discharged, demoted, laid off, or otherwise dismissed at the sole discretion of the Employer and neither the reason for nor the disciplinary action may be the subject of a grievance, unless the basis for the alleged violation is pursuant to the Article of Non-Discrimination.

The following procedure of progressive and corrective discipline shall be applied by the City, except the City need not follow progressive and corrective discipline before discharge if the discharge is for theft, deliberate damage to City property, gross insubordination, physical violence, or other similar offenses.

Discipline for offenses not covered above shall only be as follows, with the exception of sick time abuse as outlined in the Attendance Monitoring section:

First Offense:	Verbal Warning(s)
Second Offense:	Written Warning(s)
Third Offense:	Suspension(s)
Fourth Offense:	Discharge

Written warnings may be hand delivered to the affected employee, or may be sent by mail to the employee's last known address if no other reasonable means of serving notice is available.

Warnings as herein provided shall be null and void after twelve (12) months, shall be removed from the employee's personnel file, and shall not be used as a basis for further disciplinary action. Suspensions as herein provided shall be null and void when there have been no suspensions for the most recent sixty(60)months of employment, shall be removed from the employee's personnel file, and shall not be used as a basis for further disciplinary action.

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. Employees shall be informed by the Employer of their rights to union representation and shall be entitled to such, if so requested by the employee. 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. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Discipline imposed under these procedures shall be subject to the grievance/arbitration procedures.

**Section 23.2.** If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 23.3.** For suspensions and discharges, the Employer shall provide to the employee and the Union written notice of the basis for the discipline prior to the discipline being imposed if the nature of the infraction so allows, otherwise as soon thereafter as practicable.

#### **ARTICLE XXIV** **ELECTION OF REMEDIES**

The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or difference arises concerning the interpretation and/or application of the wages, hours and terms and conditions of employment in the Agreement (except disputes or differences involving discipline and/or discharge), that the Steps and provisions in the Grievance and Arbitration Articles shall be the exclusive procedures for resolving the dispute or difference. If a dispute or difference arises concerning discipline and/or discharge, the employee shall elect to have the matter processed under the provisions of either the grievance and arbitration procedure in this Agreement or procedures applicable under the City of Springfield Employment Policies; and, after selecting one of the two procedures, shall be deemed to have waived his rights under the other procedure.

#### **ARTICLE XXV** **GRIEVANCE PROCEDURE**

**Section 25.1.** The Employer agrees to meet with the duly accredited officers of the Local Union and/or its designees as outlined in this Section to resolve differences that may arise between the Employer and the Local Union.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, established procedures of the parties, and the meaning, interpretation or application of this Agreement to those issues.

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

- Step 1.** The steward on a job or union representative in case of a grievance shall take the matter up in writing with the immediate supervisor of the Department in which the person is employed within fifteen (15) working days of the time the union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance.
- Step 2.** If the grievance is not resolved satisfactorily within five (5) working days after submission in Step 1, the grievance shall be submitted in writing within five (5) working days to the Manager of the Department by the Local Union.
- Step 3.** If the grievance is not resolved satisfactorily within five (5) working days after submission to Step 2, the Local Union shall submit the grievance in writing within five (5) working days to the Department Head or their designee
- Step 4.** If the grievance is not resolved satisfactorily at Step 3 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article III. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the Department Head or their designee or within twenty (20) working days after such decision was due.

A grievance which is not processed within the requisite time limits shall be deemed to be denied according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure. The time limits at any step may be extended by written mutual agreement of the parties.

**Section 25.2.** Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance.
2. Only the Union can agree to a settlement of a grievance.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

## **ARTICLE XXVI** **ARBITRATION**

**Section 26.1.** Parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators. Nothing herein

shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. 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 Union, requesting that he set a date and time for the hearing, subject to the availability of the Employer and Union representatives. All hearings shall be held in Springfield, Illinois unless the parties mutually agree otherwise.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to hear the merits of the dispute.

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 submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in anyway the application of Federal or State laws or rules and regulations having the force and effect of such laws. The arbitrator shall be requested to submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. A decision rendered consistent with the terms of this Agreement shall be final and binding.

**Section 26.2.** The fee and expenses of the arbitrator and the cost of a written transcript, if any, for the arbitrator shall be divided equally between the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

## **ARTICLE XXVII**

### **LAYOFF-RECALL/NO LOCKOUT-NO STRIKE**

**Section 27.1. Layoff-Recall.** The City reserves the right to lay-off employees for lack of funds/or lack of work. In the case of lack of work, employees will be laid off by area where the lack of work is generated (Water, Electric or Corporate) and discipline (Electrical, Mechanical, Controls, etc.) followed by inverse seniority. In the terms of lack of funds lay-offs, the lay-offs will be by the electric, water or corporate fund depending on the area that lacks funds. Lack of funds lay-offs will be done by discipline and inverse seniority in the area lacking funds. Before any bargaining unit employees are laid off for lack of work or lack of funds, preference will be to said employee(s) in a different position at any city department where a vacancy exists as long as qualifications are sufficient. In case of a layoff, employees will be notified in writing as soon as practical but no later than twenty-one (21) days before the effective date of the layoff. Recall shall be by seniority and any employee laid-off shall remain on the recall list for twenty-four (24)

months. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

**Section 27.2. No lockout-No Strike.** During the term of this Agreement, neither the Union, its officers or agents or any employee will instigate, aid, promote, condone or engage in any strikes, work stoppages, slowdowns, mass resignations or mass absenteeism, or similar illegal activity. The Employer will not during the term of this Agreement lock out any employees as a result of a labor dispute with the Union.

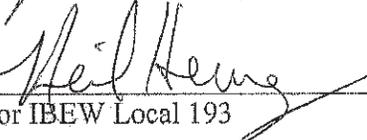
**ARTICLE XXVIII**  
**DURATION, AMENDMENT, AND TERMINATION**

**Section 28.1.** This Agreement shall be effective June 1 2018 and shall remain in full force and effect through and including the 31<sup>st</sup> of May, 2022. It shall be automatically renewed from year to year thereafter 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 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after notice. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

Signed:

  
For the City

12-02-19  
Date

  
For IBEW Local 193

12-03-2019  
Date

