

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on this 21st day of December, 2021 by and between the University of Illinois, hereinafter referred to as the U of I and the International Union of Operating Engineers, AFL-CIO Local #399, hereinafter referred to as the Union for the purposes of achieving the various aims and objectives relating to Abbott Power Plant's 12-Hour Unbalanced Shift Schedule.

WHEREAS the U of I and the Union desire to enter into an agreement in which the U of I and the Union will work to together to implement twelve (12) hour shifts for rotating shift workers within Abbott Power Plant as an alternative to the eight (8) hour shifts. This agreement specifies those alternative shifts and relevant modifications to existing work rules required to make the new shifts cost effective.

WHEREAS the U of I and the Union are desirous to enter into a Memorandum of Understanding between them, to ensure that reasonable rules and provisions are put into effect prior to implementing 12-hour rotating shifts, for the safety and health of the employees, and so that the rules and provisions shall apply uniformly to all affected employees.

Purpose

The purpose of this MOU is to provide the framework for transitioning to 12-hour rotating shift schedules as determined by management at Abbott Power Plant.

Obligation of Partners

The Partners acknowledge that no contractual relationship is created between them by this MOU but agree to work together in the true spirit of partnership to ensure that there is a united demonstrated commitment to implementing 12-hour operating department rotating shift schedules at Abbott Power Plant.

Prior Memorandum Superseded

The MOU constitutes the entire MOU between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and MOUs, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of the MOU that:

- A. 12-Hour Unbalance Schedule:** "Attachment 1" shows the 12-hour unbalanced mixed schedule that was jointly agreed for the 12-hour rotating shift schedule trial.
- B. Labor – Management Review:** The utilization of the 12-hour mixed unbalanced shift schedule will be jointly reviewed on a monthly basis and be subject to the monthly labor-management discussions.
- C. Benefit Accruals (Article 5 Section 1):** Benefits will accrue as set forth in Policy and Rules.

- D. Work Day (Article VI Section 2):** For the rotating shifts twelve (12) consecutive hours shall constitute a day's or night's work. For the fixed shift schedules eight (8) consecutive hours shall constitute a day's or night's work. For purposes of overtime on the 12-hour shift, the day will begin at 7:00am and end at 6:59am the following day.
- E. Holidays: (Article IV Section 8 & Article V Section 2 of the CBA needs to be modified)** University Holidays will be paid for eight hours. Therefore, when an employee who is scheduled to work on a 12-hour shift which falls on a scheduled holiday, they will not be scheduled off work unless requested. If an employee who is working a 12-hour shift chooses to take the holiday off work, the employee will be paid 8 hours for the holiday and will need to take 4 hours of additional leave to complete the coverage of the 12-hour shift taken off. Fixed shift operators will not work holidays unless they are needed to replace a rotating shift operator.
- F. Floating Holidays:** University Floating Holidays will be paid for eight hours. When a floating holiday is taken on a 12-hour shift, 4 hours of additional leave will be taken to complete the coverage of the 12-hour shift taken off.
- G. Gift Days:** University Gift Days will be paid for 8 hours, however employees working the 12-hour shift will be allowed to split Gift Days taken at a later date into 4-hour increments. The purpose of this is to allow a 12-hour shift employee to cover their entire shift with Gift Day hours.
- H. Shift Premium:** Operators on the rotating shift schedules are entitled to the \$2.00 shift premium. Operators working the 8-hour fixed shift schedules are not entitled to the \$2.00 per hour shift premium. If an operator on the 8-hour fixed shift fills a vacancy on a rotating shift, then the operator will be entitled to the \$2.00 shift premium for the hours worked on the rotating shift schedule. If working overtime, 1-1/2 or double time the shift premium will be \$3.00 per hour of overtime worked.
- I. Shift Hours 12-Hour Rotating Shifts:** The rotating operator Day shift schedule is 7:00 AM to 7:00 PM. Day shift shall start at 7:00 AM on the calendar day indicated on the shift schedule.
- J. Shift Hours 12-Hour Rotating Shifts:** The rotating operator Night shift schedule is 7:00 PM to 7:00 AM. Night shift shall start at 7:00 PM on the calendar day indicated on the shift schedule.
- K. Shift Hours 8-Hour Fixed Shifts:** The 8-hour Monday through Friday operating shift is 7:00 AM to 3:00 PM and it shall start at 7:00 AM on the calendar day indicated on the shift schedule.
- L. Shift Assignment:** Management will assign Operators to the various shift slots in an effort to have equal skills on each operating shift. The 12-hour rotating operating shifts will be staffed (filled) first and the 8-hour fixed shifts will be filled last. In the case of staff shortages, the 12-hour rotating shifts will take priority and be filled accordingly. As staffing shortages get filled, operators can request that they be considered for other shift

assignments, including the 8-hour fixed shifts. Management will determine if shift conditions permit operators to transfer to their requested shifts slots.

M. Time Reporting: Time reporting will be submitted based on the hours worked during the work day as defined in section D above. On any given day for employees assigned to work a 12-hour shift, all hours worked during that work day will be allocated to the day on which they started their shift.

N. Limit on Hours Worked Including Overtime: Overtime may be required because of a problem during operation or because of a shutdown. In either case, hours worked in any given day shall not exceed 16 hours straight without prior approval of the Associate Director of Utilities Production or the Chief Utility Plant Operating Engineer. This approval must be documented in the control room operating logbook.

O. Scheduling (Article 6 Section 6): For the 12-hour shift trial period “swing personnel” (extra personnel on a shift) are as follows:

- a. Personnel working the fixed 8-hour shift slots.
- b. The upgradable S&PP III operators when coal is not being utilized.
- c. One of the water lab positions if both water lab positions are filled

P. Filling Vacancies: The provisions of Article VI Section 7 of the collective bargaining agreement will apply except for Article VII Section 7 sub-paragraph “c”, which will be excluded as it does not apply to 12-hour schedules.

Illustrations: *SPPIV rotating shift vacancies on the night shift* will be covered by the on shift upgradable SPPIII unless that creates overtime in the SPPIII positions, in which case it will be offered to the off shift SPPIV. If the off shift SPPIV turns it down the upgradable SPPIII will fill the position and the open SPPIII position will be offered to the off shift SPPIII with the lowest amount of overtime hours and progress through the hour sheet until the position is filled.

SPPIII rotating shift vacancies on the night shift will be filled by the off shift operators starting with the lowest overtime hours and working up the list. Possible day off availability calendar could help streamline this process.

SPPIV rotating shift vacancies on the day shift will be covered by the on shift upgradable SPPIII unless that creates overtime in the SPPIII positions. In which case the straight shift SPPIV would fill in and work the position including the four hours of overtime. If the SPPIV is unavailable to work it the straight dayshift upgradable SPPIII would step up and work the position. If all of those options have been exhausted the off shift SPPIV would be called first then the off shift upgradable SPPIII.

SPPIII rotating shift vacancies on the day shift will be first offered to the operator with the least amount of overtime hours who is normally scheduled for an 8 hour dayshift position. It will then move to the operator

who signed the voluntary overtime calendar for that day. It will progress through list from least to most overtime. If the position is not filled from the voluntary list it will then move to the secondary list of all available operators and work from least accumulated overtime hours to most.

Water lab vacancies will be filled by either an operator from the straight day shift crew or an available operator from the on shift 12 hour dayshift crew depending on the plants operational needs that day. If the position is unable to be filled with an operator from “on shift” the standard call out for a SPPIII should be followed.

8 hour straight day shift - If deemed necessary positions for the 8 hour straight dayshift can be filled by offering them to the off shift 12 hour operators. In which case the overtime would be for the 8 hours available.

Unable to fill a S&PP III with an “on-shift” operator - If the position is unable to be filled with an operator from “on shift” the standard call out for a SPPIII should be followed.

Q. Overtime (Article IV Section 5 of CBA no longer applies with 12-hour shifts):

R. Overtime Work (Redline List Article VII Section 10): For the duration of this MOU the overtime list will be based on “Cumulative Overtime” not “Worked Overtime”.

S. Vacations: Only one person may take off each shift at any given time. Vacation requests should be submitted at least 48 hours in advance of the requested vacation. This will allow adequate time to post overtime sheets to fill the vacancy. Approval of vacation requests submitted less than 48 hours in advance of the requested vacation will be at the discretion of management. Approval of vacation time will be first come first serve unless more than one operator has requested on the same day then it will be awarded to the most senior operator.

Provided the conditions of work are such that the employee’s services can be spared, and with the understanding that they are subject to change to meet operating conditions and work requirements, regular (ten (10) days of vacation) and extra vacation (all other vacation) shall be selected in each work group in accordance with service except that no extra vacation may be scheduled which would interfere with any employee’s choice of their regular vacation.

The vacation period shall be from March 1st to November 30th, inclusive, except that for regular vacations the vacation period shall be from April 1st to October 31st, inclusive. However, an employee, at their own request, may be granted a vacation outside the vacation periods specified above.

Vacation schedules will be posted on the master operating schedule not less than thirty (30) days in advance of the vacation period defined above.

For vacation purposes, a calendar week shall normally begin and end at midnight on Sunday night.

No unit of time less than one (1) day shall be counted as vacation time.

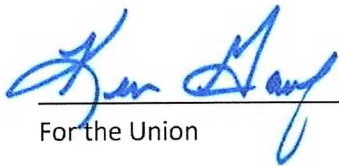
T. Sick Time: No unit of time less than four (4) hours shall be counted as sick time. Sick time notice should be 4 hours before the start of shift. If such notice isn't possible because of an emergency the time will be temporarily granted and reviewed by management for final approval.

Additional Items & Dispute Resolution

In the event additional items/issues come up that are not addressed in this MOU or the collective bargaining agreement both parties agree to meet to resolve the items/issues. In the event that the items/issues are not resolved, both parties agree to meet in an attempt to resolve the issue with the inclusion of the department of Illinois Human Resources. This MOU is subject to the grievance procedure.

Term

This agreement made by the Partners by this MOU shall remain in place from January 9, 2022 until July 9, 2022. The term can be extended only by agreement of the Partners.



For the Union

01/04/2022



For the University

01/05/2022