

**LABOR AGREEMENT**

**BETWEEN**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NUMBER 965**

**AND**

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

**MAY 1, 2020 through APRIL 30, 2025**

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## **LABOR AGREEMENT**

This Agreement made and entered into by and between the City of Springfield, Office of Public Utilities herein after called "CWLP" (Employer) and the International Union of Operating Engineers Local Union Number 965-965A-965B-965C-965RA hereinafter called "Union".

### **PREAMBLE AND DECLARATION OF PRINCIPLES**

CWLP and the Union pledge themselves to the highest degree of harmony and good faith in the performance of this Agreement. They also pledge themselves to perform all work covered herein under with excellence and safety.

### **ARTICLE I RECOGNITION AND SCOPE**

**SECTION 1:** Whereas, it is believed that the interest of the general public, the Employer and the Union can best be served if a workable agreement exists between and among the parties hereto, in the employment of operating and apprentice engineers on all classes of public and private work engaged in by the Employer; and

Whereas, operating and apprentice engineers should be paid and should be willing to work on a scale and basis commensurate with their skill and knowledge of their trade and in keeping with the wages and the standard of living in the district wherein their work is performed; and

Whereas, the parties hereto desire to enter into an agreement relating to wages, hours and other terms or conditions of employment represented by the Union; and

Whereas, it is the desire and intent of the parties to provide orderly collective bargaining relations and prompt and equitable disposition of grievances, to maintain fair wages, hours and working conditions, to prevent strikes and lockouts, and to represent the interest of the general public, the industry, and the craft; and

Whereas, the Employer has recognized the Union as the exclusive bargaining agent for all (journeymen and apprentice, excluding temporary employees) operating engineer employees for the purposes of collective bargaining with respect to wages, rates of pay, hours, and other terms or conditions of employment.

It is therefore understood and agreed by and between the parties hereto as follows.

## **ARTICLE II CRAFT JURISDICTION**

- SECTION 1:** It is mutually understood and agreed by the parties hereto that the craft jurisdiction of the Union shall cover and apply to all persons engaged or assisting in operating, erecting, dismantling, or repairing excavation and earthmoving equipment used in Water Division construction and repair work, and all machines used to sweep, clean, and remove debris and snow from roads and parking areas maintained by CWLP's Water Division. This shall in no way alter the historic practices of CWLP. "Such jurisdiction shall exclude operation of electric pumps, small generators (10 KW and under) and small compressors (up to 40 CFM). Craft jurisdiction shall include operation of the hydraulic valve operator to the extent that the Employer shall make every reasonable effort to aggregate and schedule such work requiring its use, provided that the Employer shall reserve the right to assign such personnel to operate other equipment within the jurisdiction of this Agreement when the valve operator is not expected to be in prevalent use.
- SECTION 2:** **Conflict of Jurisdiction.** In cases where there shall develop a jurisdictional dispute between this Union and another and the dispute cannot be settled amicably at the local level, the dispute shall be referred in a timely manner to the respective international representatives for resolution.
- SECTION 3:** **Jurisdiction.** This agreement shall cover work performed within craft jurisdiction by CWLP.
- SECTION 4:** **Subcontractors.** It is the general policy of CWLP to continue to utilize its employees to perform work they are qualified to perform. CWLP reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency. However, CWLP shall not contract out any work normally or presently being performed by bargaining unit employees which would result in a loss of work for bargaining unit employees without first offering the Union an opportunity to discuss such proposal to contract out.

**ARTICLE III  
NEW EMPLOYEES AND DUES DEDUCTION**

**SECTION 1:** The Union and CWLP, upon agreement of applicant's qualifications, shall set forth in writing the grade at which the applicant starts, schools the applicant shall attend, and any other conditions necessary.

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 the of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. In the event an employee improperly moves from the City of Springfield without proper notice to the employer, the employee shall be notified, in writing, of the improper move. The employee shall be given 30 days to rectify the error. If the employee has not rectified the issue after 30 days, then the employee shall be placed on unpaid leave until the situation has been rectified. If the employee has not rectified the issue by 60 days, then the tenants of progressive discipline shall commence per day that the issue is not rectified after the 60<sup>th</sup> day up to an including discharge. Once, however, the employee has notified the employer in writing that the situation has been rectified, the employee shall be immediately reinstated. An employee who gives binding, written notice to retire shall not be subject to the City residency requirements for the 12 month period immediately preceding the date of retirement.

**SECTION 2:** The Employer shall have the unlimited right to discharge any employee during the first twelve (12) months of continuous employment which shall be considered a probationary period.

**SECTION 3:** The Union and CWLP, upon agreement of applicant's qualifications, shall set forth in writing the grade at which the applicant starts, schools the applicant shall attend, and any other conditions necessary. Among employees completing the probationary period who are relatively equal in ability and qualifications to perform the work required, the employee having the greater seniority shall be given preference for purposes of layoff and recall, promotion, and the choice of shifts within the Department, provided that at all times the Department has available sufficient employees with the ability and qualifications required to perform the work to be assigned. Any openings inside the bargaining unit shall be offered to other qualified members of Operating Engineers Local 965 who are already employed by the City by bid process for a minimum of 5 days prior to opening the position to other applicants.

**SECTION 4:** **Dues Deduction.** Upon receipt of a written authorization, the Employer shall make payroll deductions of dues, initiation fees, assessments, and other payments for the Union. Regular monthly dues shall be deducted

from gross pay from the first paycheck of the month. Dues shall be paid to Local Union 965 of the International Union of Operating Engineers.

The Union shall certify any increases in dues to the Employer, and such increases shall be effective thirty (30) thereafter.

The Union shall indemnify and hold the Employer, and its employees and agents harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article.

The Union will provide to the Employer verification that an employee has authorized deductions for dues, assessments, or fees. Employees may express such authorization by any legally binding means under State or federal law. The Parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement include authorizations created and maintained by use of electronic records or signatures consistent with State and federal law.

#### **ARTICLE IV 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;
- 1 Day Suspension;
- 3 Day Suspension;
- 5 Day Suspension;
- 15 Day Suspension;
- 30 Day Suspension;
- 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 but in no case later than 60 days.

**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 forty-eight (48) hours 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. 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 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 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. However, such suspension may be used against an employee for the purposes of promotion for up to 5 years.

## **ARTICLE V GRIEVANCES AND ARBITRATION**

### **GRIEVANCES**

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

A grievance, for purposes of this agreement, shall be defined to mean a dispute between an employee covered by this agreement or the Union involving the interpretation or application of this agreement.

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

**Step 1.** The steward on a job in case of a grievance shall present the grievance in writing to 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 grievance shall be signed by the employee and the Union Steward or an elected official of the Union. The division Superintendent shall respond to the grievance in writing 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 written grievance shall be 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/or Local Union.

**Step 3.** If the grievance remains unresolved, it shall be presented to the Union within five (5) working days after the response in Step 2 is received in writing, or was due, 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.

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

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.

## **ARBITRATION**

**SECTION 2:** If the representatives of the Employer and of the Union are unable to reach an agreement on a grievance, then such disputed grievance shall be referred to arbitration.

**SECTION 3:** If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) 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 shall be borne by the employer if the arbitrator fully sustains the union's grievance; by the union if the arbitrator fully denies the union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The Arbitrator shall specify in his award how his fees and expenses shall be borne. 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.

## **ARTICLE VI WAGES**

### **SECTION 1: Rates of Pay.**

Effective May 1, 2020 – 0.00%

Upon contract approval – 2.00% of annual base as a lump-sum payment based upon total earnings from 2019. This total shall come from the employee's tax information.

Effective May 1, 2021 – 2.00%

Effective May 1, 2022 – 2.00%

Effective May 1, 2023 – 2.00%

Effective May 1, 2024 – 2.00%

Tier II employees shall receive \$1.50 added to base wages upon contract approval

Tier II employees shall receive \$1.50 added to base wages effective May 1, 2023

Tier II employees shall receive \$.50 added to base wages effective May 1, 2024

Employees who have completed 15 years or more in Local 965 while employed with the City, shall have \$.50 added to their base wage effective the first day of the month following the completion of said years of service.

Employees who have completed 20 years or more in Local 965 while employed with the City, shall have an additional \$.50 added to their base wage for a total of \$1.00 effective the first day of the month following the completion of said years of service

Employees who have completed 25 years or more in Local 965 while employed with the City, shall have an additional \$.50 added to their base wage for a total of \$1.50 effective the first day of the month following the completion of said years of service.

Effective May 1, 2013, the employer will add longevity and then apply across-the-board increases.

Negotiated across-the-board increases shall apply for the newly hired employee. Longevity pay shall still apply to any new hires when the employee becomes eligible.

The wage rate for new hires shall be as follows:

Upon Approval	May 1, 2022	May 1, 2023	May 1, 2024
\$34.17	\$34.85	\$37.08	\$38.33

**SECTION 2: New Construction.** 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 ½”) inches or greater in diameter and the construction and installation of meter connections and bypasses which are one and one-half (1 ½”) inches or greater in diameter that provide an addition to the existing system shall be considered new construction.

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 initial start of project, during project construction and service relocations

to new main from existing main. On such projects, each employee shall be paid an additional one dollar (\$1.00) per hour above their regular hourly rate of pay.

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 taps 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.

**SECTION 3:** It is recognized that the parties of this agreement, when negotiating a successor agreement may go beyond the expiration date of this agreement. In that case, should the parties negotiate retroactive pay, that retroactive pay shall be limited to those employees still in the active, full-time service of the department on the date of the execution of this agreement.

## **ARTICLE VII APPROVED LEAVE**

**SECTION 1:** **Sick Benefits.** Sick leave shall be paid to employees after six (6) months employment. Each employee covered by the contract shall accumulate unlimited 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 service he shall have six (6) accrued sick days to his credit.)

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

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, reflecting the reason for his absence. When a person has used thirty (30) days sick leave time to which he is entitled under this contract, all benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time. Employees shall not be compensated for more than three (3) sick days in a contract year without a doctor's certificate.

Employees shall be compensated in cash at a ratio of five (5) days pay for twelve (12) days accrued unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee. New employees hired on or after May 1, 2013, are no longer eligible for this

payout. City of Springfield employees will not be considered new employees under the CWLP contract.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

**Bonus Days.** Employees who have accrued thirty (30) days sick leave prior to a contract year and do not use more than 1 sick day or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay. Employees who have, at one time, accrued ninety (90) days sick leave prior to a contract year and do not use more than 1 sick day or are not absent without pay during the ensuing contract year shall be granted five (5) days leave with pay. Bonus days can be taken from May 1st to April 30th and can be taken a day at a time. Such leave shall be taken with the approval of the Superintendent. This time may not be accumulated and any bonus leave remaining after April 30th of a given year will be lost. Requests will only be considered if the employee has bonus days at the time of such request and once approved a more senior employee's subsequent bonus day request may not disrupt the less senior employee's prior request.

**SECTION 1A:** If the average number of sick days taken by employees covered under this contract is 3.5 days or less for employees during a contract year beginning May 1, and ending the following April 30, employees using 3.5 sick days or less will receive a \$350 bonus at the end of the corresponding contract year. If the above average is 2.5 days or less, employees using 2.5 days or less will receive an additional \$100 bonus for a total of \$450.00. 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 total. That employee will remain in the headcount total and all sick time used, except for the extended illness time, will be included in the totals. The employee's extended illness shall count as one (1) day for purposes of calculating the bonus. 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.

**SECTION 2: Personal Days.** 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 May 1, 2017, with at least one (1) year of seniority will be granted three (3) personal days per year. Personal days may only be used in lieu of sick leave to preserve bonus

vacation. 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 May 1<sup>st</sup> and March 1<sup>st</sup> 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. Requests will only be considered if the employee has personal days at the time of such request and once approved a more senior employee's subsequent personal day request may not disrupt the less senior employee's prior request.

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 or require overtime to be paid.

**SECTION 3: Duty Disability.** Any CWLP employee who is disabled for work as a result of illness or injury arising out of and in the course of his or her employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended, provided that the first three (3) days of such disability shall be at full salary. Commencing with the fourth (4th) working day of disability and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, a CWLP 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. Employees who become eligible for workers' compensation benefits on or after May 1, 2015 for a 30-day period or longer, shall not accrue sick or vacation benefit time while receiving workers' compensation benefits, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement.

**SECTION 4: Insurance.** Members of the bargaining unit shall be provided the same group health and life insurance benefits for the employee and his dependents as all other employees of the City of Springfield at the same premium rate. Life insurance is for the employee only.

**ARTICLE VIII  
LEAVES OF ABSENCE**

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

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

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

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

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

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

**SECTION 3:** 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.

Employees who have utilized all their accumulated sick leave days and have completed an FMLA leave, if applicable, and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted a disability leave.

**SECTION 4: Medical Leave.** Regular employees who have exhausted their accumulated sick leave days and have completed an FMLA leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. Such leave will not be granted for a

period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months within a twelve (12) month period, at the Employer's discretion. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Employees shall immediately return to work upon release by the attending physician.

**SECTION 5: Funeral Leave.** Employees shall be granted a maximum of five (5) days of leave of absence at the regular rate of 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. Employee 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. Pay shall be granted only for days spent in making funeral arrangements, attending the funeral, and traveling to and from the funeral. Employee must notify Job Steward and Superintendent in charge before leave is taken.

**SECTION 6: 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.

## **ARTICLE IX 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:

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

**SECTION 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:** Vacation requests will only be considered if the employee has vacation days at the time of such request. Vacations shall be granted at the time requested by the employee and once approved a more senior employee's subsequent vacation request may not disrupt the less senior employee's prior vacation request. 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.

**SECTION 5:** If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional workday.

**ARTICLE X  
WORKING HOURS, OVERTIME AND SHIFT WORK**

**SECTION 1:** Eight hours shall constitute a regular day's work and forty hours a regular week's work, Monday through Friday, inclusive. The starting time shall be 7:00 a.m., Sunday through Saturday, however time may be adjusted one hour either direction with prior agreement of the crew, the union and management. A thirty (30) minute intermission for lunch shall be near the midpoint of the shift. 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 is defined hereinabove shall be exclusive of this thirty (30) minute time period.

**SECTION 1A:** The Employer may establish another regular work week for a minimum number of individuals provided the Union shall be notified. However, there shall be no changes in work week solely for the purpose of avoiding the payment of overtime. Temporary employees may perform work similar to that being performed by bargaining unit members. Temporary operating engineers hired by the City will be selected by the Union. Temporary employees who are unsatisfactory to the City will be terminated and the Union will be requested to select another temporary employee if the City requires such services. Temporary employees will be paid the prevailing wage as certified by the Illinois Department of Labor.

**SECTION 1B:** All persons covered by this agreement shall leave headquarters for the job site as soon as practicable after the regular starting time. Employees shall cease work at the job site in time to return to headquarters for quitting time. Lunch will be taken at the job site whenever practicable or at the nearest available CWLP facility within a five-minute drive from the job site.

**SECTION 2:** All prearranged overtime work shall be paid for at the time and one-half rate. Ten (10) hours notice or four (4) working hours notice constitutes sufficient time to classify overtime as being prearranged. All other overtime work and work performed on Sundays and holidays shall be paid for at the double time rate.

Any employee working three (3) hours after the regular quitting time shall be allowed no more than one (1) hour at the overtime rate of pay for supper period. Any employee working more than two (2) hours prior to the start of his regular shift shall receive a breakfast allowance.

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.

All meals will be paid at the rate of \$12.00 per meal on the employee's next appropriate paycheck.

Employees shall be paid for all overtime. An employee may 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. Overtime hours may be split between compensatory time and pay at the employee's discretion. The employee will be notified by the Supervisor during the pay period if additional compensatory time has been approved. Compensatory time shall be taken in four-hour increments, at the beginning of the workday or the beginning of the second half of the workday, subject to the approval of the supervisor. Employees must give notice to his Superintendent at least twenty-four hours prior to the start of the shift he desires to use compensatory hours. Compensatory hours not used shall be liquidated in cash on April 30 of each year.

**SECTION 3:** 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 to work 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 X, Section 3 of this contract.

**SECTION 4:** Work may be performed in shifts at the election of the Employer, but in no case for less than three (3) consecutive working days. The starting time

for the first shift of a two-shift job shall be by agreement between CWLP and the Business Representative. The starting time on a three-shift job shall be 8:00 a.m., which shall be regarded as the first shift on the calendar day. On all shift work the first shift shall end at 4:00 p.m.

**SECTION 5:** When two or more shifts are worked, eight (8) hours shall constitute a shift and the employees engaged in multiple shift work shall be given a one-half hour lunch period, starting at the midpoint of the shift, with no deduction in pay. Shift work from Sunday midnight to Friday midnight shall constitute a regular week's work and any time worked from Friday midnight to Sunday midnight, or in excess of regular shift hours, shall be paid for at the applicable overtime rate specified in paragraph C of the article. On a two-shift job no more than one (1) hour shall elapse from the ending of the first shift and the beginning of the second shift. There shall be no time allowed between shifts on a three-shift job. The rate of pay for the second shift shall be twenty-five cents per hour above the regular rate, and the rate of pay for the third shift shall be twenty-five cents per hour above the regular rate.

**SECTION 6:** Where the employer elects to work two (2) shifts on excavation, each shift shall be no less than ten (10) hours and in no case less than three (3) consecutive workable days duration. This paragraph shall apply only during the period April 1 to October 31.

**SECTION 7:** Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

## **ARTICLE XI LAYOFF AND RECALL**

**SECTION 1:** The employer may lay off any employee within the unit whenever such action is made necessary by reason of shortage of work or funds. However, no employee within the bargaining unit shall be laid off while there are temporary, part time or probationary employees serving in the same classification for which the employee is eligible and available.

In the event that layoff is necessary, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training.

An employee laid off shall be notified in writing no later than (20) workdays prior to the period of layoff.

An employee shall not earn vacation or sick leave accrual or personal days during the period of layoff.

**SECTION 2:** The names of employees laid off shall be placed on a recall list for a period of sixty (60) months.

Employees who are eligible for recall shall be sent Notice of Recall to the employee's last reported address by certified mail/return receipt requested. The employee shall notify the Employer of their intention to return within ten (10) working days after receipt of a Notice of Recall.

**ARTICLE XII  
HOLIDAYS**

**SECTION 1:** The following paid holidays shall be observed on the dates of their official observance by the City of Springfield and together with Sundays, shall be regarded as legal holidays.

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day Following Thanksgiving
Juneteenth	Christmas Day
	Day before or after Christmas
	as designated annually by City Council

No work shall be performed on Labor Day, except to save life or property. When the holiday falls on Sunday, it shall be observed on Monday, except Juneteenth, which shall only be observed as a paid holiday when it falls on a weekday.

**ARTICLE XIII  
UNION BUSINESS REPRESENTATIVE AND STEWARD**

**SECTION 1:** The Business Manager or Business Representative of the Union may be granted the privilege to visit any job at any time to consult with the steward on the job or confer with the Employer or his representatives. Further than this there shall be no interference except for observation or in cases of emergency or necessity. General consultations with employees, when desirable, shall be held before starting time, at noontime, or after quitting time.

**SECTION 2:** The Union shall appoint a job steward who shall represent employees. The Union shall be responsible to notify management of the person representing the Union as job steward and whenever a change in job steward is made, the Union will notify CWLP of this change.

## **ARTICLE XIV EQUIPMENT AND SAFETY**

**SECTION 1:** The Employer shall provide reasonable heat and reasonable protection for his employees who are covered by this agreement; said protection shall include but not be limited to umbrellas, heat houses, and protection from falling debris. An adequate supply of fresh water, properly cooled in season, along with disposable individual drinking cups shall be made available at all times by the Employer in order that the health and physical welfare of their employees might be protected, and they shall be allowed to avail themselves of the drinking water so supplied. A boatman shall be employed at all times when employees covered by this Agreement are working on or over water, on navigable streams and lakes where the Union and Employer deem it necessary to comply with safe practices.

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

All provisions of the State and Federal Safety Act shall prevail.

**SECTION 2:** All employees shall be required to furnish and wear the following clothing items:

1. Plain long or short sleeve shirts (sleeveless are acceptable; sweatshirts are acceptable. Jeans (11 oz. or heavier) or current work pants (any color). Employees will receive a \$400.00 clothing allowance each year. Clothing must be in original condition without alterations (i.e., cutoff jeans or cutoff sleeves are unacceptable; printing or writing on clothing is unacceptable unless purchased from the Utility.
2. One (1) pair of insulated bibs will be issued to all employees. Insulated bibs (of Carhartt quality) and high visibility jackets will be replaced on an as needed basis upon return of the damaged or worn-out item and if the Employer agrees upon the need for replacement.

**SECTION 3:** In regards to the installation and utilization of GPS tracking technology on Springfield Office of Public Utilities vehicles, the undersigned parties agree as follows:

1. The intended purpose of such equipment is to enhance the operational efficiency of the department, improve services to the public, improve the safety of employees and to ensure compliance with department work rules.
2. This technology shall not be made available to the public except as is provided for under state, federal or local laws.
3. Employees shall be given a brief overview of the systems capabilities, its intended use, and a copy of this MOU. Thereafter, this MOU shall be incorporated within the Operating Engineers Local Union No. 965 contract. Any vehicle equipped with this technology shall have a notice affixed to the interior notifying employees that it is so equipped.
4. The parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer has 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 employees' work progress and work locations. 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 pursuant to any Pre-Deprivation Meeting.
5. 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.

**SECTION 4: Safety Incentive.** Effective May 1, 2017, 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 an annual safety incentive on April 30. 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 2017 do not count for purposes of determining the incentive.

## **ARTICLE XV DRUG TESTING**

### **POLICY STATEMENT**

The Union and the Employer agree that the use of illegal drugs, and the abuse of legal drugs by anyone presents unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates current City regulations and the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug abuse. In the interest of employing persons who are not impaired by drug abuse in the performance of their jobs, and for the safety and well-being of employees and residents, the Employer will establish a program that will allow the Employer to take the necessary steps, including drug testing, to eliminate such abuse by such employees.

### **DEFINITIONS**

A. "Drug(s)" shall mean any controlled substance listed in the Illinois Compiled Statutes, Chapter 720, Act 570, known as the Controlled Substances Act, for which the person tested does not submit a valid prescription. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. For the purposes on Random Drug Testing only, "drugs" shall mean:

Amphetamines

Cocaine

Marijuana

Opiates

PCP

6-Acetylmorphine

Ecstasy

Oxycodones



## Semi-Synthetic Opiates

B. "Impairment" due to drugs shall mean a condition in which the employee is unable to properly and safely perform his/her duties due to the effects of a drug in his/her body. Where impairment exists, incapacity for duty shall be presumed.

C. "Positive Test Results" shall mean a positive result on both an initial screening test and confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative, and no action will be taken. A positive confirming test result is one where the specimen tested contained drug or drug metabolite concentrations at or above the concentration level specified in the Section outlining Drug Testing Standards below.

D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug for which a valid, prescription cannot be documented, which results in evidence of impairment while on duty.

E. The term "employee," for the purposes of this article only and not for any other collective bargaining language purpose, shall include all employees covered under Operating Engineers Local Union No. 965.

F. The term "refusal" shall mean an employee's unwillingness to submit to testing, including an inability to provide a urine specimen within twenty-four (24) hours of a proper request to provide said sample, unless the employee can supply a credible medical excuse for the inability to supply a urine specimen.

## ADMINISTRATION OF TESTS

### A. Educating Employees Regarding Drug Testing

All eligible employees of City, Water, Light, and Power will receive a copy of the Employer's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will educate and inform the employees on the testing procedure and the consequences of testing positive for drug use/abuse. All newly hired employees will be provided with this education and information. No employees shall be tested unless this education and information has been provided to him/her.

### B. Reasonable Suspicion Testing

1. Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the abuse of drugs. Reasonable suspicion will be based upon the following:

- a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs; and/or
- b. Information provided by an identifiable (including name). reliable and credible source, which can be independently corroborated. Information has to be given to the individual or his designee.

2. Where there is reasonable suspicion that an employee is under the influence of drugs or there is evidence of impairment while on duty, that employee may be required to report for drug testing. The Director or Human Resources shall determine if reasonable suspicion exist.

### 3. Alcohol Testing

A CDL required employee shall be tested for alcohol only if reasonable suspicion has been established as outlined under "Reasonable Suspicion Testing." Failure by the employer to do so shall negate any adverse action taken against the employee regardless of the outcome of any test.

Given the nature of the testing, the employee shall be driven to a mutually agreed upon testing site by the Union president or a union designee.

An initial "screen test" shall be conducted first. Any result less than .025 shall be considered a negative test. If the alcohol concentration is .025 or greater. a second or "confirmation test" must be conducted. The test shall be by "Evidential Breath Test (EBT) device. that prints out the results, date, time, a sequential test number, name, and serial number of the EBT. The test must be conducted by a "Breath Alcohol Technician" who is trained to operate the EBT and is proficient in all breath alcohol testing procedures.

Any CDL required employee who tests higher than .025 but less than .04 shall cause the employee immediately from driving for at least 24 hours. If the employee cannot perform any non-safety sensitive task or function due to unavailability, that employee will be placed on unpaid administrative leave until the 24 hour period ends. CDL required employees with a .04 or higher shall be subject to the disciplinary process as outlined in this article.

### C. Random Drug Testing

1. When the Human Resources Department selects a testing date, that department shall then contact the Director or his designee, and then contact the President of the Union, or such other individual as has been previously designated in writing by the President. the morning of the date selected to inform them that random testing will be done that date. It shall be the obligation of the Union representative to promptly come to the office of the Director to participate in a selection of randomly selected employees. The Union President or his designee shall draw the group.

No employee shall be randomly selected more than once until all other employees have also been selected without consideration of time between random selections.

2. All employees on duty at the moment of the drawing shall be tested regardless of whether it is that employee's regular shift or workday. Any employee not scheduled to work on the day of the testing will be excused from testing that specific day. After the drawing of the group for testing no employee shall be allowed to leave until providing the urine sample.

3. After the drawing the Director or his designee shall order the selected group to report to the testing site as promptly as practical. The group shall drive themselves to the testing site.

4. The employees in the selected group shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.

5. The testing laboratory or testing facility will test a nine (9) panel drug screen that will only include the following drugs:

Amphetamines

Cocaine

Marijuana

Opiates

PCP

6-Acetylmorphine 10 ng/ml

Ecstasy 500 ng/ml

Oxycodones 100 ng/ml

Semi-Synthetic Opiates 500 ng/ml b.

#### 6.a. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine the following:

Amphetamines 500 ng/ml

Cocaine metabolites 150 ng/ml

Marijuana metabolites 300 ng/ml

Opiate metabolites 2000 ng/ml

Phencyclidine 50 ng/ml

6-Acetylmorphine 10 ng/ml

Ecstasy 500 ng/ml

Oxycodones 100 ng/ml

Semi-Synthetic Opiates 500 ng/ml b.

#### 6.b. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

##### Amphetamines:

Amphetamine 500 ng/ml

Methamphetamine 250 ng/ml

Cocaine metabolites 150 ng/ml

Marijuana metabolites 150 ng/ml

##### Opiates:

Morphine 2000 ng/ml

Codeine 2000 ng/ml

Phencyclidine 40 ng/ml

#### **D. Testing Procedure (for both Reasonable Suspicion and Random Testing)**

1. This section shall be the procedure for both drug testing under Reasonable Suspicion and Random drug testing.

2. When an employee is ordered to submit to testing (other than random), the Employer shall provide the employee with a written notice of the order prior to testing. The written notice shall set forth all of the objective facts and the reasons for the order to test.

3. The employee shall be permitted to consult with a representative of the Union at the time the order is given. The testing procedure shall not be delayed more than ninety (90) minutes due to the unavailability of a Union representative.

4. A refusal to submit to such testing shall be considered a positive test result, which can result in a disciplinary action up to and including discharge. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have.

5. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act. that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

6. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, maintains confidentiality, and preserves specimens for a minimum of twelve (12) months.

At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed. labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

7. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening. a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee.

8. Collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security to the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample.

9. Confirm any employee who tests positive in the initial screening for drugs by testing the second portion of the same sample via gas chromatography, plus mass spectrometry (or "GC/MS") or the equivalent or better scientifically accurate and accepted method that will provide quantitative data about detected drug or drug metabolites:

10. Provide the employee tested with an opportunity to have the additional sample tested by an NIDA accredited clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense;

11. Provide each employee tested, upon written request, with a copy of all written information and written reports received by the Employer in connection with the testing and the results;

12. Ensure that no ernployee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure where the employee's re-assigned is required. Any such emergency re-

assignment or *leave* shall be immediately discontinued in the event of a negative test result. and all records of the testing procedure will be expunged from the employee's personnel files;

13. Required that the Laboratory or hospital facility report to the Employee when a urine sample is positive only if both the initial and confirmatory test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein. the Employer and the Union shall not use such information i n any manner or forum adverse to the employee's interest.

#### **E. Post Accident Drug Testing**

Any employee covered under this agreement that is involved in a motor vehicle accident while operating a City owned vehicle while on shift shall be subject to drug testing if:

- a. A citation is written by law enforcement and the enforcing body determines the employee is at fault
- b. Damage in excess of \$10,000.00 occurs to City owned property
- c. Any individual claims to be injured including the employee

If any of the above situations occur, the employee shall be subject to drug testing as outlined in this agreement.

#### **DRUG TESTING STANDARDS (FOR REASONABLE SUSPICION)**

##### **A. Initial Screening Test Standards**

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are positive for the following drugs/classes of drugs:

##### Initial Test Level

Amphetamines:

Amphetamine 500 ng/ml

Methamphetamine 500 ng/ml

Cocaine metabolites 150 ng/ml

Marijuana metabolites 150 ng/ml

Opiate metabolites:

Morphine 2000 ng/ml

Codeine 2000 ng/ml

6-Acetylmorphine 100 ng/ml

## **B. Confirmatory Test Standards**

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

### Confirmatory Test Level

#### Amphetamines:

Amphetamine 500 ng/ml

Methamphetamine 500 ng/ml

Cocaine metabolites 100 ng/ml

Marijuana metabolites 150 ng/ml

#### Opiate metabolites:

Morphine 2000 ng/ml

Codeine 2000 ng/ml

6-Acetylmorphine 10 ng/ml

## **C. Changes in Test Standards**

The cutoff levels as test standards may be amended during the term of this agreement, by mutual written agreement based on newly adopted NIDA screening and confirmatory standards.

## **RIGHT TO CONTEST**

The Union and/or the employee shall have the right to file a grievance concerning any test permitted by this Agreement. Any re-testing of samples by the Union and/or employee shall be at their expense. If re-testing shows a negative result, then the Employer will reimburse the employee for the expense of re-testing.

## **VOLUNTARY REQUEST FOR ASSISTANCE**

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, prior to any drug test being ordered or administered, through the Employer's EAP Program, or through one of the City's health care providers and/or referrals to other recognized or certified programs, for an alcohol or drug related problem. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals, while undergoing treatment or when otherwise unfit for duty in his current assignment. All such requests shall be confidential. When undergoing treatment or when otherwise unfit for duty in his current assignment, employees shall be allowed to use: 1) Accumulated sick leave; and/or 2) Paid leave; and/or 3) Be placed on an unpaid leave pending treatment.

## **DISCIPLINE**

If an employee has positive results from a drug test he/she will undergo professional consultation and evaluation then undergo and complete treatment as prescribed by that professional; however, if the positive result follows a tests administered after an accident with fatalities said employee will be discharged. In all other cases involving a positive result, the employee shall receive a thirty (30) business day suspension.

In the event an employee tests positive again within a twenty-four (24) month period (from date of initial testing), then that employee shall receive a sixty (60) day suspension.

In the event an employee tests positive for a third time within a five (5) year period (from date of initial testing), then that employee shall be discharged with one exception:

If the normal procedure would lead to the discharge of an employee who has twenty (20) years of seniority or credible service with the City, then that employee shall receive a six (6) month suspension and a last chance agreement of five (5) years over the drug policy only. If that employee should test positive again during the term of the last chance agreement, then that employee shall be discharged, and the union and the employee shall have no right to grieve the discharge.

## **DUTY ASSIGNMENT**

The nature of the EAP or treatment program allows the employee to continue to work during treatment. the Employer may maintain the individual's previous employment status. If an employee participates in an inpatient program, which precludes continued employment, the employee shall be granted a leave to do so. At the end of such leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.

Employees who voluntarily report to the Supervisor that they are taking prescribed or over-the-counter medication that has adverse side effects. Which interfere with the



employee's ability to perform his/her normal duties, may be temporarily reassigned with full pay to their duties. Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a year for in-patient treatment.

### **CONFIDENTIALITY OF TEST RESULTS**

The results of drug test will be disclosed to the person tested, the Director, the Director of Human Resources, and such other officials, as may be mutually agreed to by the parties. The test results will be disclosed to the employee's Union President or designee. Test results will not be disclosed externally except where required for disciplinary purposes.

### **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.

### **Meetings**

The Union and the Employer agree to meet periodically to discuss the Drug Testing Policy and discuss any changes or updates that are mutually agreeable to the parties.

**ARTICLE XVI  
NO STRIKE/NO LOCKOUT**

**SECTION 1: No Strike.** The Union, its officers, staff, members, and any employees covered by this Agreement shall not call, institute, authorize, participate in, sanction, encourage, or ratify any strike activity, work stoppage, or picket the Employer to cause a work stoppage or engage in any other concerted activity to cause any person to interfere with the Employer's operations, activity, or fulfillment of Employer's mission, in whole or in part.

In the event of action prohibited by this Article, the Union immediately shall publicly disavow such action and request the offenders to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. If within twenty-four (24) hours after the Union has ordered the cessation of such strike or other action a worker or workers fail to return to work or fail to discontinue violations of the terms of this Article, such worker or workers shall be deemed to have abandoned their employment.

**SECTION 2: No Lockout.** No lockout of employees shall be instituted by the Employer or its representatives during the term of this Agreement.

**SECTION 3: Employer Rights.** Nothing contained herein shall preclude the Employer from obtaining judicial action to terminate any violation of this Article, nor to seek and recover in any court a judgment for damages.

The Employer retains the right to discipline, up to and including discharge, any employee violating Section 1 of this Article.

**ARTICLE XVII  
INDEMNIFICATION**

**SECTION 1:** Employees shall be indemnified by their employers against any claim or suits made against them for bodily injury, death or property damage while said employees are working without willful negligence within the scope of their employment. The responsibility for indemnification shall be on the individual employer only.

**ARTICLE XVIII  
NON-DISCRIMINATION**

**SECTION 1: Prohibition against Discrimination.** The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, race, color, creed, national origin, political affiliation (or lack thereof), physical or mental handicap, or

marital status. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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

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

**SECTION 3: Equal Employment/Affirmative Action.** The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and regulations. The Union and the Employer will make a concerted effort to comply with all requirements of the Americans with Disabilities Act.

## **ARTICLE XIX MANAGEMENT RIGHTS**

**SECTION 1:** It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the Employer; to determine its policies, budget and operations; to determine the manner in which its functions shall be performed; and the direction of its working forces, including, but not limited to the right to hire, promote, demote, transfer and assign employees, to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency, provided such actions of the Employer do not conflict with the express provisions of this Agreement.

**SECTION 2:** Nothing in this Agreement shall be construed as a delegation to others of authority conferred by law on the Employer, or in any way abridging or diminishing such authority. Nothing contained herein shall in-fringe upon or diminish the lawful authority of the Civil Service Commission.

**ARTICLE XX  
COMPLETENESS OF AGREEMENT**

**SECTION 1:** All understandings, agreements, and undertakings of the parties hereto, touching on the subject matter hereof, are embodied herein and none of the parties shall be affected, during the existence of this agreement, by any rules, regulations or understandings touching on the subject matter of this agreement, whether oral or written, which are not expressly incorporated herein.

**SECTION 2:** Any part of this agreement found to be in conflict with any State or Federal Law, by a recognized and competent Court or Board, shall be immediately renegotiated by the interested parties hereto, in accordance to the findings of such Court or Board.

**ARTICLE XXI  
ENTIRE AGREEMENT OF THE PARTIES**

**SECTION 1:** This represents the entire agreement of the parties, it being understood that there is no other agreement or understanding, either oral or written. CWLP understands that the Union is a fraternal society and, as such, and, in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matters for its own use. However, such rules or regulations whether contained in bylaws, constitution or otherwise, shall have no effect, directly or indirectly, upon this collective Bargaining Agreement, any employment relationship, or the relationship between the parties.

**ARTICLE XXII  
INVALIDITY AND SEVERABILITY**

**SECTION 1:** The parties have entered into an Agreement which, in their opinion, is consistent with Federal law and with State law, is applicable and not preempted. In the event of invalidity of any provision of this Agreement, such provision shall be considered void and not enforceable, and the remaining provisions of the Agreement shall not be affected but shall remain in full force and effect. If either party desires, upon notice to the other, both parties will negotiate a legal provision as a substitute to any provision deemed to be invalid.

**ARTICLE XXIII  
DURATION, AMENDMENT AND TERMINATION**


**SECTION 1: Term.** This Agreement shall be effective as of the 1st day of May 2020 and shall remain in full force and effect until the 31st day of April 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred and 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 within thirty (30) days of notification. 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 by another party.

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

**SECTION 3: Mutual Amendment at Any Time.** This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, stating the effective date thereof and be approved and executed in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the 9th day of February, 2021.

For the City of Springfield:

  
\_\_\_\_\_  
Mayor James O. Langfelder

Date: 02-09-22

For IUOE Local 965:

  
\_\_\_\_\_  
Bret Scaggs, Business Manager

Date: 02/08/2022