

LABOR AGREEMENT

Between

Local 193

International Brotherhood of Electrical Workers

A. F. of L. - C. I. O.

and

City of Springfield, Office of Public Utilities

October 1, 2020 – September 30, 2025

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AGREEMENT OF MARCH 1, 1938, REPLACED BY MEMORANDUM OF SEPTEMBER 1, 1940. LABOR AGREEMENT OF OCTOBER 1, 2020 TO READ AS FOLLOWS:

This is a written Agreement of Verbal Understanding reached between the authorized representatives of the CITY of SPRINGFIELD, ILLINOIS, OFFICE OF PUBLIC UTILITIES AND LOCAL UNION NO. 193 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and for convenience sake may be referred to hereinafter as "Agreement," and the parties above mentioned may be referred to as the "Employer" and the "Local Union" respectively.

The Local Union agrees to furnish the Employer a sufficient number of skilled workmen to carry on the work without delay and failing to do so on forty-eight (48) hours written notice from the Employer to the Local Union, the Employer may engage the services of others and the Local Union shall either accept such others as members of the Local Union or furnish them with working permits until such time as the Local Union can furnish the Employer with a sufficient number of such workmen as may be required. The Employer agrees to compensate such workmen according to the terms and conditions outlined in this Agreement.

ARTICLE I

General Purpose of Agreement

Section 1. The general purpose of this Agreement is to promote the mutual interests of the City and the Union to provide for the operation of the Utility under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.

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

Section 3. Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement.

ARTICLE II

Grievance Procedure

Section 1. CWLP agrees to meet with the duly accredited officers of the Local Union and/or its designees as outlined in this Section to resolve differences that may arise between the Employer and the Local Union.

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

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

- Step 1. The steward on a job or union representative in case of a grievance shall take the matter up in writing with the Superintendent 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 Electric Division Manager by the Local Union.
- Step 3. If the grievance is not resolved satisfactorily within five (5) working days after submission to Step 2, the Local Union shall submit the grievance in writing within five (5) working days to the General Manager or his designee.
- Step 4. If the grievance is not resolved satisfactorily at Step 3 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article III. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the General Manager or within twenty (20) working days after such decision was due.

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

Section 2. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union.

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance.
2. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

ARTICLE III

Arbitration

Section 1. If the representatives of the Employer and of the Local Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

Section 2. If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

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

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

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

ARTICLE IV

Classifications and Duties

Section 1. All regular employees covered by this Agreement shall receive full time employment, provided they are ready and in condition to perform their work in accordance with the terms set forth in the Agreement. Employees laid off because a job is completed or shut down for reasons beyond the City's control during any month shall be paid in full to date of layoff. All positions inside the Bargaining Unit, requiring a bid shall be offered exclusively to unit personnel initially, in accordance with Article VIII (Seniority).

Section 2. It is agreed that all general overhead construction, underground construction, installation of meters and general utility trouble work and the maintenance of all equipment, including control equipment, and the erection of distribution substations and the repair of same, and the placing and repairing of equipment in transformer vaults, shall be done by line crews or substation construction or maintenance crews -- except as otherwise noted in this agreement. In no case will the employees be required to do work that rightfully belongs to other classifications as set forth in the IBEW Constitution.

Section 3. Plant, Substation, Construction and Maintenance Men - may do all work in the City's Plant, Substations, and System as provided in the Constitution of the International Brotherhood

of Electrical Workers setting forth such Jurisdiction. Any other work which comes under the jurisdiction of the Inside Branch of the Local Union shall be done by employees of the Inside Branch, who shall receive the wage rate and the conditions of employment for performing such work as established between the Electrical Contractors of the City of Springfield and the Inside Branch of the Local Union.

Section 4. It is agreed that all foremen shall be journeymen in his/her proper classification, who are members of the bargaining unit and shall be classed as Job Foreman, Service Foreman, or as otherwise noted in Article XVI, Section 1 Wages.

Section 5. (a) Foremen who are in charge of a maximum of four (4) employees (only two (2) of which may be Journeyman) shall be classified as Job Foremen and shall receive the rate of wages set forth in Article XVI hereof opposite that classification. An additional employee may be used on a job foreman's crew providing he is a groundman.

(b) Additional journeymen may be added to a job foreman's crew above the two (2) allowed in Article IV, Section 5a. When this is done a job foreman will be compensated with an additional twenty (20) cents per hour for each additional journeyman while these journeymen are under their charge. In no case shall a job foreman be in charge of more than six (6) employees or three (3) journeymen.

Section 6. Foreman who are in charge of a maximum of two (2) employees (only one of which may be a journeyman) shall be classified as Service Foreman and shall receive the rate of wages set forth in Article XVI hereof opposite that classification.

Section 7. Troublemens shall receive the rate of wages set forth in Article XVI hereof opposite that classification but may or may not have other employees assigned to work with them. They shall restore service when breakdowns occur, including repair of lines, fusing of transformers, operation of transmission and distribution switches, repair and service of street lighting systems, replacement of street lamps and traffic lamps, set and remove meters, handle connect and disconnect orders, and work as Journeymen Linemen when required in emergencies.

Troublemens, when on duty, may be required to field verify emergency locate requests when operation office personnel are attempting to determine the necessity of calling a locator for overtime.

Section 8. (a) The Relief Troubleman position shall be the only bid position for Troublemens. When a vacancy occurs for a

regular Troubleman, the relief Troubleman shall assume the permanent Troubleman position. The Relief Troubleman may be used to relieve other Troublemens when they are off duty due to vacations, sick leave or other reasons, and shall work the shift of the employee he is relieving. Regular Troublemens may also be used for this purpose. Extra Relief Troublemens may be assigned as needed when additional Relief Troublemens are required. The Relief Troubleman when not required to relieve other Troublemens shall work the shift he is assigned as an extra Troubleman and shall be assigned duties as described in Article IV, Section 8.

(b) No overtime will be paid for relief duty except for the following conditions: the employee works more than eight (8) hours in one day, or the employee works more than five (5) days in succession, at which times the regular overtime rates will apply. No overtime will be paid if the employee is allowed one (1) day off after having worked five (5) successive days. On March 1 and October 1 of each year the employee's record will be reviewed, and if he has been granted an average of more than two (2) days per week off, he will be allowed to make up the time at the regular rate. There shall be at least two employees on duty between 4:00 p.m. and 12:00 midnight, Monday through Friday.

Section 9. Journeyman Lineman - May perform overhead, underground, service and substation construction and maintenance.

Locator position(s) are to be bid in accordance with Article VIII - Seniority. Effective upon ratification of the 2020 contract, all locating shall be done at the Service Foreman wage rate, except for after hours emergency locating pursuant to Article IV, Section 7 and 23(e).

Section 10. Plant Maintenance Electrician - Shall perform work assigned at the Generating Station involving maintenance or installation of electrical equipment.

Section 11. Instrument Electrician - Shall perform the duties assigned by the Instrument Electrician Foreman which include maintenance and installation of electrical control equipment and instrumentation at the power plant facilities and such other related equipment as may be assigned.

Section 12. (a) Relay Technician - Shall perform duties, which include maintenance and installation of electrical relays, supervisory control equipment, power line carrier equipment, and such other related equipment as may be assigned.

(b) Upon completion of apprenticeship or twenty-four (24) consecutive months in the department, Relay Technician will

receive an additional \$1.50 per hour (non-compounded). Relay Technician Foreman rate will be equivalent to Job Foreman and will receive an additional \$1.50 per hour (non-compounded).

Section 13. Communication Technician - Shall perform duties which include maintenance and installation of System Control Data Acquisition (SCADA) equipment, fiber optic/copper based communications equipment, fiber optic cable termination/splicing, CWLP/customer-based network equipment, mobile/stationary radio equipment, and such other duties as may be assigned. The Communication Technician Foreman rate will be equivalent to Job Foreman.

Section 14. Electric Traffic & Metering Repairmen - Shall perform duties which include installation and maintenance of traffic signals and related control equipment, warning sirens and associated controls and such other related equipment as may be assigned. They shall also maintain, calibrate, test, repair and install electric metering and install warning sirens and associated controls either in the shop or in the field at the physical location of the equipment.

Section 15. Tool Room Maintenance Man - Shall be responsible for organization and maintenance of the tool room, establishing a list of standardized tools, repairing and issuing tools and maintaining a stock of personal and shared tools for the purpose of line construction. When not issuing, receiving or repairing tools, may perform other duties as assigned. An absent Tool Room Maintenance Man will be replaced according to Article XXII, except in emergency instances outside of regular working hours.

Section 16. Groundman - May do any and all unskilled work pertaining to overhead and underground construction or maintenance, but will not be permitted to do any electrical or mechanical work that conflicts with any higher paid classification, except when a Groundman is used to drive a truck equipped with a winch, for four (4) hours or more, when in all such cases he shall receive the rate of the Utility Truck Driver 1. Groundman may also work as the second person when performing cuts, or installing new UG services.

A Groundman I who completes 4000 hours of work in the construction area and the applicable training modules may be advanced to a Groundman 2 by the JATC. A Groundman 2 who completes 4000 hours of work in the construction area and the applicable training modules may be advanced to a Groundman 3 by the JATC.

The classification of Groundman Over 2 years is only valid for employees in that position effective October 1, 2014.

The JATC committee shall track and maintain records of the Groundman completing the required hours. In addition the JATC shall ensure the Groundman completes any training modules necessary for the Groundman classification. The JATC may require completion of training reports for the Groundman as part of documenting the Groundman hours.

There shall be no more than one (1) Groundman per one (1) Foreman (service or job) within construction and service departments, excluding locators, at the time the Groundman position is posted. Upon posting an additional temporary Foreman, an additional temporary Groundman may also be bid.

Section 17. All line and cable trucks that are equipped with derrick, may be driven by experienced Utility Truck Drivers (1&2), Journeymen or CDL licensed Apprentices. An exception to driving said trucks is permitted to allow a classification of an employee to acquire their driving hours as part of their CDL permit.

The classification of UTD is only valid for employees in that position effective October 1, 2014, and this classification will be eliminated once the last employee in this classification leaves employment in this classification.

Section 17A. Utility Truck Driver 1 (UTD1) drives and operates any and all equipment (except operating a derrick to set poles), works with tools, and assembles de-energized electrical material and equipment not attached to the system (energized or de-energized). A UTD1 who completes 6000 hours of work in the construction area is eligible to become a Utility Truck Driver 2 (UTD2). A UTD2 may operate all equipment including derricks to set poles.

The JATC committee shall track and maintain records of the UTD1 completing the required hours. In addition the JATC shall ensure the UTD1 completes any training modules necessary for the UTD1 or UTD2 classification. The JATC may require completion of training reports for the UTD1 as part of documenting the UTD1 hours.

Section 18. Storeroom Foreman - Shall be in charge of the work in the Storeroom and the day to day operation of the Storeroom facilities including the receipt and issuance of materials and supervision of storeroom employees.

Section 19. Storeroom Clerks (Groundmen) - Shall work five (5) consecutive eight (8) hour days each week, Monday through Friday inclusive, except as noted in Article V, Section 1 (c), and shall receive the minimum hourly rate as herein specified for

Storeroom Clerks. If no Journeyman in the Tool Room or Storeroom is available, Storeroom Groundmen may operate the bobcat, backhoe and attachments within the Storeroom and Storeyard at Groth Street to perform Storeroom duties. Journeymen within the above areas will be first called for snow removal prior to utilizing Storeroom Groundmen.

Section 20.

Utility Water Meter Reader Foreman shall receive work assignments and other duties from the Maintenance Supervisor in charge. The Foreman shall direct and assist UWMRs as needed to insure all assignments/routes are completed in a timely manner. Duties shall include but not limited to: Reading daily all RF meters not collected with the Fixed Network, reading routes as necessary, assisting Maintenance Supervisor with routing and timekeeping. This classification shall be a working classification.

Section 21. (a) Meter Readers shall work five (5) consecutive eight (8) hour days each week, Monday through Friday inclusive, and receive the rate per hour as defined for Meter Readers in Article XVI hereof. Meter Readers shall be defined as reading routes that contain both electric and water meters. When working any other classification, Article XXII, Temporary Assignment shall apply.

(b) Final Meter Reader(s) shall read final meter readings as assigned. When not reading finals, unfinished routes or skips, other meter reading duties may be assigned.

The Employer may also employ a second Final Meter Reader. This person shall read finals as a primary duty when needed. When not reading finals, other meter reading duties may be assigned which include skip reading, normal route reading and other meter reading duties that may arise.

Employees must be classified Meter Reader Over 2 Years in order to hold the positions of Final Meter Reader or Second Final Meter Reader.

When working the 9:30 a.m. to 6:00 p.m. shift the 2nd Final Meter Reader shall receive a twenty-five cent (25 cents) per hour shift differential above the base rate of pay.

Effective October 1, 2012, a new hire classification of Water Meter Reader(s) shall be in effect. This position shall read only water meter routes. When working any other classification, Article XXII, Temporary Assignment shall apply. A Water Meter Reader who is assigned and reads at least one electric meter shall receive the Meter Reader rate of pay for that day.

Effective Oct 1, 2014, the 2 positions of Utility Meter Reader 1st year and Over 1 Year shall be retired. The classification of Utility Meter Reader over 2 years is only valid for employees in that position effective October 1, 2014. All new Utility Meter Readers shall be hired into the new position of Utility Meter Reader 1. A Utility Meter Reader 1 completing 4000 hours in this position shall become a Utility Meter Reader 2.

Utility Water Meter Reader 1 completing 4000 hours in this position shall become a Utility Water Meter Reader 2.

Section 22. (a) System Operators shall operate the assigned substation and perform other duties assigned to him by the Electric System Dispatcher.

(b) At least one Regular System Operator shall be designated as a Relief System Dispatcher and may be used to relieve the Electric System Dispatcher.

(c) In the event of a short notice vacancy for a System Operator, the vacancy shall be filled using extra personnel on duty for the shift where the vacancy occurs. If no extra personnel are on duty for that shift, and overtime is necessary to fill the vacancy, the overtime shall be first offered to other personnel working the same job where the vacancy occurs.

(d) It shall be the responsibility of all Operators to remain on duty until properly relieved.

(e) Operators shall review after hours emergency locate requests to determine the necessity of calling a locator for overtime. As part of the determination the Operator may direct troublemen, when on duty, to the location to confirm questions or concerns of the mapping systems when clearing said emergency request.

Section 23. Operator Trainees will perform the duties assigned to the Service Dispatch Room where all service calls are received and work orders are dispatched by radio during the normal working day. Operator Trainee I will start his training in this room and progress up through the ranks in the Dispatch Center. Since the Operator Trainee position is the only bid job in the Dispatch Center and all trainees are expected to become System Operators someday, the Operator Trainee I and Operator Trainee II positions shall be on a probationary basis to be sure both the Employer and the individual have made the right choice. The Operator Trainee III position shall also be probationary for a six month period.

Section 24. (a) Bids for the position of Operator Trainee III shall be accepted from persons with Journeyman IBEW Classifications in Transmission, Distribution, Operations, or Generation. Bids for the position of Operator Trainee I shall be accepted from all employees within the Bargaining Unit. In awarding the position of Operator Trainee I preference will be given to senior Bargaining Unit members employed by the Utility. The Employer reserves the right to test and screen all Operator Trainee applicants. These applicants must pass the testing and screening to be considered.

(b) The Operator Trainee I shall participate in a three year training program which will include time spent in Distribution, Transmission, Operations and Generation. A credit may be given for prior experience in any of these categories.

(c) An Operator Trainee I who successfully completes one year of training shall be advanced to Operator Trainee II. An Operator Trainee II who successfully completes the second year of training shall be advanced to Operator Trainee III. An Operator Trainee III with sufficient training and experience may be designated a Relief System Operator and may fill temporary vacancies which occur for a System Operator. The senior Relief System Operator shall assume the vacancy for any permanent System Operator position, which may occur.

(d) An Operator Trainee program shall be administered by a Training Coordinator utilizing testing and observation. A Training Committee shall be comprised of two System Operators or Relief System Dispatchers and two Electric System Dispatchers. A Trainee may be removed from the training program at any time during the probationary period by the Superintendent of Electric Operations with the concurrence of the Training Committee. The Training Committee shall also have the authority to recommend removal of Relief Operators from relief status for further training or removal from the training program.

Once a Trainee III reaches relief status, the Training Committee will no longer require reviews of the Trainee III after six (6) months of achieving relief status.

(e) During the first six months of the probationary period Operator Trainees shall be able to return to their previous position and other employees must consent to such demotions as may be necessary to make room for him. After the first six months of the probationary period if an individual is removed from the Operator Trainee Program, they shall be paid at the prevailing rate of their previously held classification under this agreement and shall be assigned duties mutually agreeable to both parties to this agreement. If after the first six months of the probationary

period an Operator Trainee voluntarily removes himself from the Operator Trainee Program, he shall be assigned duties, which are mutually agreeable to both parties of this agreement and shall be paid the wage of the assigned classification.

(f) An Operator Trainee III who has completed all NERC certification requirements and has been advanced to relief status per paragraph (d) of this section shall receive \$1.00 per hour pay increase. Upon completion of 4,000 hours as relief status, the employees shall receive an additional \$.50 per hour pay increase.

Section 25. Trouble Clerk - Duties shall include receiving customer calls, recording complaint tickets, dispatching troublemen and crews in the field, record keeping and documentation and other related duties as assigned. In addition, the Trouble Clerk may be assigned to perform field checks and patrol lines. Applications will be accepted from IBEW Local 193 members employed by the Utility with a journeyman classification. The Employer reserves the right to test and screen all applicants. These applicants must pass the testing and screening to be considered. Any operator or relief operator will be considered a journeyman for the purpose of bidding the trouble clerk position according to Article VIII.

The Trouble Clerk shall work an eight (8) hour day which may begin between 7:00 a.m. and 9:00 a.m., depending upon the needs of the City; and end between 3:30 p.m. and 5:30 p.m., with thirty (30) minutes intermission for lunch.

Section 26. Service Clerk - Duties shall include, receiving customer calls, recording complaint tickets, dispatching troublemen and crews in the field, record keeping and documentation, and other related duties as assigned. The Employer reserves the right to test and screen all applicants. These applicants must pass the testing and screening to be considered.

Service Clerk(s) shall work an eight (8) hour day which may begin between 7:00 a.m. and 9:00 a.m. depending upon the needs of the City; and end between 3:30 p.m. and 5:30 p.m. with thirty (30) minutes intermission for lunch.

A Service Clerk completing 4000 hours in the position of Service Clerk may be advanced by the Operations Training Committee to become a Service Clerk 1. A Service Clerk 1 completing 4000 hours in the position of Service Clerk 1 may be advanced by the Operations Training Committee to become a Service Clerk 2.

Effective October 1, 2014 the position of Service Clerk over 1 year shall be retired.

ARTICLE V

Working Rules

Section 1. (a) Eight (8) hours shall constitute the regular work day for employees, other than shift workers, working between 7:00 a.m. and 3:30 p.m. from Monday through Friday, inclusive, with thirty (30) minutes intermission for lunch each day between 12:00 Noon and 12:30 p.m. Eight (8) hours shall constitute the regular work day for Groth Street T&D, for employees working between 7 a.m. to 3:30 p.m. with unpaid lunch from Monday through Friday, inclusive with thirty (30) minutes intermission for lunch each day between 11:00a.m. and 11:30a.m. Crews will take the thirty (30) minutes lunch period within proximity of their work site.

(b) If employees are requested to work during their regularly scheduled lunch period and are not given an opportunity to eat lunch during this period, they shall be compensated at the time and one half rate for work performed during the regularly scheduled lunch period and shall be provided with a thirty (30) minute intermission for lunch at the first opportunity.

(c) One service crew and one storeroom attendant may be assigned to work Tuesday through Saturday. The hours of work shall be as stated above. One or more storeroom attendants may work Monday through Friday from 7:00 a.m. to 3:30 p.m. with thirty (30) minutes intermission for lunch between 11:00 a.m. and 11:30 a.m. One or more storeroom attendants may work Monday through Friday from 3:00 p.m. to 11:00 p.m. and shall eat lunch during the regular shift. If only one employee is on duty, his work assignments shall be limited to one man's capabilities.

(d) Working hours for plant maintenance personnel assigned to Lakeside and Dallman plants shall be 7:00 a.m. to 3:30 p.m., with lunch from 12 Noon to 12:30 p.m. Fifteen (15) minute break periods in the morning and afternoon will be allowed with the time of the break at the discretion of the supervisor. These breaks are to be taken in an approved break area at the plant in which the employees are working. Work for the day will terminate at the plant at which the employees are regularly assigned and lockers and showers will be provided for their use. Employees working in excess of 10 hours per day will have breaks at the following times:

10 hr - 1 break at 3:00 for 20 minutes
12 hr - breaks at 2:00 and 5:00
16 hr - breaks at 2:00, 5:00 and 8:00

(e) Meter readers shall start work from their headquarters at 7:00 a.m. and terminate work there at 3:30 p.m., Monday through Friday, inclusive.

(f) Unless consuming an approved meal, crews will not stop at restaurants, coffee shops, etc. when in city vehicles. Crews may carry thermos bottles on the truck and will be allowed no longer than fifteen (15) minutes intermission from work mid morning and mid afternoon at the job site.

(g) 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 48 hours notice in the case of emergencies and a minimum of five (5) calendar days notice in the case of scheduled outages. A temporary second shift will not be established for a period less than five (5) working days in duration. If the work for which the temporary shift was established is completed in less than the required five (5) 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 48 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.

For Generating Station employees only, 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 five (5) working days in duration. If the work for which the temporary shift was established is completed in less than the required five (5) day period, by mutual agreement of both parties, the temporary shift may be ended.

For T&D employees only, 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 48 hours notice in the case of emergencies and a minimum of five (5) calendar days notice in the case of scheduled outages. A temporary second shift will not be established for a period less than five (5) working

days in duration. If the work for which the temporary shift was established is completed in less than the required five (5) 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 at the Generating Station, 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.

In the case of immediate implementation of the emergency temporary shift in the T&D Department, 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 48 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.

Assignment to the temporary second shift will be done by seeking volunteers, with seniority prevailing in selection for the shift work. If sufficient volunteers are not available, the Employer will assign from Journeyman in the department in inverse seniority order. Apprentices may be assigned to this temporary second shift in accordance with the ratio set forth in Article XIII, Section 1, as long as it does not affect the regularly scheduled class work.

Employees working a temporary second shift shall be compensated at their regular hourly rate plus a 10% shift differential as noted in Article XVI for the first eight (8) hours of the temporary shift. Employees required to work over eight (8) consecutive hours but less than sixteen (16) hours on the temporary second shift shall be paid at the time and one-half rate. All overtime of which the employees are asked to perform during the eight (8) hours immediately preceding their temporary shift will be at the double time rate. All work over sixteen (16) consecutive hours or on holidays and Sundays shall be paid at the double time rate.

Section 2. The Employer agrees to furnish all necessary trucks with suitable coolers for lunches and also coolers or refrigerators at the power plants and service centers.

Section 3. Employees shall not be required to work outside in severe cold, stormy or rainy weather, except such work as is necessary to carry on regular continuous service. The Superintendent or Supervisor and Foreman in charge shall be the judge of work to be performed in order to maintain continuous service. Severe cold weather shall be defined as a temperature below 15 degrees F. Temperatures of the U.S. Weather Bureau at the airport shall be used. During said conditions, employees shall complete inside work as directed by the Superintendent or his designee, including but not limited to, completion of annual training, restocking of trucks and inspection and repairs of tools.

Section 4. (a) Employees required to work one hour immediately after their regular quitting time or called back to work within one (1) hour of their regular quitting time shall be furnished a meal at the Employer's expense. Unless there is an emergency which endangers human health, this meal shall be furnished no later than 8:00 p.m. This does not preclude a crew or crews from working past 8:00 p.m. to finish a job if the employees are willing to do so, but they shall not work past 9:00p.m. Additional meals shall be provided for such employees by the Employer at intervals of not more than six (6) hours thereafter while they continue to work. Shift workers, other than Troublemens, required to work more than one (1) hour immediately before or after their shift shall be furnished a meal at the Employer's expense. These rules shall apply to employees doing prearranged work on their days off. Employees required to do prearranged work or employees working emergency overtime shall be furnished a meal at intervals of not greater than six (6) hours commencing with the time they report to work.

(b) Employees within Electric Operations who are shiftworkers and are classified as Relief System Dispatchers, System Operators, Operator Trainees, Troublemens, Relief Troublemens, shall be available for work whenever receiving a meal provided by the Employer. In no case will an employee receive more than one (1) hour allotment or more than one allotted meal allowance when being released from work.

Section 5. (a) A nontaxable allowance of \$18.00 per meal will be granted for all meals earned. A maximum of one (1) hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employee(s) are working.

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

Section 6. Employees prearranged with more than seven (7) hours notice for two (2) hours overtime immediately following the employee's regular or temporary shift, for a minimum of five (5) consecutive working days (which may include Saturdays), will be paid the allotted meal allowance but will not be allowed an hour in which to consume a meal prior to his return home. "Consecutive working days" in this paragraph shall not be deemed to be interrupted by weekends and approved leaves.

Section 7. No member shall be permitted to use individual automobile, motorcycle, or other vehicle in a manner to execute work for the Employer or any Contractor to convey tools or materials, as this is a violation of by Bylaws and Constitution of the Union.

Section 8. Both parties hereby agree that the following policy will prevail with regard to lighting on the smoke stacks at the V.Y. Dallman and/or Lakeside Power Plants:

The Employer shall provide two safety belts that are specifically designed for this type of work. The employee or employees who climb the stack shall be required to use these belts. A crew, composed of the one foreman, one journeyman and either a second journeyman or an apprentice with third year rating or above shall be assigned to do this work. The Employer shall make such assignment only to employees who have volunteered for this type duty. The Employer will pay double time to the employee or employees who climb the tower for the time in which they are actually in the air.

Section 9. Employees required to work inside precipitators shall be paid time and one-half (1 ½) for work performed during regular work hours. All other hours of work shall be at double time.

Section 10. The Employer shall furnish various articles of clothing as per this section of the Agreement. Where uniforms or safety shoes are provided, employees shall wear them at all times. Where items are replaced on an as needed basis employees will be expected to take due care in the use of these items and they will be replaced only upon return of the damaged or worn out items and only if the Employer agrees on the need for replacement. One FR hooded sweatshirt and one Carhartt jacket will be issued to applicable employees.

(a) Employees within the Construction, Service, Substation, Traffic and Metering, Relay, Communications, Operations Power Plant and Meter Reading areas shall be provided Carhartt brand insulated coveralls, or a mutually agreed upon Carhartt equivalent (by the Safety Committee), where their job requires them to work out in the cold (Fire Retardant gear where applicable. The Employer shall furnish all Line personnel insulated (foul weather) boots suitable for climbing. Each Lineman shall have the option as to the type and brand of climbers furnished by the Employer. The Employer shall provide safety shoes or boots where employees are required to wear them. (Employees will be allowed to keep one (1) pair of safety boots, which have been replaced and identified as a backup. All of the above items will be replaced as needed, provided the employee returns the article being replaced and the Employer agrees on the need for replacement.

(b) Power Plant personnel shall receive eleven (11) uniforms consisting of shirt and trousers according to the present lease-maintenance agreement. The current issue of uniform shall be worn at all times. Should the present lease-maintenance agreement be terminated other means of providing these employees with uniforms shall be negotiated by the parties of this Agreement.

(c) Troublemens shall be provided eight (8) OSHA approved work uniforms consisting of shirt, trousers, jacket and hat including laundry or cleaning of same. The current issue of uniform shall be worn at all times. Uniforms will be replaced as needed, provided the employee returns the article being replaced and the Employer agrees on the need for replacement.

(d) Meter readers shall be provided five (5) work uniforms consisting of shirt, trousers, and hat each year and one jacket every third year. The current issue of uniform shall be worn at all times. Meter readers shall be provided waterproof rubber boots, water proof gloves, and jersey style gloves to be replaced as needed provided the employee returns the boots being replaced and the Employer agrees on the need for replacement.

(e) Employees within Construction, Service, Substation, Traffic and Metering, Relay, Communications and Operations requiring work gloves shall be furnished three (3) pairs of Kuntz brand each year.

ARTICLE VI

Overtime

Section 1. All employees shall be paid at the rate of time and one-half for all overtime not specified otherwise. Also all

employees, who have worked more than eight (8) consecutive hours, but less than sixteen (16) hours immediately preceding their regular shift shall receive the time and one-half rate. With the exception of Apprentices, an employee may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of one hundred and sixty (160) hours per contract year, that may be replenished throughout the contract year, but may not exceed the maximum allowable under the Fair Labor Standards Act in any given contract year. Apprentices may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of twenty-four (24) hours per contract year, non-replenishable. Requests for compensatory time off is subject to the approval of the supervisor that may be approved or denied based on operational needs. Overtime hours may be split between compensatory time and pay at employee's discretion. Compensatory time shall be taken in four hour increments, at the beginning of the work day or the beginning of the second half of the work day, subject to the approval of the supervisor. Up to 40 hours can be converted to vacation time in 4 hour increments, but an employee cannot exceed his/her maximum vacation accrual. An employee may request the liquidation of some or all of his/her accrued compensatory hours anytime during the contract year paid at the current rate at the time of the payout. Compensatory hours not used shall be liquidated in cash on September 30 of each year at the current rate at the time of the payout.

Section 2. The Union agrees that when working in excess of sixteen (16) hours, employees will not return to work until they have had eight (8) hours rest, unless called back to work by the Superintendent or Supervisor of the department. This includes all IBEW members at the Power Plant. After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work, and if called back to work before having eight (8) consecutive hours off duty employees shall continue to be paid at the double time rate.

Section 3. All employees shall be paid at their regular straight time rate for the hours of the above rest period that falls in their regular work shift. All employees shall be available for work during the paid rest period.

Section 4. All overtime work on Sundays and holidays recognized in this agreement shall be paid at the rate of double time. In no case will the rate for working exceed the double straight time rate. Employees required to work holidays shall be compensated double time for the hours worked, but this shall not interfere with their regular holiday pay allowance for that day. Sundays and holidays for shift workers are defined in Article VI, Sections 11 and 12.

Section 5. All emergency overtime work shall be paid at the double time rate. Emergency overtime work shall be defined as any overtime work employees are asked to perform without having had at least seven (7) hours advance notice of such work, with the following exception: work during an employee's regular lunch period.

Section 6. All overtime work in which the employee has received more than seven (7) hours advance notice shall be classified as pre-arranged work, and shall be paid for at the time and one-half rate unless it is the employee's Sunday. All pre-arranged overtime shall be given a definitive job or location, with the exception of shift workers. An employee who has worked more than ten (10) prearranged work hours shall be paid at the double time rate. All overtime work performed between 11:00 p.m. and 7:00 a.m. shall be at the double time rate. When an employee has worked sixteen (16) consecutive hours, Article VI, Section 2 shall apply.

For Generating Station employees all overtime work in which the employee has received more than seven (7) hours advance notice shall be classified as pre-arranged work, and shall be paid for at the time and one-half rate unless it is the employee's Sunday. An employee who has worked more than ten (10) prearranged work hours shall be paid at the double time rate. Employees at the Generating Station shall be paid at the double time rate for all overtime work performed between 11:00 p.m. and 7:00 a.m. When an employee has worked sixteen (16) consecutive hours, Article VI, Section 2 shall apply. With the exception of unit startups, all prearranged overtime will be given a definitive job or location.

Section 7. Notification of prearranged work shall be given as far in advance as possible, especially when weekend work is anticipated. If for any reason the Employer calls an employee and cancels prearranged work during the seven (7) hours immediately preceding the time scheduled for such work to commence, two (2) hours of straight time pay shall be paid the employees. This will not apply if the employee is called in for emergency overtime during this seven (7) hour period. No employee shall be called between the hours of 9:00 p.m. and 5:00 a.m. for establishing prearranged work, with the exception of shift workers on duty during these hours.

Section 8. A minimum of four (4) hours pay at the straight time rate (2 2/3) hours at time and one-half) shall be allowed all

employees except Troublemens who report for duty for prearranged overtime work on any day except Sunday. Effective October 1, 2012, Troublemens shall receive a minimum of four (4) hours pay at the straight time rate (2 2/3 hours at time and one-half) shall be allowed when the Troublemens report for duty for prearranged overtime work on any day except Sunday. Should an emergency occur when an employee is on the job working on prearranged overtime or has been called in on emergency overtime, the employee will perform any work needed to correct the emergency at the double time rate. This will not constitute an additional call out with a three (3) hour minimum.

Section 9. A minimum of six (6) hours pay at the straight time rate (3 hours at double time) shall be allowed all employees when called to work on any day for an emergency or when called to work on Sunday for any reason. Troublemens called in to work, as Linemen on a crew shall receive the same overtime call as the other workmen in the crew. Should an emergency occur when an employee is on the job working on pre-arranged overtime or has been called in on emergency overtime, the employee will perform any work needed to correct the emergency. This additional emergency work will not constitute a second call out or additional overtime.

Section 10. (a) All employees who are called to work within one (1) hour prior to their regular starting time shall receive double time until their regular starting time. If called more than one (1) hour prior to their regular starting time they shall receive the rate of a regular call and a meal allowance if they are required to work up until their regular starting time.

(b) Troublemens may be called up to (two) 2 hours prior to start of their shift without utilizing the callout list. All other applicable overtime language shall apply.

Section 11. Shift employees regular work week shall be eight (8) consecutive hours per day, five (5) consecutive days per week, calendar Sunday included, (except on normal shift changes which occur every twenty-eight (28) days for Troublemens, fourteen (14) days for Relief System Dispatchers, System Operators and Operator Trainees.) Employees under this caption working on holidays shall be paid at the rate of straight time plus the rate of double time. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall be those days listed in Article VII, Section 1, and shall be recognized on the day it actually falls. Only one day will be recognized as the holiday in any given year. The hours of starting and quitting time shall be those now in effect unless mutually agreed otherwise by both parties. Shift workers shall be known as those workmen who relieve other workmen or change position in same operation one or more times in twenty-four (24) hours.

Section 12. Shift workers shall have their first day of rest considered as their Saturday and their second day of rest considered as their Sunday, and all applicable overtime rates for these days shall apply.

Section 13. Shifts shall be rotated every twenty-eight (28) days for Troublemens, fourteen (14) days for Relief System Dispatchers, System Operators and Operator Trainees, causing shift workers to sometimes have less than sixteen (16) hours off between shifts or to have only one (1) day off before returning to work on a new shift. No overtime will be paid for this shift change. The regular days off for relief shift workers will be the days associated with the shift that the relief man is filling. If at any other time the relief shift worker changes shifts to replace a regular shift worker and is required to work six (6) shifts in seven (7) consecutive days, he shall be paid time and one-half for the sixth shift. If he is required to work seven (7) shifts in seven (7) consecutive days, he shall be paid time and one-half for the sixth (6th) shift and double time for the seventh shift. Thereafter, his Saturday and Sunday shall be those days associated with the shift he is filling. Operators, Relief Operators and Relief System Dispatchers when filling the position of other Relief Dispatchers or Operators shall not be required to change their days off during a shift period with the following exception: For a vacancy anticipated to be 30 days or longer the senior relief man shall assume the vacancy and the days off associated with that shift. When the regular employee returns to work the relief man's days off shall remain the same until the next scheduled shift change. Days off for Trainees may be changed from week to week by mutual agreement between the employee and supervisor.

Section 14. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable. Employees shall not be called to prearrange work when they are off for holiday. Employees called prior to the start of their next regularly scheduled shift for emergency work or to pre-arrange work when they are off for bonus, personal, compensatory or vacation will not be charged on the overtime list if they decline or do not answer. Employees shall not be called for emergency overtime or to pre-arrange work until their next regularly scheduled shift when they are off for FMLA, sick, duty disability or funeral leave and will be charged appropriately on the overtime list for these hours.

ARTICLE VII

Holidays

Section 1. Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January), Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for the employees who are regularly assigned shift work), Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas. A holiday schedule will be posted each calendar year by the City. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall; holidays that fall on a fixed date (Lincoln's Birthday, Fourth of July, Veteran's Day, Christmas Eve and Christmas) will be observed by all shift workers on the actual date of occurrence, regardless of the date on which they are observed by the City. Other employees will observe all holidays on the day on which they are observed by the City.

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

ARTICLE VIII

Seniority

Section 1. After twelve (12) months continuous employment with the Electric Department of the Office of Public Utilities, seniority shall be recognized and the senior employee shall be given preference, ability and qualifications being sufficient. Apprentices hired on the same day who have no prior seniority in the City IBEW 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 XVI 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 2. (a) Not later than five (5) normal working days after an opening or vacancy occurs, the opening shall be posted for five (5) normal working days by Heads of Department and all qualified employees shall be permitted to bid on same. In such cases where jobs are of temporary nature, said bid will be designated as temporary. At the termination of said job, the employee shall return to his original position. 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 Manager and/or Steward and preference will be given to employees who have had a minimum of six (6) months experience through permanent assignment within the area of the bid. Fifteen (15) days shall be considered a break-in period. Any job of a temporary nature of over thirty (30) days duration will be bid as stated in this Article. There shall be a three (3) month promotional probationary period. If during this probationary period the employee is unable to perform as determined by the Employer, this shall be discussed with the Business Manager and/or Steward, or the employee determines they want to return to their former position, the employee will return to his former classification.

(b) Foreman Bids. When a lateral bid is granted to a different area, the employee must complete or have completed twenty-four (24) months in that area in order to bid a Foreman position in that area, classifications and qualifications being sufficient. There shall be a three (3) month promotional probationary period. If during this probationary period the employee is unable to perform as determined by the Employer, this shall be discussed with the Business Manager and/or Steward, or the employee determines he wants to return to his former position, the employee shall return to his former classification.

This will in no way interfere with the existing Apprenticeship Program or the Employer's ability to place Apprentices in any area of the utility.

(a) Temporary foreman vacancies of thirty (30) days or less will be filled according to the following guidelines:

1. If the remainder of the crew can continue to function as a separate crew, as deemed by the Supervisor, the senior journeyman on the crew will be appointed temporary foreman and paid at the rate of the classification of the absent foreman.

2. Temporary vacancies in the foreman's classification in the Electric T & D Department will not be filled if such assignment results in the crew not being able to perform the assigned work.
3. Temporary vacancies in the foreman's classification at the Generating Station will not be filled if the remainder of the crew has been placed under the direction of other foremen as per Article IV, Sections 7a and 7b.

(b) Meter Readers awarded Storeroom Clerk (Groundman) or UTD1 positions and Storeroom Clerks (Groundmen) awarded Meter Reader positions will receive no reduction in wages.

(c) Substation department journeymen are eligible to bid on a posted temporary cut truck, said cut truck may perform same day reconnects, and meter change outs. This does not prevent existing Service Department personnel from performing any over flow of cuts, and a Groundman may work as the second person on said cut truck.

Section 3. 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 during their six (6) month probationary period only if promoted to a non-bargaining unit position on or after October 1, 2014, as long as they are employed by the Office of Public Utilities. Employees promoted prior to October 1, 2014 shall continue to acquire seniority right 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 provided that he is then physically qualified to return to work. It is understood that in case of return of this individual within the six (6) month probationary period other employees will consent to such demotions as are necessary to make room for him. After this six (6) month probationary period if said employee is removed from the above mentioned position and at such time there is no appropriate job openings then they shall be paid at the prevailing rate of their last held classification under this Agreement, and shall be assigned such duties as are mutually agreeable to both parties of this Agreement. It is understood that such an employee must be free from monetary indebtedness to the IBEW and must fulfill all local union obligations.

ARTICLE IX

Vacations

Section 1. 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. Effective March 1, 2003, vacation leave per year with pay will accrue on an equivalent monthly basis according to the following schedule:

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

After March 1, 2003, claims to vacation accruals based upon contracts preceding this contract shall not form the basis of any grievance by a current bargaining unit employee, and such claims on behalf of current bargaining unit employees are hereby waived.

Effective March 1, 2002, vacation earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be measured from the initial employment date.

Section 2. Effective October 1, 2000, vacation time may be taken upon the completion of six months of service.

Section 3. No employee will be allowed to take more than two weeks vacation time between June 1 and September 1. Except as noted above, employees with three or more weeks vacation time must take their vacation on succeeding days or break it into one two-week period and the remaining days taken in succession at some other period. The Superintendent in charge may at his discretion allow an employee a different division of vacation time if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

Section 4. 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. Employees who

have scheduled vacation but who are unable to use this scheduled vacation due to duty disability shall be compensated at their current hourly rate for any of this unused scheduled vacation.

Section 5. The Employer agrees to respect the wishes of the employees' request as to the time to take vacations as nearly as practical according to their date of Benefit Use Request submission and seniority. Vacation request will be approved at the discretion of the employer, and may be used in four (4) hour increments.

Section 6. Vacation pay and sick benefits will be paid at the rates as provided in Article XVI, Section 1.

ARTICLE X

Leaves Of Absence

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

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

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

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

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

Section 2. Military Leave.

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

Section 4. Jury Duty. An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment, the employee must submit a certificate of service duly signed by the Court Clerk. However, an employee may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a

subpoena to appear in court as a plaintiff, defendant or witness shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued vacation or personal leave.

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

Section 5. Funeral Leave. Employees shall be granted a maximum of three (3) working days leave of absence at the regular rate of pay if a death occurs to one of the following: spouse, children, step children, mother, father, sister, brother, step mother, step father, step brother, step sister, grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death. In the event of an active co-worker death, the City and the Union agree to work together to allow employees the ability to attend the funeral.

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

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

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

Section 6. Union Leave/Business. Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer

shall upon leaving that office be reinstated to his former position, including all his seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

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

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the employer . A maximum number of five (5) 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 7. 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 ($\frac{1}{2}$) 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 except as follows: If an employee does not use his personal days during the contract year, the employee must before the end of the contract year, schedule such days on which they desire this time off, subject to supervisory approval. Such personal days shall be used between October 1 and December 31 and may not be rescheduled after the beginning of the new contract year. No employee shall be eligible for payment for unused personal days.

Section 8. For the Generating Station only, employees will have the option to use benefit time including vacation, personal, compensatory and bonus time in one hour increments only at the

beginning or end of the shift up to a maximum of eight (8) occurrences each year. An occurrence will be defined as any day an employee uses benefit time, as described above, in increments other than four (4) or eight (8) hours. Use of such time will be subject to twenty-four (24) hours notice and supervisor approval.

ARTICLE XI

Sick Benefits

Section 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 up to a maximum of 300 days sick leave. Employees shall be compensated in cash at a ratio of five (5) days pay for each twelve (12) days accrued unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death.

Employees hired on or after October 1, 2014, will not be eligible for payment of unused sick days upon retirement or death. Employees hired on or after October 1, 2014 who maintain ninety (90) sick day (720 hours) on the book may be allowed to liquidate up to forty (40) hours of sick leave annually on September 30th.

Section 2. 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.

(a) 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 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 effect operations or create additional costs for CWLP. Verification of sick leave other than medical examinations shall be made pursuant to Section 2 and Section 3 of this article.

Section 3. 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 4. 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.

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 5. Employees who have accrued thirty (30) 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 two (2) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued sixty (60) days sick leave at any time prior to a contract year and do not use 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 between October 1st and September 30th of the succeeding contract year. Employees who have accrued ninety (90) days sick leave at any time prior to a contract year and do not use over one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay between October 1st and September 30th of the succeeding contract year. 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 6. After accumulating thirty-two (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 as provided in Article IX, Section 1. Such exchange of sick days for vacation days may be made up to five times per year, exchanging a maximum of 10 sick days for a maximum of 5 vacation days.

Section 7. The parties agree that the current Attendance Monitoring Program "AMP" will continue to 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 or works the first four (4) hours and returns to work the next working day with a doctor's note covering the absence. The doctor's note shall be considered timely if presented at any time the following scheduled work day. When an employee currently has discipline as a result of sick time infractions as defined in the MOU, 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 XII

Duty Disability

Section 1. Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be

amended. 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.

ARTICLE XIII

Apprentices and Temporary Student Summer Employees

Section 1. The Employer may employ not more than one (1) Apprentice Lineman to each four (4) Journeymen Linemen; one (1) Apprentice Substation or Maintenance Electrician to each three (3) Journeyman Substation or Maintenance Electricians; and one (1) Meterman Apprentice may be employed after one (1) Journeyman Meterman is employed and thereafter the ratio shall be one (1) Apprentice to each three (3) Journeyman Metermen employed. Within the Instrument Electric, Communications and Relay areas, one (1) Apprentice may be employed after one (1) Journeyman is employed and thereafter the ratio shall be one (1) Apprentice to each two (2) Journeymen employed. These ratios are intended as guidelines which may be waived by the Joint Apprenticeship & Training Committee.

Section 2. (a) Apprentices shall be allowed to drive trucks after obtaining a CDL license. The Employer will pay only for the employee's initial passed CDL test cost, if the employee does not already poses a CDL.

(b) Apprentices should be assigned work that will give them training in all phases of their occupation. Rotations will be designed and implemented by management as reasonably as possible.

Substation Maintenance Apprentices will be assigned to the Construction Department for the first twelve (12) months of their apprenticeship prior to permanent assignment in the Substation Area, unless determined otherwise by the JATC. Once the period of assignment is determined, the appropriate work will also be determined by the JATC.

Apprentices at the Power Plant shall be permanently assigned to either the Maintenance Electrical or Instrument Electrical areas. Apprentices assigned to the Plant Maintenance Area may spend a total of six (6) consecutive weeks during their first year of apprenticeship in the Instrument-Electrical Area. Apprentices assigned to the Plant Instrument-Electrical Area may spend a total of six (6) consecutive weeks during the first year of their apprenticeship in the Plant Maintenance Electrical Area. Apprentices assigned to the Relay Maintenance Area may spend two (2) months sometime during the first year of their apprenticeship

in the Substation Maintenance Department. Apprentices assigned to the Traffic and Metering Department may spend all four (4) years of their apprenticeship in this area.

The above rotation or period spent within each area may be modified as needs require with the approval of the Joint Apprenticeship and Training Committee.

Section 3. Apprentices may assist in all work done by Journeymen, but will not be permitted to work with tools except while in a regular crew or working with another Journeyman.

Section 4. Apprentices will attend four (4) years of schooling under the authority of the Joint Apprenticeship Training Committee. Apprentice hired on or after October 1, 2012 will attend four (4) years of schooling under the authority of the Joint Apprenticeship Training Committee. There shall be a Joint Apprenticeship & Training Committee consisting of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The duties of the Committee are in the rules and regulations of the Joint Committee.

Section 5. Both the union and the Department of Public Utilities will contribute \$5,000.00 each quarter to fund the Joint Apprenticeship and Training Committee. During the 2000 calendar year, payments will be due on March 1, June 1, September 1, and December 1. Beginning January of 2001 and each year thereafter, the fund balance will be reviewed at the Regular JATC meeting and the March 1 contribution will be adjusted to bring the balance of the account to \$10,000.00. The June 1, September 1, and December 1 will continue to be \$5,000.00 each from the Union and the Department of Public Utilities. The quarterly contribution may be adjusted by the JATC with the approval of the sponsors.

Section 6. The following rules and regulations pertain to employment of temporary student summer employees in the electrical field by the Office of Public Utilities.

(a) The applicant or employee who serves as a temporary student summer employee must be of at least the age of 18 years and he must be of good moral character and physically able to do manual work.

(b) The applicant or employee who will participate in the temporary student summer employment program in the electrical field shall be at least a graduate of an accredited high school who will attend a college or who has designated a specific college which he intends to attend in the Fall of the year of his employment.

(c) The Office of Public Utilities officials and the officials of L.U. No. 193, I.B.E.W. shall mutually select the applicants as temporary college student helpers at a rate of wage set forth in Article XVI of this Agreement.

(d) The applicants or employees designated as temporary student summer employees will be selected from a registration list, a record of which will be maintained by both the Office of Public Utilities and Local No. 193, I.B.E.W.

(e) Preference shall be given to applicants who apply for employment prior to April 30 of the year in which he seeks to work under this program.

Section 7.

Apprentices hired on or after the October 1, 2016, ratification shall have the following wage rates:

Year 1 -	50% of Current Journeyman Rate
Year 2 -	60% of Current Journeyman Rate
Year 3 -	75% of Current Journeyman Rate
Year 4 -	90% of Current Journeyman Rate

Any apprentice employed under this Agreement prior to October 1, 2020 will not receive any retroactive pay, but will immediately have their pay rate adjusted to the rate established above, if the rate is higher, upon ratification.

ARTICLE XIV

Superintendents

Section 1. Superintendents whose duties require them to hire or discharge may or may not be members of the local union at the discretion of the Employer. Such Superintendents shall give orders to foremen and all instructions that are necessary to employees to carry out work, but shall not directly supervise work at the point of operation, except in emergency.

ARTICLE XV

Safety

Section 1. The Employer agrees to furnish all necessary protective equipment such as rubber gloves, blankets, hoods, hose, hard hats and complete rain gear and it is a rule of both parties hereto that they be used. Rubber gloves must be worn when working within two (2) feet of any energized conductor of 440 volts or more. Hard hats shall be worn by all employees while at the job

site. An employee who violates the above rules shall be notified in writing by the Safety Director who shall send a carbon of such notification to the Business Manager. A second violation by an employee without due cause shall require a mandatory suspension of one day without pay. The Employer also agrees to furnish and maintain all necessary safeties, hooks, pads, and straps and hand tools such as wrenches, hammers, rules, pliers, screwdrivers, etc., but reserves the right to set up their own rules governing the distribution of these tools.

Section 2. Safety meetings of at least an hours duration shall be held at least once a month on a regular established day. If there is an emergency condition at such time, the meeting shall be rescheduled as soon as possible. Immediately following the regular safety meeting all employees required to work energized lines will turn in one pair of their rubber gloves to be tested. The Power Plant will conduct quarterly safety meetings, tool box talks and pre-job briefings.

Section 3. All Journeymen Linemen, Cablemen, and Maintenance Men working on wires or equipment which is energized at 440 volts or more must be accompanied by a Journeyman or an Apprentice having two (2) or more years experience.

Section 4. No work shall be performed on energized conductors of over 5000 volts, without the use of "Hot Stick" equipment. In no case should conductors of this voltage be handled with rubber as the only means of protection.

Section 5. Foremen having charge of construction and maintenance will be required to use tools as long as their doing so would not interfere with them properly looking after their work as foremen and the safety of the employees in their charge.

Section 6. Both parties agree to appoint three (3) members each to a safety committee whose objective is to draft a safety manual acceptable to both parties that can be adopted as part of this working agreement.

Section 7. Refer to Safety Manual.

Section 8. Effective October 1, 2011, all employees covered under this agreement who work safely in accordance with all safety rules, have no lost time accidents or OSHA recordable injury in a contract year, shall receive a safety incentive on September 30th through the duration of the agreement. The incentive shall be administered as follows:

<u>Years</u>	<u>Incentive</u>
1-4	\$ 250.00

5	\$ 750.00
6-9	\$ 350.00
10	\$1,350.00
11-14	\$ 450.00
15	\$1,950.00
16-19	\$ 550.00
20	\$2,550.00
21-24	\$ 650.00
25	\$3,150.00
26-29	\$ 750.00
30	\$3,900.00

Years refer to 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 no lost time accident or OSHA recordable injury will receive 50% of the incentives. Years prior to October 1, 2011 do not count for purposes of determining the incentive.

ARTICLE XVI

Classification And Wage Rates

Section 1. See Appendix A.

Power Plant Temporary Shift - 10% per hour premium.

Shift Workers:

Operators/Relief Dispatchers/Operator Trainees

1st Shift (A) - 9:30 PM to 5:30 AM

2nd Shift (B) - 5:30 AM to 1:30 PM

3rd Shift (C) - 1:30 PM to 9:30 PM

Troublemens

1st Shift (A) - 11:00 PM to 7:00 AM

2nd Shift (B) - 7:00 AM to 3:00 PM

3rd Shift (C) - 3:00 PM to 11:00 PM

4th Shift (D) - 4:00 PM to 12:00 Midnight

2nd Final Meter Reader

9:30 A.M. to 6:00 P.M. - Tuesday through Friday

8:00 A.M. to 4:30 P.M. - Saturday

Section 2. (a) Across-the-Board Increases: See Appendix A

10/1/2020 1% lump sum upon ratification (gross wages 12/31/2020)

10/1/2021 2.25% + \$0.50 base wage + \$0.25 base wage to Journeyman and Foreman + 1.5% lump sum.

10/1/2022 2.25% + \$0.50 base wage + \$0.25 base wage to
Journeyman and Foreman
10/1/2023 2.25% + \$0.50 base wage + \$0.25 base wage to
Journeyman and Foreman
10/1/2024 2%
9/30/2025 0.25%

(b) Effective October 1, 2007, employees completing 14 years of service in the bargaining unit, shall have their hourly rate increased \$.50. Effective October 1, 2007, employees completing 24 years of service in the bargaining units, shall have their hourly rate increased \$.50.

On at least an annual basis, the Union shall provide a seniority list to the City for the purpose of verifying the years of service for employees who will be entitled to receive longevity raises during the year. The City shall verify if the employee qualifies for the adjustment from the Union-provided list and will make the appropriate adjustment to the employee's rate of pay and will pay back to the employee's anniversary date (14 or 24 years) or to maximum of 60 days in arrears for the longevity adjustment from the date the City receives the notice from the Union. The \$0.50 adjustments shall compound with across the board wage increases. Where any dispute arises regarding the calculation of the appropriate number of years of service for the purpose of applying longevity, any deadline for payment of wages owed in arrears shall be suspended.

Employees bidding to new positions shall have the compounded longevity rates transfer with the employee to the new position. Upon transfer to a new position, the Union shall notify the City within 30 days of what the Union believes the appropriate rate of pay for the employee shall be in the new position. The City will validate the rate of pay and make any needed adjustment to the employee's rate of pay, or the City will contest the rate of pay and provide evidence to the Union for a different rate of pay. The City will make any adjustment to the employee's rate of pay for up to 60 days in arrears from the date the City receives the notification from the Union to allow ample time for any disputes to be resolved. The City will not make any adjustments more than 60 days in arrears from the date of notification received in writing from the Union.

(c) Employees now receiving a higher wage rate than the minimum prescribed wage rate for their classification will not be reduced while they are doing that classification work.

(d) Retroactive pay shall not go back prior to October 1st of that year in which award is made unless arbitration has been

applied for more than ninety (90) days previous to October 1st of next year.

(e) Payday shall be every two weeks on Friday, excepting that when a payday falls on a holiday, payday shall be on the preceding day. Effective upon ratification of the 2016 contract, all employees' paychecks shall be issued through direct deposit.

(f) As part of the 1985 labor negotiations it was agreed to eliminate the shift differential for the classifications listed below and to incorporate the amounts noted below in the given classification's base wage rate. Amend pay rates of the following classifications effective upon signing of the 1985 contract:

Troublemens and Relief Troublemens - additional \$.28 cents/hour. Relief System Dispatcher, System Operator, Operator Trainee I, II, III - additional \$.25 cents/hour. Additionally, Groundmen working the evening shift shall be paid \$.25 cents/hour shift differential as part of his base rate of pay.

(g) Effective October 1, 2007, employees in the title of Meter Reader Foreman, completing 7 years in the title shall have their hourly rate increased by \$1.00. Effective October 1, 2007, employees in the title of Meter Reader Foreman, completing 24 years in the bargaining unit shall have their hourly rate increased by \$1.00.

Section 3. "Classification and Minimum Wages" covered in this Agreement may be reopened for negotiation after ten (10) days written notice from either party.

Attached to and made a part of this LABOR AGREEMENT between the CITY OF SPRINGFIELD, SPRINGFIELD, ILLINOIS, OFFICE OF PUBLIC UTILITIES and LOCAL UNION NO. 193 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

ARTICLE XVII

Labor-Management Meetings

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

ARTICLE XVIII

Tree Trimming

Section 1. All tree work to clear electric lines shall be done by Linemen and paid for at the prevailing rate. In the event Linemen are not available for such work, the Employer may employ tree trimmers to do the work at the Journeyman Lineman's rate of pay. Apprentices may be used in the same ratio to Journeymen as for regular line work.

ARTICLE XIX

Non-Discrimination

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

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

ARTICLE XX

Savings

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

ARTICLE XXI

Management Rights

Section 1. 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.

ARTICLE XXII

Temporary Assignment

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

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

ARTICLE XXIII

Layoff/Recall

Section 1. The employer has the right to employ, lay off, discharge and promote employees in accordance with the provisions of this Agreement. In the case of layoff, the Employee and the Union will be given two (2) weeks' notice. However, any employee laid off or discharged for any reasons other than lack of work or lack of funds may file a grievance pursuant to the procedure outlined in this Agreement and the layoff or discharge shall be processed in accordance with the Grievance and Arbitration Procedure in this Agreement. The reason for discharge or layoff shall be given to the employee and Union in writing and the Union may in all respects appear for and represent in its name or the employee's name the interest of the employee and the Union. In case of layoff, employees will be laid off by inverse order of seniority. Recall shall be by seniority for a period of twenty-four (24) months. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

ARTICLE XXIV

Election Of Remedies

Section 1. The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or

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

ARTICLE XXV

Discipline

Section 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 Article XIX.

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 Article XI, Section 7, Attendance Monitoring:

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 twenty-four (24) 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 forty-eight (48) 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.

ARTICLE XXVI

Union Business

A. Union Rights

Section 1. Union Activity During Working Hours Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or 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 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 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 3. The Employer agrees that accredited representatives of the IBEW, 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 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 discussion 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 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. 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 (1) hour and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 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 (1) 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 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.

B. Dues Checkoff

Section 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 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 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 be 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 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 XVII

Drug Testing

Section 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. Employees will be subject to drug testing per applicable State and Federal Laws.

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

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

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

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

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

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

If a drug test result is positive:

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

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

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

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 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-Work Contract is grounds for discharge.

Section 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 XXVIII

Residency

Effective upon ratification of the 2020 contract, all employees hired on or after the ratification shall reside within the boundaries of the City of Springfield within six (6) months after the end of their probationary period, and all current employees who reside within boundaries of the City of Springfield shall continue to reside within the boundaries of the City. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them.

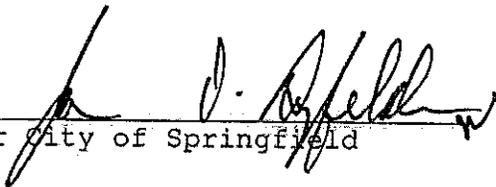
If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply. Should an employee's property be annexed into the City Corporate Limits, the employee shall remain grandfathered. Should the residency ordinance be reversed during the term of this agreement, this provision will become null and void. Should the residency ordinance be amended, the union maintains the right to negotiate any such modifications that affects the terms and conditions of employment when the amendment occurs.

ARTICLE XXIX

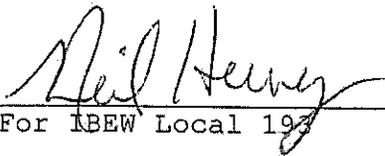
Duration, Amendment and Termination

Term. This agreement shall become effective October 1, 2020 and shall be extended for a four (4) year period to September 30, 2025. It shall continue in effect from year to year thereafter, unless notice for amendment or termination is given in the manner provided herein.

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.


For City of Springfield

09-22-21
Date


For IBEW Local 193

9/20/2021
Date

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

11/17/2021

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

MEMORANDUM OF UNDERSTANDING

**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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN IBEW LOCAL 193
AND THE
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES**

In regards to the installation and utilization of GPS tracking technology on 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, 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. Prior to installation of this equipment, employees shall be given a brief overview of the systems capabilities and its intended use. Any 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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN IBEW LOCAL 193
AND THE
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES**

In regards to Off System/Mutual Aid Storm Restoration Work, the parties agree as follows:

1. The rules herein are specific to out of town request for Mutual Aid. Should any terms in this section conflict with other provisions of this contract, this section shall apply for out of town Mutual Aid. Should any terms not be addressed in this section, but is addressed elsewhere in the contract, then the contractual term shall apply.
2. The parties agree to abolish the "Eligibility Rules for Off System/Mutual Aid Storm Restoration Work revised 2-5-13," and any other existing labor agreement documents relating to Mutual Aid overtime.
3. The parties agree that Off System/Mutual Aid Storm Restoration Work will be administered from a specific overtime list so that all Off System/Mutual Aid Storm Restoration Work shall be equally and impartially divided among employees in so far as is practicable.
4. The parties agree employees shall not be called for Off System/Mutual Aid Storm Restoration work when the employee is off for any leave or on restricted duty. These days are considered to start at your work show up time until the following day.
5. All Journeyman from Construction, Locators and Service will now be called without regard to their On System department assignment, unless doing so impairs On System operations, and will not be charged accordingly. Locators may be considered if properly trained journeyman are able to back fill. Second year Apprentices, Groundman and Utility Truck Drivers shall be eligible for Off System/Mutual Aid Storm Restoration Work unless other classifications are specifically requested.
6. The parties agree that the Off System/Mutual Aid Storm Restoration Work list will continue to roll over and will not be zeroed each year. Said list shall become effective upon ratification of the 2016 contract. Employees will be paid at the rate of time and one-half for travel to the requesting party show up site, less their rest period.

Upon check in at the requesting party show up site employees are to be paid at the double time rate, less their rest period, until released to come home. Travel time on the return home shall be time and one-half, less any rest period.

7. When consuming a restaurant meal (non-box lunch) provided by the requesting party the employee shall not be entitled to collect a meal allowance in accordance with this contract.
8. Off system overtime is not eligible for compensatory time.