

Metropolitan Water Reclamation District of Greater Chicago

*100 East Erie Street
Chicago, IL 60611*



Regular Board Meeting Consent Agenda - Draft

Thursday, November 20, 2014

10:00 AM

Board Room

Board of Commissioners

Commissioner Michael A. Alvarez, Commissioner Frank Avila, Vice-President Barbara J. McGowan, Commissioner Cynthia M. Santos, Commissioner Debra Shore, Chairman of Finance Mariyana T. Spyropoulos, Commissioner Kari K. Steele, Commissioner Patrick D. Thompson, President Kathleen Therese Meany

THE FOLLOWING PROCEDURES WILL GOVERN THE MEETING PROCESS:

- 1. Board Members who vote "Nay, Present, or Abstain" or have a question on any item may request the item be removed from the Consent Agenda.**
- 2. Citizens in the audience who address the Board on any item may request the item be removed from the Consent Agenda.**
- 3. Items removed from the Consent Agenda are considered separately.**
- 4. One roll call vote is taken to cover all Consent Agenda Items.**

Metropolitan Water Reclamation District of Greater Chicago

STANDING COMMITTEES

Chairman

Vice Chairman

Affirmative Action	McGowan	Avila
Budget & Employment	Steele	Shore
Engineering	Avila	Shore
Ethics	Meany	Spyropoulos
Federal Legislation	Alvarez	Meany
Finance	Spyropoulos	Meany
Industrial Waste & Water Pollution	Thompson	Avila
Information Technology	Steele	Thompson
Judiciary	Spyropoulos	Thompson
Labor & Industrial Relations	Santos	Alvarez
Maintenance & Operations	Avila	Meany
Monitoring & Research	Thompson	Steele
Municipalities	Shore	Santos
Pension, Human Resources & Civil Service	Meany	McGowan
Public Health & Welfare	Avila	Spyropoulos
Public Information & Education	Shore	McGowan
Procurement	McGowan	Santos
Real Estate Development	Spyropoulos	Santos
State Legislation & Rules	Santos	Alvarez
Stormwater Management	Alvarez	Steele

2014 REGULAR BOARD MEETING SCHEDULE

January	9	23
February	6	20
March	6	20
April	3	17
May	1	15
June	5	19
July	10	
August	7	
September	4	18
October	2	16
November	6	20
December	2(Annual Meeting)	
December	4	18

2014

January

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December

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Call Meeting to Order**Roll Call****Approval of Previous Board Meeting Minutes****Recess and Reconvene as Committee of the Whole****Recess and Reconvene as Board of Commissioners****Procurement Committee****Report**

- 1 [14-1357](#) Report of bid opening of Tuesday, November 4, 2014
- 2 [14-1360](#) Report on advertisement of Request for Proposal 15-RFP-05 Professional Services for a Technical Writer, estimated cost \$67,000.00, Account 101-25000-601170, Requisition 1388453
- 3 [14-1377](#) Procurement and Materials Management Department - 2013 Annual Report
Attachments: [Procurement and Materials Management 2013 Annual Report.pdf](#)

Authorization

- 4 [14-1314](#) Authorization to enter into agreements with the Board of Regents of the University of Wisconsin System, through the University of Wisconsin-Madison, Illinois Institute of Technology, and Lake Forest Graduate School of Management pursuant to Contract 14-RFP-21R, Master Agreement for Professional Development Courses for a Three-Year Period (Re-Bid), beginning January 1, 2015 and continuing through December 31, 2017.
- 5 [14-1316](#) Authorization to amend Board Order of April 17, 2014, accepting initial annual rental bid for Contract 14-361-11 Proposal to Lease for 39 years 16.77+/- acres of District real estate located at 18500 West 9th Street in Unincorporated Lockport, Will County, Illinois; Main Channel Parcels 15.02 and 15.04 from ACL Transportation Services, LLC in the amount of \$147,200.00, Agenda Item No. 6, File No. 14-0319
- 6 [14-1331](#) Authorization to amend Board Order of September 18, 2014, for Authority to advertise Contract 15-697-11 Services of Tractors with Rotavators and Sludge Pumps with Operators, estimated cost \$1,830,000.00, Accounts 101-66000-612520, Requisition 1379120, Agenda Item No. 8, File No. 14-1049

Authority to Advertise

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- 7 [14-1317](#) Authority to advertise Contract 15-100-11 Furnish and Deliver Automatic Samplers, estimated cost \$52,500.00, Account 101-16000-623570, Requisition 1387993
- 8 [14-1326](#) Authority to advertise Contract 09-182-3E D799 Switchgear Replacement, Stickney WRP, estimated cost \$7,500,000.00, Account 401-50000-645650, Requisition 1387568
- 9 [14-1329](#) Authority to advertise Contract 15-927-11 Furnish and Deliver Parts and Repairs for PLC Modules, estimated cost \$45,000.00, Accounts 101-69000-612650/623070, Requisition 1384626
- 10 [14-1330](#) Authority to advertise Contract 15-988-11, Inspection, Testing and Repair of Railroad Crossing Signal Systems, estimated cost \$69,000.00, Account 101-69000-612670, Requisition 1385792
- 11 [14-1352](#) Authority to advertise Contract 15-012-11 Furnish and Deliver Paint, Brushes, Solvents and Stains to Various Locations for a One (1) Year Period, estimated cost \$47,000.00, Account 101-20000-623190
- 12 [14-1353](#) Authority to advertise Contract 15-002-11 Furnish and Deliver Cylinder Gases and Bulk Liquid Argon to Various Locations for a One (1) Year Period, estimated cost \$30,300.00, Account 101-20000-623840

Issue Purchase Order

- 13 [14-1327](#) Issue purchase order to CDW-Government LLC to Furnish and Deliver VMware Software, Support and Subscription, in an amount not to exceed \$103,631.92, Accounts 101-27000-612820, 623800, Requisition 1383586
- 14 [14-1328](#) Issue purchase order to Aerico, Inc. to Furnish and Deliver APC replacement batteries in an amount not to exceed \$24,946.40, Account 101-27000-634990, Requisition 1383584
- 15 [14-1337](#) Issue a purchase order and enter into an agreement with the law firm of Schuyler, Roche & Crisham, P.C. to represent the District in the matter of Sandra Hernandez, as the Special Administrator of the Estate of Gustavo Briceno, deceased v. City of Chicago and Metropolitan Water Reclamation District of Greater Chicago, Case No. 14 L 008944, in an amount not to exceed \$75,000.00, Account 101-30000-601170, Requisition 1388446
- 16 [14-1347](#) Issue purchase order and enter into an agreement for Contract 15-RFP-02 State Legislative Liaison Consulting Services, with Kevin J. Fitzpatrick in an amount not to exceed \$102,000.00, Account 101-15000-601170, Requisition 1388009

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- 17 [14-1348](#) Issue purchase order and enter into an agreement for Contract 15-RFP-01, Perform Federal Legislative Consulting Services, with Carmen Group, Inc., in an amount not to exceed \$417,600.00, Account 101-15000-601170, Requisition 1388008
- 18 [14-1355](#) Issue purchase order for Contract 14-474-11, Furnish and Deliver One-Year Site License Software Maintenance Renewal of FileMaker Pro Software to the MWRDGC, to KOI Computers, Inc., in an amount not to exceed \$29,578.50, Account 101-27000-612820, Requisition 1381928
- 19 [14-1359](#) Issue purchase order for Contract 14-045-11 to Sun-Times Media Productions, LLC, to Publish Invitations to Bid for Contracts, Legal Notices for Original Entrance and Promotional Civil Service Examinations, and Other Legal Notices for a One-Year Period, in an amount not to exceed \$58,100.00, Account 101-20000-612360, Requisition 1384301
- 20 [14-1375](#) Issue purchase order for Contract 14-802-21, Furnish and Deliver a Four-Wheel Drive, One Ton, Crew Cab Pickup Truck to the Prairie Plan Site in Fulton County, Illinois, to Sutton Ford, Inc., in an amount not to exceed \$36,818.30. Account 201-50000-634860, Requisition 1351605

Award Contract

- 21 [14-1351](#) Authority to award Contract 04-128-3P, Westside Primary Settling Tanks 1-9 and Aerated Grit Facility at the Stickney Water Reclamation Plant, to IHC Construction Companies and F.H. Paschen, S.N. Nielsen Joint Venture, in an amount not to exceed \$224,760,000.00, plus a five (5) percent allowance for change orders, in an amount of \$11,238,000.00, for a total amount not to exceed \$235,998,000.00. Accounts 401-50000-645650, 645680 and 645780 Requisition 1379868

Attachments: [08-AA.pdf](#)
 [Project View.pdf](#)
- 22 [14-1356](#) Authority to award Contract 15-866-11, Security Services at the Prairie Plan Site in Fulton County, Illinois, to Elam Private Detective, Inc., in an amount not to exceed \$172,868.96, Account 101-68000-612490, Requisition 1378433
- 23 [14-1358](#) Authority to award Contract 15-021-11, Furnish and Deliver Unleaded Gasoline to Various Locations for a One (1) Year Period, Items 1 and 2, to G. Cooper Oil Company, Inc., in an amount not to exceed \$376,872.70, Accounts 101-20000, 66000-623820

Attachments: [1502111_items.pdf](#)

Increase Purchase Order/Change Order

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- 24 [14-1315](#) Authority to increase purchase order and amend the agreement with Schiff Hardin LLP to represent and counsel the District in connection with renewable energy projects, in an amount of \$200,000.00, from an amount of \$150,000.00, to an amount not to exceed \$350,000.00, Account 201-50000-601170, Purchase Order 3081196
- 25 [14-1324](#) Authority to increase Contract 09-176-3P Sludge Thickening Facilities, Stickney Water Reclamation Plant, to McHugh Construction in an amount of \$26,531.98, from an amount of \$166,446,038.16, to an amount not to exceed \$166,472,570.14, Account 401-50000-645650, Purchase Order 5001115
Attachments: [CO 09-176-3P.PDF](#)
- 26 [14-1325](#) Authority to increase purchase order and amend the agreement with CohnReznick, for Contract 10-RFP-22, Appraisal Services for Real Estate in an amount of \$25,000.00, from an amount of \$172,000.00, to an amount not to exceed \$197,000.00, Account 501-50000-612490, Purchase Order 3075791
Attachments: [CO CohnReznick.pdf](#)
- 27 [14-1332](#) Authority to increase purchase order and amend the agreement with Arnstein & Lehr, LLP for legal services related to the impending bankruptcy of FutureMark Paper Company D/B/A Alsip Acquisition, LLC, and other miscellaneous bankruptcy matters, in an amount of \$40,500.00, from an amount of \$9,500.00, to an amount not to exceed \$50,000.00, Account 101-30000-601170, Purchase Order 3080949
- 28 [14-1338](#) Authority to increase Contract 12-408-11, Janitorial Services for the Main Office Building Complex for a Thirty-Six (36) Month Period, to RJB Properties, Inc., in an amount of \$16,000.00, from an amount of \$1,680,210.59 to an amount not to exceed \$1,696,210.59 Accounts 101-15000-612370 and 612390, Purchase Order 5001363
Attachments: [Increase PO 5001363.pdf](#)
- 29 [14-1350](#) Authority to decrease purchase order and amend the agreement with Unisource Worldwide, Inc., for Contract 11-425-12, Furnish and Deliver Offset and Miscellaneous Specialty Paper to Various District Locations for a Thirty-Six (36) Month Period, in an amount of \$34,125.98, from an amount of \$241,356.60 to an amount not to exceed \$207,230.62, Account 101-15000-623520, Purchase Order 3071830
Attachments: [Decrease and close PO 3071830.pdf](#)
- 30 [14-1374](#) Authority to increase the purchase order and amend the agreement for Contract 12-RFP-34 for a Third-Party Administrator for Workers' Compensation and Other Services, with PMA Management Corp. in an amount of \$7,000.00, from an amount of \$528,759.50 to an amount not to exceed \$535,759.50, Account 101-25000-601170, Purchase Order 3076578
Attachments: [14-1374 12-RFP-34 List of Change Orders](#)

Engineering Committee**Report**

- 31 [14-1343](#) Report on change orders authorized and approved by the Director of Engineering during the month of October 2014

Attachments: [CO October \(1\).pdf](#)
 [CO October \(2\).pdf](#)
 [CO Status.pdf](#)

Judiciary Committee**Authorization**

- 32 [14-1365](#) Authority to settle the Workers' Compensation Claim of Mark Williams vs. MWRDGC, Claim # W000838126, in the sum of \$57,004.00, Account 901-30000-601090
- 33 [14-1366](#) Authority to settle the Workers' Compensation Claim of Charles Bravo vs. MWRDGC, Case 12 WC 15386, Illinois Workers' Compensation Commission (IWCC), in the sum of \$300,000.00, Account 901-30000-601090

Labor & Industrial Relations Committee**Authorization**

- 34 [14-1367](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and The Building Trades Coalition and Chicago Regional Council of Carpenters
Attachments: [Building Trades Agreement 2014-2017.pdf](#)
- 35 [14-1369](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the SEIU Local 1, Firemen and Oilers Division
Attachments: [SEIU Local 1 Agreement 2014-2017.pdf](#)
- 36 [14-1370](#) Authority to Approve the Agreement between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Electrical Instrumentation and Testing, (AFL-CIO)
Attachments: [Local 9, EITM Agreement 2014-2017.pdf](#)

- 37 [14-1371](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Electrical Operations (AFL-CIO)
Attachments: [Local 9, Electrical Operations Agreement 2014-2017.pdf](#)
- 38 [14-1372](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Union of Operating Engineers, Local 399 (AFL-CIO)
Attachments: [Local 399 Agreement 2014-2017.pdf](#)
- 39 [14-1373](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Teamsters, Local 700
Attachments: [Local 700 Agreement 2014 - 2017.pdf](#)

Maintenance & Operations Committee

Reports

- 40 [14-1334](#) Report on change orders authorized and approved by the Director of Maintenance and Operations during the months of January through October, 2014
Attachments: [R-98 Report Jan-Oct 2014.pdf](#)

Real Estate Development Committee

Authorization

- 41 [14-1311](#) Authority to commence statutory procedures to lease approximately 24 acres of District real estate located between 9th Street and Division Street in Lockport, Will County, Illinois; Main Channel Parcel 15.05
Attachments: [11-20-14 Aerial of Parcel 15 05 plus wall space.pdf](#)
- 42 [14-1313](#) Authority to enter into a 10-year lease with the Village of Summit on approximately 3.0 acres of District real estate located at 7800 Canal Bank Road in Summit, Illinois and known as Main Channel Atlas Parcel 34.03 for the operation of a public boat launch facility. Consideration shall be a nominal fee of \$10.00 plus 25% of the net annual profits
Attachments: [11-20-14 aerial - Village of Summit.pdf](#)

- 43 [14-1339](#) Authority to issue a 5-year permit extension to Community Unit School District #3 to continue to use 196.99 acres District real estate located in Cuba, Fulton County, Illinois, as a farm land laboratory to educate high school students in agriculture production. Consideration shall be an annual fee of \$10,350.00
Attachments: [11-20-14 map - Community Unit School Dist 3 Fulton Cnty.pdf](#)
- 44 [14-1340](#) Authority to issue a 5-year permit extension to the Board of Trustees of Junior College District 534 to continue to use approximately 39.16 acres of District real estate located on the former Consolidation Coal Company Farm (Gavenda Tract) in Fulton County, Illinois, as a farm land laboratory. Consideration shall be an annual fee of \$2,927.00
Attachments: [11-20-14 map - Junior Colleg Dist 534 - Fulton Cnty.pdf](#)
- 45 [14-1341](#) Authority to issue a 2-month permit to BP Pipelines (North America) Inc. to use an approximately 200' x 200' portion of Cal-Sag Channel Parcel 13.03 located along the southerly bank of the Cal-Sag Channel in Robbins, Illinois, as a temporary work space to conduct hydrostatic testing of Chicap Pipe Line Company's pipeline. Consideration shall be \$2,500.00
Attachments: [11-20-14 aerial - BP hydrostatic testing.pdf](#)
- 46 [14-1342](#) Authority to issue a one (1) year permit extension to West Shore Pipe Line Company on approximately 22,050 sq. ft. of District real estate located on portions of Main Channel Parcels 28.01 and 32.03 in Willow Springs and Bedford Park, Illinois for construction staging. Consideration shall be \$2,500.00
Attachments: [West Shore 1 yr Permit Extension MC 28.01 & 32.03 Bd Ltr Nov 20 2014.pdf](#)

State Legislation & Rules Committee

Authorization

- 47 [14-1379](#) Adoption of Amendments to the Rules of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago (*Deferred from the November 6, 2014 Board Meeting*)

Stormwater Management Committee

Report

- 48 [14-1345](#) Report on Watershed Management Ordinance, Update on Ordinance Administration Progress

Authorization

- 49 [14-1344](#) Authority to enter into an intergovernmental agreement with the Village of Barrington whereby the Village of Barrington will enforce the Lake County Watershed Development Ordinance for the entire Village of Barrington

Miscellaneous and New Business

Ordinance

- 50 [O14-014](#) Authority to extend the sunset date provision of Ordinance O12-003 from December 6, 2014 to June 4, 2015, Revisions to the Affirmative Action Interim Ordinance, Appendix D, of the Metropolitan Water Reclamation District of Greater Chicago

Attachments: [014-014 Board Letter.pdf](#)
 [ord 014-014.pdf](#)

Adjournment



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1357, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report of bid opening of Tuesday, November 4, 2014

Dear Sir:

Bids were received and opened on 11/4/2014 for the following contracts:

CONTRACT 14-807-21 FURNISH AND INSTALL ONE NEW SNOW PLOW FOR A DUMP TRUCK AT THE
CALUMET WATER RECLAMATION PLANT

LOCATION: CALUMET

ESTIMATE: \$35,000.00

GROUP: TOTAL

NO BIDS RECEIVED

BIDDERS NOTIFIED: 293

PLANHOLDERS: 8

CONTRACT 14-918-21 FENCE LINE EXTENSION AND REPAIR AT THE RACINE AVENUE PUMPING
STATION AND 3500 S. KEDZIE

LOCATION: RACINE AVENUE PUMPING STATION

ESTIMATE: \$155,000.00

GROUP: TOTAL

NO BIDS RECEIVED

BIDDERS NOTIFIED: 335

PLANHOLDERS: 16

CONTRACT 15-022-11 FURNISH AND DELIVER DIESEL FUEL TO VARIOUS LOCATIONS FOR A ONE (1)
YEAR PERIOD

LOCATION: VARIOUS

ESTIMATE: \$384,700.00

GROUP: TOTAL

G. COOPER OIL COMPANY, INC.	\$418,315.20
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AVALON PETROLEUM COMPANY, INC.	\$421,532.20
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WEST FUELS, INC.	\$446,360.20
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BIDDERS NOTIFIED: 174

PLANHOLDERS: 11

Respectfully Submitted, Darlene A. LoCascio, Director of Procurement and Materials Management



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1360, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Report on advertisement of Request for Proposal 15-RFP-05 Professional Services for a Technical Writer, estimated cost \$67,000.00, Account 101-25000-601170, Requisition 1388453

Dear Sir:

Request for Proposal (RFP) documents have been prepared for Professional Services for a Technical Writer at the request of the Human Resources Department.

The purpose of this contract is to support the Metropolitan Water Reclamation District in the writing of reports related to our initiatives for vulnerability assessment, emergency response plan development, and the creation of a continuity of operations plan.

The estimated cost for this RFP is \$67,000.00.

A bid deposit for this contract is not required.

The contract period would be for a one-year period commencing January 1, 2015.

Appendix A will not be included in this RFP because the estimate is less than the minimum threshold established by Section 4 of the Affirmative Action Interim Ordinance.

The tentative schedule for this contract is as follows:

Advertise November 19, 2014

Bid Opening December 12, 2014

Award January 1, 2015

Completion December 31, 2015

Funds are being requested in 2015 in Account 101-25000-601170 and are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Denice E. Korcal, Director of Human Resources

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1377, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Procurement and Materials Management Department - 2013 Annual Report

Dear Sir:

Submitted herewith is the 2013 Annual Report of the Procurement and Materials Management Department. Accomplishments for 2013 are included in this report as well as comparative data.

Respectfully submitted, Darlene A. LoCascio, Director of Procurement and Materials Management

DAL:SB:bn
Attachment

The
Metropolitan Water Reclamation District
Of
Greater Chicago

2013

ANNUAL REPORT

OF THE

PROCUREMENT AND

MATERIALS MANAGEMENT DEPARTMENT

Darlene A. LoCascio, Director of Procurement and Materials Management

PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

In accordance with Illinois Compiled Statutes, Chapter 70, Section 2605/11.17 entitled the "Purchasing Act for the Metropolitan Water Reclamation District of Greater Chicago," the Director of Procurement and Materials Management respectfully submits to the Board of Commissioners this annual report describing the activities of her office for the year 2013.

RESPONSIBILITIES

The Procurement and Materials Management Department is charged with the responsibility for procurement of all materials and services that are used by the Metropolitan Water Reclamation District of Greater Chicago. The "Purchasing Act" for The Metropolitan Water Reclamation District of Greater Chicago delineates both the authority and operating regulations. This Act outlines the duties and responsibilities of the Director of Procurement and Materials Management in the various areas of purchasing supplies and services, requesting and receiving bids, determination of control, operation of storerooms, disposal of obsolete, surplus and unusable material, and quality of materials.

Formal contracts and purchase orders for commodities (supplies, material or equipment) over \$25,000 and for services over \$10,000 are opened in public in the form of sealed bids on a weekly basis after formal advertisement. Request for Proposals (RFP) over \$10,000 are advertised but not opened in public.

Informal bids are opened on a daily basis for commodities (supplies, material or equipment) \$25,000 and under and for services \$10,000 or under.

The Procurement and Materials Management Department's 2013 staff totals sixty-two (62) positions, with which to fulfill the duties and responsibilities of the "Purchasing Act".

The department is composed of four (4) Divisions: Executive - three (3) positions; Inventory Control - seven (7) positions; Acquisition - twenty (20) positions; and Stores and Inventory - thirty-two (32) positions.

Each Division Head, in addition to supervising the functions of their respective division, is a member of the Procurement Director's staff.

The four (4) Divisions work together closely, as each one of its members is dependent on information supplied by the others.

EXECUTIVE DIVISION

The Administrative Division is composed of the Director of Procurement and Materials Management and two (2) Administrative support personnel. The Procurement and Materials Management Director supervises the administration of all functions of the Procurement Department: buying, inventory control, and stores. The Procurement and Materials Management Director serves as the Chairman of the Board of Standardization that meets on a tri-monthly basis. The Administrative Division has the responsibility for the coordination, preparation and management of the departmental budget totaling \$8,999,300 for 2013, administration of issues relating to personnel, supervision of the computer operation, and collection of revenues from the sale of obsolete, used and surplus materials.

ACQUISITION DIVISION

The Acquisition Division, managed by the Assistant Director of Procurement and Materials Management, is responsible for the processing of all requests for goods and/or services required by the various departments of the Metropolitan Water Reclamation District of Greater Chicago. Both formal and informal proposals are solicited for these requirements whenever practical. The division is separated into three (3) sections: Administrative, Buying and Clerical.

The Administrative Section is comprised of the Assistant Director of Procurement and Materials Management, one (1) Senior Administrative Specialist and three (3) Administrative Assistants/Administrative Specialists. This section has the overall responsibility for this division as well as assignment, control and revision to the vendor bidding lists (or product classification groups); and identification of affirmative action applications for minority business enterprises (MBEs), women-owned business enterprises (WBEs), and small business enterprises (SBE's). The confirmation of MBE's, WBE's and SBE's firms is done by the Diversity unit in General Administration.

The Buying Section is supervised by a Head Buyer and consists of a staff of two (2) Buyer IIIs, four (4) Senior Buyers, and four (4) Buyers and one (1) Administrative Specialist. This section is responsible for the procurement of all goods and services for the District in an economical and expeditious manner.

The Clerical Section is supervised by a Buyer III and has a staff of three (3) clerical positions. This section is responsible for data entry, filing, and record keeping, contract documents issuance and quotation receipts. This section reports to the Head Buyer.

STORES DIVISION

The Stores and Inventory Division is managed by the Stores and Inventory Manager. This division is charged with the responsibility of maintaining and controlling an optimum inventory to support the administrative, operating and maintenance requirements of the District in the most effective and economic manner. The division is separated into two (2) sections: Administrative and Stores.

The Administrative Section consists of the Stores and Inventory Manager and one (1) Senior Stores Specialist. The Administrative Section has the overall responsibility for this division and is responsible for developing budgets for materials and preparing a variety of monthly inventory reports. The Administrative Section is responsible for system contract administration. The Stores and Inventory Manager is acting chairman for the Board of Standards committee.

The Stores Section, consisting of thirty-two (32) positions, is managed by the Supervising Stores Specialist and is composed of five (5) units as follows: The Administrative Unit and four (4) plant storerooms. This section is responsible for the accuracy and accountability of the physical material under its control. The plants' staff order, receives, move, store, issue, stock transfer material requirements and provide feedback to central planning. This section plans, monitors, and analyzes inventory activities to assure a continuing optimum and economic inventory investment and user support level.

The largest storeroom is located at the Stickney Water Reclamation Plant (WRP) and is staffed by sixteen (16) employees. The remaining storerooms are located and staffed as follows: Calumet Water Reclamation Plant, five (5) employees; North Side Water Reclamation Plant, four (4) employees; John E. Egan Water Reclamation Plant, five (5) employees.

INVENTORY CONTROL DIVISION

The Inventory Control Division has a staff of seven (7) employees and is managed by the Supervising Stores Specialist. This position is supported by one (1) Materials Planning Supervisor and five (5) Stores Specialists. They are supported by an on-line computerized inventory database system providing instant access to all pertinent inventory data. Inventory Control personnel identify, catalog and maintain commodity standards, ensure inventory data integrity, effectively balance supply and demand requirements, and effect improvements in systems applications and physical workflow.

Inventory Control personnel assigned to the storeroom locations are responsible for physical count verification using a daily cycle counting technique to reconcile differences between inventory records and physical counts. Personnel also update stock locations, material master numbers and material descriptions, as well as perform spare parts inventory receipts.

The Inventory Review Board is chaired by the Supervising Stores Specialist. The purpose of the Board is:

- To maintain inventory policies for M&O ordered spare parts that balances an acceptable level of inventory investment while providing a high level of service to operating departments;
- To transfer items purchased and consumed on a regular basis to inventory of department at the recommendation of the Inventory Review Board;
- To manage spare parts inventory by providing a link with the MRP controller within the SAP inventory module and Mainsaver;
- To review reorder points and maximum stock levels to maintain spare parts inventory in a cost-effective manner consistent with best business practices and MWRDGC's mission statement and operational goals;
- To identify and dispose of obsolete and surplus spare parts in a timely manner;
- To identify and consolidate duplicate spare parts inventory.

ACTIVITIES AND SIGNIFICANT ACCOMPLISHMENTS

Activities and significant accomplishments during 2013 include:

- Issued a request for proposal for an eProcurement Business Process Solution to be awarded in the fourth quarter. The functionality specified includes integrated contract management, change order processing, automated bid evaluation and award, reverse auction capabilities, an electronic bid board, catalog management, and a document builder component;
- Continued to monitor the District-wide prioritization plan for non-core business projects for 2013 and 2014;

- Started development of employee training programs, “Requisition Processing” and “Request for Proposal Procedures”;
- Developed on-line internal access of the original contract award and current contract value, including change orders and payments made to contractor;
- Replaced the hand soap cleaner currently in use with a more environmentally friendly product made of soybean and crushed walnut shell that can be used in the existing soap dispensers in the plants;
- Reduced electricity consumption at the Stickney storeroom by replacing eight high pressure sodium fixtures and 160 T8 fixtures with 25 LED motion fixtures in areas that are infrequently used.

2013 Procurement and Materials Management Department Annual Report

ACTIVITY COMPARISON

Activity		2013	2012	2011
Requisitions:				
Received	Number	7,566	7,537	8,166
Items on Requisitions	Number	10,652	10,541	11,568
Inquiries Mailed/Faxed	Number	37,717	37,682	36,196
Quotes Received	Number	12,053	13,380	12,397
Purchase Order Activity:				
To \$1,000.00	Number	2,769	2,872	2,987
	Value	\$1,052,005	\$1,087,131	\$1,076,641
\$1,000.01 To \$5,000.00	Number	1,240	1,219	1,158
	Value	\$2,833,789	\$2,764,378	\$2,539,973
\$5,000.01 To \$10,000.00	Number	324	304	268
	Value	\$2,418,749	\$2,227,536	\$1,977,793
Over \$10,000.00	Number	403	413	351
	Value	\$270,392,676	\$182,627,389	\$145,249,943
Total	Number	4,736	4,808	4,764
	Value	\$276,697,220	\$188,706,434	\$150,844,350
Emergency Orders Issued:				
Under \$25,000.00	Number	0	0	2
Over \$25,000.00	Number	0	3	6
Total	Number	0	3	8
Contracts Advertised:				
Contracts Advertised	Number	162	168	134
Advertisements Mailed/Faxed	Number	60,622	115,164	60,232
Bid Documents Distributed	Number	4,151	6,792	2,749
Bids Received and Processed	Number	510	895	513
Sales:				
Scrap, Surplus Material and Equipment	Value	\$149,295	\$115,533	\$139,466
Agricultural Products	Value	\$8,139	\$23,203	\$13,738
Document Fees	Value	\$17,200	\$21,736	\$22,400
Total	Value	\$174,634	\$160,472	\$175,604
Stores Operation and Issue:				
Shipments Received	Number	11,892	10,872	11,098
Inventory Issue Slips Processed	Number	15,476	13,924	14,275
Contract Requisitions Prepared	Number	4,182	4,215	5,100
Non-Contract Requisitions Prepared	Number	2,296	2,287	2,201
Transport Requisitions Prepared	Number	3,561	3,070	3,196



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1314, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to enter into agreements with the Board of Regents of the University of Wisconsin System, through the University of Wisconsin-Madison, Illinois Institute of Technology, and Lake Forest Graduate School of Management pursuant to Contract 14-RFP-21R, Master Agreement for Professional Development Courses for a Three-Year Period (Re-Bid), beginning January 1, 2015 and continuing through December 31, 2017.

Dear Sir:

Authorization is requested to enter into agreements with the Board of Regents of the University of Wisconsin System, through the University of Wisconsin-Madison, Illinois Institute of Technology, and Lake Forest Graduate School of Management to develop and deliver various continuing professional development courses for the District between January 1, 2015 and December 31, 2017.

On July 16, 2014, Request for Proposal 14-RFP-21R, Master Agreement for Professional Development Courses for a three-year period was publicly advertised. Two hundred seventy-nine (279) firms were notified and thirty-one (31) requested proposal documents. On August 15, 2014, the District received ten (10) responsive proposals from the following vendors: Brilljent, LLC., Communica Global, LLC., Illinois Institute of Technology, Lake Forest Graduate School of Management, MBA Project Solutions Corporation, Moraine Valley Community College, ProBizAssoc.com., Reflection Software, University of Wisconsin System, through the University of Wisconsin-Madison, and Urban GIS, Inc.

The proposals were evaluated by staff from the Human Resources, Procurement and Materials Management, Engineering and Maintenance and Operations Departments. The criteria for these evaluations were outlined in Request for Proposal 14-RFP-21R and included: understanding of the project, approach to work, technical competence, financial stability, cost of services, compliance with insurance requirements and submission of all necessary licenses and permits. Following the preliminary evaluation of proposals, three (3) proposers were deemed to be finalists and were interviewed on October 17, 2014. A solicitation was sent to each of the finalists on October 23, 2014 for an unqualified "best and final" offer. The "best and final" offers were returned to the Director of Procurement and Materials Management on October 28, 2014.

Master agreements were established for engineering professionals in 2009 and in 2011 for the non-engineering employees and have been utilized for the past five years to provide professional development courses for employees across multiple departments.

Based on the overall success of previous master agreements, the objective is to enter into agreements with both universities and Lake Forest Graduate School of Management to provide optimal flexibility in addressing the training needs of the District's professional engineering and non-engineering staff on an as-needed basis. This arrangement will not preclude obtaining training from other sources if necessary.

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The training anticipated under these agreements may include engineering and non-engineering topics such as: design and construction of wastewater collection and treatment facilities; public works construction, stormwater and floodplain management; water quality and hydrology; arc flash training; project management for engineers; sustainability; leadership; technical writing; compliance with federal and state environmental regulations; and forecasting techniques for financial/management analysts.

As specific training needs are identified, the University of Wisconsin-Madison, Illinois Institute of Technology, and Lake Forest Graduate School of Management, will be requested to submit training proposals based on a number of factors. These factors include faculty availability, areas of expertise and the desired delivery method (i.e., live instruction or video conferencing). The response to the Request for Proposal 14-RFP-21 (Re-bid) has established the cost for all such instruction.

Each purchase order awarded pursuant to this agreement will be subject to the approval of the Director of Procurement and Materials Management and the Board of Commissioners, as may be appropriate, based on the dollar value of the services. The funding for the training will be provided primarily through the departments receiving the training.

The Diversity Section reviewed the request for proposal and concluded that Appendix A should not be included because the vendors who perform these services are educational institutions.

Inasmuch as the recommended universities and Lake Forest Graduate School of Management possess a high degree of professional skill, it is recommended that the Director of Procurement and Materials Management be authorized to enter into agreements with the Board of Regents of the University of Wisconsin System, through the University of Wisconsin-Madison, Illinois Institute of Technology and Lake Forest Graduate School of Management as per Section 11.4 of the Purchasing Act.

Requested, Denice E. Korcal, Director of Human Resources

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:DEK:SOM:sb

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1316, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to amend Board Order of April 17, 2014, accepting initial annual rental bid for Contract 14-361-11 Proposal to Lease for 39 years 16.77+/- acres of District real estate located at 18500 West 9th Street in Unincorporated Lockport, Will County, Illinois; Main Channel Parcels 15.02 and 15.04 from ACL Transportation Services, LLC in the amount of \$147,200.00, Agenda Item No. 6, File No. 14-0319

Dear Sir:

At the Board meeting of April 17, 2014, the Board of Commissioners duly authorized the above-stated action, Agenda Item No. 6, File No. 14-0319. The April 17, 2014, Board Order authorized ACL Transportation Services, LLC ("ACL") to operate a barge transportation company. A lease between the District and ACL has not yet been signed due to matters involving the U.S. Army Corps of Engineers ("Corps") and its need for a staging area in the Lockport area for its Forebay Wall Project. The Corps' staging issues have now been addressed, and ACL is anxious to sign the lease and begin developing the site.

Since passage of the Order, ACL has requested to further define its permitted uses under the lease to allow it to construct a loading terminal to load barges with petroleum products and other related uses.

All other information in the transmittal letter is correct.

Therefore, it is requested that the aforesaid Board Order of April 17, 2014, be amended to effect the changes set forth above, otherwise to remain in force and effect as heretofore enacted.

Requested, Ronald M. Hill, General Counsel, RMH:SM:ss

Recommended, Darlene LoCascio, Director of Procurement and Materials Management

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1331, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to amend Board Order of September 18, 2014, for Authority to advertise Contract 15-697-11 Services of Tractors with Rotavators and Sludge Pumps with Operators, estimated cost \$1,830,000.00, Accounts 101-66000-612520, Requisition 1379120, Agenda Item No. 8, File No. 14-1049

Dear Sir:

At the Board Meeting of September 18, 2014, the Board of Commissioners duly authorized the above stated action, Agenda Item No. 8, File No. 14-1049.

Subsequent to the original authority to advertise transmittal letter, the Board of Commissioners authorized the purchase of three sludge pumps under Contract 14-608-21. These pumps, operated by the District's Hoisters, will augment lagoon pumping operations and will reduce pumping expenditures under this contract by \$125,000.00 per year, totaling \$375,000.00 for the entire 3-year contract term.

Consequently, the estimated cost of the subject contract has been reduced from \$1,830,000.00 to \$1,455,000.00.

The estimated 2015, 2016 and 2017 expenditures have been reduced from \$610,000.00, \$610,000.00 and \$610,000.00, respectively, to \$485,000.00, \$485,000.00 and \$485,000.00, respectively.

The bid deposit has been reduced from \$36,000.00 to \$29,000.00.

All other information provided in the transmittal is correct.

Therefore, it is requested that the aforesaid Board Order of September 18, 2014, be amended to effect the changes set forth above, otherwise to remain in force and effect as heretofore enacted.

Requested, Manju Prakash Sharma, Director of Maintenance and Operations, AQ:SO'C:MAG:CM:JK
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1317, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-100-11 Furnish and Deliver Automatic Samplers, estimated cost \$52,500.00, Account 101-16000-623570, Requisition 1387993

Dear Sir:

Contract documents and specifications have been prepared to furnish and deliver automatic samplers for the Industrial Waste Division (IWD) of the Monitoring and Research Department at the Lue-Hing Research and Development Complex.

This contract is required to obtain automatic samplers, which are used by IWD to collect samples of discharges from industrial facilities and other locations in the Cook County area. The equipment will be used by IWD personnel at the Terrence J. O'Brien Water Reclamation Plant (WRP), Stickney WRP and Calumet WRP.

The new samplers will replace older units that are broken beyond repair or obsolete. These older units will be retained for spare parts and used as emergency back-up devices. With the new automatic samplers, sampling can be conducted during non-working hours, and personnel need not be present to continuously monitor discharges from various locations.

The estimated cost for this contract is \$52,500.00.

The bid deposit for this contract is \$2,625.00.

The Multi-Project Labor Agreement is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

The tentative schedule for this contract is as follows:

Advertise	January 7, 2015
Bid Opening	January 27, 2015
Award	February 19, 2015
Completion	March 27, 2015

Funds are being requested in Account 101-16000-623570 and are contingent on the Board of Commissioners' approval of the District's budget for 2015.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be

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authorized to advertise Contract 15-100-11.

Requested, Thomas C. Granato, Director of Monitoring and Research, TCG:MPC:KB:mh

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1326, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 09-182-3E D799 Switchgear Replacement, Stickney WRP, estimated cost \$7,500,000.00, Account 401-50000-645650, Requisition 1387568

Dear Sir:

Contract documents and specifications have been prepared for Contract 09-182-3E D799 Switchgear Replacement, Stickney WRP.

The purpose of this project is to replace medium voltage switchgear and cables at Stickney WRP. The existing switchgear is over 35 years old and has had two failures. Recent inspection and testing of cables revealed the potential of an incipient failure of the cable. Replacement of the switchgear will improve reliability and reduce risk of failure and provide enhanced safety features. Therefore, the increased risk of failure necessitates replacement to ensure appropriate level of service and avoid a catastrophic failure.

The project consists of the following:

1. Replace existing medium voltage switchgear in D799 with arc resistant switchgear.
2. Replace medium voltage feeder and service cables.
3. Construct arc blast walls in electrical manhole EMH-1.
4. Provide air handling unit for D799.
5. Associated civil, mechanical, structural, and architectural work.

It is estimated that 75 jobs will be associated with the award of this contract with an estimated 16,543 man-hours of skilled trades utilized.

The estimated cost for this contract is \$7,500,000.00.

The bid deposit for this contract is \$200,000.00.

The contract specifications require that all work shall be completed within 1,095 calendar days after approval of the contractor's bond. Liquidated damages are \$1,000.00 for each calendar day that the contractor is in default of the time specified for failing to achieve substantial work completion and \$200.00 for each calendar day that the contractor is in default of the time specified for completion of the entire work.

An IEPA Construction permit is required for this project and the application has been submitted to the IEPA for approval.

The Multi-Project Labor Agreement will be included in this contract.

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The Affirmative Action Interim Ordinance Appendix D will be included in this contract. The type of work to be performed under the contract is within the "Electrical" category for establishing Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE) and/or Small Business Enterprises (SBE) utilization goals. The MBE, WBE, and/or SBE utilization goals for this contract are: 13% MBE, 7% WBE, and 10% SBE.

The tentative schedule for this contract is as follows:

Advertise	December 16, 2014
Bid Opening	January 27, 2015
Award	April 2, 2015
Completion	April 1, 2018

Funds are available in Account 401-50000-645650.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 09-182-3E.

Requested, Catherine A. O'Connor, Director of Engineering, MVL:GG

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1329, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-927-11 Furnish and Deliver Parts and Repairs for PLC Modules, estimated cost \$45,000.00, Accounts 101-69000-612650/623070, Requisition 1384626

Dear Sir:

Contract documents and specifications have been prepared for Contract 15-927-11 Furnish and Deliver Parts and Repairs for PLC Modules, estimated cost \$45,000.00, at the request of the Maintenance and Operations Department.

The purpose of this recurring contract is to procure parts and specialized repairs for programmable logic controller (PLC) modules for a three-year period.

The estimated cost for this contract is \$45,000.00. The estimated 2015, 2016 and 2017 expenditures are \$15,000.00, \$15,000.00 and \$15,000.00, respectively.

The bid deposit for this contract is \$1,000.00.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because the classification of work does not fall within the provisions of the MPLA.

The Affirmative Action Interim Ordinance Appendix D will not be included in this contract because the estimate is less than the minimum threshold established by Section 4 of the Affirmative Action Interim Ordinance.

The tentative schedule for this contract is as follows:

Advertise	January 7, 2015
Bid Opening	January 27, 2015
Award	February 19, 2015
Completion	December 31, 2017

Funds are being requested in 2015, in Accounts 101-69000-612650/623070 and are contingent on the Board of Commissioners' approval of the District's budget for that year. Funds for subsequent years, 2016 and 2017, are contingent on the Board of Commissioners' approval of the District's budget for those years.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 15-927-11 .

Requested, Manju Prakash Sharma, Director of Maintenance and Operations, AQ:SO'C:MAG:CM:JK

File #: 14-1329, **Version:** 1

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

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Chicago, IL 60611

Legislation Text

File #: 14-1330, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-988-11, Inspection, Testing and Repair of Railroad Crossing Signal Systems, estimated cost \$69,000.00, Account 101-69000-612670, Requisition 1385792

Dear Sir:

Contract documents and specifications have been prepared for inspection, testing and repair of railroad crossing signal systems, at the request of the Maintenance and Operations Department.

The purpose of this contract is to provide all material, qualified labor, equipment, appurtenances, supervision and transportation required to maintain the Harlem Avenue Solids Management Area (HASMA), Global Crossing and Ridgeland Avenue railroad grade crossing signal systems.

The estimated cost for this contract is \$69,000.00. The estimated 2015, 2016 and 2017 expenditures are \$23,000.00, \$23,000.00 and \$23,000.00, respectively.

The bid deposit for this contract is \$3,400.00.

The Multi-Project Labor Agreement (MPLA) will not be included in this contract because of the specialized nature of the work.

The Affirmative Action Interim Ordinance Appendix D will not be included in this contract because the estimate is less than the minimum threshold established by Section 4 of the Affirmative Action Ordinance.

It is estimated that the contract will employ two personnel.

The tentative schedule for this contract is as follows:

Advertise	December 17, 2014
Bid Opening	January 6, 2015
Award	January 22, 2015
Completion	December 31, 2017

Funds are being requested in 2015, in Account 101-69000-612670, and are contingent on the Board of Commissioners' approval of the District's budget for that year. Funds for subsequent years, 2016 and 2017, are contingent on the Board of Commissioners' approval of the District's budget for those years.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 15-988-11.

Requested, Manju P. Sharma, Director of Maintenance and Operations, AQ:SO'C:MAG:CM:PLM

File #: 14-1330, **Version:** 1

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1352, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-012-11 Furnish and Deliver Paint, Brushes, Solvents and Stains to Various Locations for a One (1) Year Period, estimated cost \$47,000.00, Account 101-20000-623190

Dear Sir:

Contract documents and specifications have been prepared to furnish and deliver paint, brushes, solvents and stains to various locations for a one (1) year period, beginning approximately March 1, 2015 and ending February 29, 2016.

The purpose of this contract is to furnish and deliver paint, brushes, solvents and stains, to be stored in the District's storerooms, that are required for the day to day operations of the District.

The estimated cost for this contract is \$47,000.00.

No bid deposit is required for this contract.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

The tentative schedule for this contract is as follows:

Advertise	December 3, 2014
Bid Opening	January 6, 2015
Award	February 5, 2015
Completion	February 29, 2016

Funds are being requested in 2015, in Account 101-20000-623190, and are contingent on the Board of Commissioners' approval of the District's budget for that year.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 15-012-11.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:MB:jt
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

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Legislation Text

File #: 14-1353, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 15-002-11 Furnish and Deliver Cylinder Gases and Bulk Liquid Argon to Various Locations for a One (1) Year Period, estimated cost \$30,300.00, Account 101-20000-623840

Dear Sir:

Contract documents and specifications have been prepared to Furnish and Deliver Cylinder Gases and Bulk Liquid Argon to Various Locations for a One (1) Year Period, beginning approximately March 1, 2015 and ending February 29, 2016.

The purpose of this contract is to furnish and deliver cylinder gases and bulk liquid argon, to the District's storeroom, to maintain sufficient inventory levels, that are required for the day to day maintenance needs of the District.

The estimated cost for this contract is \$30,300.00.

There are no bid deposits required for this contract.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

The tentative schedule for this contract is as follows:

Advertise	December 10, 2014
Bid Opening	January 6, 2015
Award	February 5, 2015
Completion	February 29, 2016

Funds are being requested in 2015, in Account 101-20000-623840, and are contingent upon the Board of Commissioners' approval of the District's budget for that year.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 15-002-11.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:MB:dp
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1327, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order to CDW-Government LLC to Furnish and Deliver VMware Software, Support and Subscription, in an amount not to exceed \$103,631.92, Accounts 101-27000-612820, 623800, Requisition 1383586

Dear Sir:

Authorization is requested to issue a purchase order to CDW-Government LLC to furnish and deliver VMware Software, Support and Subscription to the District. Software license coverage is for a 12-month period beginning November 5, 2014 through November 4, 2015.

On February 22, 2012, the County of Cook advertised a Request for Proposal (RFP) for "13-28-026 -Computer Hardware, Software and Services" in collaboration with the City of Chicago. Multiple responses were received by the proposal due date of April 6, 2012. CDW Government LLC was awarded the three-year contract effective May 15, 2013, with an option to extend the contract for two additional one-year terms. Article 10) General Conditions, Section j) "Governmental Joint Purchasing Agreement," allows other government agencies to purchase goods or services under this contract.

CDW Government LLC has submitted prices for the VMWare Software, Support and Subscription, per the established contract discount percentages. Inasmuch as CDW Government LLC is the only source of supply for the VMWare Software, Support and Subscription, under the County's contract said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

CDW-Government LLC is registered and in good standing with the State of Illinois.

The Multi-Project Labor Agreement is not applicable to this contract because it is primarily a furnish and deliver contract.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue said purchase order to CDW-Government LLC in an amount not to exceed \$103,631.92.

Funds are available in Accounts 101-27000-612820, 623800.

Requested, Ellen Barry, Acting Director of Information Technology, EB:RP:ML
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1328, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order to Aerico, Inc. to Furnish and Deliver APC replacement batteries in an amount not to exceed \$24,946.40, Account 101-27000-634990, Requisition 1383584

Dear Sir:

Authorization is requested to issue a purchase order to Aerico, Inc. to furnish and deliver APC replacement batteries to the Main Office Annex. All parts will be delivered by December 31, 2014.

Aerico, Inc., the manufacturer and sole source of supply, has submitted prices for the APC replacement batteries and equipment required. Inasmuch as Aerico, Inc. is the only source of supply for the APC replacement batteries, and which includes installation and disposal of the used batteries, said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

Aerico, Inc. is registered and in good standing with the State of Illinois.

The Multi-Project Labor Agreement is not applicable to this contract because it is primarily a furnish and deliver contract.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue a purchase order to Aerico, Inc. in an amount not to exceed \$24,946.40.

Funds are available in Account 101-27000-634990.

Requested, Ellen Barry, Acting Director of Information Technology, EB:RP:RD

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1337, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue a purchase order and enter into an agreement with the law firm of Schuyler, Roche & Crisham, P.C. to represent the District in the matter of Sandra Hernandez, as the Special Administrator of the Estate of Gustavo Briceno, deceased v. City of Chicago and Metropolitan Water Reclamation District of Greater Chicago, Case No. 14 L 008944, in an amount not to exceed \$75,000.00, Account 101-30000-601170, Requisition 1388446

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with the law firm of Schuyler, Roche & Crisham, P.C. to represent the Metropolitan Water Reclamation District of Greater Chicago ("District") in a wrongful death suit arising out of the performance of Kenny Construction Company's contract with the City of Chicago for the lining of City sewers appurtenant to the District's collection system. Plaintiff's complaint alleges that on or before September 18, 2013, her husband, Gustavo Briceno, was employed by Kenny Construction Company on a City sewer lining project in the vicinity of 3032 North Rockwell Avenue when water unexpectedly filled the area where he was working, ultimately causing his death. The complaint further alleges that the District was guilty of numerous acts of willful and wanton conduct relating to failure to supervise the sewer lining program and coordinate with the City as well as failure to ensure that the District's TARP structures were working properly.

Time is of the essence in securing experienced counsel to defend the District in the wrongful death suit. Gerald T. Rohrer, Jr. and the law firm of Schuyler, Roche & Crisham, P.C. have extensive experience in this type of matter and are highly qualified to represent the District's interests. Mr. Rohrer has an outstanding familiarity with the District's infrastructure and operations based upon his extensive representation of the District under insurance company referrals arising out of personal injury and wrongful death lawsuits. In particular, Mr. Rohrer has enjoyed considerable success on behalf of the District in the Circuit Court of Cook County and the Illinois Appellate and Supreme Courts in similar matters, including wrongful death cases. The District's Law Department will actively assist Mr. Rohrer in the investigation of the underlying incident and provide litigation and technical support in defending against the wrongful death lawsuit.

As the law firm of Schuyler, Roche & Crisham, P.C. possesses a high degree of professional experience and skill, such action may be taken without competitive bidding in accordance with Section 11.4 of the MWRD Purchasing Act.

Therefore, it is requested that the Board of Commissioners authorize the retention of the law firm of Schuyler, Roche & Crisham, P.C. at the rate of \$250.00 per hour for partners, \$185.00 per hour for associates and \$90.00 per hour for paralegals, to represent the District in the matter of Sandra Hernandez, as the Special Administrator of the Estate of Gustavo Briceno, deceased v. City of Chicago and Metropolitan Water Reclamation District of Greater Chicago, Case No. 14 L 008944 in an amount not to exceed \$75,000.00.

Funds are available in Account 101-30000-601170.

File #: 14-1337, **Version:** 1

Requested, Ronald M. Hill, General Counsel, RMH:LLD:JJZ:EMA:TN:crb

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1347, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement for Contract 15-RFP-02 State Legislative Liaison Consulting Services, with Kevin J. Fitzpatrick in an amount not to exceed \$102,000.00, Account 101-15000-601170, Requisition 1388009

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Kevin J. Fitzpatrick.

This Request for Proposal is for services of a legislative consultant to serve as the District's legislative liaison and work with staff to develop and present the District's annual state legislative program.

Contract 15-RFP-02 was advertised on July 30, 2014. Eighty-one (81) firms were notified, with twelve (12) requesting proposals. One (1) bid proposal was received on August 29, 2014 from Kevin J. Fitzpatrick.

The sole proposal was reviewed and evaluated by a panel consisting of one (1) representative from General Administration, one (1) representative from the Law Department, and one (1) representative from the Department of Procurement & Materials Management. The proposal was rated on understanding and approach to the scope of work, consultant technical qualifications, and cost of services.

Mr. Fitzpatrick's knowledge of the District's needs, goals, and objectives, and his experience with the legislative process of the Illinois General Assembly make him the best choice for the District. In addition, the District is the only client Mr. Fitzpatrick will represent for this type of service.

The agreement will begin on January 1, 2015 and continue through December 31, 2015. There is an option to extend the services for two (2) additional one-year periods using the same monthly fees stated in the best and final offer. The monthly rate must remain fixed during the contract period. The option to extend is at the sole discretion of the District and will be approved by the Board of Commissioners.

Inasmuch as Kevin J. Fitzpatrick possesses a high degree of professional skill, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement per Section 11.4 of the Purchasing Act, in an amount not to exceed \$102,000.00.

Funds are being requested in 2015 in Account 101-15000-601170 and are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Eileen M. McElligott, Administrative Services Manager, BKS:SL:WG
Recommended, Darlene A. LoCascio, Director of Procurement & Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board

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of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1348, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement for Contract 15-RFP-01, Perform Federal Legislative Consulting Services, with Carmen Group, Inc., in an amount not to exceed \$417,600.00, Account 101-15000-601170, Requisition 1388008

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Carmen Group, Inc.

This request for proposal is to retain the services of a legislative consulting firm in order to pursue federal funding for District programs and develop strategies to achieve objective in relation to Federal regulations that may impact the District.

Contract 15-RFP-01 was advertised on June 18, 2014. Seventy-eight (78) firms were notified, with twenty-one (21) requesting proposals. Four (4) bid proposals were received on July 25, 2014 from Carmen Group, Inc., Holland & Knight LLP, Keller McIntyre & Associates, and MBA Project Solutions Corporation.

The four (4) proposals were reviewed and evaluated by a panel consisting of one (1) representative from General Administration, one (1) representative from the Law Department, and one (1) representative from the Department of Procurement & Materials Management. Each department provided one (1) review for each firm.

The proposals were reviewed on the criteria stated in the RFP, such as understanding and approach to the scope of work, consultant technical qualifications, cost of services, financial stability, affirmative action participation, and insurance requirements. Following the panel's evaluation, two (2) firms were selected to give a presentation, respond to questions, and provide their best and final offer on cost to the District.

Based on the technical proposals and the interviews, Carmen Group, Inc. (Carmen Group) is ranked higher than the other proposers. Carmen Group's knowledge of the District's needs, goals and objectives, and their experience with the legislative process on a federal level, qualifies them as the most appropriate choice for the District. Furthermore, only Carmen Group submitted a best and final offer on cost to the District.

The District's goals for this request for proposal are twenty (20) percent Minority Business Enterprise (MBE), ten (10) percent Women Business Enterprise (WBE), and ten (10) percent Small Business Enterprise (SBE). Carmen Group has offered ten (10) percent WBE participation in Appendix A by utilizing A. LaVelle Consulting Services as a WBE firm. The Diversity Section has reviewed the Appendix A submittal of Carmen Group and has indicated that they have undertaken a good faith effort to meet the requirements of Appendix A.

The agreement will begin on January 1, 2015 and continue through December 31, 2015. There is an option to extend the services for two (2) additional one-year periods using the same monthly fees stated in the best and final offer. The monthly rate must remain fixed during the contract period. The option to extend is at the sole

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discretion of the District and will be approved by the Board of Commissioners.

Inasmuch as Carmen Group possesses a high degree of professional skill to provide the services required, it is recommended that the Director of Procurement & Materials Management be authorized to issue a purchase order and enter into an agreement per Section 11.4 of the Purchasing Act, in an amount not to exceed \$417,600.00.

Carmen Group is not authorized to transact business in Illinois, but is currently active and incorporated in the District of Columbia. The Department of Procurement & Materials Management has received approval from the Executive Director to move forward with the recommendation to award.

Funds are being requested in 2015 in Account 101-15000-601170 and are contingent on the Board of Commissioner's approval of the District's budget for that year.

Requested, Eileen M. McElligott, Administrative Services Manager, BKS:SL:WG
Recommended, Darlene A. LoCascio, Director of Procurement & Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1355, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 14-474-11, Furnish and Deliver One-Year Site License Software Maintenance Renewal of FileMaker Pro Software to the MWRDGC, to KOI Computers, Inc., in an amount not to exceed \$29,578.50, Account 101-27000-612820, Requisition 1381928

Dear Sir:

On September 18, 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids Contract 14-474-11, Furnish and Deliver One-Year Site License Software Maintenance Renewal of FileMaker Pro Software to the MWRDGC.

In response to a public advertisement of October 15, 2014 a bid opening was held on October 28, 2014. The bid tabulation for this contract is:

SHI INTERNATIONAL CORPORATION	\$29,565.00
KOI COMPUTERS, INC.	\$29,578.50
SOFTCHOICE CORPORATION	\$30,725.00
CDW GOVERNMENT, INC.	\$31,158.00

Six hundred seventeen (617) companies were notified of this contract being advertised and ten (10) companies requested specifications.

The low bid, submitted by SHI International Corporation, included additional terms and conditions which are not acceptable to the District. Therefore, the bid is considered non-responsive and rejected in the public's best interest. The Director of Procurement and Materials Management has notified SHI International Corporation of this action.

KOI Computers, Inc., the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$31,050.00, placing the bid of \$29,578.50, approximately 4.7 percent below the estimate.

The Multi-Project Labor Agreement was not included in this contract because it is primarily a furnish and deliver contract.

The Affirmative Action Interim Ordinance Appendix D was not included in this contract because it is primarily a furnish and deliver contract.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order for Contract 14-474-11 to KOI Computers, Inc., in an amount not to exceed \$29,578.50.

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There was no bid deposit for this contract.

Funds for the 2014 expenditure of \$29,578.50 are available in Account 101-27000-612820.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:cm
Respectfully Submitted, Barbara J. McGowan, Chairman, Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board
of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1359, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 14-045-11 to Sun-Times Media Productions, LLC, to Publish Invitations to Bid for Contracts, Legal Notices for Original Entrance and Promotional Civil Service Examinations, and Other Legal Notices for a One-Year Period, in an amount not to exceed \$58,100.00, Account 101-20000-612360, Requisition 1384301

Dear Sir:

On September 4, 2014 the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 14-045-11, Publish Invitations to Bid for Contracts, Legal Notices for Original Entrance and Promotional Civil Service Examinations, and Other Legal Notices for a One-Year Period.

In response to a public advertisement of October 1, 2014, a bid opening was held on October 14, 2014. The bid tabulation for this contract is:

SUN-TIMES MEDIA PRODUCTIONS, LLC	\$58,100.00
TRIBUNE PUBLISHING COMPANY, LLC	\$70,000.00

Forty-two (42) companies were notified of this contract being advertised and five (5) companies requested specifications.

Sun-Times Media Productions, LLC, the lowest responsible bidder, is proposing to perform the contract in accordance with specifications. The estimated cost for this contract was \$75,000.00, placing the bid of \$58,100.00 approximately 22.5 percent below the estimate.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 14-045-11, to Sun-Times Media Productions, LLC, in an amount not to exceed \$58,100.00. A purchase order will be issued for the services as required. Payment will be based on the unit cost as indicated in the contract documents.

Funds are available in Account 101-20000-612360.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:np
Respectfully Submitted, Barbara J. McGowan, Chairman, Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1375, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 14-802-21, Furnish and Deliver a Four-Wheel Drive, One Ton, Crew Cab Pickup Truck to the Prairie Plan Site in Fulton County, Illinois, to Sutton Ford, Inc., in an amount not to exceed \$36,818.30. Account 201-50000-634860, Requisition 1351605

Dear Sir:

On June 5, 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 14-802-21, Furnish and Deliver a Four-Wheel Drive, One Ton, Crew Cab Pickup Truck to the Prairie Plan Site in Fulton County, Illinois.

In response to a public advertisement of July 23, 2014, a bid opening was held on August 5, 2014. The bid tabulation for this contract is:

SUTTON FORD, INC.	\$36,818.30
-------------------	-------------

One hundred forty-four (144) companies were notified of this contract being advertised and eight (8) companies requested specifications.

The Director of Procurement and Materials Management has reviewed the bidders' list for this contract, and is satisfied that the market for this service has been adequately solicited. A planholders' survey revealed the following reasons for not bidding: the bidding period was too short; and the specifications of the contract were too specific. In light of these findings, the Director of Procurement and Materials Management is of the opinion that the bid received is a fair and reasonable price, and nothing would be gained by rejecting the sole bid and re-advertising this contract.

Sutton Ford, Inc., the sole bidder, complies with all of the terms and specifications of the contract. The estimated cost for this contract is \$30,000.00, placing the bid of \$36,818.30 approximately 22.7 percent above the estimate.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

The Multi-Project Labor Agreement was not included in this contract because it is primarily a furnish and deliver contract.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order for Contract 14-802-21 to Sutton Ford, Inc., in an amount not to exceed \$36,818.30.

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The truck, specified under this contract, shall be furnished and delivered within 120 calendar days after mailing of the purchase order.

The bid deposit, in the amount of \$300.00, will be retained in lieu of a performance bond, which is satisfactory to the Law Department and approved by the Director of Procurement and Materials Management.

Funds are available in Account 201-50000-634860.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management DAL:SEB:cm
Respectfully Submitted, Barbara J. McGowan, Chairman, Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1351, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 04-128-3P, Westside Primary Settling Tanks 1-9 and Aerated Grit Facility at the Stickney Water Reclamation Plant, to IHC Construction Companies and F.H. Paschen, S.N. Nielsen Joint Venture, in an amount not to exceed \$224,760,000.00, plus a five (5) percent allowance for change orders, in an amount of \$11,238,000.00, for a total amount not to exceed \$235,998,000.00. Accounts 401-50000-645650, 645680 and 645780 Requisition 1379868

Dear Sir:

On June 5, 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 04-128-3P, Westside Primary Settling Tanks 1-9 and Aerated Grit Facility at the Stickney Water Reclamation Plant.

On September 4, 2014, the Board of Commissioners approved an increase to the cost estimate from \$198,571,643.00 to \$206,457,683.00.

In response to a public advertisement of July 9, 2014, a bid opening was held on October 7, 2014. The bid tabulation for this contract is:

IHC CONSTRUCTION AND F.H. PASCHEN, S.N. NIELSEN JOINT VENTURE	\$224,760,000.00
WALSH/II IN ONE JOINT VENTURE XI	\$241,500,000.00
JAMES MCHUGH CONSTRUCTION COMPANY	\$257,641,283.00
ALBERICI/KENNY A JOINT VENTURE	\$279,900,000.00
KIEWIT INFRASTRUCTURE COMPANY	\$287,000,000.00

Five hundred ninety-seven (597) companies were notified of this contract being advertised and one hundred forty-two (142) companies requested specifications.

IHC Construction Companies and F.H. Paschen, S.N. Nielsen Joint Venture, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$206,457,683.00, placing the bid of \$224,760,000.00, approximately 8.9 percent above the estimate.

IHC Construction Companies and F.H. Paschen, S.N. Nielsen Joint Venture, is in compliance with the Affirmative Action Interim Ordinance Appendix D as indicated on the attached report. The Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Small Business Enterprise (SBE) utilization goals for this contract are 20 percent MBE, 10 percent WBE and the bidder offers MBE and WBE credits to satisfy SBE participation.

IHC Construction Companies and F.H. Paschen, S.N. Nielsen Joint Venture, has executed the Multi-Project

File #: 14-1351, **Version:** 1

Labor Agreement (MPLA) certificate as required. It is anticipated that all construction trades will be utilized under this contract except asbestos abatement, lathers, elevator constructors, marble & terrazzo masons, marble & terrazzo finishers, sprinkler fitters and boilermakers. The list of construction trades is not intended to confer any rights or jurisdiction upon any union or unions.

The contract will require approximately two thousand two hundred forty-eight (2,248) people for the services.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 04-128-3P to IHC Construction Companies and F.H. Paschen, S.N. Nielsen Joint Venture, in an amount not to exceed \$224,760,000.00, plus a five (5) percent allowance for change orders, in an amount of \$11,238,000.00, for a total amount not to exceed \$235,998,000.00, subject to the contractor furnishing a performance bond in form satisfactory to the Law Department and approved by the Director of Procurement and Materials Management.

The estimated completion date is within 1,200 calendar days after approval of Contractor's Bond.

Funds are available in Accounts 401-50000-645650, 645680 and 645780.

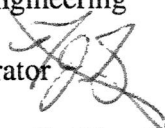
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:cm
Respectfully Submitted, Barbara J. McGowan, Chairman, Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachments

Inter Office Memorandum
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DEPARTMENT: General Administration/
Diversity Section **Date:** October 21, 2014

TO: Dr. Catherine O'Connor, Director of Engineering

FROM: Thomas J. Savage, Diversity Administrator 

SUBJECT: **Contract 04-128-3P, Westside Primary Settling Tanks 1-9 and Aeration Grit Facility, Stickney Water Reclamation Plant**

LOW BIDDER: **IHC Construction and F. H. Paschen, S.N. Nielsen, Joint Venture**

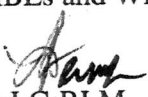
The low bidder, IHC Construction and F.H. Paschen, S. N. Nielsen, Joint Venture has submitted company information and "MBE/WBE/SBE Verification Forms" for the firms identified on the subject contract's Affirmative Action Utilization Plan.

The Minority, Women and Small Business Enterprise goals for the above contract are 20% MBE, 10% WBE and 10% SBE. According to the contractors Utilization Plan, the low bidder has committed to the following goals:

<u>MBE</u>	<u>WBE</u>	<u>SBE</u>
20%	10%	*

Therefore, the low bidder, IHC Construction and F.H. Paschen, S.N. Nielsen, Joint Venture is in apparent compliance with the requirements of Affirmative Action Interim Ordinance Appendix D.

* MBEs and WBEs are SBEs


TJS:LG:RLM
attachments

Cc: Darlene A. LoCascio, Shields-Wright, Schrean, File (2)

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE, WBE, SBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(s); WBE - Section 5(cc); SBE - Section 5(w).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-5 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: UAC Construction and E.H. Paschen, S.W. Nielsen Joint Venture

Contract No.: 04-128-312

Affirmative Action Contact & Phone No.: Walter P. Dwyer / 847-742-1516

Total Bid: 224,760,000

MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

TOTAL
BID

MBE

WBE

SBE

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

MBE UTILIZATION

Name of MBE and contact person: Express Electric Supply, LLC, Rodney Thompson
 Business Phone Number: 708.478.5320
 Address: 11535 W. 183rd Place., Orland Park, IL
 Description of Work, Services or Supplies to be provided: Furnish and deliver various electrical materials
 CONTRACT ITEM NO.: Division 16- Electrical
 Dollar Amount Participation: 5,000,000

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☒
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

MBE UTILIZATION

Name of MBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____

 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

MBE UTILIZATION

Name of MBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____

 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

MBE UTILIZATION

Name of MBE and contact person: Truck King Hauling Contractors, Jesus Suazamede
 Business Phone Number: 773. 847. 6000
 Address: 4722 S. Spaulding, Chgo, IL
 Description of Work, Services or Supplies to be provided: Provide trucking and disposal of excess dirt
 CONTRACT ITEM NO.: Division 2 - Site Construction
 Dollar Amount Participation: 1,250,000

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☒ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

MBE UTILIZATION

Name of MBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____

 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

MBE UTILIZATION

Name of MBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____

 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐ YES

☐ NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

MBE UTILIZATION

Name of MBE and contact person: W.B.F. Construction, Inc., Jameel Ervin

Business Phone Number: 713.617.4886

Address: 8339 S. Winchester, Chgo, IL

Description of Work, Services or Supplies to be provided: F & I Masonry

CONTRACT ITEM NO.: Division 4 - Masonry

Dollar Amount Participation: \$ 9,581,000

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

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YES

☒
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

MBE UTILIZATION

Name of MBE and contact person: Brandenburg Plumbing, Keith Brandenburg

Business Phone Number: 773. 779. 8350

Address: 3245 W. 111th St., Chicago, IL

Description of Work, Services or Supplies to be provided: _____

F & T Plumbing

CONTRACT ITEM NO.: Division 15 - Mechanical

Dollar Amount Participation: \$ 2,925,620

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

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YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

MBE UTILIZATION

Name of MBE and contact person: Sachi Construction, Rohit Patel
 Business Phone Number: 847. 806. 3600
 Address: 1510 Midway Ct, Elk Grove Village IL
 Description of Work, Services or Supplies to be provided: F&I Equipment, F&I Site Utilities
 CONTRACT ITEM NO.: DIVISION 11 - Equipment, Division 2
 Dollar Amount Participation: 26,000,000

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

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YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

MBE UTILIZATION

Name of MBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

MBE UTILIZATION

Name of MBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (v)

WBE UTILIZATION

Name of WBE and contact person: Great Lakes Metal Corp., Donna Herpich
 Business Phone Number: 708. 430. 0500
 Address: 8920 S. Octavia, Bridgeview, IL 60455
 Description of Work, Services or Supplies to be provided: Furnish piles, steel H-sections
 CONTRACT ITEM NO.: Division 2 - Site Construction
 Dollar Amount Participation: \$2,500,000-

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

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YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

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YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

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YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

WBE UTILIZATION

Name of WBE and contact person: M.A. Steel Erectors, Theresa Kern
 Business Phone Number: 708.597.5810
 Address: 6508 W. 126th Place, Palos Hts. IL
 Description of Work, Services or Supplies to be provided: F&I Reinforcing Steel
 CONTRACT ITEM NO.: Division 3- Concrete
 Dollar Amount Participation: \$16,252,840-

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☒
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

WBE UTILIZATION

Name of WBE and contact person: Vixen Construction, Rita Fox

Business Phone Number: 708. 728. 1950

Address: 7600 W. 79th St., Bridgeview, IL

Description of Work, Services or Supplies to be provided: F&I Site Concrete

CONTRACT ITEM NO.: Division 2- Site Construction

Dollar Amount Participation: 1,482,000

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

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YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

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YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

WBE UTILIZATION

Name of WBE and contact person: Crown Painting, Eve Converse
 Business Phone Number: 708. 478. 0505
 Address: 11500 Abbey Rd., Mokena IL
 Description of Work, Services or Supplies to be provided: F&E Painting
 CONTRACT ITEM NO.: Division 9. Finishes
 Dollar Amount Participation: 420,000

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☒
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Interim Ordinance Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) - (c) (v)

WBE UTILIZATION

Name of WBE and contact person: Evergreen Supply Co., Colleen Kramer
 Business Phone Number: 773.575.4750
 Address: 9901 S. Torrence Ave., Chicago, IL
 Description of Work, Services or Supplies to be provided: Furnish and deliver various electrical materials
 CONTRACT ITEM NO.: Division 16 - Electrical
 Dollar Amount Participation: 1,660,000

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☒
YES

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NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

WBE UTILIZATION

Name of WBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

(Attach additional sheets as needed)

SBE UTILIZATION

Name of SBE and contact person: Express Electric Supply, LLC, Rodney Thompson
 Business Phone Number: 708.478.5330
 Address: 11535 W. 183rd Pl., Orland Park, IL
 Description of Work, Services or Supplies to be provided: Furnish and deliver various electrical materials
 CONTRACT ITEM NO.: Division 16- Electrical
 Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: Truck King Hauling Contractors, Jesus Suarezmeda
 Business Phone Number: 773. 847. 6000
 Address: 4722 S. Spaulding, Chgo, IL
 Description of Work, Services or Supplies to be provided: Provide trucking and disposal
 CONTRACT ITEM NO.: Division 2 - Site Construction
 Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATIONName of SBE and contact person: W.B.F. Construction Inc, Jamarl ErvinBusiness Phone Number: 773. 617. 4886Address: 8339 S. Winchester, Chgo, ILDescription of Work, Services or Supplies to be provided: F.I. MasonryCONTRACT ITEM NO.: Division 4- masonry

Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: Brandenburger Plumbing, Keith Brandenburger
 Business Phone Number: 773.779.8350
 Address: 3245 W. 111th St., Chgo, IL
 Description of Work, Services or Supplies to be provided: F&I Plumbing
 CONTRACT ITEM NO.: Division 15-Mechanical
 Dollar Amount Participation: \$ 2,925,620-

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: Sachi Construction, Rohit Patel
 Business Phone Number: 847.806.3600
 Address: 1510 Midway Ct, Elk Grove Village, IL
 Description of Work, Services or Supplies to be provided: F&I Equipment
 CONTRACT ITEM NO.: Division 11 - Equipment
 Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____

 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____

 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

SBE UTILIZATION

Name of SBE and contact person: Great Lakes Metal Corp., Donna Herpich
 Business Phone Number: 708. 430. 0500
 Address: 8920 S. Octavia, Bridgeview, IL
 Description of Work, Services or Supplies to be provided: Furnish piles, steel H-sections
 CONTRACT ITEM NO.: Division 2 - Site Construction
 Dollar Amount Participation: \$ 2,500,000

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

SBE UTILIZATION

Name of SBE and contact person: _____
 Business Phone Number: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!

SBE UTILIZATIONName of SBE and contact person: M.A. Steel Erectors, Theresa KernBusiness Phone Number: 708. 597. 5810Address: 6508 W. 126th Place, Palos Hts. IL

Description of Work, Services or Supplies to be provided: _____

F&I Reinforcing SteelCONTRACT ITEM NO.: Division 3 - ConcreteDollar Amount Participation: \$16,252,840-

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid.

SBE UTILIZATIONName of SBE and contact person: Vixen Construction, Rita FoxBusiness Phone Number: 708. 728. 1950Address: 7600 W. 79th St., Bridgeview, ILDescription of Work, Services or Supplies to be provided: F.I. Site ConcreteCONTRACT ITEM NO.: DIVISION 2- Site ConstructionDollar Amount Participation: 1,482,000

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATIONName of SBE and contact person: Crown Painting, Eve ConversaBusiness Phone Number: 708.478.0505Address: 11500 Abbey Rd, Mokena, IL

Description of Work, Services or Supplies to be provided: _____

F&F PaintingCONTRACT ITEM NO.: Division 9- FinishesDollar Amount Participation: 420,000

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATIONName of SBE and contact person: Evergreen Supply Co., Colleen KramerBusiness Phone Number: 773. 375. 4750Address: 9901 S. Torrance Ave., Chgo, IL

Description of Work, Services or Supplies to be provided: _____

Furnish and deliver various electrical materialsCONTRACT ITEM NO.: Division 16 - ElectricalDollar Amount Participation: 1,660,000

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!!

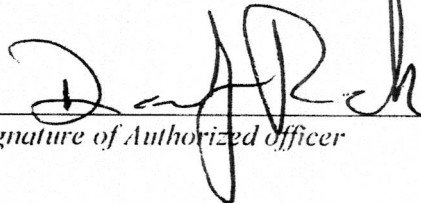
SIGNATURE SECTION

On Behalf of The Construction and E.H. Paschen, S.W. Nielsen Joint Venture I/We hereby acknowledge that
(name of company)

I/WE have read Appendix D, will comply with the provisions of Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

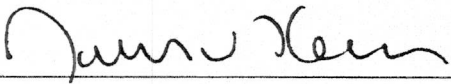
I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

7 October 2014
Date


Signature of Authorized officer

ATTEST:

David J. Rock, Chairman of the Management Committee
Print name and title


Secretary
 James V. Blair, Representative of the
 Management Committee

847-742-1514
Phone number

1) The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.

2) Failure to do so will result in a nonresponsive bid and rejection of the bid.

3) If a waiver is requested, the bidder must also complete the following "WAIVER REQUEST FORM."

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid !!

West Side Primary Settling Tanks 1-9 and Aerated Grit Facility, SWRP

Project Number: 04-128-3P

Service Area: Stickney

Location: Stickney WRP

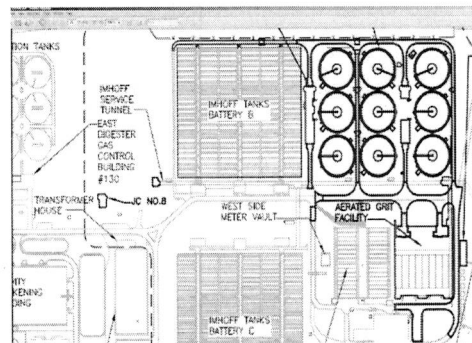
Engineering Consultant: Greeley & Hansen

General Contractor: To be determined

Estimated Construction Cost: \$206,458,000

Contract Award Date: November 6, 2014*

Substantial Completion Date: March 3, 2018*



Project Description: Construction of nine Primary Settling Tanks (PSTs) of 160-foot diameter and six 132-foot long aerated grit tanks, associated support facilities, service tunnels, and conduits. The aerated grit facility will include shaftless-screw conveyors, centrifugal and airlift pumps for grit removal, grit classifiers and a dumpster-loading system. Grit tanks will be covered for odor control. Process air for the grit tanks and PSTs will be provided by new turbo blowers. The PST area will have Tunnel Access Pump Stations (TAPS) containing scum pumps, sludge airlifts, an electrical substation, odor control vessels and fans, and associated equipment. PST effluent weirs and troughs will be covered for odor control. The ability to bypass six PSTs will be provided. Additionally, modifications to the existing Monitoring & Research Building at the Stickney WRP are included in this project. The work involves the installation of new air handling units, an absorption chiller, heat exchangers, pumps, and strobic fans. Replacement of associated controls, intake, supply, and exhaust ductwork, piping, conduit, and wiring at the Monitoring & Research Building is also included. Equipment will be provided by the District, but installed by the contractor. Piping will be installed in Mechanical Room LC-118 to bypass and abandon leaking underground condenser water piping.

Project Justification: The West Side Imhoff tanks are being decommissioned and replaced with more modern and effective treatment. Imhoff Battery A and Skimming Tanks 1-8 have already been demolished in preparation for this project. The Imhoff tanks have been in service since 1928, are labor-intensive to operate, and provide treatment inferior to PSTs. Valves for sludge withdrawal are difficult to operate, and have resulted in injuries to personnel. Skimming scum from Imhoff tanks requires personnel to walk narrow walkways above open sewage with no fall protection. Certain areas of the structures have exhibited structural cracking and leakage from conduits. Maintenance and repair supplies are not readily available for antiquated systems. Sludge solids are digested in the lower anaerobic zone of the Imhoff tanks, and the methane gas byproduct of digestion is impossible to capture and is emitted to the atmosphere. A significant increase in digester gas production will result from this project, allowing the District to proceed on the path to energy neutrality. The aerated grit facility will replace the existing West Side skimming tanks and provide superior grit removal, thus preserving downstream piping and equipment from damage due to scouring by grit. The existing skimming tanks and grit concentration utilize maintenance-intensive chain-and-flight mechanisms. In addition, the skimming tanks and existing grit concentration create a recycle load of up to 100 million gallons per day; there will be minimal recycling from the new facilities. The existing Imhoff and skimming tanks are significant generators of odor. Odors from new facilities will be captured and removed, in keeping with the District's good-neighbor policy. The central portion of the Monitoring & Research Building was constructed in 1963 and much of the existing equipment in this area is original to the facility. The supply and exhaust ventilation can no longer meet the testing and ventilation needs of the facility staff. Increased maintenance needs and the increased risk of failure necessitate that it be replaced to ensure a reliable and safe environment for the employees.

Project Status: This project has been advertised for bid.

*Information shown is estimated.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1356, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 15-866-11, Security Services at the Prairie Plan Site in Fulton County, Illinois, to Elam Private Detective, Inc., in an amount not to exceed \$172,868.96, Account 101-68000-612490, Requisition 1378433

Dear Sir:

On September 4, 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 15-866-11 Security Services at the Prairie Plan Site in Fulton County, Illinois.

In response to a public advertisement of October 8, 2014, a bid opening was held on October 28, 2014. The bid tabulation for this contract is:

ELAM PRIVATE DETECTIVE, INC.	\$172,868.96
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One hundred twenty-one (121) companies were notified of this contract being advertised and twenty (20) companies requested specifications.

The Director of Procurement and Materials Management has reviewed the bidders' list for this contract, and is satisfied that the market for this service has been adequately solicited. Two bidders were declared non-responsive at the bid opening for the following reasons: failing to provide a bid deposit with the bid and not signing the bid bond. In light of these findings, the Director of Procurement and Materials Management is of the opinion that the bid received is a fair and reasonable price, and nothing would be gained by rejecting the sole bid and re-advertising this contract.

Elam Private Detective, Inc., the sole bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract is \$200,000.00, placing the total bid of \$172,868.96, approximately 13.6 percent below the estimate.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because the classification of work does not fall within the provisions of the MPLA.

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because of the limited number of potential bidders.

The contract will require approximately two (2) people for the services.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be

File #: 14-1356, **Version:** 1

authorized to award Contract 15-866-11 to Elam Private Detective, Inc., in an amount not to exceed \$172,868.96, subject to the contractors furnishing a performance bond in form satisfactory to the Law Department and approved by the Director of Procurement and Materials Management.

The contract will expire on December 31, 2016.

Funds are being requested in 2015, in the amount of \$86,434.48, in Account 101-68000-612490. The estimated expenditure for 2016 is \$86,434.48. Funds for the 2015 and 2016 expenditures are contingent on the Board of Commissioners' approval of the District's budget for that year.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:cm
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1358, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 15-021-11, Furnish and Deliver Unleaded Gasoline to Various Locations for a One (1) Year Period, Items 1 and 2, to G. Cooper Oil Company, Inc., in an amount not to exceed \$376,872.70, Accounts 101-20000, 66000-623820

Dear Sir:

On September 18, 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 15-021-11 Furnish and Deliver Unleaded Gasoline to Various Locations for a One (1) Year Period, beginning approximately January 1, 2015 and ending December 31, 2015.

In response to a public advertisement of October 1, 2014, a bid opening was held on October 21, 2014. The bid tabulation for this contract is:

ITEM 1: TRUCK TRANSPORT DELIVERY

G. Cooper Oil Company, Inc.	\$289,637.50
Petroleum Traders Corporation	\$290,100.92
Mansfield Oil Company	\$290,731.96
RKA Petroleum Companies, Inc.	\$292,625.08
Avalon Petroleum Company, Inc.	\$292,433.60
West Fuels, Inc.	\$298,659.40

ITEM 2: TANK WAGON DELIVERY

G. Cooper Oil Company, Inc.	\$87,235.20
Avalon Petroleum Company, Inc.	\$87,523.20
Mansfield Oil Company	\$89,461.44
West Fuels, Inc.	\$94,752.00
RKA Petroleum Companies, Inc.	\$98,389.44

One hundred seventy-four (174) companies were notified of this contract being advertised and fourteen (14) companies requested specifications.

G. Cooper Oil Company, Inc., the lowest responsible bidder for Items 1 and 2, is proposing to perform the contract in accordance with the specifications. The estimated cost for Items 1 and 2 of this contract was \$413,200.00, placing the total bid of \$376,872.70 approximately 8.8% below the estimate.

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because it is primarily a furnish and deliver contract.

File #: 14-1358, **Version:** 1

The Affirmative Action Interim Ordinance Appendix D is not included in this contract because it is primarily a furnish and deliver contract.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 15-021-11, Items 1 and 2, to G. Cooper Oil Company, Inc., in an amount not to exceed \$376,872.70.

Purchase orders will be issued for the material as required. Payment will be based on the bi-monthly gallon prices as indicated in the contract documents.

Funds are being requested for 2015 in Accounts 101-20000, 66000-623820, and are contingent on the Board of Commissioners' approval of the Districts budget for that year.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:JN:jt
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

#15A21-GASOLINE,UNLEADED								
Item	MM #	DESCRIPTION	U/I	TARGET QTY	Item	OA COST	EXTENSION	Old OA Target
1	112308	GASOLINE,UNLEADED,SDC#62,TRUCK TRANSPORT	GL	98,600	1	\$3.1339	\$309,000.00	96,000
		0 ADDITIONS						
		0 DELETIONS						

#15B21-GASOLINE, UNLEADED								
Item	MM #	DESCRIPTION	U/I	TARGET QTY	Item	OA COST	EXTENSION	Old OA Target
1	114176	GASOLINE,UNLEADED,SDC#62,TANK WAGON	GL	28,800	1	\$3.6181	\$104,200.00	27,000
		0 ADDITIONS						
		0 DELETIONS						



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1315, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase purchase order and amend the agreement with Schiff Hardin LLP to represent and counsel the District in connection with renewable energy projects, in an amount of \$200,000.00, from an amount of \$150,000.00, to an amount not to exceed \$350,000.00, Account 201-50000-601170, Purchase Order 3081196

Dear Sir:

On March 20, 2014, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue a purchase order and enter into an agreement with Schiff Hardin LLP to represent and counsel the District in connection with renewable energy projects, in an amount not to exceed \$150,000.00. The contract has no expiration date.

This purchase order has no prior change orders.

The reason for the requested change order is to enable Schiff Hardin LLP to continue to assist the District in multiple contract negotiations related to the Biogas Renewable Energy Project at the Calumet Water Reclamation Plant. Schiff Hardin LLP is also working to ensure that the Illinois Environmental Protection Agency's regulatory requirements for the Project are fulfilled. Finally, the additional funds will enable Schiff Hardin LLP to retain the services of a financial consultant with expertise in the renewable energy sector to perform an independent financial analysis of the Project.

This change order is in compliance with the Illinois Criminal Code because the change is germane to the original agreement as signed and due to circumstances not reasonably foreseeable at the time the contract was signed, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase the purchase order and amend the agreement in an amount of \$200,000.00 (133% of the current contract value) from an amount of \$150,000.00 to an amount not to exceed \$350,000.00.

Funds are available in Account 201-50000-601170.

Requested, Ronald M. Hill, General Counsel, RMH:LLD:JJZ:EMA:TN:crb

Requested, Catherine A. O'Connor, Director of Engineering

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1324, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase Contract 09-176-3P Sludge Thickening Facilities, Stickney Water Reclamation Plant, to McHugh Construction in an amount of \$26,531.98, from an amount of \$166,446,038.16, to an amount not to exceed \$166,472,570.14, Account 401-50000-645650, Purchase Order 5001115

Dear Sir:

On March 18, 2010, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 09-176-3P Sludge Thickening Facilities, Stickney Water Reclamation Plant, to McHugh Construction, in an amount not to exceed \$162,232,344.00. The scheduled contract completion date is November 11, 2016.

As of November 7, 2014, the attached list of change orders has been approved. The effect of these change orders resulted in an increase in an amount of \$4,213,694.16 from the original amount awarded of \$162,232,344.00. The current contract value is \$166,446,038.16. The prior approved change orders reflect a 2.60% increase to the original contract value.

Additional work is required to make modifications to the sluice gates in the Area 21 sludge channels. It has been determined that the detail provided in Section C-C on Contract Drawing P-21-02 does not provide for a watertight connection between the spacer plate and weir plate. The sluice gates must be watertight to the top of the weir plates. Therefore, the scope of additional work is as follows: weld the weir plates to the spacer plates on all six gates with no less than a 1/4" continuous weld. All necessary surface preparation and cleaning to assure watertight connections shall be performed prior to welding. The contractor submitted a cost proposal (CCO-198) for an extra in the amount of \$26,531.98. The engineer reviewed the proposal, found it to be reasonable, and stated via correspondence 5032, that the Engineering Department would recommend its approval.

This change order is in compliance with the Illinois Criminal Code since the change is germane to the contract.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase Contract 09-176-3P in an amount of \$26,531.98 (0.02% of the current contract value), from an amount of \$166,446,038.16, to an amount not to exceed \$166,472,570.14.

Funds are available in Account 401-50000-645650.

Requested, Catherine O'Connor, Director of Engineering, MVL:ECB
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

File #: 14-1324, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

PO No. : 5001115
 Tracking No. : ENG091763P
 Vendor No. : 6001370

Original Value: 162,232,344.00
 Approved Value: 166,446,038.16
 Current Value : 166,446,038.16

Change Order Log Report

Change Number	Desc	Value	Initiator	Date	File Letter	CR #	Board Approval	Status	Approver	Seq. No.	Change Number	Object Class
0001	Window Tinting at Ixamie Gatehouse	4,840.00	INC	10/12/2010	0461	002		Approved	UNDEFAUL	0001	3937431	ENGINEER
0002	Change Size of Steel Casing	12,366.88	INC	12/07/2010	0733	004	X	Approved	USALMC	0001	3937432	MJ_SERVICE
0003	Resolve Conflicts New Storm Sewer Location & Elec Duct Bank	10,917.95	INC	12/07/2010	0730	011	X	Approved	USALMC	0002	3978525	ENGINEER
0004	Delete Effluent Water Piping from Building 31	2,422.20	DEC	12/23/2010	0912	013		Approved	UNDEFAUL	0002	3978526	MJ_SERVICE
0005	Expansion joints in Older Control Duct Area 30	262,177.30	INC	01/11/2011	0873	003	X	Approved	USALMC	0003	3991498	ENGINEER
0006	Demolish drying bed # 8 wall	25,934.19	INC	04/11/2011	0885	006	X	Approved	USALMC	0003	3991499	MJ_SERVICE
0007	Change to Piping in WAS BS and Wet Well	14,571.26	INC	01/31/2011	0962	012	X	Approved	USALMC	0004	4006207	ENGINEER
0008	Video Equipment Elimination	685.30	DEC	02/18/2011	1184	001		Approved	UNDEFAUL	0004	4006208	MJ_SERVICE
0009	Relocate tie-in point for BW-1	7,686.89	DEC	03/21/2011	1155	017	X	Approved	USALMC	0004	4006207	ENGINEER
0010	Electric to Monorail Hoists	166,066.14	INC	03/21/2011	1085	009	X	Approved	USALMC	0004	4006208	MJ_SERVICE
0011	Exhaust Duct Reroute Area 25	22,556.12	INC	03/21/2011	1168	021	X	Approved	USALMC	0005	4022297	ENGINEER
0012	Post Bldg. Drain Reroute	56,049.96	INC	03/21/2011	1076	022	X	Approved	USALMC	0005	4022298	MJ_SERVICE
0013	Relocate Beam 30B12 in Area 30 South Gallery	1,803.12	INC	03/21/2011	1303	034		Approved	USALMC	0006	4040911	ENGINEER
0014	Area 30 Screen Room Pipe Relocation Net Extra	2,649.67	INC	04/04/2011	1321	025		Approved	UNDEFAUL	0006	4040912	MJ_SERVICE
0015	Unknown Vitrified Clay Pipe Repair	866.76	INC	04/04/2011	1300	033		Approved	UNDEFAUL	0007	4066223	ENGINEER
0016	Lightning arrestors	15,149.20	DEC	05/06/2011	1176	014	X	Rejected	USORRINGTONS	0007	4066224	MJ_SERVICE
0017	Correction of Change Number 0015	866.76	DEC	05/19/2011				Approved	UNDEFAUL	0007	4066223	ENGINEER
										0007	4066224	MJ_SERVICE
										0007	4066223	ENGINEER
										0007	4066224	MJ_SERVICE
										0007	4066223	ENGINEER
										0007	4066224	MJ_SERVICE
										0007	4066223	ENGINEER
										0007	4066224	MJ_SERVICE
										0008	4074031	ENGINEER
										0008	4074032	MJ_SERVICE
										0008	4074031	ENGINEER
										0008	4074032	MJ_SERVICE
										0009	4096707	ENGINEER
										0009	4096708	MJ_SERVICE
										0010	4105950	ENGINEER
										0010	4105951	MJ_SERVICE

0018	Net Credit; lightning protection system	15,149.20	DEC	BOMNU	05/19/2011				Approved	USP/ALC	0011	4105941	ENGINEER
0019	Hydrotite Waterstop & Roofing felt at Area 32	1,741.54	DEC	MCUREC	05/31/2011	1369	010	X	Approved	USP/ALC	0011	4105942	MJ_SERVICE
0020	OW #4 Alignment	37,437.26	INC	MCUREC	05/31/2011	1428	024	X	Approved	USP/ALC	0012	4111476	ENGINEER
0021	Install (2) 20" SLP lines deeper	79,591.20	INC	MCUREC	05/31/2011	1484	020	X	Approved	USP/ALC	0012	4111477	MJ_SERVICE
0022	Factory Acceptance Tests for Electrical Equipment	70,035.05	INC	MCUREC	05/31/2011	1423	027	X	Approved	USP/ALC	0012	4111476	ENGINEER
0023	Area 29 Light Relocation	2,956.48	INC	MCUREC	06/08/2011	1647	018		Approved	UNREPAIRED	0012	4111477	MJ_SERVICE
0024	New tie-in location for OW and EW # 7	97,142.89	INC	MCUREC	06/17/2011	1514	023	X	Approved	USP/ALC	0013	4117308	ENGINEER
0025	Replace Rocking Mechanisms in Central Heat Substation CIs XL	19,696.70	INC	MCUREC	06/17/2011	1550	052	X	Approved	USP/ALC	0014	4124581	ENGINEER
0026	Double Handling of Spoils on #6 Street and 6th Ave	9,960.90	INC	MCUREC	07/05/2011	1767	062		Approved	UNREPAIRED	0014	4124582	MJ_SERVICE
0027	Area 25 West OA Network Support	6,669.30	INC	MCUREC	07/05/2011	1746	057		Approved	UNREPAIRED	0015	4135994	ENGINEER
0028	6th Ave Directional Bore Obstruction	8,494.75	INC	MCUREC	07/12/2011	1798	070		Rejected	UNREPAIRED	0015	4136005	MJ_SERVICE
0029	Revised Ixamie Gate and Fence Location	2,616.64	DEC	MCUREC	08/01/2011	1862	041		Approved	USP/ALC	0016	4140548	ENGINEER
0030	Relocate AMU on Sludge Control Building roof	76,779.31	INC	MCUREC	08/01/2011	1744	019	X	Approved	USP/ALC	0016	4140549	MJ_SERVICE
0031	Add differential relays to Areas 31 and 70	277,220.23	INC	MCUREC	08/01/2011	1368	026	X	Approved	USP/ALC	0017	4153327	ENGINEER
0032	Maintain Two Sludge Pumps in Service—Area 60	47,968.02	INC	MCUREC	08/01/2011	1654	035	X	Approved	USP/ALC	0017	4153328	MJ_SERVICE
0033	Provide Soil Testing	56,373.63	INC	MCUREC	08/01/2011	1628	032	X	Approved	USP/ALC	0017	4153327	ENGINEER
0034	Delete Conduit Seal Fittings at T7/T8 Substation	6,632.92	DEC	MCUREC	08/16/2011	1605	016	X	Approved	USP/ALC	0017	4153328	MJ_SERVICE
0035	Additional Steel Support for O/A Duct at Area 30/32	2,733.50	INC	MCUREC	08/16/2011	1655	046	X	Approved	USP/ALC	0018	4164797	ENGINEER
0036	Area 80 Light Poles	10,455.79	INC	MCUREC	08/16/2011	1801	051	X	Approved	USP/ALC	0018	4164798	MJ_SERVICE
0037	Area 70 Slab Openings	5,556.68	INC	MCUREC	08/16/2011	1805	064	X	Approved	USP/ALC	0018	4164797	ENGINEER
											0018	4164798	MJ_SERVICE

[illegible]

0059	OW #07 Valve Box Extension	170.51	INC	MCUREC	10/31/2011	2253	094	Approved	UNELPAUEU	0022	4223217	EINKEELG
0060	Area 60 CIS/IPS Tie-In Discrepancy	8,419.63	INC	MCUREC	10/31/2011	2276	079	Approved	UNELPAUEU	0022	4223218	MJ_SERVICE
0061	Area 27 Interior Wall Rail	519.48	DEC	MCUREC	11/07/2011	2271	090	Approved	UNELPAUEU	0022	4223217	EINKEELG
0062	Cap 18" DIP Sludge Line NE of Structure 30	8,217.37	INC	MCUREC	12/02/2011	2365	096	Approved	UNELPAUEU	0023	4228673	EINKEELG
0063	Area 51 Centrifuge Breaker Failure	6,224.75	INC	MCUREC	12/02/2011	2316	098	Approved	UNELPAUEU	0024	4246564	EINKEELG
0064	Additional Excavation & Backfill at CB30	2,113.97	INC	MCUREC	12/13/2011	2390	106	Approved	UNELPAUEU	0024	4246565	MJ_SERVICE
0065	BW interference near SW corner of ROST building	2,538.49	INC	MCUREC	01/09/2012	2517	110	Approved	UNELPAUEU	0025	4253611	EINKEELG
0066	Concrete Sidewalk Around Iacanie Gate House	4,871.19	INC	MCUREC	01/31/2012	2514	111	Approved	UNELPAUEU	0026	4274656	EINKEELG
0067	Pre-Digestion Centrifuge Sludge Line/Sampling Station	8,947.40	INC	MCUREC	01/31/2012	2543	105	Approved	UNELPAUEU	0027	4293280	EINKEELG
0068	Area 60 CIS Line Connection	2,926.68	INC	MCUREC	01/31/2012	2564	115	Approved	UNELPAUEU	0027	4293281	MJ_SERVICE
0069	Replace Valve on BW-1	4,630.67	INC	MCUREC	02/06/2012	2581	113	Approved	UNELPAUEU	0027	4293280	EINKEELG
0070	18" NSS Line Sta 3+30 Cross Unknown Concrete Eroded Util	3,030.68	INC	MCUREC	02/07/2012	2608	095	Rejected	UNPAUCTIONS	0028	4298368	EINKEELG
0071	18" NSS Line Approx Sta 3+60 Cross Unknown Concrete Eroded	3,030.88	INC	MCUREC	02/08/2012	2631	095	Approved	UNELPAUEU	0028	4298369	MJ_SERVICE
0072	Delete Bypass Outractors & filters on Area 51 Polymer Meteri	21,506.47	DEC	MCUREC	03/01/2012	2532	068	Approved	USPMLC	0030	4300643	EINKEELG
0073	Area 51 - Knife Gate Valve Transformers	948.64	DEC	MCUREC	03/01/2012	2574	099	Approved	USPMLC	0031	4318535	EINKEELG
0074	DCS - Centrifuge Panel Pressurization - Pressure Switch	23,960.67	INC	MCUREC	03/01/2012	2545	058	Approved	USPMLC	0031	4318536	MJ_SERVICE
0075	Asbestos Abatement at the Iacanie Gate House	7,087.74	INC	MCUREC	03/01/2012	2675	097	Approved	USPMLC	0031	4318535	EINKEELG
0076	Underground Steam Conflicts Building 30 to North of B Street	2,677.49	INC	MCUREC	03/01/2012	2657	114	Approved	USPMLC	0031	4318536	MJ_SERVICE
0077	Delete Area 30 Surp Rmp Discharge to Rain Garden	1,859.78	DEC	MCUREC	03/16/2012	2752	118	Approved	UNELPAUEU	0031	4318535	EINKEELG
0078	Area 22 Concrete Wall and Club Under New Aluminum Covers	7,290.11	INC	MCUREC	03/16/2012	2700	112	Approved	UNELPAUEU	0032	4329975	EINKEELG
										0032	4329976	MJ_SERVICE

Change Order Log Report

0079	Foundation Wall Interference at CW #3 and EW #3	2,279.53	INC	MCUREC	03/16/2012	2698	116	Approved	UNDEPAUED	0032	4329975	EINKEELG
0080	Polymer Solution Transfer Feed Pump 10Ps P001ER002	2,762.51	INC	MCUREC	04/02/2012	2798	092	Approved	USPVMC	0032	4329976	MJ_SERVICE
0081	Area 31 - DC-31-QP1	13,912.09	INC	MCUREC	04/02/2012	2807	100	Approved	USPVMC	0033	4340414	EINKEELG
0082	City Water Tie-ins at Area 30 and B Street	12,638.57	INC	MCUREC	04/02/2012	2889	108	Approved	USPVMC	0033	4340415	MJ_SERVICE
0083	Credit for Pipe Casing under RR tracks for Communications Co	3,535.92	DEC	MCUREC	04/09/2012	2741	005	Approved	USPVMC	0033	4340414	EINKEELG
0084	Additional Pavement from Post Building Drain Renoure	3,133.61	INC	MCUREC	04/09/2012	2729	043	Approved	USPVMC	0033	4340415	MJ_SERVICE
0085	Area 51 Valve Pours	9,521.63	INC	MCUREC	04/09/2012	2659	103	Approved	USPVMC	0034	4346201	EINKEELG
0086	Install PVC Vert Lines for Process Drains in Area 32	8,946.30	INC	MCUREC	04/17/2012	2845	091	Approved	UNDEPAUED	0034	4346202	MJ_SERVICE
0087	Rescind Carr #2698	2,279.53	DEC	MCUREC	05/01/2012	2881	116	Approved	UNDEPAUED	0034	4346201	EINKEELG
0088	Area 30 Roof Drain Piping and Ventmail Conflict	4,370.30	INC	MCUREC	05/01/2012	2868	124	Approved	UNDEPAUED	0034	4346202	MJ_SERVICE
0089	Electrical Duct Bank Revisions under RR tracks	609,935.78	INC	MCUREC	05/08/2012	2832	080	Approved	USPVMC	0034	4346202	EINKEELG
0090	Area 32 Pipe Gallery Insulated Topping Slab	11,245.06	DEC	MCUREC	05/31/2012	2838	061	Approved	USPVMC	0036	4363531	MJ_SERVICE
0091	Area 25 - 14" NSS/ Existing Water Line Conflict	4,580.40	INC	MCUREC	06/19/2012	3007	137	Approved	UNDEPAUED	0036	4363532	EINKEELG
0092	D-Blaze Fire Retardant Treated Wood for Use at Area 22	449.46	DEC	MCUREC	07/16/2012	3074	147	Approved	UNDEPAUED	0037	4368772	MJ_SERVICE
0093	Area 51 - Existing Vert Piping Clarifications (NW)	2,649.90	INC	MCUREC	07/31/2012	3090	142	Approved	USPVMC	0037	4368773	EINKEELG
0094	Area 22 Condensate Pumps	6,846.30	INC	MCUREC	07/31/2012	3083	126	Approved	USPVMC	0038	4386010	EINKEELG
0095	Hearson DCS Related UPS Cabinets	59,948.90	INC	MCUREC	07/31/2012	2871	140	Approved	USPVMC	0038	4386011	MJ_SERVICE
0096	Area 30 Faston Detail for Closure Plate to Double T Stem	10,098.00	DEC	MCUREC	08/14/2012	3078	138	Approved	USPVMC	0039	4399148	EINKEELG
0097	Area 23 Condensate Pumps	11,433.87	INC	MCUREC	08/14/2012	3084	133	Approved	USPVMC	0039	4399149	MJ_SERVICE
0098	Gas Detectors at WS and NS ES	32,136.51	INC	MCUREC	08/14/2012	2994	076	Approved	USPVMC	0040	4416759	EINKEELG
										0040	4416760	MJ_SERVICE
										0041	4429782	EINKEELG
										0041	4429783	MJ_SERVICE
										0041	4429782	EINKEELG
										0041	4429783	MJ_SERVICE
										0041	4429782	EINKEELG
										0041	4429783	MJ_SERVICE
										0042	4442913	EINKEELG
										0042	4442914	MJ_SERVICE
										0042	4442913	EINKEELG
										0042	4442914	MJ_SERVICE
										0042	4442913	EINKEELG
										0042	4442914	MJ_SERVICE

Client : 100
Report Name: ZPT CHANGE_ORDER_103
Requester : KINSHIP

Change Order Log Report

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0109	Area 22 Steel Plate at Door 02	509.30	DEC	MCUREC	09/04/2012	3162	146		Approved	UNREPAIRED	0043	4459778	EINKEELG
0100	18" CIS Connection to Existing	34,122.86	INC	MCUREC	09/07/2012	3154	117	X	Approved	USPMLC	0043	4459779	MM_SERVICE
0101	BSD piping changes at Interim BS and Underground WS modifia	77,345.37	INC	MCUREC	09/07/2012	3183	132	X	Approved	USPMLC	0044	4462684	EINKEELG
0102	Gate Operator Structure for WB-G-01 & 02	13,967.94	INC	MCUREC	10/24/2012	3218	120	X	Approved	USPMLC	0044	4462685	MM_SERVICE
0103	Tank 1 Air Lift Pipe Existing Conditions and Demolition	41,437.87	INC	MCUREC	10/24/2012	3232	130	X	Approved	USPMLC	0045	4507890	EINKEELG
0104	Board Approved meeting of 10/18/2012	55,405.81	INC	BOXKIN	10/30/2012			X	Approved	UNREPAIRED	0045	4507891	MM_SERVICE
0105	Reversal of duplicate entry (0104)	55,405.81	DEC	BOXKIN	11/08/2012				Approved	UNREPAIRED	0046	4514185	EINKEELG
0106	Per 11/01/12 Board Agenda Item 33, File No. 12-1488	20,471.64	INC	BOXKIN	12/03/2012	3292	121		Rejected	USPARKINGINS	0047	4523228	EINKEELG
0107	Per 11/01/12 Board Agenda Item 33, File No. 12-1488	596,464.80	INC	BOXKIN	12/03/2012	3292	121	X	Rejected	USPARKINGINS	0048	4536505	EINKEELG
0108	Per 11/01/12 Board Agenda Item 33, File No. 12-1488	20,471.64	INC	BOXKIN	12/03/2012	3292	121	X	Approved	USPMLC	0049	4536589	EINKEELG
0109	Per 11/01/12 Board Agenda Item 33, File No. 12-1488	305,000.00	INC	BOXKIN	12/03/2012	3302	143	X	Approved	USPMLC	0050	4536633	EINKEELG
0110	Per 11/01/12 Board Agenda Item 33, File No. 12-1488	270,993.16	INC	BOXKIN	12/03/2012	3311	148	X	Approved	USPMLC	0050	4536634	MM_SERVICE
0111	Per 1/3/13 Board Agenda Item 29, File No. 12-1807.	43,101.43	INC	JAMESJ	01/08/2013	3410	127	X	Approved	UNREPAIRED	0051	4561328	EINKEELG
0112	Per 1/3/13 Board Agenda Item 29, File No. 12-1807.	54,000.00	INC	JAMESJ	01/08/2013	3382	144	X	Approved	UNREPAIRED	0051	4561329	MM_SERVICE
0113	Extra- ITS Eyewash Stover	6,632.42	INC	BOXKIN	02/06/2013	3421	119		Rejected	UNREPAIRED	0051	4561328	EINKEELG
0114	Extra - Area 31 - ITS Eyewash Stover	6,632.42	INC	BOXKIN	02/06/2013	3520	119		Approved	UNREPAIRED	0052	4584158	MM_SERVICE
0115	Extra-Rower feed for a heat exchanger	4,179.64	INC	BOXKIN	02/08/2013	3562	160		Approved	UNREPAIRED	0053	4584578	EINKEELG
0116	Per 02/07/13 Agenda Item 35, File No. 13-0079	27,029.99	INC	BOXKIN	02/14/2013			X	Approved	USPMLC	0054	4585934	MM_SERVICE
0117	Per 03/21/2013 Agenda Item 29, File No. 13-0261	24,452.40	INC	BOXKIN	03/15/2013			X	Approved	USPMLC	0055	4589451	EINKEELG
0118	Per 04/18/2013 Agenda Item 23, File No. 13-0377	14,476.95	INC	BOXKIN	04/23/2013	3640	128	X	Rejected	USPARKINGINS	0056	4607198	EINKEELG
											0057	4635281	MM_SERVICE
											0057	4635282	EINKEELG

Change Order Log Report

0119	Per 04/18/2013 Agenda Item 23, File No. 13-0377	84,429.77	INC	HOKINU	04/23/2013	3647	153	X	Rejected	USARRINGTONS	0057	4635281	ENGINEER
0120	Per 04/18/2013 Agenda Item 23 File No. 13-0377	14,476.95	INC	HOKINU	05/02/2013	3640	128	X	Approved	USPAUC	0057	4635282	MI_SERVICE
0121	Per 04/18/2013 Agenda Item 23 File No. 13-0377	84,429.77	INC	HOKINU	05/02/2013	3647	153	X	Approved	USPAUC	0058	4642772	ENGINEER
0122	8/29/2013 Agenda Item 33, File No. 13-0898	64,390.54	INC	HOKINU	09/17/2013	3640	101	X	Approved	USPAUC	0058	4642773	MI_SERVICE
0123	8/29/2013 Agenda Item 33, File No. 13-0898	36,228.46	INC	HOKINU	09/17/2013	3923	164	X	Approved	USPAUC	0059	4732305	ENGINEER
0124	"Extra"- Area 30 Washer-Compactor 1 & 2 ICP	387,510.05	INC	HOKINU	10/21/2013	4046	107	X	Approved	USPAUC	0059	4732306	MI_SERVICE
0125	"Extra"- Drain connection on centrifuge feed header	5,929.48	INC	HOKINU	11/26/2013			X	Approved	USPAUC	0060	4760587	ENGINEER
0126	"Extra"- Flring Sldy in Feed Piping B4 Centrifuge Chmssing	9,876.00	INC	HOKINU	12/05/2013	4189	181		Approved	UNREPAIRED	0061	4787466	ENGINEER
0127	"Extra"- Flng Sldy in Feed Piping B4 Centrifuge Cmmissioni	7,676.00	INC	HOKINU	12/06/2013	4189	181		Rejected	USARRINGTONS	0062	4793431	ENGINEER
0128	"Credit"- Area 21 Delate Spray Insulation	2,200.00	INC	HOKINU	12/09/2013	4179	174		Rejected	USARRINGTONS	0063	4794651	ENGINEER
0129	"Credit"- Area 21 Delate Spray Insulation	2,200.00	DEC	HOKINU	12/09/2013	4179	174		Approved	UNREPAIRED	0064	4795007	ENGINEER
0130	"Extra"- Area 30 and 31, IDS Points Relocation	7,334.91	INC	HOKINU	02/20/2014	4368	172		Approved	UNREPAIRED	0065	4795112	ENGINEER
0131	"Extra"-Area 70 Battery Rack & Eyewash Shower Conflict	2,434.74	INC	HOKINU	03/20/2014	4517	183		Approved	UNREPAIRED	0066	4843151	ENGINEER
0132	Per 3/20/2014 Agenda Item 31, File No. 14-0223	33,489.95	INC	HOKINU	04/02/2014	4215	161	X	Approved	USPAUC	0067	4862544	ENGINEER
0133	"Extra"- Hoist Stop Replacement at Area 30 Monrails	5,129.30	INC	HOKINU	04/07/2014	4525	185		Approved	UNREPAIRED	0068	4870621	ENGINEER
0134	Per 5/1/2014 Agenda Item 28, File No. 14-0937	38,760.38	DEC	HOKINU	05/08/2014	4536	015	X	Rejected	USPAUC	0069	4873120	ENGINEER
0135	Per 5/1/2014 Agenda Item 28, File No. 14-0937	55,810.70	DEC	HOKINU	05/08/2014	4476	047	X	Rejected	USPAUC	0070	4896225	ENGINEER
0136	"Extra"- Temperature Control Panel Clarifications	15,090.23	INC	HOKINU	05/15/2014	4486	177	X	Rejected	USARRINGTONS	0070	4896226	MI_SERVICE
0137	Extra"- Revised Manhole #1 Tie-in	63,783.61	INC	HOKINU	05/15/2014	4549	102	X	Rejected	USARRINGTONS	0071	4901420	ENGINEER
0138	"Extra"- Revise Conduit and Cable Lengths	332,782.92	INC	HOKINU	05/15/2014	4532	163	X	Rejected	USARRINGTONS	0071	4901421	MI_SERVICE
									Rejected	USARRINGTONS	0071	4901420	ENGINEER
									Rejected	USARRINGTONS	0071	4901421	MI_SERVICE

Change Order Log Report

0139	Credit-Delete Protective Coatings Gravity Thickening Tanks	55,810.70	DEC	BOXKUN	05/16/2014	4476	047	X	Approved	USALMC	0072	4902005	EINKEELG
0140	Credit-RSI on Trailer Area Electrical Changes	38,760.38	DEC	BOXKUN	05/16/2014	4536	015	X	Approved	USALMC	0072	4902006	MJ_SERVICE
0141	Extra-Temperature Control Panel Clarifications	15,090.23	INC	BOXKUN	05/16/2014	4486	177	X	Approved	USALMC	0072	4902005	EINKEELG
0142	Extra-Revised Manhole	63,783.61	INC	BOXKUN	05/16/2014	4549	102	X	Approved	USALMC	0072	4902006	MJ_SERVICE
0143	Extra-Revise Conduit/Cable Lengths SW Preliminary Tanks	332,782.92	INC	BOXKUN	05/16/2014	4532	163	X	Approved	USALMC	0072	4902005	EINKEELG
0144	"Extra"-Replace Motor Overloads at Digester Feed Pumps 2-5	6,162.33	INC	BOXKUN	05/20/2014	4625	190		Approved	UNREPAIRED	0072	4902006	MJ_SERVICE
0145	"Extra"-PIT Size Change at Area 24	4,426.15	INC	BOXKUN	06/10/2014	4573	188	X	Approved	USALMC	0073	4903829	EINKEELG
0146	"Extra"-Add EW strainers to RS in 22,23, and 24	18,689.00	INC	BOXKUN	06/10/2014	4627	189	X	Approved	USALMC	0074	4918000	EINKEELG
0147	"Credit"-Delete Demolition of 24" Sludge Line	12,094.23	DEC	BOXKUN	07/10/2014	4811	184		Rejected	USORRINGTONS	0074	4918001	MJ_SERVICE
0148	"Extra"-Relocate expansion joint on Area 60 Mixing Pump	8,796.70	INC	BOXKUN	07/31/2014	4856	194		Approved	UNREPAIRED	0075	4935079	EINKEELG
0149	"Credit"-Delete Asbestos Abatement on CW-5,EW-5, and EW-10	4,582.93	DEC	BOXKUN	08/07/2014	4896	192		Approved	UNREPAIRED	0076	4951592	EINKEELG
0150	test	12,094.23	DEC	BOXKUN	08/12/2014			X	Rejected	USORRINGTONS	0077	4956909	EINKEELG
0151	"Credit"- Delete Demolition of 24 Sludge Line	12,094.23	DEC	BOXKUN	09/08/2014	4829	184	X	Rejected	USORRINGTONS	0078	4959637	EINKEELG
0152	"Extra"- Provide Additional Pumping Capacity from WAS RS	75,236.15	INC	BOXKUN	09/08/2014	4848	195	X	Rejected	USORRINGTONS	0079	4979300	EINKEELG
0153	Per 8/7/2014 Agenda Item 54, File No. 14-0780	12,094.23	DEC	BOXKUN	09/08/2014	4829	184	X	Approved	USALMC	0079	4979301	MJ_SERVICE
0154	Per 8/7/2014 Agenda Item 54, File No. 14-0780	75,236.15	INC	BOXKUN	09/08/2014	4848	195	X	Approved	USALMC	0080	4979417	EINKEELG
0155	Per 9/18/2014 Agenda Item 29, File No. 14-1029	19,703.05	INC	BOXKUN	09/22/2014	4937	197	X	Approved	USALMC	0080	4979418	MJ_SERVICE
0156	"Extra"- Modify Bridge Crane in Area 24	8,540.00	INC	BOXKUN	10/23/2014	5048	205		Approved	UNREPAIRED	0081	4994039	EINKEELG
											0081	4994040	MJ_SERVICE
											0082	5015554	EINKEELG
											0082	5015555	MJ_SERVICE



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1325, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase purchase order and amend the agreement with CohnReznick, for Contract 10-RFP-22, Appraisal Services for Real Estate in an amount of \$25,000.00, from an amount of \$172,000.00, to an amount not to exceed \$197,000.00, Account 501-50000-612490, Purchase Order 3075791

Dear Sir:

On October 6, 2011, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue a purchase order and enter into an agreement with Realty Consultants USA, Inc. d/b/a/ Integra Realty Resources for Contract 10-RFP-22, Appraisal Services for Real Estate, in an amount not to exceed \$99,000.00. On May 9, 2012, purchase order 3070624 was assigned to the Reznick Group, PC as purchase order 3072423. On February 19, 2013, the Reznick Group changed its name to CohnReznick, LLP and was given a new purchase order of 3075791. The scheduled contract completion date is December 31, 2014.

As of November 7, 2014, the attached list of change orders has been approved. The effect of these change orders resulted in an increase in an amount of \$130,000.00 from the original amount awarded of \$42,000.00. The current purchase order value is \$172,000.00. The prior approved change orders reflect a 309.5% increase to the original purchase order.

The Engineering Department requires real estate appraisals for required land acquisitions and easements that are necessary for implementing the stormwater management projects identified as the Addison Creek Reservoir Flood Control Project in Melrose Park, Illinois; the Buffalo Creek Reservoir Expansion; and the Addison Creek Debris Boom.

This change order is in compliance with the Illinois Criminal Code since the change is due to circumstances not reasonably foreseeable at the time the contract was signed, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase the purchase order and amend the agreement for Contract 10-RFP-22 in an amount of \$25,000.00 (14.5% of the current contract value), from an amount of \$172,000.00, to an amount not to exceed \$197,000.00.

Funds are available in Account 501-50000-612490.

Requested, Catherine A. O'Connor, Director of Engineering, CAO:WSS
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

File #: 14-1325, **Version:** 1

Attachment

Charge Order Log Report

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Original Value: 42,000.00
Approved Value: 172,000.00
Current Value: 172,000.00

Client : 100
Report Name: ZREP_CHARGE_ORDER_LOG
Requester : R07000

PO No. : 3075791
Tracking No. : 30332
Vendor No. : 5024694

Charge Number	Desc	Value	Initiator	Date	File Letter	CR #	Board Approval	Status	Approver	Seq. No.	Charge Number	Object Class
0001	05/02/13 BOC, #13-0912 INC to add ED 501 Line	30,000.00	NEEDPERU	05/21/2013			X	Approved	USPMLC	0001	4653065	ENGINEERING
0002	INC. PER BOC 7/11/13 , # 13-0746	30,000.00	NEEDT	07/11/2013				Approved	USPMLC	0002	4652606	ENGINEERING
0003	PER BOC 10/17/13 ED MTC, XENURA # 36, FILE # 13-1286	70,000.00	STWJHM	10/21/2013				Approved	USPMLC	0003	4652607	MA SERVICE
											4760976	ENGINEERING



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1332, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase purchase order and amend the agreement with Arnstein & Lehr, LLP for legal services related to the impending bankruptcy of FutureMark Paper Company D/B/A Alsip Acquisition, LLC, and other miscellaneous bankruptcy matters, in an amount of \$40,500.00, from an amount of \$9,500.00, to an amount not to exceed \$50,000.00, Account 101-30000-601170, Purchase Order 3080949

Dear Sir:

On April 18, 2014, the Executive Director authorized the Director of Procurement and Materials Management to issue a purchase order and enter into an agreement with Arnstein & Lehr, LLP for legal services, in an amount not to exceed of \$9,500.00. The contract has no expiration date.

This purchase order has no prior change orders.

The reason for the requested change order is that the District has been informed that FutureMark Paper Company intends to file bankruptcy in the State of Delaware. The company owes User Charges to the District in the approximate amount of \$3.6 million. This will be a complex bankruptcy matter with many creditors and a myriad of issues relating to the value of the debtor's estate for eventual distribution to the various classes of creditors, including the District. The District has been working with Arnstein & Lehr, LLP to protect the District's interests as a creditor and regulator in this matter.

Arnstein & Lehr, LLP will continue to provide legal services in this matter, and other bankruptcy matters that arise in the future, at the significantly discounted hourly rate of \$175.00 per hour.

This change order is in compliance with the Illinois Criminal Code because the change is germane to the original agreement as signed and due to circumstances not reasonably foreseeable at the time the contract was signed, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase the purchase order and amend the agreement in an amount of \$40,500.00 (approximately 426% of the current contract value) from an amount of \$9,500.00 to an amount not to exceed \$50,000.00.

Funds are available in Account 101-30000-601170.

Requested, Ronald M. Hill, General Counsel, RMH:LLD:JJZ:YAT:TN:crb
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1338, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON Procurement

Mr. David St. Pierre, Executive Director

Authority to increase Contract 12-408-11, Janitorial Services for the Main Office Building Complex for a Thirty-Six (36) Month Period, to RJB Properties, Inc., in an amount of \$16,000.00, from an amount of \$1,680,210.59 to an amount not to exceed \$1,696,210.59 Accounts 101-15000-612370 and 612390, Purchase Order 5001363

Dear Sir:

On September 6, 2012, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 12-408-11, Janitorial Services for the Main Office Building Complex for a Thirty-Six (36) Month Period to RJB Properties, Inc., in an amount not to exceed \$1,651,539.62. The contract expires September 30, 2015.

As of November 3, 2014, the attached list of change orders has been approved. These change orders resulted in an increase of \$28,670.97 from the original awarded amount of \$1,651,539.62. The current contract value is \$1,680,210.59. The prior approved change orders reflect a 1.7% increase to the original contract value.

This change order is required to cover the cost of additional janitorial services associated with extra snow removal activities during the winter months and completion of various projects, such as the lighting upgrade, painting and carpet replacement on the fifth floor of the Main Office Building, installation of doors and a wall on the seventh floor of the McMillan Pavilion, and LED task light replacements in both the Main Office Building and the McMillan Pavilion.

This change order is in compliance with the Illinois Criminal Code since the change is due to circumstances not reasonably foreseeable at the time the contract was signed, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase the purchase order for Contract 12-408-11 in an amount of \$16,000.00 (.95% of the current contract value), from an amount of \$1,680,210.59, to an amount not to exceed \$1,696,210.59.

Funds are available in Accounts-101-15000-612370 and 612390.

Requested, Eileen M. McElligott, Administrative Services Manager, BKS:SL:WG:MW:JMS:TG
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

File #: 14-1338, **Version:** 1

Attachment

Client : 100
 Report Name: ZRPT_CHANGE_ORDER_LOG
 Requester : GLADICHI

Change Order Log Report

System: FPD
 11/03/2014 08:59:4
 Page: 1

PO No. : 5001363
 Tracking No. : 15090
 Vendor No. : 6001270

Original Value: 1,651,539.62
 Approved Value: 1,680,210.59
 Current Value : 1,680,210.59

Change Number	Text	Value	Initiator	Date	File Letter	COR #	Board Approval	Status	Approver	Seq. Nb.	Change Number	Object Class
0001	12/20/2012 Board Meeting, Item 12-1749	15,000.00 INC	MCULLOUGH	01/03/2013				Approved	USDALMC	0001	4556844	EINKBELEG
										0001	4556845	MM_SERVICE
										0001	4556846	MM_SERVICE
0002	2/7/13 ECC, #13-0109 (CA)	18,076.56 DEC	STANSFELDB	02/06/2013				Approved	USNEUBAUERJ	0002	4584301	EINKBELEG
										0002	4584302	MM_SERVICE
										0002	4584303	MM_SERVICE
0003	11/7 Board Mtg, File No. 13-1383 (Inc. item 3,4)	45,000.00 INC	CUNIFFEP	11/21/2013				Approved	USDALMC	0003	4784114	EINKBELEG
										0003	4784115	MM_SERVICE
										0003	4784116	MM_SERVICE
0004	02-06-14 ECC, 14-0045, CA	13,252.47 DEC	CUNIFFEP	02/10/2014				Approved	USNEUBAUERJ	0004	4837508	EINKBELEG
										0004	4837509	MM_SERVICE
										0004	4837510	MM_SERVICE



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1350, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to decrease purchase order and amend the agreement with Unisource Worldwide, Inc., for Contract 11-425-12, Furnish and Deliver Offset and Miscellaneous Specialty Paper to Various District Locations for a Thirty-Six (36) Month Period, in an amount of \$34,125.98, from an amount of \$241,356.60 to an amount not to exceed \$207,230.62, Account 101-15000-623520, Purchase Order 3071830

Dear Sir:

On March 15, 2012, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue a purchase order and enter into an agreement with Unisource Worldwide, Inc., for Contract 11-425-12, Furnish and Deliver Offset and Miscellaneous Specialty Paper to Various District Locations for a Thirty-Six (36) Month Period, in an amount not to exceed \$376,000.00. The initial contract expired on May 31, 2014. The District exercised the Option to Extend for a period of ninety (90) days, extending the contract until August 29, 2014.

As of November 5, 2014, the attached list of change orders has been approved. The effect of these change orders resulted in a decrease in an amount of \$134,643.40 from the original amount awarded of \$376,000.00. The current contract value is \$241,356.60. The prior approved change orders reflect a 35.81% decrease to the original contract value.

The reason for this change order is to reduce and close the purchase order. All invoices have been paid and a new contract is in place.

This change order is in compliance with the Illinois Criminal Code since the change is due to circumstances not reasonably foreseeable at the time the contract was signed, and is in the best interest of the District.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to decrease the purchase order and amend the agreement in an amount of \$34,125.98 (14.14% of the current contract value), from an amount of \$241,356.60, to an amount not to exceed \$207,230.62.

Funds will be restored to Account 101-15000-623520.

Requested, Eileen M. McElligott, Administrative Services Manager, BKS:SL:WG:JMS:MW:TG
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

Client : 100
Report Name: ZREP_CHANGE_ORDER_103
Requester : SANDERS

Change Order Log Report

System: BPD
11/10/2014 11:57:3
Page: 1

FD No. : 3071830
Tracking No. :
Vendor No. : 5006445

Original Value: 376,000.00
Approved Value: 241,356.60
Current Value : 241,356.60

Change Number	Text	Value	Initiator	Date	File Location	CR #	Board Approval	Status	Approver	Seq. No.	Change Number	Object Class
0001	2/7/13 BOC, #13-0109 (3A)	36,708.92 DEC	SUNSFTEIDB	02/06/2013				Approved	USNEBWERU	0001	4594298	ENRBE143
0002	02-06-14 BOC, 14-0045, GA	97,934.48 DEC	CUNNDEBP2	02/10/2014				Approved	USNEBWERU	0002	4837028	ENRBE143



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1374, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase the purchase order and amend the agreement for Contract 12-RFP-34 for a Third-Party Administrator for Workers' Compensation and Other Services, with PMA Management Corp. in an amount of \$7,000.00, from an amount of \$528,759.50 to an amount not to exceed \$535,759.50, Account 101-25000-601170, Purchase Order 3076578

Dear Sir:

On February 7, 2013, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue a purchase order and enter into an agreement with PMA Management Corp. to administer Workers' Compensation claims and related services for the District in an amount not to exceed \$395,000.00. The original agreement term is for one year, with options to renew in years two and three. The contract will expire on April 15, 2015.

As of November 7, 2014, the attached list of change orders has been approved. The affect of these change orders resulted in an increase in the amount of \$133,759.50 from the original amount awarded of \$395,000.00. The current contract value is \$528,759.50. The prior approved change orders reflect a 33.863% increase in the original contract value.

The change order increase requested in this letter is required to assure adequate funding for the workers' compensation claims handling services that include the daily data feed, Section 111 reporting, and Utilization Review. This change order is in compliance with the Illinois Criminal Code because it is germane to the contract as signed, and is in the best interest of the District.

In view of the foregoing, it is requested that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase the purchase order to PMA Management Corp. in an amount of \$7,000.00 (1.32 % of the current contract value) from an amount of \$528,759.50 to an amount of \$535,759.50.

Funds are available in Account 101-25000-601170.

Requested, Denice E. Korcal, Director of Human Resources

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

Change Order Log Report

PO No. : 3076578
Tracking No. : 30332
Vendor No. : 5014722

Original Value: 395,000.00
Approved Value: 528,759.50
Current Value : 528,759.50

Charge Number	Text	Value	Initiator	Date	File Letter	CR #	Board Approval	Status	Approver	Seq. No.	Charge Number	Object Class
0001	02/06/14 ECC, # 14-0045 IAW	36,240.50 DEC	NEGT	02/06/2014				Approved	UNGEPALEAU	0001	4835164	EINKEELEG
0002	Add lines 5,6 Bd Order 2/20/14 #24	170,000.00 INC	KAPPELJ	03/21/2014				Approved	USDALMC	0001	4835165	M1_SERVICE
										0002	4863132	EINKEELEG



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1343, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON ENGINEERING

Mr. David St. Pierre, Executive Director

Report on change orders authorized and approved by the Director of Engineering during the month of October 2014

Dear Sir:

Eight change orders were approved by the Director of Engineering that cumulatively, but not individually, increased or decreased the value of the purchase order by \$10,000.00 or less during October 2014.

Two change orders were approved by the Director of Engineering on contracts with a 5% contingency provision for errors and omissions and unforeseen circumstances, for an increase or decrease of \$100,000.00 or less during October 2014.

The contracts and related data are listed in the attached sheets.

Please advise the undersigned if additional information is required.

Respectfully Submitted, Catherine A. O'Connor, Director of Engineering, MVL

Attachments

ATTACHMENT 1

Report on Change Orders Authorized by the Director of Engineering that Increased or Decreased the Purchase Order for October 2014

Contract Number	Contract Name	Purchase Order	Vendor Name	Increase/Decrease	Amount	Description	Original Contract Value	Current Contract Value at October 31, 2014	Scheduled Contract Completion Date
91-177-CE	Distributed Control Systems for MSPS and Other Remote Stations SSA	5000978	Divane Bros Electric Co	DEC	\$1,366.00	Credit - Delete Seal Water Low Flow DI Points at MSPS	\$32,242,242.89	\$32,932,519.49	September 15, 2012
91-177-CE	Distributed Control Systems for MSPS and Other Remote Stations SSA	5000978	Divane Bros Electric Co	DEC	\$4,072.30	Credit - Delete Duplicate Conduits at MSPS	\$32,242,242.89	\$32,932,519.49	September 15, 2012
91-177-CE	Distributed Control Systems for MSPS and Other Remote Stations SSA	5000978	Divane Bros Electric Co	DEC	\$2,372.30	Credit - Replace Single Conductor Cable with Multi-Conductor Tray Cable at MSPS	\$32,242,242.89	\$32,932,519.49	September 15, 2012
09-176-3P	Sludge Thickening Facilities SWRP	5001115	McHugh Construction Co.	INC	\$8,540.00	Extra - Modify Bridge Crane in Area 24	\$162,232,344.00	\$166,446,038.16	November 11, 2016
08-530-3P	Digester Facility Improvements HPWRP EWRP	5001328	Meccon Industries Inc	DEC	\$1,657.00	Credit - Pneumatic Actuator DCS I/O for Digesters 1-6	\$1,782,000.00	\$1,783,065.00	May 23, 2014
09-365-5F	Heritage Park Flood Control Facility	5001339	F.H. Paschen/Lake County Grading JV	INC	\$4,787.85	Extra - Drainage Pipe to Lake Heritage	\$29,475,000.00	\$29,630,447.03	March 10, 2014
08-170-3D	Office Shop Storage Facility Service Tunnel Rehabilitation	5001402	Path Construction DEC	DEC	\$4,151.28	Credit - Elimination of vertical dowels and bar splicers	\$ 747,800.00	\$801,848.95	May 3, 2014
06-212-3M	Calumet TARP Pump Station Improvements	5001404	Solitt/Sachi/Alworth JV	INC	\$6,773.00	Motor Protection Relay CTS	\$35,067,000.00	\$35,073,773.00	May 20, 2018

ATTACHMENT 2

Report on Change Orders on Contracts with Contingency Provision Authorized by the Director of Engineering for October 2014

Contract Number	Contract Name	Purchase Order	Vendor Name	Increase/Decrease	Amount	Description	Base Contract Value	Contract Value at October 31, 2014 with Changes	Scheduled Contract Completion Date
10-716-3P	Wet Weather Treatment Facility and Reservoir LWRP	4000006	Joseph J Henderson & Son Inc.	INC	\$5,771.84	NZC Duct Banks at WWTF Influent Pump Station	\$29,070,000.00	\$29,161,957.09	December 30, 2015
10-716-3P	Wet Weather Treatment Facility and Reservoir LWRP	4000006	Joseph J Henderson & Son Inc.	INC	\$7,985.65	NZC Revisions to Disinfection System and Heating of WWTF Pumping Station	\$29,070,000.00	\$29,161,957.09	December 30, 2015

ATTACHMENT 3 (for November 20, 2014 Board Meeting)

91-177-CE, Distributed Control System for MSPS and other remote sites. The majority of the contract work has been completed. The final main raw sewage pump cut over to the new equipment has been completed. The remaining remote sites are in the testing phase. Substantial completion is expected by the end of this year.

09-365-5F, Heritage Park Flood Control Facility. All flood control work is completed and we have beneficial use of the reservoir. Site restoration and landscaping is all the work that remains. The contractor is required to maintain the plantings throughout a three year establishment period, after which Wheeling Park District will take over the maintenance of the landscaping. The contract will remain open until that period is over.

08-530-3P, Digester Facility Improvements Hanover Park and Egan WRPs. All work for this contract is complete and the contract has been close-out.

08-170-3D, Office, Shop, & Storage Facility Service Tunnel Rehabilitation (RE-BID). All contract work is expected to be completed by the end of November, 2014. Final completion is expected in January, 2015. The District is receiving beneficial use of the facilities.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1365, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON JUDICIARY

Mr. David St. Pierre, Executive Director

Authority to settle the Workers' Compensation Claim of Mark Williams vs. MWRDGC, Claim # W000838126, in the sum of \$57,004.00, Account 901-30000-601090

Dear Sir:

Mark William is a Maintenance Laborer A-Shift worker at the Calumet Water Reclamation Plant. On November 21, 2012, he sustained an injury to his lower back. He was initially seen at the industrial clinic on November 21, 2012. The diagnosis was a strained lower back. On January 30, 2013, an MRI of the lower back revealed multilevel spondylosis with more advanced discogenic disease at L4-L5 and L5-S1. After conservative treatment failed, the employee underwent a L4-S1 discectomy on April 29, 2013. Following this surgery, Mr. Williams underwent a course of physical therapy. He was initially able to return to work on September 5, 2013. However, he required an additional ten days off beginning on October 3, 2013 and returning to work on October 14, 2013.

Mr. Williams was paid a total of \$30,874.26, which represents 33.4 weeks of lost time benefits.

Subject to the approval of the Illinois Workers' Compensation Commission (IWCC), this Pro Se case can now be settled for 16% loss of person as a whole in the amount of \$57,004.00. The settlement will close out any future lost time benefits as well as any future medical benefits associated with this injury.

The Director of Human Resources believes that this settlement is in the best interest of the District and requests payment of that sum be approved and she be authorized to execute such documents as may be necessary to effect the settlement.

Requested, Denise E. Korcal, Director of Human Resources, DEK:RAJ:RG:aw

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Judiciary

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1366, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON JUDICIARY

Mr. David St. Pierre, Executive Director

Authority to settle the Workers' Compensation Claim of Charles Bravo vs. MWRDGC, Case 12 WC 15386, Illinois Workers' Compensation Commission (IWCC), in the sum of \$300,000.00, Account 901-30000-601090

Dear Sir:

On January 20, 2011, Charles Bravo was working as an Electrical Operator I at the Calumet Water Reclamation Plant when he sustained an injury to his lower back. On January 24, 2011, he went to his personal physician who diagnosed low back strain and recommended an MRI of the lumbar spine. On January 31, 2011, an MRI of the lumbar spine disclosed a posterior protruding disc at L5-S1 and an annular bulge at L4-5. Mr. Bravo was prescribed medicines and physical therapy. He was initially disabled off from work effective March 1, 2011 before eventually being able to resume restricted duty on September 26, 2011.

On April 20, 2012, Mr. Bravo was disabled off work again, as his lower back pain continued. He saw a specialist who recommended additional physical therapy and eventually recommended a Functional Capacity Evaluation to determine work abilities. A Functional Capacity Evaluation report of June 17, 2013 found Mr. Bravo at the light-medium work level, below the work threshold for his position at the District. The District could not accommodate these restrictions.

In December, 2013, an independent medical doctor restricted the employee to no lifting greater than 30 pounds. Mr. Bravo went through a formal ADA process, but the District was not able to accommodate him.

The employee's lost time benefits were suspended effective December 22, 2013. However, as there is a difference of medical opinion, we still have lost time benefits exposure from December 22, 2013 to present and beyond.

Mr. Bravo has been paid a total of \$122,499.15, which represents 117 weeks of lost time benefits. We have exposure of up to 30 years of lost time benefits at the current rate of \$54,441.40 per year.

Mr. Bravo filed an Application of Adjustment of Claim with the IWCC through his counsel. Subject to the approval of the IWCC, this claim can now be settled for a total amount of \$300,000.00. This settlement would include a separate resignation and release of all claims against the District. In addition, this settlement closes out any future lost time and future medical benefits associated with this injury.

The Director of Human Resources believes that this settlement is in the best interest of the District and requests payment of that sum be approved and she be authorized to execute such documents as may be necessary to effect the settlement.

Requested, Denice E. Korcal, Director of Human Resources, DEK:RAJ:RG:aw
Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Judiciary

File #: 14-1366, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1367, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. David St. Pierre, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and The Building Trades Coalition and Chicago Regional Council of Carpenters

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and The Building Trades Coalition and Chicago Regional Council of Carpenters have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees represented by the following 12 Unions in The Building Trades Coalition and Chicago Regional Council of Carpenters: Architectural and Ornamental Ironworkers Union, Local No. 63; Bridge, Structural and Reinforcing Ironworkers, Local Union No. 1; Chicago Journeymen Plumbers' Local Union 130, U.A.; International Association of Machinists and Aerospace Workers, Local 126; International Brotherhood of Electrical Workers, Local 134; International Union of Operating Engineers, Local 150; Painters' District Council No. 14 of International Brotherhood of Painters and Allied Trades (of Chicago, Cook, and Lake Counties, Illinois); Pipefitters' Association, Local Union 597; International Association of Sheet Metal, Air, Rail And Transportation Workers, Local 73; International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 17; Chicago Regional Council of Carpenters and Administrative District Council 1 of Illinois of The International Union of Bricklayers and Allied Craftworkers, AFL-CIO. The District has been advised that this Agreement has been ratified by each union in The Building Trades Coalition and Chicago Regional Council of Carpenters.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2014 through June 30, 2017.

It is recommended that the Board of Commissioners approve the Agreement between the District and The Building Trades Coalition and Chicago Regional Council of Carpenters.

It is requested that the President, the Chairman of the Committee on Finance, the Chairman of the Committee on Labor and Industrial Relations, the Executive Director, the Clerk/Director of Finance and the Labor Negotiator be authorized and directed to execute said agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Typographical errors in this Agreement, not resulting in substantive changes to the contract language, may be corrected following approval by the Board of Commissioners.

Requested, Denise E. Korcal, Director of Human Resources, DEK:TJK:BB

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Cynthia M. Santos, Chairman Committee on Labor and Industrial Relations

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

File #: 14-1367, **Version:** 1

Attachment

***METROPOLITAN WATER
RECLAMATION DISTRICT OF
GREATER CHICAGO***

AGREEMENT WITH

***THE BUILDING TRADES COALITION
AND CHICAGO REGIONAL COUNCIL
OF CARPENTERS***

MEMBERS

***ARCHITECTURAL & ORNAMENTAL
IRONWORKERS' UNION, LOCAL NO. 63***

***BRIDGE, STRUCTURAL AND REINFORCING
IRONWORKERS, LOCAL UNION NO. 1***

***THE CHICAGO JOURNEYMEN PLUMBERS'
LOCAL UNION 130, U.A.***

***INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
LOCAL NO. 126, AFL-CIO***

***INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL NO. 134***

***INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 150, AFL-CIO***

***ADMINISTRATIVE DISTRICT COUNCIL 1
OF ILLINOIS OF THE INTERNATIONAL
UNION OF BRICKLAYERS AND ALLIED
CRAFTWORKERS, AFL-CIO***

***PAINTERS' DISTRICT COUNCIL NO. 14 OF
INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES (OF
CHICAGO, COOK, AND LAKE COUNTIES,
ILLINOIS)***

***PIPEFITTERS' ASSOCIATION, LOCAL
UNION 597***

***INTERNATIONAL ASSOCIATION OF SHEET
METAL, AIR, RAIL AND TRANSPORTATION
WORKERS, LOCAL 73***

***INTERNATIONAL ASSOCIATION OF HEAT AND
FROST INSULATORS & ASBESTOS WORKERS,
LOCAL NO. 17***

***CHICAGO REGIONAL COUNCIL OF
CARPENTERS***

JULY 1, 2014 - JUNE 30, 2017

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THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
AGREEMENT WITH
THE BUILDING TRADES COALITION AND
CHICAGO REGIONAL COUNCIL OF CARPENTERS

PREFACE

This Agreement, which includes attached Schedules A through L, hereinafter referred to as the Agreement, is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the District, and the twelve separate and independent labor organizations identified in Schedules A through L, hereinafter referred to as the Union, who now agree as follows: that all of the parties to this Agreement are desirous of continuing an amicable understanding with respect to the employer-employee relationship which exists between them and of entering into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and they further agree that the attached Schedules A through L shall be incorporated into this Agreement.

SECTION 1. RECOGNITION

- A. The District recognizes the Union identified in Schedules A through L as the sole and exclusive bargaining agent for wages, hours and other conditions of employment for all full-time employees in the classes specified on its respective schedule.
- B. The District agrees that duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement, except that apprentices as described in the appropriate Schedule(s) may be assigned bargaining unit work in that trade. Employees who have no permanent Civil Service status shall have no recourse to the grievance and arbitration procedure in the event of discharge.

SECTION 2. MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules and regulations governing conduct and safety, and the right to determine the methods, processes and means of operations are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in the Union. The Union recognizes that the nature of the District's operations requires some degree of flexibility in making work assignments to its employees so that it can meet emergencies and other operational contingencies.

Outside agreements, negotiated between unions representing classifications in Schedules A through L of this Agreement and other private or public sector management organizations, are not binding to the District unless such language is specifically included in the Agreement between the District and the Building Trades Coalition and Chicago Regional Council of Carpenters.

B. OVERTIME

The District has the right to schedule and assign overtime work, as required, in a manner most advantageous to the District and consistent with the requirements of municipal employment, the public interest, and this Agreement.

C. CONTRACTING AND SUBCONTRACTING

The right of contracting and subcontracting is vested in the District, but shall not be used to undermine the Union.

The District requires all contractors and subcontractors covered by the Illinois Prevailing Wage Act, to comply with that Act. In accordance with District policy, contractors and subcontractors must submit a Certification Form which states the payroll submitted by the contractor or subcontractor is correct, complete and not less than the applicable rate and that no rebates have been or will be made to the contractor or subcontractor, as well as submit a Certified Payroll Form with the rates paid to all laborers, mechanics and other workmen prior to payment by the District.

D. LIMITATIONS UPON UNION ACTIVITY

Non-employee union representatives will be granted access to District premises only for the purpose of representing the interests of Union members. The representative shall obtain prior approval from the Head of the facility for such access. The Union designated

Plant Steward will be authorized to handle Union problems on District time, provided that any time spent on Union activities will be subject to prior approval of the Master Mechanic. The Unions will not designate leadmen and foremen to serve as Plant Stewards.

E. WORK ASSIGNMENTS

The Master Mechanic shall direct the assignment of employees covered by the Agreement and may direct that one such employee be assigned to a job that may be performed safely by one such employee, notwithstanding past practice.

In the event that the Foreman and/or Steward disagrees that such an assignment may be safely performed by a single employee, the matter may be submitted to the grievance procedure including arbitration. There shall be no interruption of work as a result of the initiation of such a grievance.

No employee covered by this Agreement shall be terminated or laid off as a result of implementing Section 2, Paragraph E.

SECTION 3. CHECK-OFF AND FAIR SHARE

- A. Check-off and/or fair share provisions shall be as specified in Schedules A through L of this Agreement. Where there are fair share provisions, the Union's procedure for establishing, explaining, and challenging this fee shall meet all constitutional and other legal requirements.
- B. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teaching of a church or other religious body of which such employees are members.
- C. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to the unions specified in Schedules A through L of this Agreement shall be done electronically. The unions specified in Schedules A through L of this Agreement shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to the unions. The unions shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

SECTION 4. WAGES

The District will pay an hourly rate of wages to the employees covered by this Agreement as specified in Schedules A through L, which are attached hereto. During the term of the Agreement, the Union will not request the District to pay more than the hourly rate specified in Schedules A through L, and the District will not pay less than the hourly rate specified in Schedules A through L.

SECTION 5. WORK WEEK

As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

Employees must clock in and out at their designated Biometric Time Terminal, unless authorized by management to use an alternate terminal or device. Employees must only clock in and out for themselves and are not authorized to clock in or out for any other employee.

Non-shift employees at plant locations must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out, no earlier than 15 minutes before the end of their scheduled workday and no later than 15 minutes after the end of their scheduled workday.

Shift employees must clock in no earlier than 15 minutes prior to the start of their scheduled work shift; and must clock out, no later than 15 minutes after the end of their scheduled work shift, if properly relieved.

Employees failing to clock in or out within the prescribed time limits or failing to use their designated Biometric Time Terminal shall be subject to disciplinary action.

Employees who clock in after the start of their scheduled workday or shift shall be considered late and subject to disciplinary action and will be docked for the time absent according to the following:

<u>Minutes Late</u>	<u>Time Deducted</u>
1 to 15 minutes	0 minutes
16 to 22 minutes	15 minutes
23 to 30 minutes	30 minutes
Etc.	Etc.

Management may approve requests for employees to use their own time to cover the time deducted for being tardy. Employees found to be abusing this privilege will be provided with notice that paid time off will not be allowed to cover future tardiness. Employees may be subject to disciplinary action for additional instances of tardiness.

- A. The normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. The normal workday shall begin between 7:00 a.m. and 8:00 a.m., and end between 3:30 p.m. and 4:30 p.m.

Employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report for work, except in emergencies beyond the employee's control which the circumstances at the time can alone determine.

- B. Employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise. Employees whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch. No employee will be allowed to work through lunch without prior approval from the Master Mechanic's Office. Employees returning to the plant before 1:30 p.m. will be required to take their lunch. Employees returning to the plant after 1:30 p.m. will be allowed to leave at 3:00 p.m. with supervisory approval, if no lunch period was taken and working conditions do not dictate otherwise.
- C. All employees shall report to their work stations in working clothes.
- D. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.
- E. Employees will be allowed a fifteen minute morning coffee break, normally from 10:00 a.m. until 10:15 a.m., unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.
- F. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:10 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:10 p.m.

SECTION 6. OVERTIME

- A. All hours worked in excess of 8 per day or 40 per week shall be compensated for at 1-1/2 times the hourly rate in effect for each classification, plus 1/2 hour compensatory time for each overtime hour worked.
- B. Overtime credit earned in one quarter must be used before the end of the next quarter provided however, that a maximum of forty hours of compensatory time may be carried over. Compensatory time, when used by employees, shall be scheduled with the approval of the immediate supervisor. Whenever possible, the employee will be notified in advance when to use overtime credit.

- C. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. No overtime credit will be allowed for travel time that is an extension of the regular workday which continues after the end of the workday.
- D. If an employee works overtime which requires an extra trip, he/she shall be compensated at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time for each hour worked with a minimum credit of two hours. For employees working unscheduled overtime, reasonable travel time will be compensated at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time for each hour traveled.

An employee called in to work overtime after the end of the last regular workday prior to the overtime will be considered as working unscheduled overtime. An employee scheduled to work overtime prior to the end of the last workday preceding the overtime will be considered working scheduled overtime.

Travel claims are subject to audit; employees found to be claiming excessive travel time or mileage may be subject to disciplinary action.

- E. In an overtime situation where members of the Bargaining Unit are involved, such employees may leave the plant for supper, but only with the permission of their immediate supervisor. Time spent for supper shall not be counted as time worked. Suppertime shall not exceed one hour.
- F. Overtime is to be distributed equally among the employees within each work group so far as practical. In accordance with past practice overtime for each work group shall be recorded. Employees working on an assignment that requires overtime as a continuation of the workday can perform such overtime regardless of the amount of their recorded overtime. It will be the responsibility of the District and the Union to address all issues arising out of a claim of inequitable assignment of continuation overtime. When practical at the discretion of the Master Mechanic's Office, others with less recorded overtime will be considered for the assignment. Employees must leave a phone number where they can be reached at all times in order to be contacted for any unscheduled overtime.
- G. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.
- H. Leadmen, Foremen, and if necessary Stewards, who are directed by the Master Mechanic's Office to make phone calls from home for scheduling trade personnel will receive one-half hour of overtime as compensation per incident. The Leadman, Foreman or Steward will be required to complete a timesheet to record any time spent scheduling from home. For any time spent scheduling from home that is over one-half hour in duration, the Leadman, Foreman or Steward will be required to complete a timesheet and provide documentation demonstrating the additional time spent scheduling by phone.

SECTION 7. HOLIDAYS

- A. Time off with pay shall be granted to full-time employees on the following holidays:

New Year's Day
 Martin Luther King Day
 Lincoln's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day
 Three (3) Optional Holidays

A holiday is one which is recognized regardless of the date of the week on which it falls. A holiday falling on a Saturday will be observed on the preceding Friday; one which falls on a Sunday will be observed on the following Monday.

Employees hired after June 30th in any calendar year will receive their third Optional Holiday the following January 1st. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor and must be used each year by December 31st. Under no circumstances will an employee be allowed to carry any optional holidays over into the following calendar year.

- B. Bargaining Unit employees will be scheduled to work at their regular, straight-time hourly rate when the District celebrates holidays other than those identified in this Agreement.
- C. To be eligible for holiday pay, employees must work their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday unless they have been granted an excused absence. Excused absences shall be granted for approved vacation leave, bereavement leave, sick leave or other leave with pay. The Department Head shall have the right to exercise discretion in granting excused absences for reasons other than those above. However, employees on ordinary or duty disability, FMLA absences without pay, or other leaves of absence without pay on their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday shall be considered ineligible for holiday pay.
- D. Any day not listed above declared to be a holiday by the Board of Commissioners shall automatically be considered a holiday under this Agreement.

ADDITIONAL HOLIDAY

Employees will be given the choice of one additional holiday during the holiday season based on the following choices:

For 2014, the additional holiday options are:

Wednesday, November 26, 2014, or Friday, November 28, 2014, or Wednesday, December 24, 2014, or Friday, December 26, 2014, or Wednesday, December 31, 2014, or Friday, January 2, 2015.

For 2015, the additional holiday options are:

Wednesday, November 25, 2015, or Friday, November 27, 2015, or Thursday, December 24, 2015, or Monday, December 28, 2015, or Thursday, December 31, 2015, or Monday, January 4, 2016.

For 2016, the additional holiday options are:

Wednesday, November 23, 2016, or Friday, November 25, 2016, or Friday, December 23, 2016, or Tuesday, December 27, 2016, or Friday, December 30, 2016, or Tuesday, January 3, 2017.

The proper time sheet coding for regular day (non-shift) employees to use for this additional holiday is Code 0030, Holiday.

SECTION 8. VACATIONS

- A. All full-time employees shall be entitled to the following weeks of vacation:

First five (5) years of service - ten (10) working days

Next ten (10) years of service - fifteen (15) working days

Next ten (10) years of service - twenty (20) working days

After twenty-five (25) years of service - twenty-five (25) working days.

Employees must have completed five (5), fifteen (15), or twenty-five (25) years of service with the District before June 30 in order to qualify for the three (3), four (4) or five (5) week vacation respectively, within that calendar year. If the service anniversary date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

- B. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to implement this program, vacation schedules shall be developed by January 31st of the vacation year. In choosing vacation periods, the employee classes (i.e. Foreman, Leadman and Journeyman) identified on each schedule

attached to this Agreement will be considered as a single group in each budgetary section for calculation purposes.

1. The classifications of Foreman and Leadman will be considered a single group in each budgetary section for scheduling purposes. Vacations will be scheduled by classification and then seniority within each classification for each such work group (Foreman and Leadman) in each budgetary section. Only one Foreman or Leadman will be allowed off for vacation in any week in accordance with the Agreement, unless approval is otherwise granted from the Master Mechanic's Office.
2. Journeymen will be considered a single group in each budgetary section for scheduling purposes. Vacations for Journeymen will be scheduled by seniority in each budgetary section. The vacation selections of Foremen and Leadmen will not impact the number Journeymen allowed off for vacation.

In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his/her vacation during any time of the year that he/she may request, providing that it meets with the approval of the Master Mechanic.

- C. The maximum number of Journeymen from each trade group identified on schedules attached to this Agreement within a budgetary section allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks for Foremen (where applicable), Leadmen (where applicable) and Journeymen to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of Journeymen from each trade group identified on schedules attached to this Agreement allowed off during the February through November vacation period (31 weeks as defined above), may be allowed vacation during the months of January and December.
- D. Accrued vacation must be used as scheduled unless an employee is directed otherwise by the Master Mechanic. Employees may submit a request through their chain of command to carry over a maximum of five days of vacation to the following year. The requests will be considered on an individual basis, and are approved by the Chief of Maintenance and Operations. The request to carry over vacation must be for a legitimate reason.
- E. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.
- F. Normally vacation time should be taken in periods of one week (five working days), at a minimum. After employees have submitted their vacation requests in accordance with the vacation schedules in Paragraph B of this Section and the vacation schedule has been finalized, employees may submit requests to use individual vacation days. Such requests

will be considered on an individual basis and approved provided there is enough coverage on the day(s) requested. These requests are subject to approval by the Master Mechanic.

- G. New employees will earn a regular vacation of ten working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten working days in each calendar year during the first five years of service. A new employee may use half of the above vacation time (five working days) after six months of District service, providing such employee receives the approval of the Master Mechanic.
- H. Any employee who has rendered service as an employee to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

Employees of the District must have at least one (1) calendar year's employment with the District before being entitled to vacation credit for prior service with the above other specified governments. The year of service with the District must be completed by June 30.

- I. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.
- J. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

For employees on duty disability, vacation benefits will accumulate, commencing from the date of disability for a maximum of two, three, four or five weeks based on the employee's vacation eligibility at the time the employee becomes disabled. Vacation benefits will not accumulate after an employee has been absent on duty disability for more than 12 continuous months. When an employee returns to work after being on duty disability, works for less than one year, then returns to duty disability, the periods of disability shall be combined and considered to be one continuous period of disability. This shall not affect the accumulation of vacation benefits during periods that an employee works.

Employees returning to work from duty disability with an unused vacation balance that has been carried over from the previous year or an unused vacation balance accrued while on duty disability from the previous year shall be required to use this unused vacation balance immediately upon their return to work or at the discretion of the Master

Mechanic based on operational needs. This does not preclude an employee's right to request vacation carry over as provided in Paragraph D of this section.

SECTION 9. JURY DUTY

Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

SECTION 10. BEREAVEMENT PAY

Leave with pay will be allowed for employees to attend services resulting from a death in the immediate family not to exceed three working days. Such leave shall apply to the death of husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, step-parents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the employee. Bereavement leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Benefit Coverage for Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

SECTION 11. SICK LEAVE

- A. Employees shall be credited with eight days of sick leave in 2008. Effective January 1, 2009, employees will be credited with twelve days of sick leave. There is no maximum accumulated sick leave balance. No employee will be eligible for sick leave with pay until the first month of employment is completed. New employees starting after January 1 in any given year, will accumulate sick leave credit at the rate established below and shall receive on the following January 1 the full sick leave credit due for that year. For new employees starting after January 1, 2008, sick leave credit shall commence after the first month of employment and accumulate at the rate of 5.25 hours for each month of service until the following January. Sick leave accumulation for new employees will be at the rate of 8 hours per month effective January 1, 2009.
- B. Sick leave will continue to accumulate during the period that the employee is off due to sickness.
- C. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

Sick leave benefits will accumulate while an employee is on duty disability. No employee on duty disability shall accumulate more than 120 workdays of sick leave credit.

- D. Employees reinstated to the District's service within one year following resignation will be credited with any unused sick leave accumulated during prior service. Employees must have at least one year's service following reinstatement before being entitled to such credit.
- E. If an employee has been absent due to sickness, the immediate supervisor may require a Doctor's Certificate to verify the illness.
- F. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

G. Annual Sick Leave Payout

Employees with a District start date prior to November 2, 1994 who are eligible to accumulate sick leave credits, shall receive on or about the first day of December in each year a cash payment of 33-1/3 percent of the unused portion of sick leave credits accumulated by the employee as of November 1 in excess of 120 sick leave days, up to a maximum of five (5) days' pay earned (15 sick leave days) in any one year.

Employees with a District start date prior to November 2, 1994 shall be paid for such percentage of the sick leave accumulation at the rate of pay which the employee was receiving on November 1 of the year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

For employees with a District start date on or after November 2, 1994, there will be no cash payment for any unused accumulated sick leave on an annual basis.

Sick Leave Payout at Separation

When an employee with a District start date prior to November 2, 1994 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of sixty (60) days' pay. The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

When an employee with a District start date of November 2, 1994 through December 31, 2011 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance for either the amount of sick leave accumulated through December 31, 2011, or the amount of sick leave the employee has at the time of separation, whichever is lesser, but in no

instance shall the amount of accumulated sick leave eligible for payout be greater than 120 days. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation to a maximum of 60 days' pay.

For employees with a District start date of January 1, 2012 or later, upon separation for reasons other than discharge, the employee will receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 15 days' pay. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation.

- H. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available, as defined in the Family and Medical Leave Act Administrative Procedure in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

SECTION 12. TERMINATION PAY

Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service
- Two days' pay for each of the next five years of service.

The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

Employees of the District with a District start date of November 2, 1994 through December 31, 2011, and who have completed five or more years of actual service to the District shall receive, upon final separation from that service for reasons other than discharge, termination pay of a minimum of one day's pay to a maximum of thirty (30) days' pay at the rate the employee was receiving at the time of separation, and subject to the additional conditions set forth herein in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service

- Two days' pay for each of the next five years of service.

Employees with a District start date of November 2, 1994 through December 31, 2011 will not be eligible for and will not be paid for any termination pay pursuant to the above schedule for any years of service beyond December 31, 2011.

Employees with a District start date after December 31, 2011, shall not be eligible for termination pay upon separation from District service.

SECTION 13. TRANSFERS IN SAME CLASS

These procedures will apply to all transfers between sections, and specifically do not apply to work assignments within a budgetary section.

- A. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for Transfer" form. The supervisor shall date and initial the transfer request form upon receipt and provide a copy to the employee.
- B. The request will be promptly routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as the routing has been completed.
- C. Whenever a vacancy occurs, an attempt will be made to fill such vacancy by transfer at the request of a present employee. Except as hereinafter provided, all such transfers will be made in accordance with seniority, unless, in any given situation, it is not in the best interest of the District to do so.
- D. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined.
- E. A probationary employee may submit a request for transfer, but shall not normally be considered for actual transfer until after final completion of the probationary period.
- F. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.
- G. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- H. The Human Resources Department will establish suitable rosters of all requests for transfer into, and out of, each work location. These rosters will be available for

reasonable examination by employees and their representatives during regular business hours at the Main Office.

- I. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and current unless and until either the request is satisfied or the employee submits a written authorization to withdraw the request. A request for transfer or a request to withdraw a transfer are deemed to be valid when the form for such request(s) has been submitted to the employee's immediate supervisor, the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee. The immediate supervisor will forward the form(s) to the appropriate section within the Human Resources Department, the request(s) will be processed, and a copy of the form(s) indicating the request(s) have been processed will be returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days, the employee shall ask his/her immediate supervisor to inquire if the request(s) have been received and processed to ensure his/her request(s) are on file.

As soon as practical upon execution of this Agreement, employees will enter a request for transfer or a request to withdraw a transfer through an official electronic format. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been entered into an official electronic format, 2.) the request(s) is reviewed and approved by the Human Resources Department and notification of the request is sent to the employee and supervisor. If the employee has not received notification within ten (10) working days, the employee shall ask his/her immediate supervisor to inquire if the request(s) have been received and processed to ensure his/her request(s) are on file.

A written authorization to withdraw a transfer request must be entered into the official electronic format and received and processed by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

After an official electronic format for transfers has been implemented and operating for six months, employees will be notified by mail that they have 30 calendar days to review and update their own transfer requests in the electronic format. Thereafter, there will not be any transfer waivers allowed and the most senior employee with a valid transfer request will be transferred.

- J. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.
- K. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "(AC)" where the employee's job duties are no longer required will occur. If an employee returned to work from ordinary disability or a

leave of absence and was temporarily placed into a position with a budgetary designation of "108", the least senior employee in the section with the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "AC".

- L. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability for three (3) months or Duty Disability for five (5) months.

An employee who has been continuously absent without leave (AWOL) will not be vacated from his/her position until he/she has been AWOL for three (3) months.

- M. Employees may be temporarily reassigned pending completion of an investigation by the District as outlined below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

Employees may ultimately be transferred in the best interest of the District and the employee(s) if the District substantiates the allegations and issues disciplinary action short of discharge or disciplinary action short of discharge by the Civil Service Board has been taken in accordance with the following:

- Administrative Procedure 10.27.0, Rules for Employee Conduct
- Administrative Procedure 10.40.0, Workplace Violence
- Administrative Procedure 10.5.0, Anti-Harassment, Anti-Discrimination, and Anti-Retaliation Policies and Reporting Procedures

In these instances, the District will notify Building Trades Coalition and Chicago Regional Council of Carpenters of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

Employees who are transferred in accordance with the above language as a result of their actions based on the allegations, investigation and subsequent discipline shall not be eligible for a voluntary transfer for a period of two years. Such employees shall forfeit their seniority rights for transfer purposes only and be considered first (least senior) for an involuntary transfer if such employee is in a section with budgetary designations of "#1," "#2," or "AC," unless it is not in the District's best interest to do so. Such employee's seniority for transfer purposes will be the date the employee is transferred from his/her current section following disciplinary action.

Employees who are involuntarily transferred in accordance with the above language and who were not a party to the allegations, investigation or subsequent discipline based on the incident, which resulted in their involuntary transfer, may submit a transfer request immediately to return to the location and shift the employee was transferred from and the six month and 30 day restriction will not apply. The involuntarily transferred employee who has submitted a transfer request will be the first employee eligible for such transfer to return to the location and shift the employee was transferred from, if such transfer does not require the waiver of a crosshatch.

Any updates or new Administrative Procedures issued regarding the topics above during the term of this Agreement will be included for the purpose of a temporary reassignment, and/or transfer.

SECTION 14. SENIORITY

Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined.

When one or more but less than all employees occupying the positions in a single class are to be laid off, such employees shall be laid off in the order of lowest seniority.

SECTION 15. AUTO AND MEAL ALLOWANCE

- A. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated at the rate established as District Policy by the Director of Finance/Clerk for all such miles.
- B. Any employee requested by the Plant, Section, or Department Head to report to the Main Office or other District facility for District business during working hours shall be entitled to mileage allowance in the amount of one round trip from the Plant to the Main Office or other facility, if transportation is not provided.
- C. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$8.00 for meal compensation after completing the twelfth consecutive hour of work. Meal time periods shall not exceed one hour in time.

SECTION 16. INSURANCE AND BENEFITS

A. Health Insurance

The District shall provide health insurance coverage to the employee or dependents, either single, employee plus one dependent, or family plan as appropriate to regular full-time employees. Health Insurance coverage also includes domestic partners in

accordance with Administrative Procedure 10.3.0, and civil union partners in accordance with Administrative Procedure 10.43.0. Domestic partner or civil union partner eligibility may be redefined in any updated or new Administrative Procedure. Employee contributions will be based on a percentage of the actual claims cost for single, employee plus one dependent, or family coverage, and deducted 24 pay periods per year.

Effective July 1, 2014, costs for employees in the health maintenance organization (HMO) program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the HMO will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2015. Effective July 1, 2016, costs for employees in the HMO program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2016.

Effective July 1, 2014, costs for employees in the comprehensive major medical program (PPO) will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the PPO will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2015. Effective July 1, 2016, costs for employees in the PPO program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2016.

The pre-tax employee contributions effective July 1, 2014, for each of the 24 pay periods shall be as follows:

	<u>Single</u>	<u>Employee + 1</u>	<u>Family</u>
HMO	\$26.45	\$52.90	\$92.57
PPO	\$41.24	\$82.48	\$144.34

The Union will cooperate with the District in developing programs to contain the cost of health care.

Prior to July 1 of each calendar year all employees will have the option of selecting HMO or PPO coverage.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the District. All benefits are subject to the provisions of the policies between the District and the insurance company but will not be diminished during the term of this Agreement.

PPO

The penalty for failure to call for preadmission approval prior to an inpatient hospital stay under the PPO is \$350.00.

For employees in the PPO, effective July 1, 2014 the following will apply:

- The annual deductible will be \$300.00 per individual, the annual deductible for Employee + 1 will be \$600.00 and the maximum annual deductible per family will be \$900.00.
- Coinsurance will be 85% of eligible charges after the annual deductible has been met.
- A \$100.00 co-payment for the emergency room per visit will be required. The co-payment is waived if the patient is admitted from the emergency room.
- A Prescription Drug Step Therapy and Prior Authorization program will be utilized.
- The annual out-of-pocket expense limit is \$1,500.00 per individual, \$3,000.00 for Employee + 1 and a maximum of \$4,000.00 per family for in-network providers. The annual out-of-pocket expense limit is \$3,000.00 per individual, \$6,000.00 for Employee + 1 and a maximum of \$9,000.00 per family for out-of-network providers.
- Coverage for outpatient surgery will be as follows:

In-network (PPO)	85%
Out-of-network	70% of Usual and Customary

For employees in the PPO, effective January 1, 2016 the following change will apply:

- The annual deductible will increase from \$300.00 to \$350.00 per individual, the annual deductible for Employee + 1 will increase from \$600.00 to \$700.00 and the maximum annual deductible per family will increase from \$900.00 to \$1,050.00.

The District offers a Wellness Benefit, including Preventative Care Services to all employees and eligible dependents enrolled in the Blue Cross Blue Shield Participating Provider Organization (PPO).

This benefit will encourage employees and eligible dependents to seek the preventative care and diagnostic services identified below with the goal of providing for the early diagnosis of illness which can be beneficial in controlling long term health care costs.

Wellness Benefit

- Routine Lab Work
- Routine X-rays
- Hearing Screenings
- Routine Sleep Study
- Routine EKG
- Routine Ovarian Cancer Lab/X-ray
- Routine Colorectal Lab/X-ray

The Wellness Benefit will be covered at 100% of the eligible charge and the annual deductible will not apply. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

Preventative Care Services

- Annual Routine Pap Smear
- Mammogram
- PSA and DRE
- Routine Physical Checkups (Adults)
- Routine Pediatric Checkups, Well Baby Care & Pre-school exams
- Immunizations
- Routine Bone Density Test
- Smoking Cessation Services
- Healthy Diet Counseling

The listed preventative care services including related office visits and physician fees, will be covered at 100% of the eligible charge. The annual deductible will not apply to the preventative care services. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

HMO

For employees in the HMO, effective July 1, 2014 the following will apply:

- A \$20.00 co-payment for office visits will be required.
- The annual out-of-pocket expense limit is \$1,500.00 per individual and a maximum of \$3,000.00 per family.
- A \$50.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

For employees in the HMO, effective January 1, 2015 the following change will apply:

- The co-payment for the emergency room will increase from \$50 to \$100. The co-payment will continue to be waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

Employees who are covered under either the PPO or HMO plan will receive prescription drug coverage according to the following schedule effective July 1, 2014:

Retail Card

Based on a 30-day supply

	<u>Co-payment</u>
Generic	\$ 9.00
Formulary	\$25.00
Non-Formulary	\$45.00

Mail Order

Employees may obtain up to a 90-day supply of maintenance drugs. Employees are strongly encouraged to use mail order for maintenance drugs.

	<u>Co-payment</u>
Generic	\$18.00
Formulary	\$50.00
Non-Formulary	\$90.00

The formularies are determined by the pharmacy benefits manager and the mail order provider, and are not subject to notice of changes or approval of such changes by the District.

For employees with prescription drug coverage, effective January 1, 2015 the following will apply:

- A fourth tier of drugs will be added to the retail benefit schedule for specialty medications. The “Specialty” tier will have a co-payment of \$100.00.
- The annual out-of-pocket expense limit for prescription drugs is \$1,000.00 per individual, \$2,000.00 for Employee + 1 and a maximum of \$2,700.00 per family.

- b. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Union.
- c. Employees will have the choice of the comprehensive major medical program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.
- d. Where both husband and wife or other family members eligible under one (1) family coverage are employed by the District, the District shall pay for only one (1) family insurance or family health plan.
- e. During the term of this Agreement if some form of federally mandated health care reform is instituted which has a mandated impact on the health care program provided in this Agreement, the District or the Union may reopen the Agreement for health insurance only by written notice to the other party within sixty (60) days of the effective date of such legislation.
- f. Employees will be covered by a vision plan. Coverage will be determined by the employee's coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this agreement, the benefits from this plan will include the following:

Eye Examination	Once every 12 months
Frames	Once every 24 months
Standard Plastic Lenses	Once every 12 months
or	
Contact Lenses	Once every 12 months

The benefits provided and co-payments for in-network and out-of-network services are as defined by the vision plan provider, and will not be diminished during the term of this agreement provided the same services are available in the marketplace.

B. Life Insurance

1. The District shall provide each full-time employee covered by this Agreement with a paid \$20,000 group-term life policy.
2. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

C. Contributions for Dental Insurance

1. Employee contributions will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending March 31st of each year.
2. The District retains the right to select insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.

D. Pension

Pension benefits for employees covered by this Agreement shall be as mandated under the Metropolitan Water Reclamation District Retirement Fund Act, 40 ILCS 5/13-101 et seq.

E. Flexible Spending Accounts

Employees may voluntarily participate in establishing pre-tax flexible spending accounts for medical, dependent care, and/or transportation in accordance with federal Internal Revenue Code guidelines.

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are irrevocable for a one-year period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan year is from July 1st through June 30th. Employees may carry over up to a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (June 30th). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

The effective date of each new plan year is July 1st. Employees may set aside an amount up to the maximum recommended by the District and approved by the Board of Commissioners for the medical spending accounts. Elections for dependent care spending accounts may be made up to the maximum amount allowed by the federal Internal Revenue Code.

Transportation Accounts (Mass Transit and Parking)

Initial participation or changes to the transportation accounts elections, both transit and parking, may be made at any time.

Transit and/or parking elections or changes become effective the first pay period following the election or change.

The minimum and maximum amounts will be administered in accordance with the federal Internal Revenue Code and related policies established by the District's Board of Commissioners.

Reimbursements for eligible expenses from the flexible spending accounts will be administered by a third party selected by the District. Disputes with the third party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.

F. Labor Management Committee on Health Care

The District and the unions representing District employees shall establish a "Labor Management Committee on Health Care." The Committee shall consist of staff from the District's Labor and Employee Relations Section, the Compensation and Benefits Section, including the District's Compensation and Benefits Manager or his/her designee, the Risk Manager, and other District Representatives designated by the Labor Negotiator and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor the performance of the District's health care plan and to discuss ways to improve plan operation and administration on an ongoing basis, including but not limited to such items as:

- alternative funding options,
- the prescription drug plan and the mail order program,
- the methodology of computing employee contributions,
- revisions to the list of providers participating in the hospital PPO.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Labor Management Committee on Health Care (Committee) to identify specific health care cost management opportunities. If the Committee mutually determines that certain cost management options are worthy of serious consideration, the District's staff may so advise the Executive Director. The

Executive Director will determine if the recommended cost management options should be presented to the District's Board of Commissioners. If any item is recommended by the Committee and presented to the Executive Director for consideration and such item is not presented to the District's Board of Commissioners, the Executive Director shall provide a written response to the Committee as to the reason(s) for not presenting such recommendation to the Board of Commissioners. The District's Board of Commissioners must approve any recommended cost management option prior to implementation.

The Committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the plan.

SECTION 17. MISCELLANEOUS

A. Plant Stewards

The Union may designate Plant Stewards at each work location and furnish the District with a list of names of the Stewards and the work groups they represent. Only the Union Steward or other Union representative designated by the Union, as specified above, may represent the Union or union members in matters coming under Section 18 (Grievance Procedure) of this Agreement.

B. Voting Time

The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.

C. Warning Notices

Warning notices will be removed from an employee's personnel record after one year from the issuance of said warning notice upon the employee's written request, provided the employee does not receive any other disciplinary action(s) during the next 12 months.

D. Tuition Reimbursement

The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0,

Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

A minimum grade of "C" will be required for reimbursement. For courses taken on a Pass/Fail basis, a "Pass" will be required. Employees that voluntarily separate from District service will be required to repay tuition reimbursement to the District as follows: 100% repayment for reimbursements made to the employee received within one (1) year of leaving District employment, 75% repayment for reimbursements made between one (1) year to two (2) years of leaving District employment and 50% repayment for reimbursement made to the employee received between two (2) and three (3) years of leaving District employment.

Effective January 1, 2013, all employees shall be reimbursed for approved courses, at the rate of 75% of the tuition cost to a maximum reimbursement of \$10,000 per employee per calendar year in which the reimbursements were paid.

Any revisions to Administrative Procedure 10.4.0, Tuition Reimbursement Program for Non-Represented Employees during the term of this Agreement will be included for the purpose of determining tuition reimbursement eligibility.

E. Safety Apparel and Equipment

The District will furnish safety wearing apparel and safety equipment where management determines that work conditions require such apparel or equipment.

F. Safety Boots and Glasses

The District will reimburse employees for safety boots and safety glasses at a rate and method to be determined by the Risk Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$50.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$64.00.

Effective January 1, 2015, the rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

G. Acting Assignments

If an employee is temporarily assigned to perform the work of a higher rate classification for a period of not less than one hour, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payments will be in accordance with the provisions of Schedules A through L or as approved by appropriate supervisory personnel.

When a Civil Service list exists, acting assignments for Leadman (or Foreman in those trades without a Leadman) at a given plant will be made from the eligible list(s), rotating through the individuals on the list(s) from among those that are reachable at that plant location, one occurrence at a time. The reachable individual at that plant location with the least acting hours acts during the next absence, for a maximum of one week. If both Foreman and Leadman lists are current, the acting assignments will rotate through the individuals on both lists. If a list is available for Foreman only, it will be used to fill a Leadman's acting assignment when both positions exist. In those instances where a plant location does not have any reachable candidates on the list(s), then the acting assignment will be made on a rotating basis through the entire list. If there are no candidates on the list(s) at a plant location where an acting assignment is needed, then the acting assignment will be made as if no list existed.

When no Civil Service list exists, acting assignments for Leadman (or Foreman in those trades without a Leadman) will be made at the discretion of the Master Mechanic, based upon classification, the candidate's job knowledge, competence and willingness to act.

Acting assignments are subject to the approval of the Master Mechanic, and recent disciplinary action(s) and poor performance ratings will be considered.

H. Discretionary Time Off

Employees will be granted a maximum of three days, either sick leave, vacation or compensatory time, which normally must be used in units of not less than one day. The use of discretionary time does not interfere with the employee's right and/or ability to request and schedule vacation or compensatory time in accordance with the collective bargaining agreement. With supervisory approval, employees may take discretionary time off in less than one-day units. Whenever possible, such discretionary time off shall be scheduled with the prior approval of the supervisor. Discretionary time off shall not be carried over from one calendar year to the next. Prior approval for discretionary time off must be obtained for discretionary time off to be used on a holiday, the day preceding a holiday, vacation, or holiday used day, and/or the day following a holiday, vacation, holiday used day or in conjunction with compensatory time.

I. Drug and Alcohol Testing Policy

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. This policy will be implemented when comparable policies apply to all District employees.

B. Voluntary Treatment

The District and the Union strongly encourage employees to voluntarily make use of the Employee Assistance Program (EAP) for any alcohol, drug, or substance abuse problem. Employees may initiate counseling, referral and aftercare on a voluntary basis prior to a violation of this Drug and Alcohol Testing Policy. An employee will not be subject to disciplinary action for voluntarily seeking the assistance of the EAP for an alcohol, drug, or substance abuse problem(s). Enrollment in an EAP following a violation of this policy may not preclude discipline.

C. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.

1. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
2. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.
3. Employees must sign a consent form prior to testing. Failure to sign the consent form or to comply with testing, although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge.
4. Urine samples will be analyzed by a laboratory selected by the District and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.

5. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be considered as a positive drug test, and a violation of this policy. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file.
6. At the time the urine sample is collected, the employee may request a split sample to be analyzed by an independent laboratory certified by SAMHSA. The independent laboratory must also maintain strict chain-of-custody procedures. The split sample testing requested by the employee will be at the employee's expense and subject to the same standards as the laboratory selected by the District.
7. Employees directed to take a breathalyzer alcohol test will also be required to complete a consent form prior to testing. Failure to complete the consent form to comply with testing although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge. Employees with a blood-alcohol content of .05 or greater will be considered in violation of this policy.

D. Action to be Taken for Employees in Violation of this Policy

Employees found to be under the influence of alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

Employees found to be in violation of this policy may be required to enter into a Stipulation of Facts and an Agreement with the District and the Civil Service Board as a condition of continued employment. That Agreement may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Agreement, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

J. Changes to Performance Ratings

Employees may request to have a union representative present at a meeting where it is being explained to the employee why his/her performance rating was changed by a supervisor above the level of the Rater (immediate supervisor). It is the employee's responsibility to request the presence of a union representative.

K. Electronic Deposit of Payroll Checks

All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.

L. Staffing

The District will advise the Union, in writing, of any positions within the bargaining unit which have been designated #1, #2, (AC), or have been vacated and dropped in the Executive Director's Budget Recommendations. This notification will occur prior to budget hearings conducted by the Board of Commissioners.

M. Military Leave

The District will grant military leave in accordance with Illinois State and Federal Laws.

N. Facility Closure

When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following will apply:

1. Full Day District Designated Facility Closure

- a) Non-shift employees who are instructed not to report for work shall receive payroll code 0017 – Employee Benefit for the workday.
- b) Non-shift employees who are not working due to a prescheduled paid day off will have their time sheet adjusted to reflect payroll code 0017 – Employee Benefit for the workday if work is not available to them due to their work location being closed.
- c) Non-shift employees who are directed to report to work when their work location is closed shall be compensated at 1-1/2 times their hourly rate plus 1/2 hour compensatory time for all hours worked. Such employees will be coded 0017 – Employee Benefit for any regularly scheduled hours not worked during their scheduled workday.
- d) Shift employees who are scheduled to report to work and who are not able to report to work, or who are already off work on a prescheduled paid day off, will be allowed to use their own discretionary time to cover their absence.

- e) Shift employees who are scheduled to report to work and report for work shall receive their regular compensation in addition to payroll code 0026 – Holiday Earned for the number of hours worked equal to the paid time off received by non-shift employees in the bargaining unit at their assigned work location, up to a maximum of eight (8) hours holiday earned credit.
- f) Shift employees who are on a regular day off (payroll code 0048) or on a prescheduled paid day off and who are called in and report for work shall be compensated at 1-1/2 times their hourly rate plus 1/2 hour compensatory time for all hours worked. Such employees shall also receive payroll code 0026 – Holiday Earned for all hours worked up to a maximum of eight (8) hours holiday earned credit.
- g) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.

2. Partial Day District Designated Facility Closure

- a) Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017 – Employee Benefit for the remaining hours of their workday.
- b) Non-shift employees who are off work on a pre-scheduled day off or who are not at work at the time when non-shift employees at their assigned location are released early are not eligible to receive payroll code 0017 – Employee Benefit.
- c) Non-shift employees who are required to work for the remainder of their workday after the District has released other employees for early dismissal at their assigned work location shall be compensated at 1-1/2 times their hourly rate plus 1/2 hour compensatory time for all hours worked for the remainder of their regular workday.
- d) Shift employees who are directed to remain at work for the remainder of their shift after the District has released non-shift employees at their assigned location shall receive their regular compensation in addition to being credited with the number of Holiday Earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- e) Shift employees working their entire shift on that workday shall be credited with the number of holiday earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- f) Shift employees working a double shift shall not receive more than eight (8) hours of holiday earned credit.

O. Labor Management Committee on the Return to Work Program

The District and the unions representing District employees shall establish a “Labor Management Committee on the Return to Work Program.” The Committee shall consist of staff from the District’s Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor and enhance the performance of the District’s current Return to Work Program which includes:

- Computer based educational coursework and other educational training activities
- Modified duty tasks within the employee’s traditional or historical union jurisdiction

The Committee will also discuss ways to improve the program on an ongoing basis, including but not limited to such items as:

- Developing accident prevention strategies,
- Identifying work assignments outside traditional jurisdictions,
- Identifying appropriate training and safety awareness programs, and
- Other issues that may arise during the implementation and administration of this program.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Committee to identify specific training opportunities and other solutions to improve the program.

The Committee is advisory only. It is intended to promote collaboration and discussion over the effectiveness of the Return to Work Program. It in no way diminishes the rights contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the program.

P. Labor Management Committee on Maintenance Efficiency

The purpose of the Labor Management Committee on Maintenance Efficiency is to increase the relevance of the bargaining units through collaborative discussions between the District and the unions. The Unions in Schedules A through L agree to create a Labor Management Committee on Maintenance Efficiency and commit themselves to the fullest cooperation in discussing and developing methods to improve maintenance efficiencies at the District. The Committee will meet on a quarterly basis, or more frequently by the

mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District.

SECTION 18. GRIEVANCE PROCEDURE

Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both. Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance.

Step I

- A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven calendar days of having knowledge of the event which gives rise to the grievance.

In the space provided, the employee will indicate what Section and part of the Agreement is alleged to have been violated and the requested remedy, and submit the form to his/her immediate supervisor.

- B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Union within seven calendar days after receipt of the written complaint.

Step II

- A. If the grievance is not settled at the first step, the Union representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven (7) calendar days after the date of receipt by the Union of the decision by the immediate supervisor.
- B. The Department Head or his/her designated representative shall notify the employee in writing with a copy to the Union of his/her decision on Employee Problems Form Step II within seven (7) calendar days of receipt of the Step II form.

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II to the Director of Human Resources within seven (7) calendar days of receipt by the Union of the Department Head's decision.

- B. Within fourteen (14) calendar days of receipt by the Director of Human Resources of the Employee Problems Form Step III, the Director of Human Resources or his/her designee shall meet with the Union and attempt to resolve said grievance. The Director of Human Resources or his/her designee shall reply in writing to the Union within seven (7) calendar days of said meeting.
- C. If a grievance is not settled at the third step, either the Union or the District may notify the other in writing within ten (10) days of the receipt of the Step III decision that they request final and binding arbitration.
- D. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Union shall be considered to have waived the right to pursue the grievance. If a grievance is not appealed to the next Step within the specified time limit, it shall be considered settled on the basis of the Department's last answer. If the Department does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours, however every attempt will be made to schedule the hearing during the employee's regular work hours on a day the employee is scheduled to work. Employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration meetings.

SECTION 19. FINAL AND BINDING ARBITRATION

Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement except, however, that the following subjects shall not be submitted nor subject to binding arbitration:

- 1. The elimination or discontinuance of any job where the tasks being performed on the job are no longer necessary, or where the Board of Commissioners through the budget process eliminates or discontinues jobs.
- 2. Any Pension matter.

The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and establishing wages, hours and other conditions of employment as specifically set forth in this Agreement.

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin. Once the list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The District and the Union will notify each other of the three names remaining on the list. The Director of Human Resources will then send a written request to each of the six named Arbitrators and ask him/her to serve on the Roster of Arbitrators. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. Payment of Arbitrator fees and expenses, including the cost of the transcription service, will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within sixty days of notice that a grievance is ready for arbitration and submit their decision within sixty days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators, or later withdraws, the party which selected the Arbitrator will then contact other Arbitrators from the Roster of Arbitrators' list provided by the other party to obtain their agreement to be on the Roster of Arbitrators so that each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

These Arbitrators will then be listed in alphabetical order on a list retained by both the Director of Human Resources and the Union. As grievances become ready for arbitration, Arbitrators will be contacted in an alphabetical order to obtain an Arbitrator's commitment to arbitrate the respective grievances within the stated time limit.

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days from the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The decision of the Arbitrator shall be final and binding upon the Union, the District, and the employee(s). The Arbitrator's authority shall be limited to making a decision on the grievance in question which conforms with the terms of this Agreement. The Arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement.

Upon renewal of the Agreement each party has the right to remove three arbitrators from the roster of arbitrators and replace them with other Arbitrators selected from the ranks of the National Academy of Arbitrators, in accordance with the procedures given in this Section of the Agreement. Arbitrators will continue to be listed on the Roster of Arbitrators until removed in this manner.

SECTION 20. NO STRIKE-NO LOCKOUT

- A. During the term of this Agreement, neither the Union nor its agents nor any employee covered by this Agreement for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.
- B. The Union agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Section, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees violating Section 20A to return to work.
- C. The District may discharge or discipline any employee who violates Section 20A and any employee who failed to carry out his/her responsibilities under Section 20B, and the Union will not resort to the Grievance Procedure on such employee's behalf.
- D. Union Action in Event of a Strike

Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, the Union, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

- 1. Advise the District in writing that the strike or stoppage has not been called or sanctioned by the Union. Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown, or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown, or other interference with District operations is authorized.
- 2. Provide copies of the following notice on Union letterhead to be posted on bulletin boards in the Plant and other District facilities:

"We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike, slowdown, or stoppage, you are hereby instructed to return to work immediately."
- E. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Section.

SECTION 21. SEPARABILITY AND NOTICE

A. AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved.

B. NOTICES

All notices required under this Agreement shall be in writing and sent by the Union to the District in triplicate to the following:

1. Executive Director
2. Director of Human Resources
3. Labor Negotiator

Notices sent by the District shall be mailed to the labor organization officials identified in Schedules A through L of this Agreement. The District will notify the Union when any employees are hired or terminated in the classifications covered under this Agreement.

SECTION 22. AMENDMENTS AND ENTIRE AGREEMENT

- A. The Parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and for the duration of this Agreement the District shall not reduce or eliminate any fringe benefit or working rule contained in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.
- B. The District and the Union agree that this Agreement terminates and cancels all collective bargaining agreements made between the parties hereto prior to the date of execution hereof.

SECTION 23. NON-DISCRIMINATION

Neither the District nor the Union will discriminate against any employee in the Bargaining Unit with regard to wages, hours, or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin in violation of any current Federal or Illinois law, or any enacted or revised definition of protected classes during the term of this Agreement. Allegations of discrimination shall not be pursued through the grievance procedure but shall be submitted to the appropriate State or Federal agency.

SECTION 24. DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2014, and shall continue in full force and effect through June 30, 2017, and from year to year thereafter unless at least 60 days prior to June 30, 2017, or at least 60 days prior to June 30 of any year thereafter, notice is given in writing by any party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an Agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on July 1 following the date of notice or the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.
- B. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit the dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

5. International Brotherhood of
Electrical Workers
Local No. 134

6. International Union of
Operating Engineers
Local No. 150

7. Painters' District Council
No. 14

8. Pipefitters' Association
Local Union No. 597

9. International Association of Sheet Metal,
Air, Rail and Transportation Workers,
Local 73

10. International Association
of Heat and Frost Insulators
and Asbestos Workers
Local No. 17

11. Chicago Regional Council
of Carpenters

12. Administrative District Council 1
of Illinois of the International Union
of Bricklayers and Allied
Craftworkers, AFL-CIO

FOR THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Ted J. Kosowski
Labor Negotiator

APPROVED AS TO FORM AND
LEGALITY

Lisa A. Goldberg
Head Assistant Attorney

Ronald M. Hill
General Counsel

Jacqueline Torres
Clerk/Director of Finance

David St. Pierre
Executive Director

Mariyana T. Spyropoulos,
Chairman Committee on Finance

Cynthia M. Santos,
Chairman Committee on Labor and
Industrial Relations

APPROVED:

Kathleen Therese Meany, President
Board of Commissioners

SCHEDULE A

ARCHITECTURAL & ORNAMENTAL IRONWORKERS' UNION LOCAL NO. 63

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Architectural Ironworker	\$43.90	6/1/14
Architectural Ironworker Leadman	\$47.40	6/1/14

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.
- C. If the District determines that shift work of five days or more duration is required, employees assigned to such work shall be compensated as follows:

When two shifts are employed, each shift shall work seven and one-half hours for eight hours' pay at regular time; when three shifts are employed, seven hours shall constitute a day's work for each shift for which a regular wage of eight hours shall be paid or a proportionate part thereof for time worked.

Assignment to shift work shall first be on a voluntary basis; if there is an insufficient number of volunteers, employees shall be scheduled for shift assignment on the basis of lowest seniority first. The District agrees to notify the union five days in advance of its intent to schedule shift work assignments.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Business Manager of the Union, and shall remit such deductions on a monthly basis to the Business Manager of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by

reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Business Manager of the Union and shall remit such deductions to the Business Manager of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Business Manager of the Architectural & Ornamental Ironworkers' Union, Local No. 63.

UNION

DISTRICT

SCHEDULE B

BRIDGE, STRUCTURAL AND REINFORCING IRONWORKERS, LOCAL UNION NO. 1

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Structural Ironworker	\$43.00	6/1/14
Structural Ironworker Leadman	\$45.00	6/1/14
Ironworker Foreman	\$46.50	6/1/14

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above by one-half the increase in the "direct wage rate" until such time as the wage rate for employees covered by this Agreement is equal to the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the wage rates paid to comparable classifications under the terms of the agreement negotiated between Associated Steel Erectors of Chicago, Illinois and Structural Ironworkers Local Union No. 1, exclusive of all fringe benefit payments (including the individual annuity payment). If the "direct wage rate" exceeds the wage rate for District employees, District employees will be paid at the same rate as the "direct wage rate" for the term of this Agreement. The effective dates of wage increases for District employees shall be the same as the effective dates of the "direct wage rate" adjustments.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Financial Secretary-Treasurer of the Union, and shall remit such deductions on a monthly basis to the Financial Secretary-Treasurer of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Financial Secretary-Treasurer of the Union and shall remit such deductions to the Financial Secretary-Treasurer of the Union at the same time that the dues checkoff is remitted. It is understood

that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the President of the Bridge, Structural and Reinforcing Ironworkers, Local Union No. 1.

UNION

DISTRICT

SCHEDULE C

CHICAGO JOURNEYMEN PLUMBERS' LOCAL UNION 130, U.A.

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Plumber	\$46.65	6/1/14
Plumber Foreman	\$49.65	6/1/14

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Secretary-Treasurer of the Union, and shall remit such deductions on a monthly basis to the Secretary-Treasurer of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by

reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Business Manager of the Chicago Journeymen Plumbers' Local Union 130, U.A.

UNION

DISTRICT

SCHEDULE D

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
LOCAL NO. 1261. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Machinist	\$44.35	7/1/14
Machinist Leadman	\$46.85	7/1/14
Machinist Foreman	\$47.85	7/1/14

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.
- C. If the District determines that shift work of five days or more duration is required, employees assigned to such work shall be compensated at the rate of eight hours of straight time pay for seven hours of work. Assignment to shift work shall first be on a voluntary basis; if there is an insufficient number of volunteers, employees shall be scheduled for shift assignment on the basis of lowest seniority first within each section. The District agrees to notify the Union five days in advance of its intent to schedule shift work assignments.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Secretary-Treasurer of the Union, and shall remit such deductions on a monthly basis to the Secretary-Treasurer of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Directing Business Manager of the International Association of Machinists and Aerospace Workers, Local No. 126, AFL-CIO.

4. APPRENTICES

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

5. ACTING ASSIGNMENTS

An acting assignment for Leadman will be made when three or more Machinists are assigned to a job and there are no other Machinist Leadmen or Foremen at the location.

UNION

DISTRICT

SCHEDULE E

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 134

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Electrical Mechanic	\$44.00	6/2/14
Electrical Mechanic Sub-Foreman	\$47.00	6/2/14
Electrical Mechanic Foreman	\$50.00	6/2/14

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Financial Secretary of the Union, and shall remit such deductions on a monthly basis to the Financial Secretary of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Financial Secretary of the Union and shall remit such deductions to the Financial Secretary of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Business Manager of the International Brotherhood of Electrical Workers, Local No. 134, AFL-CIO.

4. APPRENTICES

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

5. ARC FLASH PROTECTIVE CLOTHING

Employees designated by the District are required to wear flame-retardant arc-rated clothing at all times while working unless otherwise directed by an immediate supervisor. Such clothing shall consist of, at minimum, flame-retardant arc-rated long-sleeve shirt and pants. All such clothing must meet the standards for hazard/risk category 2 (rating of at least 8 cal/cm²). At any time, the District may verify that employees are properly attired in required arc-rated protective clothing.

The District will reimburse new employees for the purchase of five (5) pairs of pants and five (5) shirts of category 2 arc-rated clothing immediately upon hire. The employee must complete a reimbursement form, present a receipt for the purchases, and have the reimbursement approved by the appropriate member of District management. Effective January 1 of the year following the commencement of employment (and for all current employees who have worked more than one year), each employee will be entitled to reimbursement for up to five (5) replacement garments (pants and/or shirts) of arc-rated protective clothing. Prior approval is required for replacement purchases. Unused reimbursement entitlements do not roll over from year to year. The District may, at its discretion, provide a list of suppliers from which purchases shall be made.

Flame-retardant arc-flash clothing must be maintained in good condition. Clothing that is torn, damaged, soiled or otherwise deemed inappropriate by the District to provide the necessary protection shall not be worn. Employees are responsible for laundering and care of their own protective clothing, and are required to follow correct laundering and care procedures to ensure the continuing effectiveness of the clothing.

An employee who is separated from the District service during his/her probationary period will be required to reimburse the District for one-half the cost of such protective clothing purchased by the District.

The District will provide other arc-rated protective clothing and gear as appropriate.

UNION

DISTRICT

SCHEDULE F

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 150

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Hoisting Engineer	\$47.10	6/1/14
Hoisting Engineer Foreman	\$51.10	6/1/14

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.
- C. If the District determines that shift work is required, it must be of five days or more duration and employees assigned to such work shall be compensated at their regular rate of pay plus an additional fifty cents per hour for the afternoon shift or an additional seventy-five cents above their regular rate for the midnight shift. Assignment to shift work shall first be on a voluntary basis; if there is an insufficient number of volunteers, employees shall be scheduled for shift assignment on the basis of lowest seniority first within each section. The District agrees to notify the Union five days in advance of its intent to schedule shift work assignments.
- D. While operating a certified friction crane, Hoisting Engineers employed by the District will be paid the "direct wage rate" for a Certified Friction Crane Operator as specified in the Agreement between Local 150 and the Mid America Regional Bargaining Association. Operation of a certified friction crane by District Hoisting Engineers will include the requirement of a City of Chicago and/or Local 150 Advance Crane Certification and/or any additional certifications as stated in the Agreement between Local 150 and the Mid America Regional Bargaining Association.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the President-Business Manager of the Union, and shall remit

such deductions on a monthly basis to the President-Business Manager of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the President-Business Manager of the Union and shall remit such deductions to the President-Business Manager of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the President-Business Manager of the International Union of Operating Engineers, Local No. 150, AFL-CIO.

4. ACTING ASSIGNMENTS

An Acting Foreman will be designated when there are 8 or more employee Hoisting Engineers assigned to a job and there are no other Hoisting Engineer Foremen at that job site.

5. DRUG AND ALCOHOL TESTING POLICY

Effective October 1, 1997, all employees in the Hoisting Engineer and Hoisting Engineer Foreman classifications will be required to possess a valid Illinois Class A or Class B Commercial Driver's License (CDL) with endorsement for air brakes as a condition of continued employment.

Effective July 1, 1997 the following Drug and Alcohol Testing Policy will apply to all employees in the Hoisting Engineer and Hoisting Engineer Foreman classifications:

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. The Union and the District agree to modify this policy as necessary to remain in compliance with the Federal Department of Transportation testing requirements.

B. Voluntary Treatment

The District and the Union strongly encourage employees to voluntarily make use of the Employee Assistance Program (EAP) for any alcohol, drug, or substance abuse problem. Employees may initiate counseling, referral and aftercare on a voluntary basis prior to a violation of this Drug and Alcohol Testing Policy. An employee will not be subject to disciplinary action for voluntarily seeking the assistance of the EAP for an alcohol, drug, or substance abuse problem(s). Enrollment in an EAP following a violation of this policy may not preclude discipline.

C. Prohibitions

The Omnibus Transportation Employee Testing Act of 1991 (Act) prohibits employees covered by this Agreement from operating a District vehicle or performing related safety-sensitive duties if engaged in any of the following conduct:

- using alcohol on the job;
- being in possession of alcohol while on duty or operating a District vehicle;
- having a prohibited blood alcohol concentration of .02 or greater while performing a safety-sensitive function;
- having used alcohol during the four hour period prior to going on duty;
- using alcohol within eight hours following an accident requiring a breath-alcohol test, or until tested;
- refusing to submit to a required drug and/or alcohol test;

- being a current user of an illegal drug;
- reporting for duty while impaired from any prescribed therapeutic drug or controlled substance; and
- being in possession of any unauthorized controlled substance.

Employees are also prohibited from operating District vehicles and performing safety-sensitive duties if they are using a legally prescribed controlled substance that adversely impacts their ability to safely operate a vehicle. Employees must notify their supervisors of the use of any prescribed therapeutic drug, the drug being used, its effects and the prescribed duration of such use.

D. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test in the following circumstances in accordance with the Act:

1. Post-accident testing will be done in accordance with current D.O.T. regulations.
2. Random testing to be done at least four times per year on an unannounced basis equal to 50 percent of the employees covered by this Agreement.
3. Reasonable suspicion testing when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.
4. Return-to-work testing prior to reinstatement following a positive drug and/or alcohol test.
5. Follow-up testing on an unannounced basis at least six times within a 12 month period following a positive test. Follow-up testing may be extended up to 60 months following return to duty after a positive test.
6. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
7. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.
8. Employees must sign the necessary form(s) prior to testing. Failure to sign the necessary form(s) or to comply with testing will be considered a positive test, and may subject an employee to disciplinary action up to and including discharge.

9. Urine samples will be analyzed by a laboratory selected by the District and certified by the federal Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
10. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be reviewed and interpreted by a physician Medical Review Officer (MRO) prior to notifying the District of a positive drug test. The MRO will contact the employee when notified by the laboratory of a positive drug test to determine if there is an alternative medical explanation for the positive drug test. If the employee provides appropriate documentation and the MRO determines that it is legitimate use of the prohibited drug, the drug test result is reported as negative to the District. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file. A positive drug test will be considered a violation of this policy.
11. At the time the urine sample is collected, the employee will be required to provide a split sample. Both samples will be sent to the laboratory selected by the District. The primary specimen will be analyzed. If the test result of the primary specimen is positive, the employee may request within 72 hours of notice of a positive test that the MRO direct that the split specimen be tested by a different SAMHSA certified laboratory. If the test of the split specimen fails to reconfirm the positive primary test, the MRO shall cancel the test and report the cancellation to the District and the employee. The split sample testing requested by the employee will be at the employee's expense.
12. Employees directed to take a breathalyzer alcohol test will also be required to complete the necessary form(s) prior to testing. Failure to complete the necessary form(s) or to comply with testing will be considered a positive test, and may subject an employee to disciplinary action up to and including discharge. The breathalyzer alcohol test will be done using an evidential breath testing device approved by the National Highway Traffic Safety Administration. If the alcohol concentration is .02 or greater, a second confirmation test will be conducted. Employees with a blood-alcohol content of .02 or greater will be considered in violation of this policy.

E. Action to be Taken for Employees in Violation of this Policy

Employees found to be misusing alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual

basis. In accordance with the Act, the employees with an alcohol concentration of .02 to .039 will be removed from duty for a 24 hour period, and will be required to have an alcohol concentration of less than .02 to return to work. If an employee has an alcohol concentration of .04 or greater, the employee will be removed from duty. If a determination is made to reinstate the employee, prior to such reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, have an alcohol concentration of less than .02 on a return-to-duty test, and be subject to unannounced follow-up alcohol tests. If an employee tests positive for drugs and a determination is made to reinstate such employee, prior to reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, test negative on a return-to-duty drug test, and be subject to follow-up testing.

Employees found to be in violation of this policy may be required to enter into a Stipulation of Facts and an Agreement with the District and the Civil Service Board as a condition of continued employment. That Agreement may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Agreement, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

6. PAY DIFFERENTIAL FOR TRAIN OPERATION

The Hoisting Engineer assigned to the Railroad Unit to operate the train at the Stickney Water Reclamation Plant will receive a four percent (4%) inconvenience pay differential while operating the train.

7. OVERTIME

A Hoisting Engineer Foreman or Acting Foreman shall be required to work overtime whenever there are four (4) or more employee Hoisting Engineers working overtime under the Foreman's supervisory control.

UNION

DISTRICT

SCHEDULE G

PAINTERS' DISTRICT COUNCIL NO. 14 OF THE INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

1. WAGES

A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Painter	\$41.75	6/1/14
Painter Leadman	\$44.36	6/1/14

*NOTE: Wage rates subject to reduction by any amount allocated to Union benefit funds in which the District is not a participant.

B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.

2. FAIR SHARE

The District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Secretary-Treasurer of the Painters' District Council No. 14 of the International Brotherhood of Painters and Allied Trades (of Chicago, Cook and Lake Counties, Illinois).

UNION

DISTRICT

SCHEDULE H

PIPEFITTERS' ASSOCIATION, LOCAL UNION 597

1. WAGES

A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Pipefitter	\$46.00	6/1/14
Pipefitter Leadman	\$49.00	6/1/14
Pipefitter Foreman	\$51.00	6/1/14

B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.

2. FAIR SHARE

The District shall deduct from non-member employees' earnings a monthly amount as certified by the Financial Secretary-Treasurer of the Union and shall remit such deductions to the Financial Secretary-Treasurer of the Union. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Business Manager of the Pipefitters' Association, Local Union 597, U.A.

4. APPRENTICES

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

SCHEDULE I

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS, LOCAL 73SUCCESSOR IN INTEREST TO
SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 731. WAGES

A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Sheet Metal Worker	\$41.53	6/1/14
Sheet Metal Worker Leadman	\$45.27	6/1/14

B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.

2. FAIR SHARE

The District shall deduct from non-member employees' earnings a monthly amount as certified by the President-Business Manager of the Union and shall remit such deductions to the President-Business Manager of the Union. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the President-Business Manager of the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 73.

UNION

DISTRICT

SCHEDULE J

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ASBESTOS WORKERS, LOCAL NO. 171. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Pipecoverer	\$48.45	6/1/14

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Secretary-Treasurer of the Union, and shall remit such deductions on a monthly basis to the Secretary-Treasurer of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying

with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Secretary-Treasurer of the International Association of Heat and Frost Insulators & Asbestos Workers, Local No. 17.

UNION

DISTRICT

SCHEDULE K

CHICAGO REGIONAL COUNCIL OF CARPENTERS

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Carpenter	\$43.35	6/1/14
Carpenter Leadman	\$45.35	6/1/14
Carpenter Foreman	\$45.85	6/1/14

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Secretary-Treasurer of the Union, and shall remit such deductions on a monthly basis to the Financial Secretaries of the appropriate local unions.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters

affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Secretary-Treasurer of the Chicago Regional Council of Carpenters.

UNION

DISTRICT

SCHEDULE L

ADMINISTRATIVE DISTRICT COUNCIL 1 OF ILLINOIS OF THE INTERNATIONAL
UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, AFL-CIO1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Bricklayer	\$42.58	7/1/14

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Secretary-Treasurer of the Union, and shall remit such deductions on a monthly basis to the Financial Secretaries of the appropriate local unions.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Secretary-Treasurer of the Administrative District Council 1 of Illinois of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO

UNION

DISTRICT



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1369, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. David St. Pierre, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the SEIU Local 1, Firemen and Oilers Division

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the SEIU Local 1, Firemen and Oilers Division, have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Fireman-Oiler, Laborer Foreman, Principal Storekeeper, Maintenance Laborer A Shift, Storekeeper, Patrol Boat Operator, Maintenance Laborer A, Police Officer, Materials Handler Laborer, Pollution Control Technician II, Pollution Control Technician I and Maintenance Laborer B. The District has been advised that this Agreement has been ratified by the membership of SEIU Local 1.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2014 through June 30, 2017.

It is recommended that the Board of Commissioners approve the Agreement between the District and the SEIU Local 1, Firemen and Oilers Division.

It is requested that the President, the Chairman of the Committee on Finance, the Chairman of the Committee on Labor and Industrial Relations, the Executive Director, the Clerk/Director of Finance and the Labor Negotiator be authorized and directed to execute said agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Typographical errors in this Agreement, not resulting in substantive changes to the contract language, may be corrected following approval by the Board of Commissioners.

Requested, Denice E. Korcal, Director of Human Resources, DEK:TJK:BB

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Cynthia M. Santos, Chairman Committee on Labor and Industrial Relations

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

***METROPOLITAN
WATER RECLAMATION DISTRICT
OF GREATER CHICAGO***

AGREEMENT WITH

***SEIU LOCAL 1, FIREMEN AND OILERS
DIVISION***

JULY 1, 2014 – JUNE 30, 2017

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METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO
AGREEMENT WITH
SEIU LOCAL 1,
FIREMEN AND OILERS DIVISION

THIS AGREEMENT which includes attached Schedules A, B, C, D, and E, and Appendices I, II, III, and IV hereinafter referred to as the Agreement, is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the DISTRICT, and the SEIU Local 1, Firemen and Oilers Division, hereinafter referred to as the UNION, who now agree as follows: that both of the parties to this Agreement are desirous of continuing an amicable understanding with respect to the employer-employee relationship which exists between the parties and to enter into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and the parties further agree that the attached Schedules A, B, C, D, and E, and Appendices I, II, III, and IV shall be incorporated into this Agreement.

SECTION 1. RECOGNITION

- A. The District recognizes the Union as the sole and exclusive bargaining agent for wages, hours and other conditions of employment, for all full-time employees in the Fireman-Oiler, Laborer Foreman, Principal Storekeeper, Turbine Laborer, Building Laborer, Boiler Setter Laborer, Maintenance Laborer A Shift, Maintenance Laborer A, Maintenance Laborer B, Material Handler Laborer, Storekeeper, Pollution Control Technician I, Pollution Control Technician II, Watchman and Patrol Boat Operator classes. The District also recognizes the Union as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment for full-time employees in the Police Officer classification and also recognizes employees within this classification as members of the District's police force in accordance with 70 ILCS 2605/50 of the District's enabling legislation. Employees who have no permanent Civil Service status shall have no recourse to the grievance and arbitration procedure in the event of discharge.
- B. The District agrees that the duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement.

SECTION 2. MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules and regulations governing conduct and safety and the right to determine the methods, processes and means of operations, are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in the Union. The Union recognizes that the nature of the District's operations requires some degree of flexibility in making work assignments to its employees so that it can meet emergencies. The Union also recognizes that based on the Department of Homeland Security's designation of Water Treatment Facilities as "Critical Infrastructure," should the Department of Homeland Security raise the Terror-Alert Status to the highest level, the District has the flexibility to alter start times, work locations and work schedules for Police Officers in order to protect District facilities and personnel. (Schedule is located in Appendix III.)

B. OVERTIME

The District has the right to schedule and assign overtime work, as required in a manner most advantageous to the District and consistent with the requirements of municipal employment, the public interest, and this Agreement.

C. CONTRACTING AND SUBCONTRACTING

The right of contracting or subcontracting is vested in the District.

D. LIMITATIONS UPON UNION ACTIVITY

Non-employee Union representatives will be granted access to District premises only for the purpose of representing the interests of a Union member. The representative shall obtain prior approval from the head of the facility for such access. The Union designated Plant Steward will be authorized to handle Union problems on District time. The Union will inform the District of the names of the designated stewards.

SECTION 3. DUES CHECK-OFF AND FAIR SHARE

- A. The District, upon receipt of a proper authorization card, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Vice President of the Union, and shall remit such deductions on a monthly basis to the Vice President of the Union.

The Union shall indemnify, defend, and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employee's earnings a monthly amount as certified by the Vice President of the Union and shall remit such deductions to the Vice President of the Union at the same time that the dues check off is remitted. The Union's procedure for establishing, explaining and challenging this fee, including notice to the employees and the District, shall meet all constitutional and other legal requirements. It is understood that the amount of deduction from non-member bargaining unit employee's earnings will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours, and conditions of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the first paragraph of Section 3, Paragraph B.

- C. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of nonassociation of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.
- D. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to SEIU Local 1 shall be done electronically. SEIU Local 1 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to SEIU Local 1. SEIU Local 1 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.
- E. Effective January 1, 2015, the Employer agrees to deduct and transmit to SEIU Local 1, on a monthly basis, contributions to the SEIU COPE deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee. The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions.

SECTION 4. WAGES

The District will pay an hourly rate of wages to the employees covered by this Agreement as specified in Schedule A which is attached hereto. During the term of the Agreement, the Union will not request the District to pay more than the hourly rate specified in Schedule A and the District will not pay less than the hourly rate specified in Schedule A.

SECTION 5. WORK WEEK

The normal work week shall consist of five consecutive days of eight hours each beginning on Monday and ending on Friday. For shift positions requiring seven-day continuous operation, the work week will be as described in the Steady Shift schedule with rotating days off in Appendix I of this Agreement. The seven-day period for shift employees shall commence at 10:30 p.m. each Sunday evening and end at 10:29 p.m. each Sunday evening. The seven-day period for Industrial Waste, Environmental Monitoring and Research, and Security employees shall commence at 12:01 a.m. each Monday morning and end at 12:00 midnight each Sunday evening. The seven-day period for non-shift employees shall commence at 12:01 a.m. each Monday morning and end at 12:00 midnight each Sunday evening.

Shift employees unable to report for work must speak to the shift supervisor or the shift supervisor's designee on duty to report their inability to report for work not less than one (1) hour before starting time, except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must speak to their immediate supervisor or the shift supervisor's designee not later than one-half hour after starting time of their inability to report for work. Notice left by voice mail or speaking with an unauthorized employee will not be considered an acceptable means of notification of an employee's inability to report for work.

The District and the Union recognize that historically there have been some exceptions to the hours of work specified in this section. For the term of this Agreement, such historical exceptions shall continue. Any other variations of the hours of work specified in the Agreement must be mutually agreed upon by the District and the Union.

- A. All employees required to work on continuous seven (7) day service shift shall make their reliefs at 6:30 a.m., 2:30 p.m. and 10:30 p.m., unless otherwise stated in this Agreement.
- B. In those shift positions in which continuous seven (7) day service is required, Saturdays and Sundays shall be considered regular working days. For shift employees assigned to the Railroad Crew, Saturdays and Sundays will be considered regular work days in such scheduled weeks that Saturday and Sunday are part of their five-day schedule. However, shift employees assigned to the Railroad Crew will not have Sunday as part of their five-day schedule more frequently than every third week.
- C. Non-shift employees will have a normal workday which begins at 7:00 a.m. and ends at 3:30 p.m., unless otherwise stated in this Agreement. Non-shift employees will be

permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m., unless work conditions dictate otherwise. Employees not assigned to shift work at the plants whose jobs require that they work under unusually dirty conditions will be permitted at their supervisor's discretion to leave their assignments at 11:45 a.m. to wash-up for lunch. All non-shift employees may be subject to shift work providing shift work is normally utilized within such classification and further provided that such assignment is given to the least senior employee in the classification at that location.

- D. For employees working on shift, no mealtime will be allowed as part of the eight (8) hour shift, but lunch may be eaten at their work stations when and if conditions permit.
- E. All employees shall report to their work stations in working clothes. Any employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.
- F. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.
- G. No shift employee is subject to work more than two (2) shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen (16) hours.

Shift positions may be left unmanned if the designated employee is absent. It will be the responsibility of operations management to determine whether the position may be left unmanned based on operational needs which the circumstances at the time alone can determine.

When a position is left unmanned the District will not assign any duties of the position which have been traditionally and historically assigned to employees of the bargaining unit to non-bargaining unit employees.

- H. Industrial Waste and Environmental Monitoring and Research employees will be assigned to one of the following schedules:
 - 1. All Pollution Control Technicians and Patrol Boat Operators will be assigned to regular days which will work from 7:00 a.m. to 3:30 p.m.
 - 2. The Pollution Control Technician assigned to the responsibilities of Midnight Transporter will work from 11:30 p.m. to 8:00 a.m. Effective January 1, 2010, the Pollution Control Technician assigned to the responsibilities of Midnight Transporter shall be assigned the work hours of 3:00 p.m. to 11:30 p.m. The Midnight Transporter shall then be called Afternoon Transporter.
 - 3. Pollution Control Technicians assigned to Industrial Waste and Environmental Monitoring and Research may work from 7:00 a.m. to 3:00 p.m. when performing the following duties, with supervisory approval:

- a. TARP well activities using generators
 - b. bridge runs
 - c. working on the boat when it is actively involved in waterway activities
- 4. With supervisory approval, Patrol Boat Operators may work from 7:00 a.m. to 3:00 p.m. when actively involved in waterway or other activities which prevent them from taking lunch.
- I. Industrial Waste and Environmental Monitoring and Research employees working as a "team" must take their lunch period at the same time.
- J. Employees in the Police Officer and Watchman classes will work on a seven-day, non-rotating shift basis, and make their reliefs at 8:00 a.m., 4:00 p.m., and 12:00 a.m. Police Officers that are assigned to the Egan and Kirie Water Reclamation Plants will start their shifts at 6:00 a.m. instead of 8:00 a.m. and work until 4:00 p.m. at Kirie and 4:30 p.m. at Egan. Effective January 1, 2009, two shifts will exist at Egan with one shift starting at 6:00 a.m. and ending at 2:00 p.m., and another shift starting at 8:30 a.m. and ending at 4:30 p.m., Monday through Friday. Two shifts will exist at Kirie with one shift starting at 6:00 a.m. and ending at 2:00 p.m. and the other shift starting at 8:00 a.m. and ending 4:00 p.m., Monday through Friday.
- K. As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

Employees must clock in and out at their designated Biometric Time Terminal, unless authorized by management to use an alternate terminal or device. Employees must only clock in and out for themselves and are not authorized to clock in or out for any other employee.

Non-shift employees at plant locations must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out no earlier than 15 minutes before the end of their scheduled workday and no later than 15 minutes after the end of their scheduled workday.

Shift employees must clock in no earlier than 15 minutes prior to the start of their scheduled work shift; and must clock out no later than 15 minutes after the end of their scheduled work shift, if properly relieved.

Employees failing to clock in or out within the prescribed time limits or failing to use their designated Biometric Time Terminals shall be subject to disciplinary action.

Employees who clock in after the start of their scheduled workday or shift shall be considered late and subject to disciplinary action and will be docked for the time absent according to the following:

<u>Minutes Late</u>	<u>Time Deducted</u>
1 to 15 minutes	0 minutes
16 to 22 minutes	15 minutes
23 to 30 minutes	30 minutes
Etc.	Etc.

Management may approve requests for employees to use their own time to cover the time deducted for being tardy. Employees found to be abusing this privilege will be provided with notice that paid time off will not be allowed to cover future tardiness. Employees may be subject to disciplinary action for additional instances of tardiness.

SECTION 6. OVERTIME

- A. All hours worked over 40 in a continuous seven-day period as specified in Section 5 of this Agreement will be compensated at 1-1/2 times the hourly rate in effect for each classification.

All hours worked in excess of eight hours per day shall be compensated at 1-1/2 times the hourly rate in effect for each classification.

Time off with pay, i.e., sick allowance, personal leave, vacation or holiday earned credit shall be considered time worked for the purpose of computing overtime unless stated otherwise in this Agreement.

If a shift employee is scheduled to work a shift schedule with six days in a work week, overtime compensation for the sixth day will be paid providing the employee has worked the other five scheduled days within that particular work week. Time off with pay, i.e., sick allowance, vacation, or holiday used will not count as hours worked in determining eligibility for overtime compensation during scheduled six-day weeks.

If an employee is required to work a double shift, he/she shall be compensated at 1-1/2 times the rate in effect for the second shift worked.

If an employee is called into work on a scheduled day off, he/she shall be compensated at 1-1/2 times the rate in effect for hours worked on that particular day.

- B. No overtime will be allowed for travel time that is an extension of a regular working day continuing after quitting time. Overtime will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. For employees working such unscheduled overtime, reasonable travel time will be compensated at the rate of one and one-half times the hourly rate for each hour traveled.
- C. If an employee is called to report for work at an unscheduled time requiring an extra trip, he/she shall be compensated at the rate of 1-1/2 times the hourly rate for each hour

worked with a minimum of two (2) hours. Reasonable travel time will be compensated at the rate of 1-1/2 times the hourly rate for each hour traveled.

An employee called at home and directed to work overtime will be considered working unscheduled overtime. All other overtime will be considered scheduled overtime.

- D. Overtime is to be distributed equally among the employees within each section so far as is practical. A listing of current overtime totals used to determine overtime distribution will be provided to employees upon request.
- E. An employee working a double shift on a shift assignment will be allowed to leave the plant grounds for supper (not to exceed one [1] hour), with the permission of the immediate supervisor, provided that in doing so, he/she does not disrupt the work schedule. Time spent for supper on the second of the two shifts worked will be considered time worked. Time spent for supper on the second of the two shifts worked may not be taken in the last hour of that shift. The employee must be present to make their relief with the employee coming on duty.
- F. Non-shift employees who work overtime as an extension of their workday may leave the plant for supper with the permission of their immediate supervisor. Time spent for supper shall not be credited as time worked, and shall not exceed one (1) hour.
- G. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted provided the approval of the supervisor in charge is received in advance.
- H. Shift employees who actually work on holidays shall receive one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight (8) hours "holiday earned." All "holiday earned" time in excess of 100 hours must be used before the end of the next quarter. Any employee whose "holiday earned" balance is greater than 100 hours on July 1, 1985, may maintain that balance; however, any additional "holiday earned" time must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor, with every reasonable effort being made to allow the employee to have the day of his or her request. An employee who fails to request required "holiday earned" time off by the end of the next quarter will be assigned a date upon which to take such time off.

Employees working in an acting capacity on a holiday will receive acting pay for the holiday and additionally shall receive acting pay for the holiday earned.

- I. When an employee works a double shift on a scheduled holiday, such employee shall be compensated for his/her own shift and at 1-1/2 times the hourly rate for the second shift plus eight hours "holiday earned" time.

- J. A shift employee who does not report for his/her regular shift on a scheduled holiday shall be coded, "Absent, No Pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "Holiday," providing he/she is able to substantiate upon return to work that he/she was, in fact, sick.
- K. In the event of a "short change over" (less than sixteen [16] hours between working shifts), "overtime" compensation will be paid at 1-1/2 times the hourly rate. When a day employee is assigned to shift work on the following day shift, such assignment will not be considered a "short change over." When an employee is assigned to work a "double shift", such assignment will not result in a "short change over."
- L. In the case where an employee is requested to report to the Main Office on his/her relief day, he/she shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate for every one hour spent on District business.
- M. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.
- N. Employees who work overtime will have the option of substituting two (2) hours of compensatory time for the one and one half (1-1/2) times the hourly rate as overtime compensation if approved by the supervisor. The option will be made on the day the work is performed, and so coded on the daily time sheet. No change will be allowed following coding by the supervisor.

Compensatory time off shall be scheduled with the approval of the supervisor. The supervisor will make every effort to accommodate such request. Compensatory time must be taken off before the end of the calendar quarter following the quarter in which the compensatory time was earned. Where necessary, a supervisor may schedule an employee to be off on compensatory time in order to meet this requirement. The maximum accrual for compensatory time is 240 hours.

The option of choosing compensatory time will not apply to premium time described in Section 6H or to overtime that is a part of the regular shift schedule.

- O. If an employee is scheduled for overtime and required to meet with the Law Department on the employee's regular day off or outside the employee's normal working hours, such employee will be compensated at the rate of 1-1/2 times the hourly rate, or holiday pay as defined in this Section if such meeting(s) is scheduled on a holiday (excluding optional holidays) as defined in Schedule A, Paragraph 4, Holidays, for each hour traveled and time spent meeting with the Law Department.
- P. During the term of this agreement, the District and the Union agree to discuss issues regarding procedures and past practices as they relate to paragraph D of this section using a Labor-Management Committee. The purpose of the Committee, therefore, is to discuss issues concerning the distribution of overtime and attempt to resolve these issues.

The Committee shall consist of staff from the District's Labor and Employee Relations Section, appropriate staff from applicable District departments and representatives from the Union.

The use of the Labor-Management Committee does not interfere with an employee's right to file a grievance in accordance with Section 19 of this Agreement and does not diminish in any way the rights of the District as stated elsewhere in the Agreement regarding overtime.

SECTION 7. HOLIDAYS

Paid Holidays will be granted in accordance with the provisions of Schedule A of the Agreement.

SECTION 8. VACATIONS

Paid vacations will be granted in accordance with the provisions of Schedule A of the Agreement.

- A. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th in accordance with the guidelines in Section 8K. In order to provide for this program, vacation schedules for each Department shall be developed before January 31st of the vacation year.

Seniority as defined in Section 15 shall be used to determine vacation picks.

Vacations will be scheduled within each department group. All employees will be required to use their vacation time as scheduled.

Changes from the scheduled vacation time are subject to the approval of the Department Head.

- B. Accrued vacation must be used unless an employee is directed or allowed otherwise by his/her immediate supervisor. In such cases vacation credit may be carried over to the following year with Department approval.
- C. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.
- D. When an authorized holiday falls within an employee's vacation period, he/she shall be compensated in time for this day at a later date, with the approval of the immediate supervisor.
- E. Normally vacation time should be taken in periods of one (1) week (5 working days), at a minimum.

- F. New employees will accrue one day of vacation in each of the first ten (10) months of employment. A new employee may use half of the above vacation time (5 working days) after six (6) months of District service, providing such employee receives the approval of his/her supervisor.
- G. Any employee who has rendered service as an employee to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

Employees of the District must have at least one (1) calendar year's employment with the District before being entitled to vacation credit for prior service with the above other specified governments. The year of service with the District must be completed by June 30.

- H. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.
- I. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

For employees on duty disability, vacation benefits will accumulate commencing from the date of disability for a maximum of two, three, four or five weeks based on the employee's vacation eligibility at the time the employee becomes disabled. Vacation benefits will not accumulate after an employee has been absent on duty disability for more than twelve continuous months. When an employee returns to work after being on duty disability, works for less than one year, then returns to duty disability, the periods of disability shall be combined and considered to be one continuous period of disability. This shall not affect the accumulation of vacation benefits during periods that an employee works.

- J. Any member of this unit who has served as a temporary employee in the classification of Relief Worker, shall be credited with that service for computation of vacation benefits to a maximum of 119 days credit, provided he/she meets the requirements of Paragraph F of this section, and provided that the temporary service is continuous with his/her appointment as a provisional or probationary employee.
- K. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks

between March 1 and September 30) rounding upwards as required. One-third rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as defined above), shall be allowed vacation during the months of January and December. Those departments that schedule their vacations in accordance with the provisions of Paragraph A of this Section and in accordance with the current practice at the time of execution of this Agreement may continue to use that practice to schedule vacations.

SECTION 9. JURY DUTY

Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

SECTION 10. BEREAVEMENT PAY

Leave with pay will be allowed for employees to attend services resulting from a death in the immediate family not to exceed three working days, including the day of the services. Such leave shall apply to the death of husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, stepparents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the employee. Bereavement Leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

SECTION 11. PERSONAL LEAVE

Employees will, at their request, be granted a maximum of three days for personal leave in any calendar year as long as they have accumulated sick leave at least in the amount of the personal leave time requested. Personal leave normally must be used in units of not less than one day. However, with the approval of their supervisor, employees will be permitted to take personal leave in less than one-day units. Personal leave days shall not be accumulated from one calendar year to the next. Whenever possible, such leave shall be scheduled with the prior approval of the employee's supervisor, except that prior approval must be obtained for personal leave on a holiday, the workday preceding a holiday, vacation, compensatory time, or holiday used day, and/or the workday following a holiday, vacation, compensatory time, or holiday used day. While such leave shall not be considered sick leave, it will be charged against the employee's accumulated sick leave. However, if an employee can adequately document for supervisory approval an emergency on one of the days listed above, personal leave will be allowed.

Shift employees unable to report for work and requesting to use personal leave must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employee's control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.

SECTION 12. SICK LEAVE

Paid Sick Leave will be granted in accordance with the provisions of Schedule A of this Agreement.

- A. Sick leave will continue to accumulate during the period that an employee is off due to sickness.
- B. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

Sick leave will not accumulate when an employee has a no-pay status for at least one full work day during a biweekly pay period. No-pay status codes are absent-without-leave (AWOL), Ordinary Disability Applied For, Ordinary Disability, Leave of Absence, Suspension, FMLA Absence-No Pay.

Sick leave benefits will accumulate while an employee is on duty disability. No employee on duty disability shall accumulate more than 120 workdays of sick leave credit.

- C. If an employee has been absent due to sickness, the immediate supervisor may require a Doctor's Certificate to verify the illness only in the following circumstances:
 - Employees who exceed four occurrences of Sick Leave use without a Physician's verification in a six-month period will be required to provide a physician's verification of illness for any subsequent uses of Sick Leave during the remainder of such six-month period. An occurrence will be defined as any continuous use of Sick Leave, whether it be less than one day, one day, or more than one day, but will not include Personal Leave. Employees who exceed four occurrences without a Physician's verification in such six-month period will be provided written notice of the requirement to verify illness. If an employee fails to provide verification upon his/her return to work, the absence will be considered unexcused. Any unexcused absence will result in the employee being docked for the time absent and may subject an employee to disciplinary action.
 - The six-month period shall begin on January 1 and July 1 of any given year.
 - Employees who use Sick Leave for three or more consecutive days will be required to verify the illness by providing a physician's certificate obtained on or before the third day of such illness, and all sick days during such occurrence in excess of three days shall be verified by at least one physician's certificate for the

days of illness exceeding three days, unless such days of illness were verified on a physician's certificate which was obtained on or before the third day of such illness.

- Employees whose requests for vacation, holiday, or other discretionary paid time off have been denied, will be required to verify the use of Sick Leave for those same days by providing a physician's certificate.
- Employees who use Sick Leave the workday before or after a scheduled vacation will be required to verify their illness by providing a physician's certificate.
- Employees who leave work due to illness on the day they are reassigned job duties may be required to verify the illness by providing a physician's certificate.
- The requirement to verify illness for Sick Leave use will not be construed as disciplinary action.
- A physician's certificate shall be defined as one on an original physician's or health care facility's note form or stationery, which includes an original physician's or health care professional's signature, and shall also include the physician's or health care professional's printed name, the patient's name, the date of visit, the period of illness, and the date the employee is able to return to work. The District will not contact an employee's physician to question the physician's certificate. It is the employee's responsibility to provide an acceptable physician's certificate. In the case where the physician's certificate does not meet the requirements defined above, the employee will be given a reasonable amount of time to provide an acceptable physician's certificate. Failure to provide such acceptable verification will result in the absence being unexcused.
- A shift employee who does not report for his/her regular shift on a scheduled holiday shall be coded, "Absent, No Pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "Holiday," providing he/she is able to substantiate upon return to work that he/she was, in fact, sick.
- An employee will be considered to be abusing sick leave if the employee uses four or more unverified occurrences of sick leave without a physician's verification in any two consecutive six-month periods as defined in the sub-paragraphs above. Employees who use four or more unverified occurrences of sick leave without physician verification in any two consecutive six-month periods will be provided with written notice that they are considered to be abusing sick leave after the fourth unverified occurrence in the second consecutive six-month period. Employees who have been notified that they are considered to be abusing sick leave will be required to provide physician verification for all future sick leave usage. Such employees who fail to provide physician verification for any future sick leave absence will result in the absence being considered

unexcused and will result in the employee being docked for the time absent and will subject the employee to disciplinary action. For employees considered to be abusing sick leave as defined above, physician verification for any sick leave use will be required until the employee has demonstrated two consecutive six-month periods without any unverified sick leave usage.

- D. Employees abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

E. ANNUAL SICK LEAVE PAYOUT

Employees with a District start date prior to November 2, 1994 who are eligible to accumulate sick leave credits, shall receive on or about the first day of December in each year a cash payment of 33-1/3 percent of the unused portion of sick leave credits accumulated by the employee as of November 1 in excess of 120 sick leave days, up to a maximum of five (5) days' pay earned (15 sick leave days) in any one year.

Employees with a District start date prior to November 2, 1994 shall be paid for such percentage of the sick leave accumulation at the rate of pay which the employee was receiving on November 1 of the year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

For employees with a District state date on or after November 2, 1994, there will be no cash payment for any unused accumulated sick leave on an annual basis.

SICK LEAVE PAYOUT AT SEPARATON

When an employee with a District start date prior to November 2, 1994 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 60 days' pay. The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

When an employee with a District start date of November 2, 1994 through December 31, 2011 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance for either the amount of sick leave accumulated through December 31, 2011, or the amount of sick leave the employee has at the time of separation, whichever is lesser, but in no instance shall the amount of accumulated sick leave eligible for payout be greater than 120 days. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation to a maximum of 60 days' pay.

For employees with a District start date of January 1, 2012 or later, upon separation for reasons other than discharge, the employee will receive a payment for fifty percent (50%)

of his or her accumulated sick leave balance at the time of separation to a maximum of 15 days' pay. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation.

- F. Shift employees unable to report for work because of sickness must speak to the shift supervisor or the shift supervisor's designee on duty to report their inability to report for work, not less than one (1) hour before starting time except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must speak to their immediate supervisor or the shift supervisor's designee not later than one-half hour after starting time of their inability to report. Notice left by voice mail or speaking with an unauthorized employee will not be considered an acceptable means of notification of an employee's inability to report for work.
- G. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Administrative Procedure in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

SECTION 13. TERMINATION PAY

Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

One day's pay for each of the first five years of service

One and one-half days' pay for each of the next ten years of service

Two days' pay for each of the next five years of service.

The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

Employees of the District with a District start date of November 2, 1994 through December 31, 2011 and who have completed five or more years of actual service to the District shall receive, upon final separation from that service for reasons other than discharge, termination pay of a minimum of one day's pay to a maximum of thirty (30) days' pay at the rate the employee was receiving at the time of separation, and subject to the additional conditions set forth herein, in accordance with the following schedule:

One day's pay for each of the first five years of service

One and one-half days' pay for each of the next ten years of service

Two days' pay for each of the next five years of service.

Employees with a District start date of November 2, 1994 through December 31, 2011 will not be eligible for and will not be paid for any termination pay pursuant to the above schedule for any years of service beyond December 31, 2011.

Employees with a District start date after December 31, 2011, shall not be eligible for termination pay upon separation from District service.

SECTION 14. TRANSFERS IN SAME CLASS

These procedures will apply to all transfers, intradepartmental and interdepartmental, including transfers from shift work to day work and from day work to shift work and from one shift to another shift.

- A. An employee desiring a transfer shall submit to their immediate supervisor a copy of the "Employee's Request for Transfer" form. Requests can be made to a specific section and for a specific shift or non-shift position within a section as appropriate, but cannot be made for specific work units or work assignments within a budgetary section, either shift or non-shift. Transfer requests to Section 639 – Channel Maintenance Unit, and Section 679 – Collection System Unit, must be made for a specific work location: Stickney, Calumet, or O'Brien. Police Officers' transfer requests can be made for a specific shift and the following work locations: Stickney, Calumet, O'Brien, Kirie (Monday through Friday 6:00 am to 2:00 pm and 8:00 am to 4:00 pm), Egan (Monday through Friday 6:00 am to 2:00 pm and 8:30 am to 4:30 pm), Main Office Building (lobby desk on days, afternoons or midnights, on Monday through Friday and garage on days, on Monday through Friday) and McMillan Pavilion (lobby desk on days, on Monday through Friday.) (Stickney, Calumet, O'Brien and the Main Office Building Complex have separate section numbers. For Kirie and Egan, use the section number for the North Service Area and specify the location as Kirie and/or Egan.) The supervisor will date and initial the transfer request form upon receipt and provide a copy to the employee.
- B. The request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.
- C. Whenever a vacancy occurs, an attempt will be made to fill such vacancy by transfer at the request of a present employee. Except as herein provided, all such transfers will be made in accordance with seniority, unless, the employee has a signed Stipulation of Facts and Admission of Charges for that employee's discharge before the Civil Service Board,

and the Civil Service Board has entered an Order to return that employee to work (the employee is on "Stipulation").

- D. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined.
- E. A probationary employee may submit a request for transfer, but shall not normally be considered for actual transfer until after final completion of the probationary period.
- F. A provisional employee may submit a request for transfer within his/her budgetary section only, but shall not normally be considered for transfer until similar requests from permanent and probationary Civil Service employees have been satisfied.
- G. Unless otherwise stated in this section, any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- H. The Human Resources Department will establish suitable rosters of all requests for transfer within, into, and out of, the department. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.
- I. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until the request is satisfied, or the employee submits a written authorization to withdraw the requests. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is reviewed and entered, and 5.) a copy of the form(s) indicating that the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee shall ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is on file.

A written authorization to withdraw a transfer request must be submitted on the Transfer Request Withdrawal Form, and received and processed by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

As soon as practical upon execution of this Agreement, employees will enter a request for transfer or a request to withdraw a transfer through an official electronic format. A request for transfer or a request to withdraw a transfer are deemed to be valid only after

1.) the form for such request(s) has been entered into an official electronic format, and 2.) the request(s) is reviewed and approved by the Human Resources Department and notification of the request is sent to the employee and supervisor. If the employee has not received notification within ten (10) working days of submitting the request, the employee shall ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is on file.

A written authorization to withdraw a transfer request must be entered into the official electronic format and received and processed by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

- J. Effective July 1, 1998, there will be no transfer waivers. The most senior employee with a valid transfer request will be transferred.
- K. Unless otherwise stated in this section, any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer.
- L. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "(AC)" where the employee's job duties are no longer required will occur. If an employee returned to work from ordinary disability or a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the employee in the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2" or "(AC)". For Police Officers, work locations will be the equivalent of budgetary sections, for this purpose. The work locations for Police Officers are Stickney, O'Brien, Calumet, Kirie, Egan and Main Office Building (lobby desk on days, afternoons or midnights, on Monday through Friday and garage on days, on Monday through Friday) and McMillan Pavilion (lobby desk on days, on Monday through Friday).

There will be no involuntary transfers into Section 636 – Boat Operations Unit, Section 639 – Channel Maintenance Unit, and Section 679 – Collection System Unit.

No voluntary transfer requests will be effected into sections that have budgetary designations of "#1," "#2," or "(AC)" until such time as all of the "#1," "#2," or "(AC)" designated positions have been dropped in that section. In sections that have positions that have budgetary designations of "#1," "#2," or "(AC)" if an involuntary transfer, or vacancy created by another personnel action (eg. voluntary transfer, promotion, retirement, etc.) does not result in a position with a budgetary designation of "#1," "#2," or "(AC)" being vacant so that it can be dropped, the most senior employee in the same section, on the same shift, in a position control number (PCN) with a budgetary

designation "#1," "#2," or "(AC)" will be moved to the vacant position with no budgetary designation of "#1," "#2," or "(AC)" so that a position with a budgetary designation of "#1," "#2," or "(AC)" can be dropped when that position is vacated. The move of the most senior employee in the same section, on the same shift, in a PCN with the budgetary designation "#1," "#2," or "(AC)" will be made irrespective of any requests on file for a voluntary transfer to that section and shift. If there are no positions with the "#1," "#2," or "(AC)" designation on the same shift as where the vacancy exists, then volunteers will be sought by seniority to fill the vacancy from among all employees in the section that contains the "#1," "#2," or "(AC)" designations. If there are no volunteers among the employees in the section where the vacancy exists, then the least senior employee in the section that contains the "#1," "#2," or "(AC)" designations will be transferred into the vacancy. If this involuntary transfer or if a voluntary transfer does not result in a position with a budgetary designation of "#1," "#2," or "(AC)" being vacant so that it can be dropped, then the process will be repeated by first attempting to move the most senior employee in the same section, on the same shift, in a position control number (PCN) with a budgetary designation "#1," "#2," or "(AC)" to the vacant position with no budgetary designation of "#1," "#2," or "(AC)". If there are no positions with the "#1," "#2," or "(AC)" designation on the same shift as where the vacancy exists, then volunteers will be sought by seniority to fill the vacancy from among all employees in the section that contains the "#1," "#2," or "(AC)" designations. If there are no volunteers among the employees in the section where the vacancy exists, then the least senior employee in the section that contains the "#1," "#2," or "(AC)" designations will be transferred into the vacancy. This process will continue within the section until a position with a budgetary designation of "#1," "#2," or "(AC)" is vacant so that it can be dropped.

During the term of this agreement, the District and the Union agree to discuss issues regarding the above stated procedure using a Labor-Management Committee to attempt to resolve such issues. The use of the Labor-Management Committee does not interfere with an employee's right to file a grievance in accordance with Section 19 of this Agreement.

- M. Employees who are transferred to a position not formally requested when they are subject to involuntary transfer because of positions designated #1, #2, or (AC) in their budgetary sections, will be considered involuntarily transferred, and will not be subject to the 30 day or six month waiting provisions for the purpose of any transfer.
- N. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability for three (3) months or Duty Disability for five (5) months.

An employee who has been continuously Absent Without Leave (AWOL) will not be vacated from his/her position until he/she has been AWOL for three (3) months.

- O. Employees may be temporarily reassigned pending completion of an investigation by the District as outlined below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

Employees may ultimately be transferred in the best interest of the District and the employee(s) if the District substantiates the allegations and issues disciplinary action short of discharge or disciplinary action short of discharge by the Civil Service Board has been taken in accordance with the following:

- Administrative Procedure 10.27.0, Rules for Employee Conduct
- Administrative Procedure 10.40.0, Workplace Violence
- Administrative Procedure 10.5.0 Anti-Harassment, Anti-Discrimination, and Anti-Retaliation Policies and Reporting Procedures

In these instances, the District will notify SEIU Local 1 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

Employees who are transferred in accordance with the above language as a result of their actions based on the allegations, investigation and subsequent discipline shall not be eligible for a voluntary transfer for a period of two years. Such employee shall forfeit their seniority rights for transfer purposes only and be considered first (least senior) for an involuntary transfer if such employee is in a section with budgetary designations of "#1," "#2," or "AC," unless it is not in the District's best interest to do so. Such employee's seniority for transfer purposes will be the date the employee is transferred from their current section following disciplinary action.

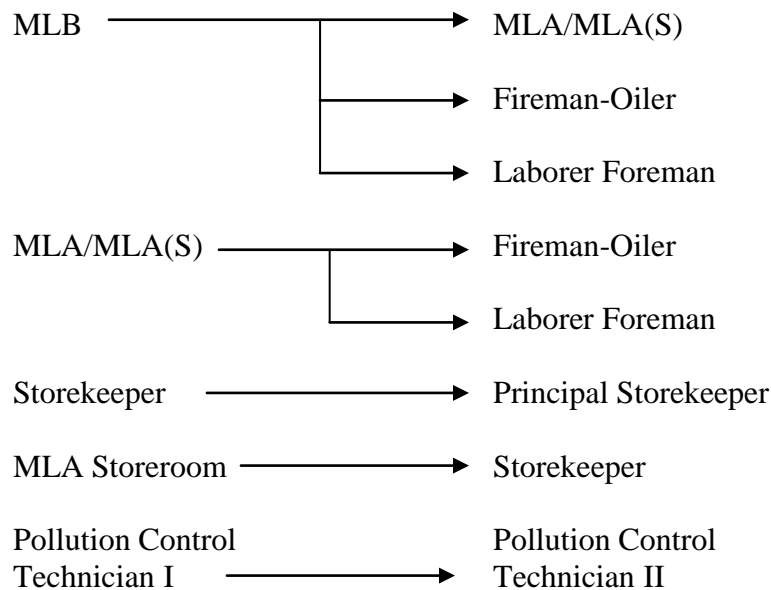
Employees who are involuntarily transferred in accordance with the above language and who were not a party to the allegations, investigation or subsequent discipline based on the incident, which resulted in their involuntary transfer, may submit a transfer request immediately to return to the location and shift the employee was transferred from and the six month and 30 day restriction will not apply. The involuntarily transferred employee who has submitted a transfer request will be the first employee eligible for such transfer to return to the location and shift the employee was transferred from, if such transfer does not require the waiver of a crosshatch.

Any updates or new Administrative Procedures issued regarding the topics above during the term of this Agreement will be included for the purpose of a temporary reassignment, and/or transfer.

SECTION 15. SENIORITY

Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. Seniority shall continue while an employee is on leave of absence on account of sickness or injury which is compensable under the Occupational Diseases Act or the Workmen's Compensation Act. An employee returning to service from Ordinary Disability, layoff, or Duty Disability not compensated under the above stated statutes shall retain seniority credit for all prior service in the class.

- A. When one or more but less than all the employees occupying the positions in a single class are to be laid off, such employees shall be laid off in the order of lowest seniority.
- B. For promotions on a provisional basis or for acting assignments, employees in the subordinate class shall be considered in order of classification seniority from among those in the same budgetary section and work unit, provided the employees are willing, qualified, and have an acceptable work record for the higher level position. An acceptable work record is defined as not having received an oral warning in the last six months; not having received a written warning or suspension within the last year; not having a current annual performance rating of "Improvement Required"; or not working under a stipulation agreement. Promotions from MLA(S) to Shift Fireman-Oiler shall be made on the basis of seniority from among all shift MLA(S) personnel within the same shift and section. Provisional promotions or acting assignments as listed below, shall be made on the basis of seniority from the same budgetary section and work unit, when the duties are required to be performed, provided that the senior employee in the District's judgment is willing, qualified, and able to perform the duties of the higher level position.



It is further understood that when the District wishes to fill a permanent vacancy for MLA or MLA(S) which occurs after all transfer requests have been satisfied in accordance with Section 14 of this agreement, such vacancy will be filled by seniority from a District-wide pool of MLB's without regard to shift or section providing such MLB has requested such promotion in writing, and further provided that the employees are willing, qualified, and have an acceptable work record as defined above. These provisions shall not apply where vacancies are filled by Civil Service examination. Employees in the MLB classification who fail probation as an MLA or MLAS will not be considered for a subsequent promotion to MLA or MLAS for a period of six months provided the employee has had no written warning notice(s) issued from the time of reinstatement as a MLB within that six month period. If the employee receives any suspension within the six month period following reinstatement as a MLB, the employee must wait for a period of one year from the time he/she is reinstated from suspension to be considered for promotion, provided the employee has an acceptable work record as defined above.

- C. If an employee is temporarily assigned to perform the work of a higher rate classification for a period of not less than one hour, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel.

SECTION 16. TEMPORARY REASSIGNMENTS

For employees working in the Maintenance and Operations, Procurement and Materials Management or Monitoring and Research Departments, employees may be temporarily reassigned to other budgetary sections within the same department they are assigned to or to other work units within the same budgetary section the employee is assigned to based on the operational needs of the department. For the purpose of making temporary reassignments, volunteers will be sought by seniority from among the employees in the classification and from the same budgetary section and work unit where it has been determined that the employee will be reassigned from. If the reassignment cannot be made on a voluntary basis, then the reassignment will be made from the least senior employee in the classification, budgetary section and work unit where it has been determined that the reassignment will be made from. Police Officers assigned to the Steady Shift in Appendix II may be temporarily reassigned to other work units (Stickney, O'Brien or Calumet) within the Police Section based on operational needs. For purposes of work units for Police Officers, the Stickney Water Reclamation Plant work unit includes the Main Office Building Complex and the O'Brien Water Reclamation Plant work unit includes the Egan and Kirie Water Reclamation Plants. For the purpose of making temporary reassignments, volunteers will be sought by seniority from among the employees in the classification and from the same budgetary section and work unit where it has been determined that the employee will be reassigned from. If the reassignment cannot be made on a voluntary basis, then the reassignment will be made from the least senior employee in the classification, budgetary section and work unit where it has been determined that the reassignment will be made from.

SECTION 17. AUTO AND MEAL ALLOWANCES

- A. Employees authorized to use their private motor vehicles for District business will be compensated at the rate established as District Policy by the Director of Finance/Clerk for all such miles. Travel claims are subject to audit.
- B. Any employee requested by the Plant, Section, or Department Head to report to the Main Office or another District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.
- C. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$8.00 for meal compensation after completing the twelfth consecutive hour of work. Mealtime periods shall not exceed one (1) hour, when and if conditions permit.

SECTION 18. INSURANCE

- A. Health Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.
- B. Dental Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.
- C. Life Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.

SECTION 19. GRIEVANCE PROCEDURE

Only matters involving the interpretation, application, or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work-related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both.

A grievance relating to all or a substantial number of employees in the bargaining unit or to the Union's own interests or rights under this Agreement may be filed by the Union Vice President or his designee. A grievance concerning bargaining unit members in a single department shall be filed at Step II; a grievance concerning bargaining unit members in more than one department shall be filed at Step III.

Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I

- A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven (7) calendar days of having knowledge of the event which gives rise to the grievance.

In the space provided, the employee will indicate what Section and part of the Agreement is alleged to have been violated and the requested remedy, and submit the form to his/her supervisor.

- B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Union within seven (7) calendar days after receipt of the written complaint.

Step II

- A. If the grievance is not settled at the first (1st) Step, the Union representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven (7) calendar days after the date of receipt by the Union of the decision by the immediate supervisor.
- B. The Department Head or his/her designated representative will notify the employee in writing with a copy to the Union of his/her decision on Employee Problems Form Step II within seven (7) calendar days of receipt of the Step II form.

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II to the Director of Human Resources within seven (7) calendar days of receipt by the Union of the Department Head's decision.
- B. The Union, the Director of Human Resources and the Labor and Employee Relations Staff will meet at least monthly to discuss the pending Step III grievances to determine if there are any grievances that may be resolved or if a Step III meeting needs to be scheduled. At least one date will be scheduled monthly for Step III grievances, except for the three months prior to the expiration of this agreement. The Director of Human Resources or the Director's designee shall reply in writing to the Union with a copy to the employee within seven calendar days of the Step III grievance meeting advising of the Director's determination.
- C. If a grievance is not settled at the third (3rd) Step, either the Union or the District may notify the other in writing within ten (10) days of the receipt

by the Union of the Step III decision, that they request final and binding arbitration.

- D. If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Union shall be considered to have waived the right to pursue the grievance. If a grievance is not appealed to the next Step within the specified time limit, it shall be considered settled on the basis of the Department's last answer. If the immediate supervisor or Department does not answer a grievance or an appeal thereof within the specified time limits, the District will notify the Union in writing that no response was received to enable the Union to continue to pursue the grievance to the next Step, if so choosing, in a timely manner.

Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours. Such employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration meetings.

SECTION 20. FINAL AND BINDING ARBITRATION

Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application, or enforcement of the provisions of this Agreement, except, however, that the following subjects shall not be submitted nor subject to binding arbitration:

1. The elimination or discontinuance of any job where the tasks being performed on the job are no longer necessary, or where the Board of Commissioners through the budget process eliminates or discontinues jobs.

The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and establishing wages, hours, and conditions of employment as specifically set forth.

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The District and the Union will notify each other of the three names remaining on each list. The Director of Human Resources will then send a written request to each of the six named Arbitrators and ask him/her to serve on the Roster of Arbitrators. Arbitrators will advise the parties of their fees and

expenses prior to selection and will be expected to charge such fees and expenses. Payment of Arbitrator fees and expenses, including the cost of the transcription service, will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within sixty days of notice that a grievance is ready for arbitration and submit their decision within sixty days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators, or later withdraws, the party which selected the Arbitrator will then select two other Arbitrators from the Roster of Arbitrators' list and the other party shall strike one name and the remaining Arbitrator shall be contacted by the Director of Human Resources to serve on the roster so each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

These Arbitrators will then be listed in alphabetical order on a list retained by both the Director of Human Resources and the Union. As grievances become ready for arbitration, Arbitrators will be contacted in an alphabetical order to obtain an Arbitrator's commitment to arbitrate the respective grievances within the stated time limit.

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days from the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The Arbitrator's authority shall be limited to making a decision on the grievance in question which conforms with the terms of this Agreement. The Arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the District, and the employee.

Upon renewal of the Agreement, each party has the right to remove three Arbitrators from the Roster of Arbitrators and those removed Arbitrators shall be replaced with other Arbitrators selected from the ranks of the National Academy of Arbitrators, in accordance with the procedures given in this Section of the Agreement. Arbitrators will continue to be listed on the Roster of Arbitrators until removed in this manner.

SECTION 21. NO STRIKE—NO LOCKOUT

- A. During the term of this Agreement, neither the Union nor its agents or any employee covered by this Agreement for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.
- B. The Union agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Section, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees violating Section 21 A to return to work.

- C. The District may discharge or discipline any employee who violates Section 21 A and any employee who fails to carry out his/her responsibilities under Section 21 B, and the Union will not resort to the Grievance Procedure on such employee's behalf.

D. Union Action in Event of a Strike

Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, the Union, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

1. Advise the District in writing that the strike or stoppage has not been called or sanctioned by the Union. Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown, or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown, or other interference with District operations is authorized.
2. Provide copies of the following notice on Union letterhead to be posted on bulletin boards in the Plant and other District facilities:

"We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage, or slowdown has occurred in the District. Inasmuch as no such strike, slowdown, or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike, slowdown, or stoppage, you are hereby instructed to return to work immediately."

- E. The Union agrees that in the event of an impasse after the expiration date of this Agreement, all employees covered under this Agreement working in the classifications of Police Officer or Watchman will continue to work and provide plant security notwithstanding any action which may be taken by other employees.

During the term of this Agreement or during the period of negotiating, neither the Union nor any person acting in its behalf, will cause, authorize, support, or take part in any strike, slowdown, work stoppage or other interference with the work and statutory functions or obligations of the District for any purpose whatsoever by Police Officers or Watchmen. It is further agreed that the Union will not itself, and will not request any other organization, to place a sanction of any form on the District for any action taken by the District against a Police Officer, or Officers, who may have violated this No Strike provision.

The Union will not support the action of any Police Officer taken in violation of the foregoing paragraph, nor will it directly or indirectly take reprisals of any kind against a Police Officer for continuing or attempting to continue the full, faithful, and proper

performance of his/her contractual duties, or who refuses to participate in any of the activities prohibited by this No Strike provision.

Willful violation of this No Strike provision by any Police Officer or group of Police Officers will constitute just cause for discharge and/or the imposition of discipline or penalties.

The District, in the event of violation of this No Strike provision, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief.

SECTION 22. SEPARABILITY AND NOTICE

A. AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved.

B. NOTICES

All notices required under this Agreement shall be in writing and sent by the Union to the District in triplicate to the following:

1. Executive Director
2. Director of Human Resources
3. Labor Negotiator

Notices sent by the District shall be mailed to the Vice President of SEIU Local 1, Firemen and Oilers Division.

The District will notify the Union within 28 days when any employees are hired or terminated in the classifications covered under this Agreement.

SECTION 23. AMENDMENTS AND ENTIRE AGREEMENT

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

duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or all past practices, oral or written not otherwise specifically enumerated in the Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.

SECTION 24. NON-DISCRIMINATION

Neither the District nor the Union will discriminate against any employee in the Bargaining Unit with regard to wages, hours, or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin in violation of any Federal or Illinois law. Allegations of discrimination shall not be pursued through the grievance procedure but shall be submitted to the appropriate State or Federal agency.

SECTION 25. DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2014, and shall continue in full force and effect through June 30, 2017, and from year to year thereafter unless at least 60 days prior to June 30, 2017 or at least 60 days prior to June 30 of any year thereafter notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on July 1 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.
- B. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Federal Mediation & Conciliation Service.

Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit the dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

- C. The union agrees that if the current Agreement has expired and a successor Agreement has not been agreed upon, and other employees exercise their statutory right to strike, that

the Police Officers and Watchmen will continue to work in accordance with Section 21 E. Likewise in the event of impasse over any issues directly related to wages, hours, or conditions of employment of Police Officers or Watchmen, those issues shall be submitted to an impartial arbitrator, who shall be selected in accordance with the provisions of Section 20 of this Agreement.

1. The arbitrator shall conduct his/her proceeding in accordance with the provisions of Section 14(d) through 14(h) of the Illinois Public Labor Relations Act, excepting that references in the Statute to the Chairman or panel of arbitrators shall be interpreted to mean the single arbitrator. The District and the Union agree to accept the arbitrator's award as final and binding.

THIS AGREEMENT and its Schedules are made in duplicate, and each copy is an original copy.

Executed at Chicago, Illinois, this _____ day of _____, 2014.

For the SEIU Local 1, Firemen and Oilers Division

Timothy P. Healy
Vice President

For the Metropolitan Water Reclamation District of Greater Chicago

Ted J. Kosowski
Labor Negotiator

Approved as to Form and Legality

Lisa A. Goldberg
Head Assistant Attorney

Ronald M. Hill
General Counsel

Jacqueline Torres
Clerk/Director of Finance

David St. Pierre
Executive Director

Mariyana T. Spyropoulos, Chairman
Committee on Finance

Cynthia M. Santos
Chairman Committee on Labor
and Industrial Relations

APPROVED:

Kathleen Therese Meany, President
Board of Commissioners

SCHEDULE A
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

1. RATES OF PAY

Hourly rates of wages in effect for dates specified:

<u>POSITION CLASSIFICATION</u>	<u>HRLY RATE</u> <u>EFFECTIVE</u> <u>07/01/14</u>	<u>HRLY RATE</u> <u>EFFECTIVE</u> <u>07/01/15</u>	<u>HRLY RATE</u> <u>EFFECTIVE</u> <u>07/01/16</u>
Fireman-Oiler	38.42	39.57	40.76
Turbine Laborer	38.42	39.57	40.76
Laborer Foreman	39.18	40.36	41.57
Principal Storekeeper	39.18	40.36	41.57
Building Laborer	36.94	38.05	39.19
Boiler Setter Laborer	36.94	38.05	39.19
Maintenance Laborer A Shift	36.75	37.85	38.99
Storekeeper	36.75	37.85	38.99
Patrol Boat Operator	39.18	40.36	41.57
Maintenance Laborer A	34.99	36.04	37.12
Police Officer	36.75	37.85	38.99
Material Handler Laborer	32.55	33.53	34.54
Watchman	14.24	14.24	14.24
Pollution Control Technician II	32.74**	33.72**	34.73**
Pollution Control Technician II (Base Rate)	28.82	29.68	30.57
Pollution Control Technician I	29.91**	30.81**	31.73**
Pollution Control Technician I (Base Rate)	26.34	27.13	27.94
Maintenance Laborer B (Base Rate)	24.40*	25.13*	25.88*

*Maintenance Laborer B's currently above the respective base rate will receive a 3.0% wage increase on July 1, 2014, a 3.0% wage increase on July 1, 2015, and a 3.0% wage increase on July 1, 2016.

**Pollution Control Technician I's and Pollution Control Technician II's (original entrance) hired on or after July 1, 1994, will be paid at the base rate.

2. VACATIONS

All full-time employees shall be entitled to the following weeks of vacation:

First five (5) years of service - ten (10) working days

Next ten (10) years of service - fifteen (15) working days

Next ten (10) years of service - twenty (20) working days

After twenty-five (25) years of service - twenty-five (25) working days

Employees must have completed five (5), fifteen (15), or twenty-five (25) years of service with the District before June 30 in order to qualify for the three (3) week, four (4) week, or five (5) week vacation respectively, within that calendar year. If the service anniversary date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

3. SICK LEAVE

Sick leave credit shall commence after the first month of employment for full-time employees and shall continue to accumulate at the rate of one (1) day for each month of service for the first year and fifteen (15) days per year thereafter. There is no maximum accumulated sick leave balance. No employee will be eligible for sick leave with pay until the first month of his employment is completed.

4. HOLIDAYS

Time off with pay shall be granted to full-time employees on the following holidays:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Three (3) Optional Holidays

A holiday is one which is recognized regardless of the day of the week on which it falls. A holiday falling on a Saturday will be observed on the preceding Friday; one which falls on a Sunday will be observed on the following Monday. For shift employees scheduled to work on a holiday, the actual day of the holiday shall be coded as "holiday" for pay purposes. Shift employees who actually work on the holiday shall receive the following as holiday pay: one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited eight (8) hours "holiday earned" for that day. For shift employees, the Martin Luther King Day holiday will be observed on the third Monday in January, the President's Day holiday will be observed on the third Monday in February, the Memorial Day holiday will be observed on the last Monday in May, and the Labor Day holiday will be observed on the first Monday in September.

Employees hired after June 30th in any calendar year will receive the third Optional Holiday the following January 1st. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor and must be used each year by December 31st. Under no circumstances will an employee be allowed to carry any optional holidays over into the following calendar year.

Any day declared by the Board of Commissioners to be a holiday not listed above shall automatically be considered a holiday under this Agreement. Shift employees who actually work on a holiday are entitled to holiday pay as described above.

A shift employee who schedules or calls in to request FMLA on a holiday shall be coded, "FMLA Absence Without Pay" and "Holiday", provided that such employee has been granted and is using FMLA leave in accordance with the Family and Medical Leave Act Administrative Procedure in effect at the time the leave is being requested.

An employee not scheduled to work on a holiday is eligible for holiday pay, in accordance with the Agreement, provided the employee works or has an excused absence on the last regular scheduled workday preceding and first scheduled workday following the holiday. An excused absence is considered time-off-with-pay, but does not include ordinary or duty disability, FMLA absences without pay, or other leaves of absence without pay. Employees reinstated from ordinary or duty disability on the holiday will be eligible for holiday pay.

ADDITIONAL HOLIDAY

Employees will be given the choice of one additional holiday during the holiday season based on the following choices:

For 2014, the additional holiday options are:

Wednesday, November 26, 2014, or Friday, November 28, 2014, or Wednesday, December 24, 2014, or Friday, December 26, 2014, or Wednesday, December 31, 2014, or Friday, January 2, 2015.

For 2015, the additional holiday options are:

Wednesday, November 25, 2015, or Friday, November 27, 2015, or Thursday, December 24, 2015, or Monday, December 28, 2015, or Thursday, December 31, 2015, or Monday, January 4, 2016.

For 2016, the additional holiday options are:

Wednesday, November 23, 2016, or Friday, November 25, 2016, or Friday, December 23, 2016, or Tuesday, December 27, 2016, or Friday, December 30, 2016, or Tuesday, January 3, 2017.

The proper timesheet coding for regular day (non-shift) employees to use for this additional holiday is Code 0030, Holiday.

Shift employees will receive holiday pay for Christmas and New Year's Day in accordance with the holiday schedule above. Shift employees scheduled to work on the six designated days for that particular year, and who actually work on all six of those days designated are entitled to holiday pay (eight hours Holiday Earned and four hours Overtime Pay Straight Time) for one day only in accordance with past practice. If a shift employee has a regular day off on one or more of the designated days, and works as scheduled on the other designated days, the employee will earn eight hours of Holiday Earned for one day only. This eight hours of Holiday Earned would be received on the date that is given as the last choice of possible additional holidays. If a shift employee has an approved day off (vacation, holiday used, compensatory time, or optional holiday) on any of the designated days, that employee will be coded "Holiday" for a previously scheduled day off. The previously scheduled day off will be rescheduled for another date with the approval of the supervisor. Employees may not receive holiday pay or holiday earned for more than one day.

5. MISCELLANEOUS

- A. Employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m. unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.
- B. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:10 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:10 p.m. No employee will be allowed to sign out before 3:23 p.m.
- C. The District will furnish wearing apparel and safety equipment where work conditions require. The District will furnish uniforms where required.
- D. The District will reimburse employees for safety boots and safety glasses at a rate and method to be determined by the Risk Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$50.00 and the rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$64.00, unless the Risk Manager increases the rate and method above.

Effective January 1, 2015, the rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety

shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

- E. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0, Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

A minimum grade of "C" will be required for reimbursement. For courses taken on a Pass/Fail basis, a "Pass" will be required. Employees that voluntarily separate from District service will be required to repay tuition reimbursement to the District as follows: 100% repayment for reimbursements made to the employee received within one (1) year of leaving District employment, 75% repayment for reimbursements made between one (1) year to two (2) years of leaving District employment and 50% repayment for reimbursement made to the employee received between two (2) and three (3) years of leaving District employment.

Effective January 1, 2013, all employees shall be reimbursed for approved courses, at the rate of 75% of the tuition cost to a maximum reimbursement of \$10,000 per employee per calendar year in which the reimbursements were paid.

Any revisions to the Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees during the term of this Agreement will be included for the purpose of determining tuition reimbursement eligibility.

- F. The MLA-Shift pay rate will be paid to MLA's assigned to the Railroad Crew, the Sewer Maintenance Unit, the Channel Maintenance Crew, and the Boiler Washer Crew. The Channel Maintenance Crew will report to a pumping station or other designated District facility to pick up their tools at the start of the workday. The tools will be returned to that facility at the end of the workday. The Channel Maintenance Crew will receive mileage for carrying tools from the point of picking up their tools at the start of the workday until the tools are returned at the end of the workday. Pollution Control Technicians assigned to work shift will receive the shift differential in effect at the date of execution of this Agreement.
- G. Warning notices will be removed from an employee's personnel record after 12 consecutive months from the issuance of said warning notice upon his/her written request, provided the employee does not receive any other disciplinary action(s) during the 12 months. Such warning notices will be maintained in a sequestered file.

- H. Employees required to work under compressed air (10 p.s.i. or greater) will receive a 10 percent cash bonus for the working time actually spent under these conditions.
- I. Employees spraying chemicals requiring a license from the State of Illinois to spray such chemicals will receive a five percent cash bonus for the working time spent actually spraying those chemicals.
- J. The District will grant military leave in accordance with Illinois State and Federal laws.
- K. The District will advise the Union, in writing, of any positions within the bargaining unit which have been designated #1, #2, or (AC) prior to budget hearings by the Board of Commissioners. The District's notice will indicate the effective date of #1, #2, or (AC) designation and the reason for such designation.
- L. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following will apply:
 - 1. Full Day District Designated Facility Closure
 - a) Non-shift employees who are instructed not to report for work shall receive payroll code 0017 – Employee Benefit for the workday.
 - b) Non-shift employees who are not working due to a prescheduled paid day off will have their time sheet adjusted to reflect payroll code 0017 – Employee Benefit for the workday if work is not available to them due to their work location being closed.
 - c) Non-shift employees who are directed to report to work when their work location is closed shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees will be coded 0017 – Employee Benefit for any regularly scheduled hours not worked during their scheduled workday.
 - d) Shift employees who are scheduled to report to work and who are not able to report to work, or who are already off work on a prescheduled paid day off, will be allowed to use their own discretionary time to cover their absence.
 - e) Shift employees who are scheduled to report to work and report for work shall receive their regular compensation in addition to payroll code 0026 – Holiday Earned for the number of hours worked equal to the paid time off received by non-shift employees in the bargaining unit at their assigned work location, up to a maximum of eight (8) hours holiday earned credit.

- f) Shift employees who are on a regular day off (payroll code 0048) or on a prescheduled paid day off and who are called in and report for work shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees shall also receive payroll code 0026 – Holiday Earned for all hours worked up to a maximum of eight (8) hours holiday earned credit.
- g) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.

2. Partial Day District Designated Facility Closure

- a) Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017 – Employee Benefit for the remaining hours of their workday.
 - b) Non-shift employees who are off work on a pre-scheduled day off or who are not at work at the time when non-shift employees at their assigned location are released early are not eligible to receive payroll code 0017 – Employee Benefit.
 - c) Non-shift employees who are required to work for the remainder of their workday after the District has released other employees for early dismissal at their assigned work location shall be compensated at 1-1/2 times their hourly rate for all hours worked for the remainder of their regular workday.
 - d) Shift employees who are directed to remain at work for the remainder of their shift after the District has released non-shift employees at their assigned location shall receive their regular compensation in addition to being credited with the number of Holiday Earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
 - e) Shift employees working their entire shift on that workday shall be credited with the number of holiday earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
 - f) Shift employees working a double shift shall not receive more than 8 hours of holiday earned credit.
- M. All employees will be required to participate in the electronic deposit of their payroll check into an account that the employee specifies.
- N. Patrol Boat Operators will be required to drive a District vehicle, when available, to and from a District boat dock or any other location to which they are assigned, to complete their job assignments. When a District vehicle is not available, the

use of a personal auto may be required. Mileage for personal auto use will be reimbursed according to the Finance Department's Handbook of Employee Expense Rules. Reimbursement for mileage will not be approved for travel between work sites within the same District facility.

- O. Police Officers who are certified by the Illinois State Training Board, North East Multi Regional Training or any other organization sanctioned by the Illinois State Training Board to perform duties of a Field Training Officer, Juvenile Officer, Criminal Investigator, Evidence Technician, or completed a Department approved course to perform the duties of Interviewing and Interrogations (i.e., Reid Technique), and who are assigned by the Chief of Police or designee to perform such duties, shall receive a 5% task differential for actual time spent performing these duties.

Police Officers who have been certified to instruct other Police Officers and are assigned the duties of “Instructor” by the Chief of Police or designee shall receive a 5% task differential for actual time spent instructing other Police Officers in the following areas: ASP/Expandable Batons, Firearms, Fire Arm Training Simulator, Emergency Vehicle Operator Course, or Oleoresin Capsicum (Pepper Spray).

The Chief of Police or designee shall have sole discretion in determining whether or not a Police Officer is serving as an “Instructor” or has been assigned the duties listed above.

- P. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.
- Q. Employees shall perform the duties of any assignment within their classification, section and shift/non-shift to meet the workload of that section.
- R. Changes to Performance Ratings. Employees may request to have a union representative present at a meeting where it is being explained to the employee why his/her performance rating was changed by a supervisor above the level of the Rater (immediate supervisor). It is the employee’s responsibility to request the presence of a union representative.
- S. When instructed, Pollution Control Technicians shall be required to take effluent and sedimentary samples and these duties shall remain within the jurisdiction of the Laboratory Technicians.

6. LABOR MANAGEMENT COMMITTEE ON THE RETURN TO WORK PROGRAM

The District and the unions representing District employees shall establish a “Labor Management Committee on the Return to Work Program.” The Committee shall consist of staff from the District’s Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor and enhance the performance of the District’s current Return to Work Program which includes:

- Computer based educational coursework and other educational training activities,
- Modified duty tasks within the employee’s traditional or historical union jurisdiction.

The Committee will also discuss ways to improve the program on an ongoing basis, including but not limited to such items as:

- Developing accident prevention strategies,
- Identifying work assignments outside traditional jurisdictions,
- Identifying appropriate training and safety awareness programs, and
- Other issues that may arise during the implementation and administration of this program.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Committee to identify specific training opportunities and other solutions to improve the program.

The Committee is advisory only. It is intended to promote collaboration and discussion over the effectiveness of the Return to Work Program. It in no way diminishes the rights contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the program.

7. LABOR MANAGEMENT COMMITTEE ON POLICE OFFICER 12-HOUR SCHEDULE

The Metropolitan Water Reclamation District of Greater Chicago (District) and SEIU Local 1 (Union), have agreed to establish a Labor Management Committee (Committee) to

discuss the feasibility of developing and implementing a 12-hour work schedule for the Police Officers only. The Committee shall consist of the District's Labor Negotiator, staff from the Employee Relations Section, the Chief of Police and other management staff from the Police Unit and any other District representatives designated by the District's Labor Negotiator. The Union shall have a maximum of six (6) District Police Officers on the Committee, comprised of representation from different shifts and work locations. Union members on the Committee shall be relieved of their duties to attend the meetings. Union members attending the meetings shall only be compensated if the meeting occurs during their normal work schedule, excluding overtime. The Union shall notify the District two weeks in advance of each committee meeting as to which Union members have been selected to attend the meeting.

The District shall collect Police Officers' attendance and staffing data for the period of July 1, 2014 through June 30, 2015. The attendance data shall be converted from the current eight (8) hour schedule to the proposed 12-hour schedule. Commencing in December of 2014, the Committee shall meet to begin reviewing and discussing the data. The Committee shall continue to meet on a quarterly basis to discuss the data and any changes required to the current Agreement in order to implement a proposed 12-hour schedule. It is understood that any recommended modification to the Agreement will be limited only to the specific provision(s) of the Agreement that would be affected by the proposed implementation of a 12-hour work schedule for the Police Officers. If the District and the Union can mutually agree on the changes necessary to implement the 12-hour schedule, such changes shall be reduced to writing and presented to the respective parties' principals for consideration.

Any changes to the Agreement must be mutually agreed to in writing and approved by the District's Executive Director and Board of Commissioners.

SCHEDULE B
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

INSURANCE

1. Health Insurance

The District shall provide health insurance coverage to the employee or dependents, either single, employee plus one dependent, or family plan as appropriate to regular full-time employees. Health Insurance coverage also includes domestic partners in accordance with Administrative Procedure 10.3.0, and civil union partners in accordance with Administrative Procedure 10.43.0. Domestic partner or civil union partner eligibility may be redefined in any updated or new Administrative Procedure. Employee contributions will be based on a percentage of the actual claims cost for single, employee plus one dependent, or family coverage, and deducted 24 pay periods per year.

Effective July 1, 2014, costs for employees in the health maintenance organization (HMO) program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the HMO will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2015.

Effective July 1, 2016, costs for employees in the HMO program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2016.

Effective July 1, 2014, costs for employees in the comprehensive major medical program (PPO) will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the PPO will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2015.

Effective July 1, 2016, costs for employees in the PPO program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2016.

The pre-tax employee contributions effective July 1, 2014, for each of the 24 pay periods shall be as follows:

	<u>Single</u>	<u>Employee + 1</u>	<u>Family</u>
HMO	\$26.45	\$52.90	\$92.57
PPO	\$41.24	\$82.48	\$144.34

The Union will cooperate with the District in developing programs to contain the cost of health care.

Prior to July 1 of each calendar year all employees will have the option of selecting HMO or PPO coverage.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the District. All benefits are subject to the provisions of the policies between the District and the insurance company but will not be diminished during the term of this Agreement.

PPO

The penalty for failure to call for preadmission approval prior to an inpatient hospital stay under the PPO is \$350.00.

For employees in the PPO, effective July 1, 2014 the following will apply:

- The annual deductible will be \$300.00 per individual, the annual deductible for Employee + 1 will be \$600.00 and the maximum annual deductible per family will be \$900.00.
- Coinsurance will be 85% of eligible charges after the annual deductible has been met.
- A \$100.00 co-payment for the emergency room per visit will be required. The co-payment is waived if the patient is admitted from the emergency room.
- A Prescription Drug Step Therapy and Prior Authorization program will be utilized.
- The annual out-of-pocket expense limit is \$1,500.00 per individual, \$3,000.00 for Employee + 1 and a maximum of \$4,000.00 per family for in-network providers. The annual out-of-pocket expense limit is \$3,000.00 per individual, \$6,000.00 for Employee + 1 and a maximum of \$9,000.00 per family for out-of-network providers.
- Coverage for outpatient surgery will be as follows:

In-network (PPO)	85%
Out-of-network	70% of Usual and Customary

For employees in the PPO, effective January 1, 2016 the following change will apply:

- The annual deductible will increase from \$300.00 to \$350.00 per individual, the annual deductible for Employee + 1 will increase for \$600.00 to \$700.00 and the maximum annual deductible per family will increase from \$900.00 to \$1,050.00.

The District offers a Wellness Benefit, including Preventative Care Services to all employees and eligible dependents enrolled in the Blue Cross Blue Shield Participating Provider Organization (PPO).

This benefit will encourage employees and eligible dependents to seek the preventative care and diagnostic services identified below with the goal of providing for the early diagnosis of illness which can be beneficial in controlling long term health care costs.

Wellness Benefit

- Routine Lab Work
- Routine X-rays
- Hearing Screenings
- Routine Sleep Study
- Routine EKG
- Routine Ovarian Cancer Lab/X-ray
- Routine Colorectal Lab/X-ray

The Wellness Benefit will be covered at 100% of the eligible charge and the annual deductible will not apply. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

Preventative Care Services

- Annual Routine Pap Smear
- Mammogram
- PSA and DRE
- Routine Physical Checkups (Adults)
- Routine Pediatric Checkups, Well Baby Care & Pre-school exams
- Immunizations
- Routine Bone Density Test
- Smoking Cessation Services
- Healthy Diet Counseling

The listed preventative care services including related office visits and physician fees, will be covered at 100% of the eligible charge. The annual deductible will not apply to the preventative care services. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

HMO

For employees in the HMO, effective July 1, 2014 the following will apply:

- A \$20.00 co-payment for office visits will be required.
- The annual out-of-pocket expense limit is \$1,500.00 per individual and a maximum of \$3,000.00 per family.
- A \$50.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

For employees in the HMO, effective January 1, 2015, the following change will apply:

- The co-payment for the emergency room will increase from \$50 to \$100. The co-payment will continue to be waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

Employees who are covered under either the PPO or HMO plan will receive prescription drug coverage according to the following schedule effective July 1, 2014:

Retail Card

Based on a 30-day supply

	<u>Co-payment</u>
Generic	\$ 9.00
Formulary	\$25.00
Non-Formulary	\$45.00

Mail Order

Employees may obtain up to a 90-day supply of maintenance drugs. Employees are strongly encouraged to use mail order for maintenance drugs.

	<u>Co-payment</u>
Generic	\$18.00
Formulary	\$50.00
Non-Formulary	\$90.00

The formularies are determined by the pharmacy benefits manager and the mail order provider, and are not subject to notice of changes or approval of such changes by the District.

For employees with prescription drug coverage, effective January 1, 2015 the following will apply:

- A fourth tier of drugs will be added to the retail benefit schedule for specialty medications. The “Specialty” tier will have a co-payment of \$100.00.
 - The annual out-of-pocket expense limit for prescription drugs is \$1,000.00 per individual, \$2,000.00 for Employee + 1 and a maximum of \$2,700.00 per family.
- b. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Union.
- c. Employees will have the choice of the comprehensive major medical program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.
- d. Where both husband and wife are employed by the District, the choices for health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.
- e. During the term of this Agreement if some form of federally mandated health care reform is instituted which has a mandated impact on the health care program provided in this Agreement, the District or the Union may reopen the Agreement for health insurance only by written notice to the other party within sixty (60) days of the effective date of such legislation.
- f. Employees will be covered by a vision plan. Coverage will be determined by the employee's coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this agreement, the benefits from this plan will include the following:

Eye Examination	Once every 12 months
Frames	Once every 24 months
Standard Plastic Lenses	Once every 12 months
or	
Contact Lenses	Once every 12 months

The benefits provided and co-payments for in-network and out-of-network services are as defined by the vision plan provider, and will not be diminished during the term of this agreement provided the same services are available in the marketplace.

2. Life Insurance

- a. The District shall provide each full-time employee covered by this Agreement with a paid twenty thousand dollar (\$20,000) group term life policy.
- b. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. Dental Insurance

- a. Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending March 31st of each year.
- b. The District retains the right to select insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.

4. Labor Management Committee on Health Care

The District and the unions representing District employees shall establish a “Labor Management Committee on Health Care.” The Committee shall consist of staff from the District’s Labor and Employee Relations Section, the Compensation and Benefits Section, including the District’s Compensation and Benefits Manager or his/her designee, the Risk Manager, and other District Representatives designated by the Labor Negotiator and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor the performance of the District’s health care plan and to discuss ways to improve plan operation and administration on an ongoing basis, including but not limited to such items as:

- alternative funding options,
- the prescription drug plan and the mail order program,
- the methodology of computing employee contributions,
- revisions to the list of providers participating in the hospital PPO.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Labor Management Committee on Health Care (Committee) to identify specific health care cost management opportunities. If the Committee mutually determines that certain cost management options are worthy of serious consideration, the District's staff may so advise the Executive Director. The Executive Director will determine if the recommended cost management options should be presented to the District's Board of Commissioners. If any item is recommended by the Committee and presented to the Executive Director for consideration and such item is not presented to the District's Board of Commissioners, the Executive Director shall provide a written response to the Committee as to the reason(s) for not presenting such recommendation to the Board of Commissioners. The District's Board of Commissioners must approve any recommended cost management option prior to implementation.

The Committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the plan.

SCHEDULE C
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. This policy will be implemented when comparable policies apply to all District employees.

B. Voluntary Treatment

The District and the Union strongly encourage employees to voluntarily make use of the Employee Assistance Program (EAP) for any alcohol, drug, or substance abuse problem. Employees may initiate counseling, referral and aftercare on a voluntary basis prior to a violation of this Drug and Alcohol Testing Policy. An employee will not be subject to disciplinary action for voluntarily seeking the assistance of the EAP for an alcohol, drug, or substance abuse problem(s). Enrollment in an EAP following a violation of this policy may not preclude discipline.

C. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.

1. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
2. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.
3. Employees must sign a consent form prior to testing. Failure to sign the consent form or to comply with testing although not an admission of guilt may subject an employee to disciplinary action up to and including discharge.

4. Urine samples will be analyzed by a laboratory selected by the District and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
5. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be considered as a positive drug test, and a violation of this policy. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file.
6. At the time the urine sample is collected, the employee may request a split sample to be analyzed by an independent laboratory certified by SAMHSA. The independent laboratory must also maintain strict chain-of-custody procedures. The split sample testing requested by the employee will be at the employee's expense and subject to the same standards as the laboratory selected by the District.
7. Employees directed to take a breathalyzer alcohol test will also be required to complete a consent form prior to testing. Failure to complete the consent form or to comply with testing although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge. Employees with a blood-alcohol content of .05 or greater will be considered in violation of this policy.

D. Random Drug Testing for Police Officers

In addition to the reasonable suspicion drug and alcohol testing described in Paragraph C of this Policy, District Police Officers will be subject to random drug testing. Random testing will be conducted such that the number of random drug tests will be equal to, at a minimum, 50% of the total number of officers employed by the District. The District may direct urinalysis up to four times a year at a time and place designated by the District. A computer program, maintained by a urine sample collection facility selected by the District, will generate random lists of District Police Officers to be tested. The Labor and Employee Relations Section of the Human Resources Department will receive the random list and notify the District's Chief of Police of those officers who were selected to be tested. The District's officers will be notified of the location and time of the test shortly before being tested. If an officer fails to report for testing or refuses to provide consent to testing, the officer will be deemed to have refused to test and will be subject to disciplinary action as set forth in this Drug and Alcohol Testing Policy.

E. Action to be Taken for Employees in Violation of this Policy

Employees found to be under the influence of alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on

District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

Employees found to be in violation of this policy may be required to enter into a Stipulation of Facts and an Agreement with the District and the Civil Service Board as a condition of continued employment. That Agreement may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Agreement, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE D
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

RELIEF WORKERS

The District recognizes the Union as the sole representative of employees in the Relief Worker (119 day maximum appointment) classification. The wage rate for the Relief Worker classification is \$13.00 per hour.

The District and the Union agree that only Section 1, Recognition, Section 2, Management Rights, and Section 3, Union Dues and Fair Share, of this Agreement are applicable to employees in the Relief Worker classification. No other provisions of the Agreement shall apply. The Union agrees that some Relief Worker employees may be assigned duties performed by employees in the classification previously known as "Summer Worker." The Union further agrees that as temporary employees, the Relief Workers serve at the pleasure of the District's appointing authority and may be terminated prior to the expiration of the 119 day appointment. The Union recognizes the District's sole right to determine the number of Relief Worker positions and to eliminate any or all such positions.

SCHEDULE E
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

FLEXIBLE SPENDING ACCOUNTS

Employees may voluntarily participate in establishing pre-tax flexible spending accounts for medical, dependent care, and/or transportation in accordance with federal Internal Revenue Code guidelines.

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are irrevocable for a one-year-period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan year is from July 1st through June 30th. Employees may carry over up to a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (June 30th). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

The effective date of each new plan year is July 1st. Employees may set aside an amount up to the maximum recommended by the District and approved by the Board of Commissioners for the medical spending accounts. Elections for dependent care spending accounts may be made up to the maximum amount allowed by the federal Internal Revenue Code.

Transportation Accounts (Mass Transit and Parking)

Initial participation or changes to the transportation accounts elections, both transit and parking, may be made at any time.

Transit and/or parking elections or changes become effective the first pay period following the election or change.

The minimum and maximum amounts will be administered in accordance with the federal Internal Revenue Code and related policies established by the District's Board of Commissioners.

Reimbursements for eligible expenses from the flexible spending accounts will be administered by a third party selected by the District. Disputes with the third party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.

APPENDIX I
EXAMPLE OF STEADY SHIFT (Rotating Days Off)
(EFFECTIVE JANUARY 1, 1988)

<u>Week</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>	<u>Employee Number</u>
1	–	–	X	X	X	X	X	1
2	–	X	X	X	X	X	–	2
3	X	X	X	X	X	–	–	3
4	X	X	X	X	–	–	X	4
5	X	X	X	–	–	X	X	5
6	X	X	–	–	X	X	X	6
7	X	–	–	X	X	X	X	7

Original assignments effective January 1, 1988 to the above schedule shall be picked by the employees within the same plant and section according to classification seniority. After January 1, 1988, assignment to a particular shift (District-wide) shall be governed by Section 14 of the Agreement.

APPENDIX II
EXAMPLE OF STEADY SHIFT (Rotating Days Off)
FOR POLICE OFFICERS

<u>Week</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>
1	–	–	X	X	X	X	X
2	X	–	–	X	X	X	X
3	X	X	–	–	X	X	X
4	X	X	X	–	–	X	X
5	X	X	X	X	–	–	–
6	X	X	X	X	X	–	–
7	–	X	X	X	X	X	X

A particular officer, assigned to this example of a day off rotation, would have his/her days off start on Monday of week one. His/her days off would then progress weekly for 7 weeks. At the start of the 8th week, his/her days off start on Monday again and repeat the pattern.

Other officers on his/her shift are assigned to different day off groups that rotate the same way.

APPENDIX III

CRITICAL INFRASTRUCTURE SCHEDULE

Day Off Group	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	OFF	OFF							OFF	OFF				
2		OFF	OFF							OFF	OFF			
3			OFF	OFF							OFF	OFF		
4				OFF	OFF							OFF	OFF	OFF
5					OFF	OFF	OFF						OFF	OFF
6						OFF	OFF	OFF						
7	OFF							OFF	OFF					

THIS SCHEDULE FOLLOWS THE STANDARD 49-DAY ROTATION

Officers will be divided into two groups, day shift and night shift. The day shift will work a twelve hour shift from 6:00 a.m. to 6:00 p.m. The night shift will work a twelve hour shift from 6:00 p.m. to 6:00 a.m. Officers currently assigned to regular days or the day shift will work the day shift (6:00 a.m. to 6:00 p.m.) schedule. Officers currently assigned to the midnight shift will work the night shift (6:00 p.m. to 6:00 a.m.) schedule. Officers currently assigned to the afternoon shift will be divided between the day shift and night shift schedule as defined above. There will be more afternoon shift Officers assigned to the night shift schedule since there are more Officers currently assigned on regular days and the day shift. Officers on the afternoon shift will pick day or night shift assignments on the basis of seniority. All Officers will remain at their current location, unless there is a need to cover additional facilities. Those assignments will be determined by seniority. However, for the first 14 days of the elevated status that will prompt the use of this schedule, in order to meet immediate needs, the District has the right to assign Officers as needed.

**THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
EMPLOYEE PROBLEMS FORM FOR REPRESENTED EMPLOYEES**

STEP I II III (circle one) LABOR UNION _____

NAME _____ TITLE _____ I.D. _____ DEPT. _____

SECTION/PART OF CONTRACT ALLEGED TO BE VIOLATED _____ DATE OF INCIDENT _____

DATE DISCUSSED WITH SUPERVISOR _____ NAME OF IMMEDIATE SUPERVISOR _____

STATEMENT OF GRIEVANCE AND PROPOSED SOLUTION

GRIEVANCE: (attach additional sheets if necessary)

PROPOSED REMEDY:

UNION REP. OR
EMPLOYEE'S
SIGNATURE _____

DATE _____

INSTRUCTIONS TO EMPLOYEE: Submit original to your supervisor who will complete the DATE RECEIVED below, and give you a copy for your record. A copy will be sent to the Union by the Human Resources Department.

INSTRUCTIONS TO SUPERVISORS: Refer to "General Directions to Supervisors and Managers"

GRIEVANCE NUMBER _____ DATE RECEIVED _____

DECISION (check one)

☐ SUPERVISOR

☐ DEPARTMENT HEAD

☐ DIRECTOR OF HUMAN RESOURCES

SIGNATURE _____ DATE _____

NAME AND TITLE _____

White - Labor and Employee Relations

Yellow - Department

Pink - Employee



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1370, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. David St. Pierre, Executive Director

Authority to Approve the Agreement between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Electrical Instrumentation and Testing, (AFL-CIO)

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9 (Electrical Instrumentation and Testing) have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Electrical Instrument and Testing Mechanic, Electrical Instrument and Testing Mechanic Leadman and Electrical Instrument and Testing Mechanic Foreman. The District has been advised that this Agreement has been approved by Local Union No. 9.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2014 through June 30, 2017.

It is recommended that the Board of Commissioners approve the Agreement between the District and the International Brotherhood of Electrical Workers, Local Union No. 9 (Electrical Instrumentation and Testing).

It is requested that the President, the Chairman of the Committee on Finance, the Chairman of the Committee on Labor and Industrial Relations, the Executive Director, the Clerk/Director of Finance and the Labor Negotiator be authorized and directed to execute said agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Typographical errors in this Agreement, not resulting in substantive changes to the contract language, may be corrected following approval by the Board of Commissioners.

Requested, Denice E. Korcal, Director of Human Resources, DEK:TJK:BB

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Cynthia M. Santos, Chairman Committee on Labor and Industrial Relations

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

***METROPOLITAN WATER RECLAMATION
DISTRICT OF
GREATER CHICAGO***

AGREEMENT WITH

***INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS***

LOCAL UNION NO. 9, AFL-CIO

***(ELECTRICAL INSTRUMENTATION
AND TESTING)***

JULY 1, 2014 - JUNE 30, 2017

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 9
(AFL-CIO)

AGREEMENT WITH

THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

PREFACE

This Agreement, is made and entered into between the Metropolitan Water Reclamation District of Greater Chicago, (hereinafter called the "District") and Local Union No. 9 of the International Brotherhood of Electrical Workers, (hereinafter called "Local Union 9"), who now agree as follows: that both of the parties to this Agreement are desirous of continuing the understanding with respect to the employer-employee relationship which exists between them and of entering into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and they further agree that the attached Schedules A, B, C, D, E and F shall be incorporated into this Agreement.

ARTICLE I - UNION RECOGNITION

SECTION 1.01 UNION RECOGNITION. The District, based upon an historical pattern of representation and recognition, recognizes Local Union 9 as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment, for all full-time employees included in the classifications of Cable Splicer, Electrical Instrument & Testing Mechanic, Electrical Instrument & Testing Mechanic Leadman, Electrical Instrument & Testing Mechanic Foreman, excluding all other employees represented by other labor organizations, employed in other validly recognized bargaining units. Employees who have no permanent Civil Service Status shall have no recourse to the grievance and arbitration procedure in the event of discharge.

SECTION 1.02 TRADITIONAL DUTIES. The District agrees that the duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement.

ARTICLE II - MANAGEMENT AND UNION RIGHTS

SECTION 2.01 MANAGEMENT RIGHTS. Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to

discontinue jobs, the right to make and enforce reasonable work rules subject to the provisions of Article V and regulations governing conduct and safety, and the right to determine the methods, processes and means of operations are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in Local Union 9. Local Union 9 recognizes that the nature of the District's operations require some degree of flexibility in making work assignments to its employees to meet emergencies.

SECTION 2.02 OVERTIME. The District has the right to schedule and assign overtime work, as required, in a manner most advantageous to the District and consistent with the requirements of municipal employment, the public interest, and Article VII of this Agreement.

SECTION 2.03 CONTRACTING AND SUBCONTRACTING. The right of contracting or subcontracting is vested in the District but shall not be used to undermine the Union.

SECTION 2.04 RIGHT TO UNION ACTIVITY AND REPRESENTATION. Non-employee union representatives will be granted access to District premises for the purpose of representing the interests of Union members. The representative shall obtain prior approval from the Head of the facility or his designated representative for such access. Local Union 9's designated Plant Steward will be authorized to handle Union problems on District time.

SECTION 2.05 WORK ASSIGNMENTS. The Master Mechanic shall direct the assignment of employees covered by this Agreement and may direct that one such employee be assigned to a job that may be performed safely by one such employee, notwithstanding past practice. In the event that the Foreman and/or Steward disagrees that such an assignment may be safely performed by a single employee, the matter may be submitted to the grievance procedure including arbitration. There shall be no interruption of work as a result of the initiation of such a grievance.

No employee covered by this Agreement shall be terminated or laid off as a result of implementing this section.

SECTION 2.06 PLANT STEWARDS. The Union shall designate Plant Stewards at each work location and furnish the District with a list of names of the Stewards and the work groups they represent.

The Unions will not designate leadmen and foremen to serve as Plant Stewards.

ARTICLE III - DUES CHECK-OFF AND FAIR SHARE

SECTION 3.01 DUES CHECK-OFF. The District, upon receipt of a proper authorization card, shall deduct union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Financial Secretary of Local Union 9, and shall remit such deductions on a monthly basis to the Financial Secretary of Local Union 9. The Union shall indemnify, defend and hold the District harmless against any and all claims,

demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by Local Union 9 to the District.

SECTION 3.02 FAIR SHARE. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Financial Secretary of Local Union 9, from and after date of employment and shall remit such deduction to the Financial Secretary of Local Union 9, at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and for pursuing matters affecting wages, hours and conditions of employment. The Union's procedure for establishing, explaining, and challenging this fee shall meet all constitutional and other legal requirements.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the first paragraph of Section 3.02.

Nothing in this agreement shall be inconsistent with Section 6(G) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to Local Union 9 shall be done electronically. Local Union 9 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to Local Union 9. Local Union 9 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

ARTICLE IV - WAGE RATES

SECTION 4.01 WAGE RATES FOR THE FOLLOWING:

A. JOB CLASSIFICATION	HOURLY RATE EFFECTIVE <u>6/2/14</u>
Cable Splicer	\$46.10
Electrical Instrument & Testing Mechanic	\$46.10
Electrical Instrument & Testing Mechanic Leadman	\$51.10
Electrical Instrument & Testing Mechanic Foreman	\$55.10

B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective dates of the "direct wage rate" adjustment in the local labor market.

SECTION 4.02 ACTING PAY. If an employee is temporarily assigned to perform the work of a higher rate classification for a period of not less than one hour, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel.

ARTICLE V - WORK RULES

SECTION 5.01 AGREEMENT TAKES PRECEDENCE. It is agreed that the provisions of this Agreement shall supersede the application of existing work rules to employees covered by this Agreement wherever an established work rule conflicts with any provisions of this Agreement.

SECTION 5.02 PROPOSED CHANGES. When the District proposes to initiate changes or additions to its existing work rules, the District shall transmit two copies of the proposed changes to Local Union 9. Local Union 9 will consider the proposals and transmit its views to the District within fourteen calendar days of the receipt of the proposals.

The District will not implement any proposed work rules or work rule change until it receives input from Local Union 9, provided this input is received by the District within fourteen calendar days of Local Union 9's receipt of the District's proposal.

ARTICLE VI - WORK WEEK

SECTION 6.00 ELECTRONIC TIMESHEETS. As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

Employees must clock in and out at their designated Biometric Time Terminal, unless authorized by management to use an alternate terminal or device. Employees must only clock in and out for themselves and are not authorized to clock in or out for any other employee.

Non-shift employees at plant locations must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out, no earlier than 15 minutes before the end of their scheduled workday and no later than 15 minutes after the end of their scheduled workday.

Shift employees must clock in no earlier than 15 minutes prior to the start of their scheduled work shift; and must clock out, no later than 15 minutes after the end of their scheduled work shift, if properly relieved.

Employees failing to clock in or out within the prescribed time limits or failing to use their designated Biometric Time Terminal shall be subject to disciplinary action.

Employees who clock in after the start of their scheduled workday or shift shall be considered late and subject to disciplinary action and will be docked for the time absent according to the following:

<u>Minutes Late</u>	<u>Time Deducted</u>
1 to 15 minutes	0 minutes
16 to 22 minutes	15 minutes
23 to 30 minutes	30 minutes
Etc.	Etc.

Management may approve requests for employees to use their own time to cover the time deducted for being tardy. Employees found to be abusing this privilege will be provided with notice that paid time off will not be allowed to cover future tardiness. Employees may be subject to disciplinary action for additional instances of tardiness.

SECTION 6.01 THE WORK WEEK. The normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. The normal workday shall begin between 7:00 a.m. and 8:00 a.m., and end between 3:30 p.m. and 4:30 p.m. Employees must notify their immediate supervisor not later than one-half hour after their starting time of their inability to report for work, except in emergencies beyond the employee's control which the circumstances at the time can alone determine.

No employee will be allowed to work through lunch without prior approval. Such approval must be requested from the appropriate Leadman and/or Foreman. The Leadman and/or Foreman must obtain approval from the Master Mechanic's Office. Employees returning to the plant before 1:30 p.m. will be required to take their lunch. Employees returning to the plant after 1:30 p.m. will be allowed to leave at 3:00 p.m. with supervisory approval, if no lunch period was taken and working conditions do not dictate otherwise.

SECTION 6.02 NON-SHIFT SCHEDULE. The seven-day period for non-shift employees shall commence at 12:01 each Monday morning and end at 12:00 midnight each Sunday evening.

SECTION 6.03 NON-SHIFT MEAL TIME. Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise.

SECTION 6.04 REPORTING AND DEPARTING WORK. All employees shall report to their work stations in work clothes.

SECTION 6.05 MAINTAIN POSITION. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.

SECTION 6.06 COFFEE BREAK. Employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m. unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.

SECTION 6.07 WASH-UP TIME. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:10 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:10 p.m.

SECTION 6.08 SIGN OUT. No non-shift employee will be allowed to sign out before 3:23 p.m. unless otherwise permitted by his/her immediate supervisor.

ARTICLE VII - OVERTIME

SECTION 7.01 OVERTIME COMPENSATION. Employees shall be compensated at 1-1/2 times the hourly rate in effect for each classification plus 1/2 hour compensatory time for all hours worked in excess of 8 per day or 40 per week.

SECTION 7.02 OVERTIME USED. Employees will be permitted to carry over a maximum of 40 hours of compensatory time into any subsequent quarter. Overtime credit, when used by employees, shall be scheduled with the approval of the immediate supervisor. Whenever possible, the employee will be notified in advance when to use overtime credit.

SECTION 7.03 NO OVERTIME. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. No overtime credit will be allowed for travel time that is an extension of the regular workday which continues after the end of the workday.

SECTION 7.04 TRAVEL TIME. Employees who work overtime which requires an extra trip shall be compensated at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time for each hour worked with a minimum credit of two hours. For employees working unscheduled overtime reasonable travel time will be compensated at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time for each hour traveled.

An employee called in to work overtime after the end of the last regular workday prior to the overtime will be considered as working unscheduled overtime. An employee scheduled to

work overtime prior to the end of the last workday preceding the overtime will be considered working scheduled overtime.

SECTION 7.05 MEALS DURING DOUBLE SHIFT. Employees working double shifts will not be allowed to leave the plant grounds for supper; food delivery services should be used whenever possible.

SECTION 7.06 OVERTIME EQUALIZATION. Overtime is to be distributed equally among the employees within each work group so far as is practical. A list of current overtime totals shall be maintained for each work group to determine overtime distribution and it will be made available to employees upon request.

SECTION 7.07 MILEAGE COMPENSATION. Employees who are requested to report to the Main Office on their day off, shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time for every one hour spent on District business.

SECTION 7.08 Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

SECTION 7.09 TELEPHONE SCHEDULING FROM HOME. Leadmen and Foremen who are directed by the Master Mechanic's office to make phone calls from home for scheduling personnel covered by this Agreement for call-in situations will receive one-half hour of overtime as compensation per incident. The Leadman or Foreman will be required to complete a timesheet to record any time spent scheduling from home, and complete an overtime report. For any time spent scheduling from home that is over one-half hour in duration, the Leadman or Foreman will be required to complete a timesheet and provide documentation demonstrating the additional time spent scheduling by phone.

ARTICLE VIII - HOLIDAYS

SECTION 8.01 HOLIDAY SCHEDULE. Paid Holidays will be granted in accordance with the provisions of Schedule A of the Agreement.

ARTICLE IX - VACATIONS

SECTION 9.01 VACATION SCHEDULE. Paid vacations will be granted in accordance with the provisions of Schedule B of the Agreement.

SECTION 9.02 TIME AND SELECTION OF VACATIONS. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules shall be developed before January 31st of the vacation year. In choosing vacation periods, Electrical Instrument & Testing Mechanic Leadmen and Electrical Instrument & Testing Mechanic Foremen will be considered a single

group separate from the Electrical Instrument & Testing Mechanics in each budgetary section for scheduling purposes. For Foremen and Leadmen, vacations will be scheduled by classification. For Electrical Instrument & Testing Mechanics, vacations will be scheduled by seniority. Only one Foreman or Leadman will be allowed off for vacation in any week in accordance with the Agreement, unless approval is granted from the Master Mechanic's Office. The vacation selections of Foremen and Leadmen will not impact the number of journeymen allowed off for vacation. In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests.

SECTION 9.03 VACATION CARRY OVER. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. Employees may submit a request through their chain of command to carry over a maximum of five days of vacation to the following year. The requests will be considered on an individual basis, and are approved by the Director of Maintenance and Operations. The request to carry over vacation must be for a legitimate reason.

SECTION 9.04 UNUSED VACATION PAY. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.

SECTION 9.05 AUTHORIZED HOLIDAY. When an authorized holiday falls within an employee's vacation period, he/she shall be compensated in time for this day at a later date, with the scheduling of such day approved by the immediate supervisor.

SECTION 9.06 WEEKLY MINIMUM. Normally vacation time should be taken in periods of one week (five working days), at a minimum. After employees have submitted their vacation requests in accordance with the vacation schedules in Section 9.02 and the vacation schedule has been finalized, employees may submit requests to use individual vacation days. Such requests will be considered on an individual basis and approved provided there is enough coverage on the day(s) requested. These requests are subject to approval by the Master Mechanic.

SECTION 9.07 NEW EMPLOYEES. New employees will earn a regular vacation of ten working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten working days in each calendar year during the first five years of service. A new employee may use half the above vacation time (five working days) after six months of District service, providing such employee receives the approval of his/her immediate supervisor.

SECTION 9.08 OTHER EMPLOYMENT CREDIT. Any employee who has rendered service to the City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, the State of Illinois, or the Metropolitan Water Reclamation District Retirement Fund shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be

established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

Employees of the District must have at least one calendar year's employment with the District before being entitled to vacation credit for prior service with the above other specified governments. The year of service with the District must be completed by June 30.

SECTION 9.09 VACATION SICK CREDIT. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.

SECTION 9.10 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

For employees on duty disability, vacation benefits will accumulate, commencing from the date of disability, for a maximum of two, three, four, or five weeks based on the employee's vacation eligibility at the time the employee becomes disabled. Vacation benefits will not accumulate after an employee has been absent on duty disability for more than twelve continuous months. When an employee returns to work after being on duty disability, works for less than one year, then returns to duty disability, the periods of disability shall be combined and considered to be one continuous period of disability. This shall not affect the accumulation of vacation benefits during periods that an employee works.

SECTION 9.11 MAXIMUM NUMBER ON VACATION. The maximum number of journeymen within a budgetary section allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks for Foremen, Leadmen (where applicable) and journeymen to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of journeymen allowed off during the February through November vacation period (31 weeks as defined above), may be allowed vacation during the months of January and December.

ARTICLE X - JURY DUTY

SECTION 10.01 JURY DUTY PAY. Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

ARTICLE XI - BEREAVEMENT PAY

SECTION 11.01 BEREAVEMENT PAY. Leave with pay will be allowed for employees to attend services resulting from a death in the immediate family, not to exceed three working days, including the day of the services. Such leave shall apply to the death of a husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, stepparents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the

employee. Bereavement Leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

ARTICLE XII - SICK LEAVE

SECTION 12.01 SICK LEAVE PAY. Paid Sick leave will be granted in accordance with the provisions of Schedule C of this Agreement.

SECTION 12.02 SICK LEAVE ACCUMULATION. Sick leave will continue to accumulate during the period that the employee is off due to sickness.

SECTION 12.03 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

Sick leave benefits will accumulate while an employee is on duty disability. No employee on duty disability shall accumulate more than 120 workdays of sick leave credit.

SECTION 12.04 REINSTATEMENT. Employees reinstated to the District's service within one year following resignation will be credited with any unused sick leave accumulated during prior service. Employees must have at least one year's service following reinstatement before being entitled to such credit.

SECTION 12.05 VERIFICATION. If an employee has been absent due to sickness, the immediate supervisor may require a Doctor's Certificate to verify illness.

SECTION 12.06 ABUSE OF PRIVILEGE. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

SECTION 12.07 UNUSED SICK LEAVE, and SCHEDULE C, SICK LEAVE

ANNUAL SICK LEAVE PAYOUT

Employees with a District start date prior to November 2, 1994 who are eligible to accumulate sick leave credits, shall receive on or about the first day of December in each year a cash payment of 33-1/3 percent of the unused portion of sick leave credits accumulated by the employee as of November 1 in excess of 120 sick leave days, up to a maximum of five (5) days' pay earned (15 sick leave days) in any one year.

Employees with a District start date prior to November 2, 1994 shall be paid for such percentage of the sick leave accumulation at the rate of pay which the employee was receiving on November 1 of the year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

For employees with a District start date on or after November 2, 1994, there will be no cash payment for any unused accumulated sick leave on an annual basis.

SICK LEAVE PAYOUT AT SEPARATON

When an employee with a District start date prior to November 2, 1994 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 60 days' pay. The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

When an employee with a District start date of November 2, 1994 through December 31, 2011 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance for either the amount of sick leave accumulated through December 31, 2011, or the amount of sick leave the employee has at the time of separation, whichever is lesser, but in no instance shall the amount of accumulated sick leave eligible for payout be greater than 120 days. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation to a maximum of 60 days' pay.

For employees with a District start date of January 1, 2012 or later, upon separation for reasons other than discharge, the employee will receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 15 days' pay. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation.

SECTION 12.08 USE OF SICK TIME FOR FMLA. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

ARTICLE XIII - TERMINATION PAY

SECTION 13.01 TERMINATION PAY. Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall

receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

- One day's pay for each of the first five years of service;
- One and one-half days' pay for each of the next ten years of service;
- Two days' pay for each of the next five years of service.

The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

Employees of the District with a District start date of November 2, 1994 through December 31, 2011 and who have completed five or more years of actual service to the District shall receive, upon final separation from that service for reasons other than discharge, termination pay of a minimum of one day's pay to a maximum of thirty (30) days' pay at the rate the employee was receiving at the time of separation and subject to the additional conditions set forth herein, in accordance with the following schedule:

- One day's pay for each of the first five years of service;
- One and one-half days' pay for each of the next ten years of service;
- Two days' pay for each of the next five years of service.

Employees with a District start date of November 2, 1994 through December 31, 2011 will not be eligible for and will not be paid for any termination pay pursuant to the above schedule for any years of service beyond December 31, 2011.

Employees with a District start date after December 31, 2011, shall not be eligible for termination pay upon separation from District service.

ARTICLE XIV - TRANSFER IN SAME CLASS

SECTION 14.01 TRANSFERS. These procedures will apply to all transfers between work locations.

SECTION 14.02 TRANSFER FORM. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for a Transfer" form.

SECTION 14.03 FORM PROCESS. A request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.

SECTION 14.04 REQUEST AND SENIORITY. Whenever a vacancy is to be filled, the first priority for filling such vacancy will be given to a transfer at the request of a present employee. Such transfers will be made in accordance with seniority, as defined in Article XV, Section 15.01, provided that, in the District's judgment, the employee requesting such transfer is willing, qualified, able, and possesses an acceptable work record.

SECTION 14.05 PROBATIONARY EMPLOYEE. A probationary employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 14.06 PROVISIONAL EMPLOYEE. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 14.07 REQUEST PRIORITY. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.

SECTION 14.08 REQUEST ROSTERS. The Human Resources Department will establish suitable rosters of all requests for transfer into, and out of, each location. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

SECTION 14.09 REQUEST DURATION. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until the request is satisfied or the employee submits a written authorization to withdraw the requests. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is reviewed and entered, and 5.) a copy of the form(s) indicating the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

As soon as practical upon execution of this Agreement, employees will enter a request for transfer or a request to withdraw a transfer through an official electronic format. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been entered into an official electronic format, and 2.) the request(s) is reviewed and approved by the Human Resources Department and notification of the request is sent to the employee and supervisor. If the employee has not received notification within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask

his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

A written authorization to withdraw a transfer request must be entered into the official electronic format and received and processed by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

SECTION 14.10 TRANSFER WAIVER. An employee may waive his/her right to transfer one time to a subsequent transfer for which he/she is eligible.

After one waiver of a requested transfer the employee shall be removed from the roster and will be required to wait thirty days before he/she may put in a new transfer request for the same position.

After an official electronic format for transfers has been implemented and operating for six months, employees will be notified by mail that they have 30 calendar days to review and update their own transfer requests in the electronic format. Thereafter, there will not be any transfer waivers allowed and the most senior employee with a valid transfer request will be transferred.

SECTION 14.11 TRANSFER LIMITATION. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.

SECTION 14.12 TRANSFER IN SAME CLASS. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "(AC)" where the employee's job duties are no longer required will occur.

SECTION 14.13 INVOLUNTARY TRANSFER. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability, who has been continuously Absent Without Leave (AWOL) will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability, or AWOL for three (3) months, or Duty Disability for five (5) months. When an employee has been involuntarily transferred due to a long term duty disability, ordinary disability, or leave of absence, and the position is vacated, when the employee returns to work, the employee will be placed in a position according to past practice as follows:

- Duty Disability: The employee will be returned to the plant location on rotating shift, relief or day position that the employee was in at the time the injury occurred.
- Ordinary Disability: The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time

the employee was approved for Ordinary Disability. However, if the position has been filled, the employee will return to work to the plant and assignment that is vacant at that time.

- Leave of Absence: The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time the employee was approved for the Leave of Absence. However, if that position has been filled, the employee will return to work in accordance with Rule 9.09 of the Personnel Rules for the Classified Service.

If an employee returned to work after three months of ordinary disability, or after three months of a leave of absence and was temporarily placed into a position with a budgetary designation of “108”, the least senior employee in the section with the “108” position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designation “#1”, “#2” or “AC”.

SECTION 14.14 DISCIPLINARY TRANSFER. Employees may be temporarily reassigned pending completion of an investigation by the District as outlined below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

Employees may ultimately be transferred in the best interest of the District and the employee(s) if the District substantiates the allegations and issues disciplinary action short of discharge or disciplinary action short of discharge by the Civil Service Board has been taken in accordance with the following:

- Workplace violence as defined in Administrative Procedure 10.27.0, Rules for Employee Conduct
- Administrative Procedure 10.40.0, Workplace Violence
- Administrative Procedure 10.5.0, Anti-Harassment, Anti-Discrimination, and Anti-Retaliation Policies and Reporting Procedures

In these instances, the District will notify Local Union 9 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

Employees who are transferred in accordance with the above language as a result of their actions based on the allegations, investigation and subsequent discipline shall not be eligible for a voluntary transfer for a period of two years. Such employee shall forfeit their seniority rights for transfer purposes only and be considered first (least senior) for involuntary transfer if such employee is in a section with budgetary designations of “#1,” “#2,” or “AC,” unless it is not in

the District's best interest to do so. Such employee's seniority for transfer purposes will be the date the employee is transferred from their current section following disciplinary action.

Employees who are involuntarily transferred in accordance with the above language and who were not a party to the allegations, investigation or subsequent discipline based on the incident, which resulted in their involuntary transfer may submit a transfer request immediately to return to the location and shift the employee was transferred from and the six month and 30 day restriction will not apply. The involuntarily transferred employee who has submitted a transfer request will be the first employee eligible for such transfer to return to the location and shift the employee was transferred from, if such transfer does not require the waiver of a crosshatch.

Any updates or new Administrative Procedures issued regarding the topics above during the term of this Agreement will be included for the purpose of a temporary reassignment, and/or transfer.

ARTICLE XV - SENIORITY

SECTION 15.01 SENIORITY DEFINITION AND APPLICATION. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. Seniority shall continue while an employee is on leave of absence on account of sickness or injury which is compensable under the Occupational Diseases Act or the Workmen's Compensation Act. An employee returning to service from Ordinary Disability, layoff, or Duty Disability not compensated under the above stated statutes shall retain seniority credit for all prior service in the class.

SECTION 15.02 LAYOFF AND RECALL. When one or more, but less than all employees occupying the positions in a single class are to be laid off or recalled, such employees shall be laid off or recalled according to seniority.

SECTION 15.03 ACTING ASSIGNMENTS. For all acting assignments for Electrical Instrument and Testing Mechanic Foreman and for all acting assignments for Electrical Instrument and Testing Mechanic Leadman of five or more work days, employees in the subordinate class that are regularly assigned to that work location and on an existing eligible list for the acting position shall be considered by classification and then seniority within each classification, provided that, in the District's judgment the employee is willing, able, and possesses an acceptable work record.

For Electrical Instrument and Testing Mechanic Leadman acting assignments for less than five work days, employees in the subordinate class that are currently assigned to the facility where a supervisor is assigned and on an existing eligible list for the acting position, shall be considered by classification and then seniority within each classification, provided that, in the District's judgment the employee is willing, able, and possesses an acceptable work record.

When no current eligible list exists or there are no candidates on the list(s) at a work location or facility, employees in the subordinate class that are regularly assigned to that work location shall be considered by classification and then seniority within each classification, provided that, in the District's judgment the employee is willing, able, and possesses an acceptable work record.

SECTION 15.04 TEMPORARY-PROVISIONAL PROMOTIONS. For temporary-provisional appointments, consideration shall be given to the employee's location, classification, and seniority in that classification.

SECTION 15.05 SENIORITY LIST. A seniority list in all job classifications in this Agreement shall be maintained and a copy including all updates shall be sent to the Business Manager of Local Union 9.

ARTICLE XVI - AUTO AND MEAL ALLOWANCE

SECTION 16.01 AUTO ALLOWANCE. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated at the rate established as District Policy by the Director of Finance/Clerk for all such miles.

SECTION 16.02 AUTO ALLOWANCE FOR ROUND TRIP. Any employee requested by the Plant, Section or Department Head to report to the Main Office or other District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.

SECTION 16.03 MEAL ALLOWANCE. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$8.00 for meal compensation after completing the twelfth consecutive hour of work. Meal time periods shall not exceed one (1) hour in time, when and if conditions permit.

ARTICLE XVII - INSURANCE

SECTION 17.01 HEALTH. Health Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 17.02 DENTAL. Dental Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 17.03 LIFE. Life Insurance will be granted to employees in accordance with the provisions of Schedule D of this Agreement.

ARTICLE XVIII - GRIEVANCE PROCEDURE

SECTION 18.01 GRIEVANCE PROCEDURE. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both. Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I

A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven calendar days of having knowledge of the event which gives rise to the grievance.

In the space provided, the employee will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to his/her immediate supervisor.

B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and Local Union 9 within seven calendar days after receipt of the written complaint.

Step II

A. If the grievance is not settled at the first step, a Local Union 9 representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven calendar days after the date of receipt by the Union of the decision by the immediate supervisor.

B. The Department Head or his/her designated representative will notify the employee in writing with a copy to Local Union 9 of his/her decision on Employee Problems Form Step II within seven calendar days of receipt of the Step II form.

Step III

A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II, to the Director of Human Resources within seven calendar days of receipt by the Union of the Department Head's decision.

B. Within fourteen calendar days of receipt by the Director of Human Resources of the Employee Problems Form Step III, the Director of Human Resources or his/her designee shall

meet with the Union and attempt to resolve said grievance, and the Director of Human Resources or his/her designee shall reply in writing to the Union with a copy to the employee within seven calendar days of said meeting.

C. If a grievance is not settled at the third step, either Local Union 9 or the District may notify each other in writing within ten days of the receipt of the Step III decision, that they request final and binding arbitration.

D. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Local Union 9 shall be considered to have waived the right to pursue the grievance.

E. Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours. Employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration meetings.

SECTION 18.02 FINAL AND BINDING ARBITRATION. Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement, except, however, that the following subject shall not be submitted nor subject to binding arbitration:

1. The elimination or discontinuance of any job where the tasks being performed on the job are no longer necessary, or where the Board of Commissioners through the budget process eliminates or discontinues jobs.

The specific exception noted above is not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and establishing wages, hours and conditions of employment as specifically set forth.

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The Union will forward the remaining three names on the District's list to the Director of Human Resources who will then send a written request to each of the six named Arbitrators and ask him/her to serve on the Roster of Arbitrators. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. Payment of Arbitrator fees and expenses, including the cost of the transcription service, will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration

within 60 days of notice that a grievance is ready for arbitration and submit their decision within 60 days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators, the party which selected the Arbitrator will then contact other Arbitrators on the Roster of Arbitrators' list provided by the other party to obtain their agreement to be on the Roster of Arbitrators so that each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

These Arbitrators will then be listed in alphabetical order on a list retained by both the Director of Human Resources and the Union. As grievances become ready for arbitration, Arbitrators will be contacted in an alphabetical order to obtain an Arbitrator's commitment to arbitrate the respective grievances within the stated time limit.

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days of the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The decision of the Arbitrator shall be final and binding upon Local Union 9, and the District. The authority of the arbitrator shall be limited to the construction and application of the specific terms of this Agreement. He/she shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein.

Upon renewal of the Agreement, each party has the right to remove three Arbitrators from the Roster of Arbitrators and replace them with other Arbitrators selected from the ranks of the National Academy of Arbitrators, in accordance with the procedures given in this Section of the Agreement. Arbitrators will continue to be listed on the Roster of Arbitrators until removed in this manner.

ARTICLE XIX - NO STRIKE - NO LOCKOUT

SECTION 19.01 NO STRIKE - NO LOCKOUT. During the term of this Agreement, neither the Union nor its agents nor any employee covered by this Agreement for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

SECTION 19.02 EMPLOYEE-UNION REPRESENTATIVES DUTIES. Local Union 9 agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees in violation of Section 19.01 to return to work.

SECTION 19.03 VIOLATION. The District may discharge or discipline any employee who violates Section 19.01 and any employee who fails to carry out his/her responsibilities under Section 19.02, and Local Union 9 will not resort to the Grievance Procedure on such employee's behalf.

SECTION 19.04 UNION ACTION IN EVENT OF A STRIKE. Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, Local Union 9, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

A. Advise the District in writing that the strike or stoppage has not been called or sanctioned by Local Union 9. Failure on the part of Local Union 9 to immediately denounce the strike, work stoppage, slowdown or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.

B. Provide copies of the following notice on Local Union 9's letterhead to be posted on bulletin boards in the Plant and other District facilities: "We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by Local Union 9, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."

SECTION 19.05 JUDICIAL RELIEF AND OTHER REMEDIES. Nothing contained herein shall preclude the District or Local Union 9 from obtaining judicial relief or other legal remedies in the event of a violation of this Article.

ARTICLE XX - SEPARABILITY AND NOTICE

SECTION 20.01 AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT. If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved.

SECTION 20.02 NOTICES. All notices required under this Agreement shall be in writing and sent by Local Union 9 to the District in triplicate to the following:

- A. Executive Director
- B. Director of Human Resources
- C. Labor Negotiator

Notices sent by the District shall be mailed to the Business Manager of the International Brotherhood of Electrical Workers, Local Union 9, AFL-CIO. The District will notify Local Union 9, when any employees are hired or terminated in the classifications covered under this Agreement.

ARTICLE XXI - AMENDMENTS AND ENTIRE AGREEMENT

SECTION 21.01 ENTIRE AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Local Union 9, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and for the duration of this Agreement the District shall not reduce or eliminate any fringe benefit or working rule contained in this Agreement.

SECTION 21.02 AMENDMENTS. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.

ARTICLE XXII - NON-DISCRIMINATION

SECTION 22.01 NON-DISCRIMINATION. Neither the District nor Local Union 9 will discriminate against any employee in the bargaining unit with regard to wages, hours or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin in violation of any Federal or Illinois law. Allegations of discrimination shall not be pursued through the grievance procedure but shall be submitted to the appropriate State or Federal Agency.

ARTICLE XXIII - MISCELLANEOUS

SECTION 23.01 SAFETY EXPENSE. The District will reimburse employees for safety boots and safety glasses at a rate and method to be determined by the Risk Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of

\$50.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$64.00.

Effective January 1, 2015, the rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half the cost per pair up to a maximum of \$100.

SECTION 23.02 TUITION REIMBURSEMENT. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0, Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

A minimum grade of "C" will be required for reimbursement. For courses taken on a Pass/Fail basis, a "Pass" will be required. Employees that voluntarily separate from District service will be required to repay tuition reimbursement to the District as follows: 100% repayment for reimbursements made to the employee received within one (1) year of leaving District employment, 75% repayment for reimbursements made between one (1) year to two (2) years of leaving District employment and 50% repayment for reimbursement made to the employee received between two (2) and three (3) years of leaving District employment.

Effective January 1, 2013, all employees shall be reimbursed for approved courses, at the rate of 75% of the tuition cost to a maximum reimbursement of \$10,000 per employee per calendar year in which the reimbursements were paid.

Any revisions to Administrative Procedure 10.4.0, Tuition Reimbursement Program for Non-Represented Employees during the term of this Agreement will be included for the purpose of determining tuition reimbursement eligibility.

SECTION 23.03 WARNING NOTICES. Warning notices shall not be considered part of an employee's personnel record after one year, provided the employee does not receive any other disciplinary action(s) during that one year period and files a written request with the Human Resources Department to have the written warning removed from his/her personnel file.

SECTION 23.04 VOTING TIMES. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.

SECTION 23.05 UNION LEAVE. The District will grant a request for a leave of absence for one employee for the purpose of service as Representative or Officer with the International, State, District Council, or Local Organization of the Union for the duration of his/her appointment to the Union, provided the employee submits a request for an extended leave of absence, and renews such request annually as required by the District's Personnel Rules. While on such leave, the employee will retain their accumulated seniority, but will not accumulate additional seniority while on leave. Employees on leave for union service will not be eligible for District benefits during such leave.

Upon return from a union leave of absence, the employee will have his/her prior seniority and other benefits reinstated.

SECTION 23.06 DISCRETIONARY TIME OFF. Employees will be granted a maximum of three days, either sick leave, vacation or compensatory time, which normally must be used in units of not less than one day. The use of discretionary time does not interfere with the employee's right and/or ability to request and schedule vacation or compensatory time in accordance with the collective bargaining agreement. With supervisory approval, employees may take discretionary time off in less than one-day units. Whenever possible, such discretionary time off shall be scheduled with the prior approval of the supervisor. Discretionary time off shall not be carried over from one calendar year to the next. Prior approval for discretionary time off must be obtained for discretionary time off to be used on a holiday, the day preceding a holiday, vacation, or holiday used day, and/or the day following a holiday, vacation or holiday used day.

SECTION 23.07 CHANGES TO PERFORMANCE RATINGS. Employees may request to have a union representative present at a meeting where it is being explained to the employee why his/her performance rating was changed by a supervisor above the level of the Rater (immediate supervisor). It is the employee's responsibility to request the presence of a union representative.

SECTION 23.08 ELECTRONIC DEPOSIT OF PAYROLL CHECKS. All employees will be required to participate in the electronic deposit of their payroll check into an account that the employee specifies.

SECTION 23.09 FACILITY CLOSURES. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following will apply:

1. Full Day District Designated Facility Closure
 - a) Non-shift employees who are instructed not to report for work shall receive payroll code 0017 – Employee Benefit for the workday.
 - b) Non-shift employees who are not working due to a prescheduled paid day off will have their time sheet adjusted to reflect payroll code 0017 – Employee Benefit for the workday if work is not available to them due to their work location being closed.

- c) Non-shift employees who are directed to report to work when their work location is closed shall be compensated at 1-1/2 times their hourly rate plus 1/2 hour compensatory time for all hours worked. Such employees will be coded 0017 – Employee Benefit for any regularly scheduled hours not worked during their scheduled workday.
- d) Shift employees who are scheduled to report to work and who are not able to report to work, or who are already off work on a prescheduled paid day off, will be allowed to use their own discretionary time to cover their absence.
- e) Shift employees who are scheduled to report to work and report for work shall receive their regular compensation in addition to payroll code 0026 – Holiday Earned for the number of hours worked equal to the paid time off received by non-shift employees in the bargaining unit at their assigned work location, up to a maximum of eight (8) hours holiday earned credit.
- f) Shift employees who are on a regular day off (payroll code 0048) or on a prescheduled paid day off and who are called in and report for work shall be compensated at 1-1/2 times their hourly rate plus 1/2 hour compensatory time for all hours worked. Such employees shall also receive payroll code 0026 – Holiday Earned for all hours worked up to a maximum of eight (8) hours holiday earned credit.
- g) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.

2. Partial Day District Designated Facility Closure

- a) Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017 – Employee Benefit for the remaining hours of their workday.
- b) Non-shift employees who are off work on a pre-scheduled day off or who are not at work at the time when non-shift employees at their assigned location are released early are not eligible to receive payroll code 0017 – Employee Benefit.
- c) Non-shift employees who are required to work for the remainder of their workday after the District has released other employees for early dismissal at their assigned work location shall be compensated at 1-1/2 times their hourly rate plus 1/2 hour compensatory time for all hours worked for the remainder of their regular workday.
- d) Shift employees who are directed to remain at work for the remainder of their shift after the District has released non-shift employees at their assigned location shall receive their regular compensation in addition to being credited

with the number of Holiday Earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.

- e) Shift employees working their entire shift on that workday shall be credited with the number of Holiday Earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- f) Shift employees working a double shift shall not receive more than 8 hours of holiday earned credit.

SECTION 23.10 MILITARY LEAVE. The District will grant military leave in accordance with Illinois State and Federal laws.

SECTION 23.11 ARC-FLASH PROTECTIVE CLOTHING ALLOWANCE. Employees designated by the District are required to wear flame-retardant arc-rated clothing at all times while working unless otherwise directed by an immediate supervisor. Such clothing shall consist of, at a minimum, flame-retardant arc-rated long-sleeve shirt and pants. All such clothing must meet the standards for hazard/risk category 2 (rating of at least 8 cal/cm²). At any time, the District may verify that employees are properly attired in required arc-rated protective clothing. Sufficient arc-rated protective clothing shall be kept at work as necessary for work assignments.

The District will reimburse new employees for the purchase of five (5) pairs of pants and five (5) shirts of category 2 arc-rated clothing immediately upon hire. The employee must complete a reimbursement form, present a receipt for the purchases, and have the reimbursement approved by the appropriate member of District management. Effective January 1 of the year following the commencement of employment (and for all current employees who have worked more than one year), each employee will be entitled to reimbursement for up to a total of five (5) replacement garments (pants and/or shirts) of arc-rated protective clothing. Prior approval is required for replacement purchases. Unused reimbursement entitlements do not roll over from year to year. The District may, at its discretion, provide a list of suppliers from which purchases shall be made.

Flame-retardant arc-flash clothing must be maintained in good condition. Clothing that is torn, damaged, soiled or otherwise deemed inappropriate by the District to provide the necessary protection shall not be worn. Employees are responsible for laundering and care of their own protective clothing, and are required to follow correct laundering and care procedures to ensure the continuing effectiveness of the clothing.

An employee who is separated from District service during his/her probationary period will be required to reimburse the District for one-half the cost of such protective clothing purchased by the District.

The District will provide other arc-rated protective clothing and gear as appropriate.

SECTION 23.12 LABOR MANAGEMENT COMMITTEE ON THE RETURN TO WORK PROGRAM. The District and the unions representing District employees shall establish

a “Labor Management Committee on the Return to Work Program.” The Committee shall consist of staff from the District’s Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor and enhance the performance of the District’s current Return to Work Program which includes:

- Computer based educational coursework and other educational training activities,
- Modified duty tasks within the employee’s traditional or historical union jurisdiction.

The Committee will also discuss ways to improve the program on an ongoing basis, including but not limited to such items as:

- Developing accident prevention strategies,
- Identifying work assignments outside traditional jurisdictions,
- Identifying appropriate training and safety awareness programs, and
- Other issues that may arise during the implementation and administration of this program.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Committee to identify specific training opportunities and other solutions to improve the program.

The Committee is advisory only. It is intended to promote collaboration and discussion over the effectiveness of the Return to Work Program. It in no way diminishes the rights contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the program.

SECTION 23.13 LABOR MANAGEMENT COMMITTEE ON MAINTENANCE EFFICIENCY. The purpose of the Labor Management Committee on Maintenance Efficiency is to increase the relevance of the bargaining units through collaborative discussions between the District and the unions. The Unions agree to create a Labor Management Committee on Maintenance Efficiency, and commit themselves to the fullest cooperation in discussing and developing methods to improve maintenance efficiencies at the District. The Committee will meet quarterly, or more frequently by the mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District.

ARTICLE XXIV - DURATION OF AGREEMENT

SECTION 24.01 TERM. This Agreement shall become effective on July 1, 2014, and shall continue in full force and effect through June 30, 2017, and from year to year thereafter unless at least 60 days prior to June 30, 2017 or at least 60 days prior to June 30th of any year thereafter notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on June 30 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.

SECTION 24.02 MEDIATION AND FACT FINDING. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit the dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

This Agreement and its Schedules are made in duplicate, and each copy is an original copy.

Executed at Chicago, Illinois, this _____ day of _____, 2014.

For the International Brotherhood of Electrical Workers, Local No. 9, AFL-CIO

Robert W. Pierson
Business Manager

For the Metropolitan Water Reclamation District of Greater Chicago

Ted J. Kosowski
Labor Negotiator

Approved as to Form and Legality

Lisa A. Goldberg
Head Assistant Attorney

Ronald M. Hill
General Counsel

Jacqueline Torres
Clerk/Director of Finance

David St. Pierre
Executive Director

Mariyana T. Spyropoulos, Chairman
Committee on Finance

Cynthia M. Santos, Chairman
Committee on Labor and
Industrial Relations

APPROVED:

Kathleen Therese Meany, President
Board of Commissioners

(PART AND PARCEL OF AGREEMENT effective July 1, 2014.)

SCHEDULE A

HOLIDAYS

1. Time off with pay shall be granted to full-time employees on the following holidays:

New Year's Day
 Martin Luther King Day
 Lincoln's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day
 Three (3) Optional Holidays

A holiday is one which is recognized regardless of the day of the week on which it falls. A holiday falling on a Saturday will be observed on the preceding Friday; one which falls on a Sunday will be observed on the following Monday.

Employees hired after June 30th in any calendar year will receive their third Optional Holiday the following January 1st. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor and must be used each year by December 31st. Under no circumstances will an employee be allowed to carry any optional holidays over into the following calendar year.

An employee not scheduled to work on a holiday is eligible for holiday pay, in accordance with the Agreement, provided the employee works or has an excused absence on the last regular scheduled workday preceding and first scheduled workday following the holiday. An excused absence is considered time-off-with-pay, but does not include ordinary or duty disability, FMLA absences without pay, or other leaves of absence without pay. Employees reinstated from ordinary or duty disability on the holiday will be eligible for holiday pay.

2. Any day declared by the Board of Commissioners to be a holiday not listed in Schedule A shall automatically be considered a holiday under this Agreement.

ADDITIONAL HOLIDAY

Employees will be given the choice of one additional holiday during the holiday season based on the following choices:

For 2014, the additional holiday options are:

Wednesday, November 26, 2014, or Friday, November 28, 2014, or Wednesday, December 24, 2014, or Friday, December 26, 2014, or Wednesday, December 31, 2014, or Friday, January 2, 2015.

For 2015, the additional holiday options are:

Wednesday, November 25, 2015, or Friday, November 27, 2015, or Thursday, December 24, 2015, or Monday, December 28, 2015, or Thursday, December 31, 2015, or Monday, January 4, 2016.

For 2016, the additional holiday options are:

Wednesday, November 23, 2016, or Friday, November 25, 2016, or Friday, December 23, 2016, or Tuesday, December 27, 2016, or Friday, December 30, 2016, or Tuesday, January 3, 2017.

The proper time sheet coding for regular day (non-shift) employees to use for this additional holiday is Code 0030, Holiday.

SCHEDULE B

VACATIONS

All full-time employees shall be entitled to the following weeks of vacation:

First five (5) years of service - ten (10) working days

Next ten (10) years of service - fifteen (15) working days

Next ten (10) years of service - twenty (20) working days

After twenty-five (25) years of service - twenty-five (25) working days

Employees must have completed five (5), fifteen (15), or twenty-five (25) years of service with the District before June 30 in order to qualify for the three (3), four (4), or five (5) week vacation respectively, within that calendar year. If the service anniversary date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

SCHEDULE C

SICK LEAVE

Employees shall be credited with eight days of sick leave in 2008. Effective January 1, 2009, employees will be credited with twelve days of sick leave. There is no maximum accumulated sick leave balance. No employee will be eligible for sick leave with pay until the first month of employment is completed. New employees starting after January 1 in any given year, will accumulate sick leave credit at the rate established below and shall receive on the following January 1 the full sick leave credit due for that year. For new employees starting after January 1, 2008, sick leave credit shall commence after the first month of employment and accumulate at the rate of 5.25 hours for each month of service until the following January. Sick leave accumulation for new employees will be at the rate of 8 hours per month effective January 1, 2009.

SCHEDULE D

INSURANCE

1. HEALTH INSURANCE. The District shall provide health insurance coverage to the employee or dependents either single, employee plus one dependent, or family plan as appropriate to regular full-time employees. Health Insurance coverage also includes domestic partners in accordance with Administrative Procedure 10.3.0, and civil union partners in accordance with Administrative Procedure 10.43.0. Domestic partner or civil union partner eligibility may be redefined in any updated or new Administrative Procedure. Employee contributions will be based on a percentage of the actual claims cost for single, employee plus one dependent, or family coverage, and deducted 24 pay periods per year.

Effective July 1, 2014, costs for employees in the health maintenance organization (HMO) program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the HMO will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2015.

Effective July 1, 2016, costs for employees in the HMO program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2016.

Effective July 1, 2014, costs for employees in the comprehensive major medical program (PPO) will be based on fourteen percent (14%) of the actual cost for that program for the twelve-month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the PPO will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2015.

Effective July 1, 2016, costs for employees in the PPO program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2016.

The pre-tax employee contributions effective July 1, 2014, for each of the 24 pay periods shall be as follows:

	<u>Single</u>	<u>Employee + 1</u>	<u>Family</u>
HMO	\$26.45	\$52.90	\$92.57
PPO	\$41.24	\$82.48	\$144.34

The Union will cooperate with the District in developing programs to contain the cost of health care.

Prior to July 1, of each calendar year all employees will have the option of selecting HMO or PPO coverage.

A. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the District. All benefits are subject to the provisions of the policies between the District and the insurance company but will not be diminished during the term of this Agreement.

PPO

The penalty for failure to call for preadmission approval prior to an inpatient hospital stay under the PPO is \$350.00.

For employees in the PPO, effective July 1, 2014 the following will apply:

- The annual deductible will be \$300.00 per individual, the annual deductible for Employee + 1 will be \$600.00 and the maximum annual deductible per family will be \$900.00.
- Coinsurance will be 85% of eligible charges after the annual deductible has been met.
- A \$100.00 co-payment for the emergency room per visit will be required. The co-payment is waived if the patient is admitted from the emergency room.
- A Prescription Drug Step Therapy and Prior Authorization program will be utilized.
- The annual out-of-pocket expense limit is \$1,500.00 per individual, \$3,000.00 for Employee + 1 and a maximum of \$4,000.00 per family for in-network providers. The annual out-of-pocket expense limit is \$3,000.00 per individual, \$6,000.00 for

Employee + 1 and a maximum of \$9,000.00 per family for out-of-network providers.

- Coverage for outpatient surgery will be as follows:

In-network (PPO)	85%
Out-of-network	70% of Usual and Customary

For employees in the PPO, effective January 1, 2016 the following change will apply:

- The annual deductible will increase from \$300.00 to \$350.00 per individual, the annual deductible for Employee + 1 will increase from \$600.00 to \$700.00 and the maximum annual deductible per family will increase from \$900.00 to \$1,050.00.

The District offers a Wellness Benefit, including Preventative Care Services to all employees and eligible dependents enrolled in the Blue Cross Blue Shield Participating Provider Organization (PPO).

This benefit will encourage employees and eligible dependents to seek the preventative care and diagnostic services identified below with the goal of providing for the early diagnosis of illness which can be beneficial in controlling long term health care costs.

Wellness Benefit

- Routine Lab Work
- Routine X-rays
- Hearing Screenings
- Routine Sleep Study
- Routine EKG
- Routine Ovarian Cancer Lab/X-ray
- Routine Colorectal Lab/X-ray

The Wellness Benefit will be covered at 100% of the eligible charge and the annual deductible will not apply. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

Preventative Care Services

- Annual Routine Pap Smear
- Mammogram
- PSA and DRE
- Routine Physical Checkups (Adults)
- Routine Pediatric Checkups, Well Baby Care & Pre-school exams
- Immunizations
- Routine Bone Density Test

- Smoking Cessation Services
- Healthy Diet Counseling

The listed preventative care services including related office visits and physician fees, will be covered at 100% of the eligible charge. The annual deductible will not apply to the preventative care services. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

HMO

For employees in the HMO, effective July 1, 2014 the following will apply:

- A \$20.00 co-payment for office visits will be required.
- The annual out-of-pocket expense limit is \$1,500.00 per individual and a maximum of \$3,000.00 per family.
- A \$50.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

For employees in the HMO, effective January 1, 2015 the following change will apply:

- The co-payment for the emergency room will increase from \$50 to \$100. The co-payment will continue to be waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

Employees who are covered under either the PPO or HMO plan will receive prescription drug coverage according to the following schedule effective July 1, 2014:

Retail Card

Based on a 30-day supply.

	<u>Co-payment</u>
Generic	\$ 9.00
Formulary	\$25.00
Non-Formulary	\$45.00

Mail Order

Employees may obtain up to a 90-day supply of maintenance drugs. Employees are strongly encouraged to use mail order for maintenance drugs.

	<u>Co-payment</u>
Generic	\$18.00
Formulary	\$50.00
Non-Formulary	\$90.00

The formularies are determined by the pharmacy benefits manager and the mail order provider, and are not subject to notice of changes or approval of such changes by the District.

For employees with prescription drug coverage, effective January 1, 2015, the following will apply:

- A fourth tier of drugs will be added to the retail benefit schedule for specialty medications. The “Specialty” tier will have a co-payment of \$100.00.
- The annual out-of-pocket expense limit for prescription drugs is \$1,000.00 per individual, \$2,000.00 for Employee + 1 and a maximum of \$2,700.00 per family.

B. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Local Union No. 9.

C. Employees will have the choice of the comprehensive major medical program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.

D. Where both husband and wife are employed by the District, the choices for health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.

E. During the term of this Agreement if some form of federally mandated health reform is instituted which has a mandated impact on the health care program provided in this Agreement, the District or the Union may reopen the Agreement for health insurance only by written notice to the other party within sixty (60) days of the effective date of such legislation.

F. Employees will be covered by a vision plan. Coverage will be determined by the employee's coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this Agreement, the benefits from this plan will include the following:

Eye Examination	Once every 12 months
Frames	Once every 24 months
Standard Plastic Lenses	Once every 12 months
or	
Contact Lenses	Once every 12 months

The benefits provided and co-payments for in-network and out-of-network services are as defined by the vision plan provider, and will not be diminished during the term of this Agreement provided the same services are available in the marketplace.

2. LIFE INSURANCE

A. The District shall provide each full-time employee covered by this Agreement with a paid \$20,000 group-term life policy.

B. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. DENTAL INSURANCE

A. Employee contributions will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending March 31st of each year.

B. The District retains the right to select an insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.

4. LABOR MANAGEMENT COMMITTEE ON HEALTH CARE

The District and the unions representing District employees shall establish a "Labor Management Committee on Health Care." The Committee shall consist of staff from the District's Labor and Employee Relations Section, the Compensation and Benefits Section, including the District's Compensation and Benefits Manager or his/her designee, the Risk Manager, and other District Representatives designated by the Labor Negotiator and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor the performance of the District's health care plan and to discuss ways to improve plan operation and administration on an ongoing basis, including but not limited to such items as:

- alternative funding options,
- the prescription drug plan and the mail order program,
- the methodology of computing employee contributions,

- revisions to the list of providers participating in the hospital PPO.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Labor Management Committee on Health Care (Committee) to identify specific health care cost management opportunities. If the Committee mutually determines that certain cost management options are worthy of serious consideration, the District's staff may so advise the Executive Director. The Executive Director will determine if the recommended cost management options should be presented to the District's Board of Commissioners. If any item is recommended by the Committee and presented to the Executive Director for consideration and such item is not presented to the District's Board of Commissioners, the Executive Director shall provide a written response to the Committee as to the reason(s) for not presenting such recommendation to the Board of Commissioners. The District's Board of Commissioners must approve any recommended cost management option prior to implementation.

The Committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the plan.

SCHEDULE E

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. This policy will be implemented when comparable policies apply to all District employees.

B. Voluntary Treatment

The District and the Union strongly encourage employees to voluntarily make use of the Employee Assistance Program (EAP) for any alcohol, drug, or substance abuse problem. Employees may initiate counseling, referral and aftercare on a voluntary basis prior to a violation of this Drug and Alcohol Testing Policy. An employee will not be subject to disciplinary action for voluntarily seeking the assistance of the EAP for an alcohol, drug, or substance abuse problem(s). Enrollment in an EAP following a violation of this policy may not preclude discipline.

C. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.

1. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
2. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.
3. Employees must sign a consent form prior to testing. Failure to sign the consent form or to comply with testing, although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge.
4. Urine samples will be analyzed by a laboratory selected by the District and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
5. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be considered as a positive drug test, and a violation of this policy. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file.
6. At the time the urine sample is collected, the employee may request a split sample to be analyzed by an independent laboratory certified by SAMHSA. The independent laboratory must also maintain strict chain-of-custody procedures. The split sample testing requested by the employee will be at the employee's expense and subject to the same standards as the laboratory selected by the District.
7. Employees directed to take a breathalyzer alcohol test will also be required to complete a consent form prior to testing. Failure to complete the consent form or to comply with testing, although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge. Employees with a blood-alcohol content of .05 or greater will be considered in violation of this policy.

D. Action to be Taken for Employees in Violation of this Policy

Employees found to be under the influence of alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

Employees found to be in violation of this policy may be required to enter into a Stipulation of Facts and an Agreement with the District and the Civil Service Board as a condition of continued employment. That Agreement may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Agreement, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE F

FLEXIBLE SPENDING ACCOUNTS

Employees may voluntarily participate in establishing pre-tax flexible spending accounts for medical, dependent care, and/or transportation in accordance with federal Internal Revenue Code guidelines.

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are irrevocable for a one-year-period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan year is from July 1st through June 30th. Employees may carry over up to a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (June 30th). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

The effective date of each new plan year is July 1st. Employees may set aside an amount up to the maximum recommended by the District and approved by the Board of Commissioners for the medical spending accounts. Elections for dependent care spending accounts may be made up to the maximum amount allowed by the federal Internal Revenue Code.

Transportation Accounts (Mass Transit and Parking)

Initial participation or changes to the transportation accounts elections, both transit and parking, may be made at any time.

Transit and/or parking elections or changes become effective the first pay period following the election or change.

The minimum and maximum amounts will be administered in accordance with the federal Internal Revenue Code and related policies established by the District's Board of Commissioners.

Reimbursements for eligible expenses from the flexible spending accounts will be administered by a third party selected by the District. Disputes with the third party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1371, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. David St. Pierre, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Electrical Operations (AFL-CIO)

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9 (Electrical Operations), have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Chief Electrical Operator, Electrical Operator I, Electrical Operator II, Chief Powerhouse Dispatcher I, Powerhouse Dispatcher, Systems Dispatcher, Powerhouse Mechanic Leadman, Powerhouse Mechanic and Telecommunications Specialist. The District has been advised that this Agreement has been approved by Local Union No. 9.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2014 through June 30, 2017.

It is recommended that the Board of Commissioners approve the Agreement between the District and the International Brotherhood of Electrical Workers, Local Union No. 9 (Electrical Operations).

It is requested that the President, the Chairman of the Committee on Finance, the Chairman of the Committee on Labor and Industrial Relations, the Executive Director, the Clerk/Director of Finance and the Labor Negotiator be authorized and directed to execute said agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Typographical errors in this Agreement, not resulting in substantive changes to the contract language, may be corrected following approval by the Board of Commissioners.

Requested, Denice E. Korcal, Director of Human Resources, DEK:TJK:BB

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Cynthia M. Santos, Chairman Committee on Labor and Industrial Relations

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

***METROPOLITAN
WATER RECLAMATION DISTRICT
OF GREATER CHICAGO***

AGREEMENT WITH

***INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
LOCAL UNION NO. 9, AFL-CIO***

(ELECTRICAL OPERATIONS)

JULY 1, 2014 - JUNE 30, 2017

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 9
(AFL-CIO)

AGREEMENT WITH

THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

PREFACE

This Agreement, is made and entered into between the Metropolitan Water Reclamation District of Greater Chicago, (hereinafter called the "District") and Local Union No. 9 of the International Brotherhood of Electrical Workers, (hereinafter called "Local Union 9"), who now agree as follows: that both of the parties to this Agreement are desirous of continuing the understanding with respect to the employer-employee relationship which exists between them and of entering into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and they further agree that the attached Schedules A, B, C, D, E, and F shall be incorporated into this Agreement.

ARTICLE I - UNION RECOGNITION

SECTION 1.01 UNION RECOGNITION. The District, based upon an historical pattern of representation and recognition, recognizes Local Union 9 as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment, for all full-time employees included in the classifications of Chief Electrical Operator, Electrical Operator I, Electrical Operator II, Chief Power House Dispatcher I, Power House Dispatcher, Systems Dispatcher, Power House Mechanic Leadman, Power House Mechanic, Dynamo Tender, Utility Man and Telecommunications Specialist classes, excluding all other employees represented by other labor organizations, employed in other validly recognized bargaining units. Employees who have no permanent Civil Service Status shall have no recourse to the grievance and arbitration procedure in the event of discharge.

SECTION 1.02 TRADITIONAL DUTIES. The District agrees that the duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement.

ARTICLE II - MANAGEMENT AND UNION RIGHTS

SECTION 2.01 MANAGEMENT RIGHTS. Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide

employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules subject to the provisions of Article V and regulations governing conduct and safety, and the right to determine the methods, processes and means of operations are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in Local Union 9. Local Union 9 recognizes that the nature of the District's operations require some degree of flexibility in making work assignments to its employees to meet emergencies.

SECTION 2.02 OVERTIME. The District has the right to schedule and assign overtime work, as required, in a manner most advantageous to the District and consistent with the requirements of municipal employment, the public interest, and Article VII of this Agreement.

SECTION 2.03 CONTRACTING AND SUBCONTRACTING. The right of contracting or subcontracting is vested in the District but shall not be used to undermine the Union.

SECTION 2.04 RIGHT TO UNION ACTIVITY AND REPRESENTATION. Non-employee union representatives will be granted access to District premises for the purpose of representing the interests of Union members. The representative shall obtain prior approval from the Head of the facility or his designated representative for such access. Local Union 9's designated Plant Steward will be authorized to handle Union problems on District time.

SECTION 2.05 PLANT STEWARDS. The Union shall designate Plant Stewards at each work location and furnish the District with a list of names of the Stewards and the work groups they represent.

The Unions will not designate employees in the following classifications to serve as Plant Stewards: Chief Power House Dispatcher I, Power House Dispatcher, Powerhouse Mechanic Leadman, or Chief Electrical Operator.

ARTICLE III - DUES CHECK-OFF AND FAIR SHARE

SECTION 3.01 DUES CHECK-OFF. The District, upon receipt of a proper authorization card, shall deduct union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Financial Secretary of Local Union 9, and shall remit such deductions on a monthly basis to the Financial Secretary of Local Union 9. The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by Local Union 9 to the District.

SECTION 3.02 FAIR SHARE. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Financial Secretary of Local Union 9, from and after date of employment and shall remit such deduction to the Financial Secretary of Local Union 9, at the same time that the dues check-off is remitted. It is

understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and for pursuing matters affecting wages, hours and conditions of employment. The Union's procedure for establishing, explaining, and challenging this fee shall meet all constitutional and other legal requirements.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the first paragraph of Section 3.02.

Nothing in this agreement shall be inconsistent with Section 6(G) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a church or other religious body of which such employees are members.

SECTION 3.03 REMITTANCE OF UNION DUES AND FAIR SHARE. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to Local Union 9 shall be done electronically. Local Union 9 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to Local Union 9. Local Union 9 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

ARTICLE IV - WAGE RATES

SECTION 4.01 WAGE RATES FOR THE FOLLOWING:

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE EFEC. 7/1/14</u>	<u>HOURLY RATE EFEC. 7/1/15</u>	<u>HOURLY RATE EFEC. 7/1/16</u>
Chief Power House Dispatcher I	\$54.29	\$55.92	\$57.60
Power House Dispatcher	49.28	50.76	52.28
Systems Dispatcher	52.07	53.63	55.24
Power House Mechanic Leadman	58.62	60.38	62.19
Power House Mechanic	49.28	50.76	52.28
Chief Electrical Operator	51.72	53.27	54.87
Electrical Operator I	42.46	43.73	45.04
Electrical Operator II	44.57	45.91	47.29
Dynamo Tender	40.43	41.64	42.89
Utility Man	39.94	41.14	42.37
Telecommunications Specialist	41.46	42.70	43.98

SECTION 4.02 ACTING PAY. If an employee is temporarily assigned to perform the work of a higher rate classification for a period of not less than one hour, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel.

SECTION 4.03 TASK DIFFERENTIAL. Effective November 1, 1995, an Electrical Operator II assigned to the Lockport Controlling Works due to operational needs will receive a \$1.00 per hour task differential for hours worked in that assignment.

ARTICLE V - WORK RULES

SECTION 5.01 AGREEMENT TAKES PRECEDENCE. It is agreed that the provisions of this Agreement shall supersede the application of existing work rules to employees covered by this Agreement wherever an established work rule conflicts with any provisions of this Agreement.

SECTION 5.02 PROPOSED CHANGES. When the District proposes to initiate changes or additions to its existing work rules, the District shall transmit two copies of the proposed changes to Local Union 9. Local Union 9 will consider the proposals and transmit its views to the District within fourteen calendar days of the receipt of the proposals.

The District will not implement any proposed work rules or work rule change until it receives input from Local Union 9, provided this input is received by the District within fourteen calendar days of Local Union 9's receipt of the District's proposal.

ARTICLE VI - WORK WEEK

The District and the Union recognize that historically there have been some exceptions to the hours of work specified in this section. For the term of this Agreement, such historical exceptions shall continue. Any other variations of the hours of work specified in the Agreement must be mutually agreed upon by the District and the Union.

SECTION 6.00 ELECTRONIC TIMESHEETS. As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

Employees must clock in and out at their designated Biometric Time Terminal, unless authorized by management to use an alternate terminal or device. Employees must only clock in and out for themselves and are not authorized to clock in or out for any other employee.

Non-shift employees at plant locations must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out, no earlier than 15 minutes before the end of their scheduled workday and no later than 15 minutes after the end of their scheduled workday.

Shift employees must clock in no earlier than 15 minutes prior to the start of their scheduled work shift; and must clock out, no later than 15 minutes after the end of their scheduled work shift, if properly relieved.

Employees failing to clock in or out within the prescribed time limits or failing to use their designated Biometric Time Terminal shall be subject to disciplinary action.

Employees who clock in after the start of their scheduled workday or shift shall be considered late and subject to disciplinary action and will be docked for the time absent according to the following:

<u>Minutes Late</u>	<u>Time Deducted</u>
1 to 15 minutes	0 minutes
16 to 22 minutes	15 minutes
23 to 30 minutes	30 minutes
Etc.	Etc.

Management may approve requests for employees to use their own time to cover the time deducted for being tardy. Employees found to be abusing this privilege will be provided with notice that paid time off will not be allowed to cover future tardiness. Employees may be subject to disciplinary action for additional instances of tardiness.

SECTION 6.01 THE WORK WEEK FOR NON-SHIFT PERSONNEL. The normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. The normal workday shall begin between 7:00 a.m. and 8:00 a.m., and end between 3:30 p.m. and 4:30 p.m.

For employees in the Telecommunications Specialist classification, the normal work week shall consist of five consecutive days of seven hours each, beginning on Monday and ending on Friday. Employees in this classification will be permitted a forty-five minute lunch period.

Employees must notify their immediate supervisor not later than one-half hour after their starting time of their inability to report for work, except in emergencies beyond the employee's control which the circumstances at the time can alone determine.

SECTION 6.02 SHIFT SCHEDULE. The seven-day period for regular rotating shift employees shall commence at 10:30 p.m. each Sunday evening and end at 10:29 p.m. each Sunday evening. Employees will receive overtime compensation for all hours worked in excess of 40 per week. For positions requiring a seven-day continuous operation, the work week will be a constant repetition of the 24-day cycle consisting of:

5 consecutive day shifts,	followed by
48 hours off (considered 1 day),	followed by
6 consecutive afternoon shifts,	followed by
48 hours off (considered 2 days),	followed by

6 consecutive midnight shifts,
120 hours off (considered 4 days),

followed by
followed by

The beginning of another repetition of the 24-day cycle consisting of:

5 consecutive day shifts, etc.

Employees assigned to the "Relief Pool" may be assigned to any station. They will have days off in a calendar month equal to the number of Saturdays and Sundays in that month and will work no more than six consecutive days without a scheduled day off. Relief Electrical Operators will not work more than two different shifts in a six consecutive day period.

All employees required to work on continuous seven day service (rotating shift) shall make their relief at 6:30 a.m., 2:30 p.m., and 10:30 p.m. Proper relief is considered to be the employee has signed in, is dressed in work clothes, and is at the work site at the designated start of his/her shift.

When a Vacation Relief or Shift Relief employee has been directed by a supervisor to work a non-shift assignment, that employee shall be considered as a non-shift employee during that assignment.

Shift employees must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employees' control which the circumstances at the time can alone determine.

Shift positions may be left unmanned if the designated employee is absent. It will be the responsibility of operations management to determine whether the position may be left unmanned based on operational needs which the circumstances at the time alone can determine.

When a position is left unmanned the District will not assign any duties of the position which have been traditionally and historically assigned to employees of the bargaining unit to non-bargaining unit employees and will comply with established District Safety Rules and the Illinois Department of Labor Health and Safety Act. Any safety related issues shall be addressed through the existing procedures for Unsafe Condition Reporting.

SECTION 6.03 REGULAR SHIFT DAYS. In those shift positions in which continuous seven-day service is required, Saturdays and Sundays will be considered regular working days.

SECTION 6.04 NON-SHIFT SCHEDULE. The seven-day period for non-shift employees shall commence at 12:01 each Monday morning and end at 12:00 midnight each Sunday evening.

SECTION 6.05 SHIFT MEALS. For employees working on shift, no mealtime will be allowed as part of the eight hour shift, but lunch and coffee may be consumed at their work stations as conditions permit.

SECTION 6.06 NON-SHIFT MEAL TIME. Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise.

SECTION 6.07 REPORTING AND DEPARTING WORK. All employees shall report to their work stations in work clothes. Any shift employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.

SECTION 6.08 MAINTAIN POSITION. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.

SECTION 6.09 DOUBLE SHIFTS. No shift employee is subject to work more than two shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen hours. The Stickney Water Reclamation Plant, the Calumet Water Reclamation Plant, and the O'Brien Pump and Blower Building will be manned with the required number of personnel in effect at the time of execution of this Agreement.

SECTION 6.10 COFFEE BREAK. Non-shift employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m. unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.

SECTION 6.11 WASH-UP TIME. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:10 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:10 p.m.

SECTION 6.12 SIGN OUT. No non-shift employee will be allowed to sign out before 3:23 p.m. unless otherwise permitted by his/her immediate supervisor.

ARTICLE VII - OVERTIME

SECTION 7.01 OVERTIME COMPENSATION. Employees shall be compensated at 1-1/2 times the hourly rate in effect for each classification for all hours worked over 40 in a continuous seven-day period as specified in Section 6 of this Agreement.

All hours worked in excess of 8 hours per day shall be compensated at 1-1/2 times the hourly rate in effect for each classification.

If a shift employee is scheduled to work a shift schedule with 6 days in a work week, overtime compensation for the sixth day will be paid providing the employee has worked the other five days within that particular work week. Time off with pay, e.g., sick allowance, vacation, or

holiday used will not count as hours worked in determining eligibility for overtime compensation during scheduled 6-day weeks. However, effective as of the execution of this Agreement, three days (twenty-four [24] hours) of "holiday earned" time may be used and counted as hours worked in determining eligibility for overtime compensation during scheduled six-day weeks in each calendar year. However, the third day (eight hours) of "holiday earned" time to be used and counted as hours worked in determining eligibility for overtime compensation during scheduled six-day weeks in a calendar year will require prior approval by the immediate supervisor and must not generate any overtime in covering the day off.

A shift employee required to serve on Jury Duty in accordance with ARTICLE X of the Agreement, while working a shift schedule with 6 days in a work week shall have this time considered as hours worked in determining eligibility for overtime compensation during a scheduled 6-day week.

SECTION 7.02 NO OVERTIME. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. No overtime credit will be allowed for travel time that is an extension of the regular workday which continues after the end of the workday.

SECTION 7.03 TRAVEL TIME. Employees who work overtime which requires an extra trip shall be compensated at the rate of 1-1/2 times the hourly rate for each hour worked with a minimum of four (4) hours. For employees working unscheduled overtime reasonable travel time will be compensated at the rate of 1-1/2 times the hourly rate for each hour traveled.

An employee called in to work overtime after the end of the last regular workday prior to the overtime will be considered as working unscheduled overtime. An employee scheduled to work overtime prior to the end of the last workday preceding the overtime will be considered working scheduled overtime.

SECTION 7.04 MEALS DURING DOUBLE SHIFT. Employees working double shifts will not be allowed to leave the plant grounds for supper; food delivery services should be used whenever possible.

SECTION 7.05 OVERTIME EQUALIZATION. Overtime is to be distributed equally among the employees within each work group so far as is practical. A list of current overtime totals shall be maintained for each work group and it will be made available to employees upon request.

SECTION 7.06 TRADING SHIFTS. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted, provided approval of the supervisor in charge is received in advance.

SECTION 7.07 HOLIDAY OVERTIME. Shift employees who actually work on a scheduled holiday shall receive one and one-half times the hourly rate for the hours worked as well as eight hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight hours "holiday earned".

Non-shift employees who actually work on a scheduled holiday shall receive one and one-half times the hourly rate for the hours worked as well as eight hours of holiday pay (straight time).

All "holiday earned" time in excess of 104 hours must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor. Such approval shall not be unreasonably withheld. An employee who fails to request "holiday earned" time off in excess of 104 hours by the end of the next quarter will be assigned a date to take such time off.

SECTION 7.08 HOLIDAY DOUBLE SHIFT. Employees who work a double shift on a scheduled holiday shall be compensated for his/her own shift and at 1-1/2 times the hourly rate for the second shift plus eight hours "holiday earned" time.

Employees who work beyond their scheduled shift on a scheduled holiday shall be compensated at 1-1/2 times the hourly rate for the hours worked plus 1 hour of "holiday earned" time for each hour worked beyond their scheduled shift.

SECTION 7.09 ABSENT ON SCHEDULED HOLIDAY. A shift employee who does not report for his/her regular shift on a scheduled holiday, shall be coded "absent, no pay", irrespective of any holiday earned or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "holiday" provided he/she is able to substantiate upon return to work that he/she was, in fact, sick.

SECTION 7.10 SHORT CHANGE OVER. In the event of a "short change over" (less than fifteen [15] hours between working shifts) "overtime" compensation will be paid at 1-1/2 times the hourly rate.

SECTION 7.11 MILEAGE COMPENSATION. Employees who are requested to report to the Main Office on their day off shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate for every one hour spent on District business.

SECTION 7.12 Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

SECTION 7.13 OVERTIME COMPENSATION OPTION. Employees who work overtime will have the option of substituting two (2) hours of compensatory time for the one and one half (1-1/2) times the hourly rate as overtime compensation if approved by the supervisor. The option will be made on the day the work is performed, and so coded on the daily time sheet. No change will be allowed following coding by the supervisor.

Compensatory time off shall be scheduled with the approval of the supervisor. Compensatory time must be taken off before the end of the calendar quarter following the quarter in which the compensatory time was earned. Where necessary, a supervisor may schedule an employee to be off on compensatory time in order to meet this requirement. The maximum accrual for compensatory time is 240 hours.

The option of choosing compensatory time will not apply to premium time described in Section 7.07 or to overtime that is a part of the regular shift schedule.

SECTION 7.14 TELEPHONE SCHEDULING FROM HOME. The Chief Electrical Operator at the Calumet Water Reclamation Plant (CWRP) and at the O'Brien Water Reclamation Plant (OWRP) and the Chief Power House Dispatcher I who are directed by the Maintenance Manager or their designee to make phone calls from home for scheduling personnel covered by this Agreement for call-in situations and/or significant operational situations will receive one-half hour of overtime as compensation per incident. The Chief Electrical Operators at CWRP and OWRP or the Chief Power House Dispatcher I will be required to complete a timesheet to record any time spent scheduling from home, and complete an overtime report. For any time spent scheduling from home that is over one-half hour in duration, the Chief Electrical Operators at CWRP and OWRP or the Chief Power House Dispatcher I will be required to complete a timesheet and provide documentation demonstrating the additional time spent scheduling by phone.

ARTICLE VIII - HOLIDAYS

SECTION 8.01 HOLIDAY SCHEDULE. Paid Holidays will be granted in accordance with the provisions of Schedule A of the Agreement.

ARTICLE IX - VACATIONS

SECTION 9.01 VACATION SCHEDULE. Paid vacations will be granted in accordance with the provisions of Schedule B of the Agreement.

SECTION 9.02 TIME AND SELECTION OF VACATIONS. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules shall be developed before January 31st of the vacation year. In choosing vacation periods, all employees covered by this Agreement will be considered as a single group at each work location for scheduling purposes. Vacations will be scheduled by classification and then seniority within each classification for each such work group at each work location. In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his/her vacation during any other time of the year that he/she may request, providing that it meets with the approval of his/her supervisor.

SECTION 9.03 VACATION CARRY OVER. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. In such cases vacation credit may be carried over to the following year.

In choosing carryover vacation periods, all employees covered by this Agreement will be considered as a single group at each work location for scheduling purposes. The choosing of

carryover vacation credit will not be conducted until all current vacation allotments have been scheduled. Carryover vacation will be scheduled by classification and then seniority at each work location. All vacation carryover must be scheduled between January 1st and March 31st. Where necessary, a supervisor may schedule an employee to be off on carryover vacation in order to meet this requirement.

Section 9.11 MAXIMUM NUMBER ON VACATION shall be applicable for all vacation carryover selections and the scheduling of carryover vacation credit shall not generate any overtime.

In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all carryover vacation requests.

SECTION 9.04 UNUSED VACATION PAY. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.

SECTION 9.05 AUTHORIZED HOLIDAY. When an authorized holiday falls within an employee's vacation period, he/she shall be compensated in time for this day at a later date, with the scheduling of such day approved by the immediate supervisor.

SECTION 9.06 WEEKLY MINIMUM. Normally vacation time should be taken in periods of one week (five working days), at a minimum.

SECTION 9.07 NEW EMPLOYEES. New employees will earn a regular vacation of ten working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten working days in each calendar year during the first five years of service. A new employee may use half the above vacation time (five working days) after six months of District service, providing such employee receives the approval of his/her immediate supervisor.

SECTION 9.08 OTHER EMPLOYMENT CREDIT. Any employee who has rendered service to the City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, the State of Illinois, or the Metropolitan Water Reclamation District Retirement Fund shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

Employees of the District must have at least one calendar year's employment with the District before being entitled to vacation credit for prior service with the above other specified governments. The year of service with the District must be completed by June 30.

SECTION 9.09 VACATION SICK CREDIT. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.

SECTION 9.10 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

For employees on duty disability, vacation benefits will accumulate, commencing from the date of disability, for a maximum of two, three, or four weeks based on the employee's vacation eligibility at the time the employee becomes disabled. Vacation benefits will not accumulate after an employee has been absent on duty disability for more than twelve continuous months. When an employee returns to work after being on duty disability, works for less than one year, then returns to duty disability, the periods of disability shall be combined and considered to be one continuous period of disability. This shall not affect the accumulation of vacation benefits during periods that an employee works.

SECTION 9.11 MAXIMUM NUMBER ON VACATION. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as defined above), may be allowed vacation during the months of January and December.

ARTICLE X - JURY DUTY

SECTION 10.01 JURY DUTY PAY. Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

ARTICLE XI - BEREAVEMENT PAY

SECTION 11.01 BEREAVEMENT PAY. Leave with pay will be allowed for employees to attend services resulting from the death in the immediate family not to exceed three working days, including the day of the services. Such leave shall apply to the death of a husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, stepparents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the employee. Bereavement Leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

ARTICLE XII - PERSONAL LEAVE

SECTION 12.01 PERSONAL LEAVE. All full-time employees in the Chief Electrical Operator, Chief Power House Dispatcher I, Electrical Operator I, Electrical Operator II, Dynamo Tender, Power House Dispatcher, Power House Mechanic Leadman, Power House Mechanic, Systems Dispatcher, Utility Man and Telecommunications Specialist classes will, at their request, be granted a maximum of three (3) days for personal leave in any calendar year as long as they have accumulated sick leave credit at least in the amount of the personal leave time requested. Personal leave normally must be used in units of not less than one (1) day. However, with the approval of their supervisor, employees will be permitted to take personal leave in half-day (1/2) units.

Beginning October 1, 1994, employees will be permitted, with the approval of their supervisor, to take personal leave in less than half-day (1/2) units. Personal leave shall not be accumulated from one calendar year to the next. Whenever, possible, such leave shall be scheduled with the prior approval of the employee's supervisor, except that prior approval must be obtained for personal leave on a holiday, the workday preceding a holiday, vacation, compensatory time, or holiday used day, and/or the workday following a holiday, vacation, compensatory time, or holiday used day. While such leave shall not be considered sick leave, it will be charged against the employee's accumulated sick leave. However, if an employee can adequately document for supervisory approval an emergency on one of the days listed above, personal leave will be allowed.

SECTION 12.02 CALL-IN PROCEDURES. Shift employees unable to report for work and requesting to use personal leave must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employee's control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.

ARTICLE XIII - SICK LEAVE

SECTION 13.01 SICK LEAVE PAY. Paid Sick Leave will be granted in accordance with the provisions of Schedule C of this Agreement.

SECTION 13.02 SICK LEAVE ACCUMULATION. Sick Leave will continue to accumulate during the period that the employee is off due to sickness.

SECTION 13.03 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

Sick leave benefits will accumulate while an employee is on duty disability. No employee on duty disability shall accumulate more than 120 workdays of sick leave credit.

SECTION 13.04 REINSTATEMENT. Employees reinstated to the District's service within one year following resignation will be credited with any unused sick leave accumulated during prior service. Employees must have at least one year's service following reinstatement before being entitled to such credit.

SECTION 13.05 VERIFICATION. If an employee has been absent due to sickness, the immediate supervisor may require a Doctor's Certificate to verify illness.

SECTION 13.06 ABUSE OF PRIVILEGE. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

SECTION 13.07 UNUSED SICK LEAVE.

ANNUAL SICK LEAVE PAYOUT

Employees with a District start date prior to November 2, 1994 who are eligible to accumulate sick leave credits, shall receive on or about the first day of December in each year a cash payment of 33-1/3 percent of the unused portion of sick leave credits accumulated by the employee as of November 1 in excess of 120 sick leave days, up to a maximum of five (5) days' pay earned (15 sick leave days) in any one year.

Employees with a District start date prior to November 2, 1994 shall be paid for such percentage of the sick leave accumulation at the rate of pay which the employee was receiving on November 1 of the year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

For employees with a District start date on or after November 2, 1994, there will be no cash payment for any unused accumulated sick leave on an annual basis.

SICK LEAVE PAYOUT AT SEPARATION

When an employee with a District start date prior to November 2, 1994 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 60 days' pay. The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

When an employee with a District start date of November 2, 1994 through December 31, 2011 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance for either the amount of sick leave accumulated through December 31, 2011, or the amount of sick leave the employee has at the time of separation, whichever is lesser, but in no instance shall the amount of accumulated sick leave eligible for payout be greater than 120 days. The payout amount shall

be calculated at the rate of pay the employee was receiving at the time of separation to a maximum of 60 days' pay.

For employees with a District start date of January 1, 2012 or later, upon separation for reasons other than discharge, the employee will receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 15 days' pay. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation.

SECTION 13.08 USE OF SICK TIME FOR FMLA. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

ARTICLE XIV - TERMINATION PAY

SECTION 14.01 TERMINATION PAY. Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service
- Two days' pay for each of the next five years of service.

The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

Employees of the District with a District start date of November 2, 1994 through December 31, 2011 and who have completed five or more years of actual service to the District shall receive, upon final separation from that service for reasons other than discharge, termination pay of a minimum of one day's pay to a maximum of thirty (30) days' pay at the rate the employee was receiving at the time of separation, and subject to the additional conditions set forth herein, in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service

- Two days' pay for each of the next five years of service.

Employees with a District start date of November 2, 1994 through December 31, 2011 will not be eligible for and will not be paid for any termination pay pursuant to the above schedule for any years of service beyond December 31, 2011.

Employees with a District start date after December 31, 2011, shall not be eligible for termination pay upon separation from District service.

ARTICLE XV - TRANSFER IN SAME CLASS

SECTION 15.01 TRANSFERS. These procedures will apply to all transfers between work locations.

SECTION 15.02 TRANSFER FORM. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for a Transfer" form.

SECTION 15.03 FORM PROCESS. A request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.

SECTION 15.04 REQUEST AND SENIORITY. Whenever a vacancy is to be filled, the first priority for filling such vacancy will be given to a transfer at the request of a present employee. Such transfers will be made in accordance with seniority, as defined in Article XVI, Section 16.01, provided that, in the District's judgment, the employee requesting such transfer is willing, qualified, able, and possesses an acceptable work record.

SECTION 15.05 PROBATIONARY EMPLOYEE. A probationary employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 15.06 PROVISIONAL EMPLOYEE. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 15.07 REQUEST PRIORITY. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.

SECTION 15.08 REQUEST ROSTERS. The Human Resources Department will establish suitable rosters of all requests for transfer into, and out of, each location. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

SECTION 15.09 REQUEST DURATION. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until the request is satisfied or the employee submits a written authorization to withdraw the requests. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is reviewed and entered, and 5.) a copy of the form(s) indicating the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

As soon as practical upon execution of this Agreement, employees will enter a request for transfer or a request to withdraw a transfer through an official electronic format. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been entered into an official electronic format, and 2.) the request(s) is reviewed and approved by the Human Resources Department and notification of the request is sent to the employee and supervisor. If the employee has not received notification within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

A written authorization to withdraw a transfer request must be entered into the official electronic format and received and processed by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

SECTION 15.10 TRANSFER WAIVER. An employee may waive his/her right to transfer one time to a subsequent transfer for which he/she is eligible.

After one waiver of a requested transfer the employee shall be removed from the roster and will be required to wait thirty days before he/she may put in a new transfer request for the same position.

After an official electronic format for transfers has been implemented and operating for six months, employees will be notified by mail that they have 30 calendar days to review and update their own transfer requests in the electronic format. Thereafter, there will not be any transfer waivers allowed and the most senior employee with a valid transfer request will be transferred.

SECTION 15.11 TRANSFER LIMITATION. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.

SECTION 15.12 TRANSFER IN SAME CLASS. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2", or "(AC)" where the employee's job duties are no longer required will occur. If an employee returned to work from three months of ordinary disability or from three months of a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the least senior employee in the section with the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2", or "(AC)".

SECTION 15.13 INVOLUNTARY TRANSFER. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability, or who has been continuously Absent Without Leave (AWOL), will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability, or AWOL for three (3) months, or Duty Disability for five (5) months. When an employee has been involuntarily transferred due to a long term duty disability, ordinary disability, or leave of absence, and the position is vacated, when the employee returns to work, the employee will be placed in a position according to past practice as follows:

- **Duty Disability:** The employee will be returned to the plant location on rotating shift, relief or day position that the employee was in at the time the injury occurred.
- **Ordinary Disability:** The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time the employee was approved for Ordinary Disability. However, if the position has been filled, the employee will return to work to the plant and assignment that is vacant at that time.
- **Leave of Absence:** The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time the employee was approved for the Leave of Absence. However, if that position has been filled, the employee will return to work in accordance with Rule 9.09 of the Personnel Rules for the Classified Service.

SECTION 15.14 DISCIPLINARY TRANSFER. Employees may be temporarily reassigned pending completion of an investigation by the District as outlined below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

Employees may ultimately be transferred in the best interest of the District and the employee(s) if the District substantiates the allegations and issues disciplinary action short of discharge or disciplinary action short of discharge by the Civil Service Board has been taken in accordance with the following:

- Workplace violence as defined in Administrative Procedure 10.27.0, Rules for Employee Conduct
- Administrative Procedure 10.40.0, Workplace Violence
- Administrative Procedure 10.5.0, Anti-Harassment, Anti-Discrimination, and Anti-Retaliation Policies and Reporting Procedures

In these instances, the District will notify Local Union 9 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

Employees who are transferred in accordance with the above language as a result of their actions based on the allegations, investigation and subsequent discipline shall not be eligible for a voluntary transfer for a period of two years. Such employee shall forfeit their seniority rights for transfer purposes only and be considered first (least senior) for involuntary transfer if such employee is in a section with budgetary designations of "#1," "#2," or "(AC)," unless it is not in the District's best interest to do so. Such employee's seniority for transfer purposes will be the date the employee is transferred from their current section following disciplinary action.

Employees who are involuntarily transferred in accordance with the above language and who were not a party to the allegations, investigation or subsequent discipline based on the incident, which resulted in their involuntary transfer, may submit a transfer request immediately to return to the location and shift the employee was transferred from and the six month and 30 day restriction will not apply. The involuntarily transferred employee who has submitted a transfer request will be the first employee eligible for such transfer to return to the location and shift the employee was transferred from, if such transfer does not require the waiver of a crosshatch.

Any updates or new Administrative Procedures issued regarding the topics above during the term of this Agreement will be included for the purpose of a temporary reassignment, and/or transfer.

ARTICLE XVI - SENIORITY

SECTION 16.01 SENIORITY DEFINITION AND APPLICATION. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. Seniority shall continue while an employee is on leave of absence on account of sickness or injury which is compensable under the Occupational Diseases Act or the Workmen's Compensation Act. An employee returning to service from Ordinary Disability, layoff, or Duty Disability not compensated under the above stated statutes shall retain seniority credit for all prior service in the class.

SECTION 16.02 LAYOFF AND RECALL. When one or more, but less than all employees occupying the positions in a single class are to be laid off or recalled, such employees shall be laid off or recalled according to seniority.

SECTION 16.03 ACTING ASSIGNMENTS. For Chief Power House Dispatcher I and Chief Electrical Operator acting assignments scheduled for five or more work days, employees in the subordinate classes regularly assigned to that work location shall be considered by classification, and then seniority within each classification provided that, in the District's judgment the employee is willing, qualified, able, and possesses an acceptable work record.

For Power House Dispatcher and Electrical Operator II acting assignments, shift employees in the subordinate classes assigned to that work location and that shift shall be considered by classification and then seniority within each classification as follows:

For scheduled acting assignments, the scheduled employee shall perform the acting assignment. For non-scheduled acting assignments, employees in the subordinate classes assigned to that work location and that shift shall be considered by classification and then seniority within each classification provided that, in the District's judgment the employee is willing, qualified, able, and possesses an acceptable work record.

The District reserves the right to modify the schedule based on operational needs and these modifications shall be considered scheduled.

SECTION 16.04 TEMPORARY - PROVISIONAL PROMOTIONS. For temporary-provisional appointments, consideration shall be given to the employee's location, classification, and seniority in that classification.

SECTION 16.05 SENIORITY LIST. A seniority list in all job classifications in this Agreement shall be maintained and a copy including all updates shall be sent to the Business Manager of Local Union 9.

ARTICLE XVII - AUTO AND MEAL ALLOWANCE

SECTION 17.01 AUTO ALLOWANCE. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated at the rate established as District Policy by the Clerk/Director of Finance for all such miles.

SECTION 17.02 AUTO ALLOWANCE FOR ROUND TRIP. Any employee requested by the Plant, Section or Department Head to report to the Main Office or other District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.

SECTION 17.03 MEAL ALLOWANCE. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$8.00 for meal compensation after completing the twelfth consecutive hour of work. Meal time periods shall not exceed one (1) hour in time, when and if conditions permit.

ARTICLE XVIII - INSURANCE

SECTION 18.01 HEALTH. Health Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.02 DENTAL. Dental Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.03 LIFE. Life Insurance will be granted to employees in accordance with the provisions of Schedule D of this Agreement.

ARTICLE XIX - GRIEVANCE PROCEDURE

SECTION 19.01 GRIEVANCE PROCEDURE. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both. Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I

A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to his/her immediate supervisor.

B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and Local Union 9 within seven calendar days after receipt of the written complaint.

Step II

A. If the grievance is not settled at the first step, a Local Union 9 representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven calendar days after the date of receipt by the Union of the decision by the immediate supervisor.

B. The Department Head or his/her designated representative will notify the employee in writing with a copy to Local Union 9 of his/her decision on Employee Problems Form Step II within seven calendar days of receipt of the Step II form.

Step III

A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II, to the Director of Human Resources within seven calendar days of receipt by the Union of the Department Head's decision.

B. Within fourteen calendar days of receipt by the Director of Human Resources of the Employee Problems Form Step III, the Director of Human Resources or his/her designee shall meet with the Union and attempt to resolve said grievance, and the Director of Human Resources or his designee shall reply in writing to the Union with a copy to the employee within seven calendar days of said meeting.

C. If a grievance is not settled at the third step, either Local Union 9 or the District may notify each other in writing within ten days of the receipt of the Step III decision, that they request final and binding arbitration.

D. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Local Union 9 shall be considered to have waived the right to pursue the grievance.

E. Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours. Employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration Meetings.

SECTION 19.02 FINAL AND BINDING ARBITRATION. Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement, except, however, that the following subject shall not be submitted nor subject to binding arbitration:

1. The elimination or discontinuance of any job where the tasks being performed on the job are no longer necessary, or where the Board of Commissioners through the budget process eliminates or discontinues jobs.

The specific exception noted above is not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and establishing wages, hours and conditions of employment as specifically set forth.

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The Union will forward the remaining three names on the District's list to the Director of Human Resources who will then send a written request to each of the six named Arbitrators and ask him/her to serve on the Roster of Arbitrators. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. Payment of Arbitrator fees and expenses, including the cost of the transcription service, will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within 60 days of notice that a grievance is ready for arbitration and submit their decision within 60 days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators, the party which selected the Arbitrator will then contact other Arbitrators on the Roster of Arbitrators' list provided by the other party to obtain their agreement to be on the Roster of Arbitrators so that each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

These Arbitrators will then be listed in alphabetical order on a list retained by both the Director of Human Resources and the Union. As grievances become ready for arbitration, Arbitrators will be contacted in an alphabetical order to obtain an Arbitrator's commitment to arbitrate the respective grievances within the stated time limit.

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days of the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The decision of the Arbitrator shall be final and binding upon Local Union 9, and the District. The authority of the arbitrator shall be limited to the construction and application of the specific terms of this Agreement. He/she shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein.

Upon renewal of the Agreement, each party has the right to remove three Arbitrators from the Roster of Arbitrators and replace them with other Arbitrators selected from the ranks of the National Academy of Arbitrators, in accordance with the procedures given in this Section of the Agreement. Arbitrators will continue to be listed on the Roster of Arbitrators until removed in this manner.

ARTICLE XX - NO STRIKE - NO LOCKOUT

SECTION 20.01 NO STRIKE - NO LOCKOUT. During the term of this Agreement, neither the Union nor its agents nor any employee covered by this Agreement for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

SECTION 20.02 EMPLOYEE-UNION REPRESENTATIVES DUTIES. Local Union 9 agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees in violation of Section 20.01 to return to work.

SECTION 20.03 VIOLATION. The District may discharge or discipline any employee who violates Section 20.01 and any employee who fails to carry out his/her responsibilities under Section 20.02, and Local Union 9 will not resort to the Grievance Procedure on such employee's behalf.

SECTION 20.04 UNION ACTION IN EVENT OF A STRIKE. Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, Local Union 9, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

A. Advise the District in writing that the strike or stoppage has not been called or sanctioned by Local Union 9. Failure on the part of Local Union 9 to immediately denounce the strike, work stoppage, slowdown or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.

B. Provide copies of the following notice on Local Union 9's letterhead to be posted on bulletin boards in the Plant and other District facilities: "We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by Local Union 9, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."

SECTION 20.05 JUDICIAL RELIEF AND OTHER REMEDIES. Nothing contained herein shall preclude the District or Local Union 9 from obtaining judicial relief or other legal remedies in the event of a violation of this Article.

ARTICLE XXI - SEPARABILITY AND NOTICE

SECTION 21.01 AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT. If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved. Nothing in the Agreement shall prohibit the District from taking steps to comply with the requirements of the Americans with Disabilities Act.

SECTION 21.02 NOTICES. All notices required under this Agreement shall be in writing and sent by Local Union 9 to the District in triplicate to the following:

- A. Executive Director
- B. Director of Human Resources
- C. Labor Negotiator

Notices sent by the District shall be mailed to the Business Manager of the International Brotherhood of Electrical Workers, Local Union 9, AFL-CIO. The District will notify Local Union 9, when any employees are hired or terminated in the classifications covered under this Agreement.

ARTICLE XXII - AMENDMENTS AND ENTIRE AGREEMENT

SECTION 22.01 ENTIRE AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Local Union 9, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and for the duration of this Agreement the District shall not reduce or eliminate any fringe benefit or working rule contained in this Agreement.

SECTION 22.02 AMENDMENTS. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.

ARTICLE XXIII - NON-DISCRIMINATION

SECTION 23.01 NON-DISCRIMINATION. Neither the District nor Local Union 9 will discriminate against any employee in the bargaining unit with regard to wages, hours or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin, or disability in violation of any Federal or Illinois law. Allegations of discrimination shall not be pursued through the grievance procedure but shall be submitted to the appropriate State or Federal Agency.

ARTICLE XXIV - MISCELLANEOUS

SECTION 24.01 SAFETY EXPENSE. The District will reimburse employees for safety boots and safety glasses at a rate and method to be determined by the Risk Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$50.00. The rate of reimbursement for safety glasses will be equal to not more than one-half the cost per pair up to a maximum of \$64.00.

Effective January 1, 2015, the rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

SECTION 24.02 TUITION REIMBURSEMENT. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

A minimum grade of "C" will be required for reimbursement. For courses taken on a Pass/Fail basis, a "Pass" will be required. Employees that voluntarily separate from District service will be required to repay tuition reimbursement to the District as follows: 100% repayment for reimbursements made to the employee received within one (1) year of leaving District employment, 75% repayment for reimbursements made one (1) year to two (2) years of leaving District employment and 50% repayment for reimbursement made to the employee received between two (2) and three (3) years of leaving District employment.

Effective January 1, 2013, all employees shall be reimbursed for approved courses, at the rate of 75% of the tuition cost to a maximum reimbursement of \$10,000 per employee per calendar year in which the reimbursements were paid.

Any revisions to Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees during the term of this Agreement will be included for the purpose of determining tuition reimbursement eligibility.

SECTION 24.03 WARNING NOTICES. Warning notices shall not be considered part of an employee's personnel record after one year, provided the employee does not receive any other disciplinary action(s) during that one year period and files a written request with the Human Resources Department to have the written warning removed from his/her personnel file.

SECTION 24.04 VOTING TIMES. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.

SECTION 24.05 FACILITY CLOSURES. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following will apply:

1. Full Day District Designated Facility Closure

- a) Non-shift employees who are instructed not to report for work shall receive payroll code 0017 – Employee Benefit for the workday.
- b) Non-shift employees who are not working due to a prescheduled paid day off will have their time sheet adjusted to reflect payroll code 0017 – Employee Benefit for the workday if work is not available to them due to their work location being closed.
- c) Non-shift employees who are directed to report to work when their work location is closed shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees will be coded 0017 – Employee Benefit for any regularly scheduled hours not worked during their scheduled workday.
- d) Shift employees who are scheduled to report to work and who are not able to report to work, or who are already off work on a prescheduled paid day off, will be allowed to use their own discretionary time to cover their absence.
- e) Shift employees who are scheduled to report to work and report for work shall receive their regular compensation in addition to payroll code 0026 – Holiday Earned for the number of hours worked equal to the paid time off received by

non-shift employees in the bargaining unit at their assigned work location, up to a maximum of eight (8) hours holiday earned credit.

- f) Shift employees who are on a regular day off (payroll code 0048) or on a prescheduled paid day off and who are called in and report for work shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees shall also receive payroll code 0026 – Holiday Earned for all hours worked up to a maximum of eight (8) hours holiday earned credit.
- g) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.

2. Partial Day District Designated Facility Closure

- a) Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017 – Employee Benefit for the remaining hours of their workday.
- b) Non-shift employees who are off work on a pre-scheduled day off or who are not at work at the time when non-shift employees at their assigned location are released early are not eligible to receive payroll code 0017 – Employee Benefit.
- c) Non-shift employees who are required to work for the remainder of their workday after the District has released other employees for early dismissal at their assigned work location shall be compensated at 1-1/2 times their hourly rate for all hours worked for the remainder of their regular workday.
- d) Shift employees who are directed to remain at work for the remainder of their shift after the District has released non-shift employees at their assigned location shall receive their regular compensation in addition to being credited with the number of Holiday Earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- e) Shift employees working their entire shift on that workday shall be credited with the number of holiday earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- f) Shift employees working a double shift shall not receive more than eight (8) hours of holiday earned credit.

SECTION 24.06 UNION LEAVE. The District will grant a request for a leave of absence for one employee for the purpose of service as Representative or Officer with the International, State, District Council, or Local Organization of the Union for the duration of his/her appointment to the Union, provided the employee submits a request for an extended leave of absence, and renews such request annually as required by the District's Personnel Rules. While on such leave, the employee will retain their accumulated seniority, and will accumulate

additional seniority only for the purpose of transfer requests and vacation picks while on leave. Employees on leave for union service will not be eligible for District benefits during such leave.

Upon return from a union leave of absence, the employee will have his/her prior seniority and other benefits reinstated.

SECTION 24.07 DIRECT DEPOSIT. All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.

SECTION 24.08 MILITARY LEAVE. The District will grant military leave in accordance with Illinois State and Federal laws.

SECTION 24.09 ARC-FLASH PROTECTIVE CLOTHING ALLOWANCE. Employees designated by the District are required to wear flame-retardant arc-rated clothing at all times while working. Such clothing shall consist of, at a minimum, flame-retardant arc-rated long-sleeve shirt and pants. All such clothing must meet the standards for hazard/risk category 2 (rating of at least 8 cal/cm²). At any time, the District may verify that employees are properly attired in required arc-rated protective clothing. Sufficient arc-rated protective clothing shall be kept at work as necessary for work assignments.

The District will reimburse new employees for the purchase of five (5) pairs of pants and five (5) shirts of category 2 arc-rated clothing, one (1) category 4 ventilated hood, and one (1) 20,000 volt pair of gloves and leather glove protectors immediately upon hire. The employee must complete a reimbursement form, present a receipt for the purchases, and have the reimbursement approved by the appropriate member of District management. Effective January 1 of the year following the commencement of employment (and for all current employees who have worked more than one year), each employee will be entitled to reimbursement for up to a total of five (5) replacement garments (pants and/or shirts) of arc-rated protective clothing. 20,000 volt gloves, leather glove protectors, and hoods will be replaced as needed. Prior approval is required for replacement purchases. Unused reimbursement entitlements do not roll over from year to year. The District may, at its discretion, provide a list of suppliers from which purchases shall be made.

Flame-retardant arc-flash clothing must be maintained in good condition. Clothing that is torn, damaged, soiled or otherwise deemed inappropriate by the District to provide the necessary protection shall not be worn. Employees are responsible for laundering and care of their own protective clothing, and are required to follow correct laundering and care procedures to ensure the continuing effectiveness of the clothing.

An employee who is separated from District service during his/her probationary period will be required to reimburse the District for one-half the cost of such protective clothing purchased by the District.

The District will provide other arc-rated protective clothing and gear as appropriate.

SECTION 24.10 LABOR MANAGEMENT COMMITTEE ON THE RETURN TO WORK PROGRAM. The District and the unions representing District employees shall establish a “Labor Management Committee on the Return to Work Program.” The Committee shall consist of staff from the District’s Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee meetings.

The purpose of the Committee shall be to monitor and enhance the performance of the District’s current Return to Work Program which includes:

- Computer based educational coursework and other educational training activities
- Modified duty tasks within the employee’s traditional or historical union jurisdiction

The Committee will also discuss ways to improve the program on an ongoing basis, including but not limited to such items as:

- Developing accident prevention strategies,
- Identifying work assignments outside traditional jurisdictions,
- Identifying appropriate training and safety awareness programs, and
- Other issues that may arise during the implementation and administration of this program.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Committee to identify specific training opportunities and other solutions to improve the program.

The Committee is advisory only. It is intended to promote collaboration and discussion over the effectiveness of the Return to Work Program. It in no way diminishes the rights contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the program.

ARTICLE XXV - DURATION OF AGREEMENT

SECTION 25.01 TERM. This Agreement shall become effective on July 1, 2014, and shall continue in full force and effect through June 30, 2017, and from year to year thereafter unless at least 60 days prior to June 30, 2017 or at least 60 days prior to June 30th of any year

thereafter notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on June 30 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.

SECTION 25.02 MEDIATION AND FACT FINDING. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit the dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

This Agreement and its Schedules are made in duplicate, and each copy is an original copy.

Executed at Chicago, Illinois, this _____ day of _____, 2014

For the International Brotherhood of Electrical Workers, Local No. 9, AFL–CIO

Robert W. Pierson
Business Manager

For the Metropolitan Water Reclamation District of Greater Chicago

Ted J. Kosowski
Labor Negotiator

Approved as to Form and Legality

Lisa A. Goldberg
Head Assistant Attorney

Ronald M. Hill
General Counsel

Jacqueline Torres
Clerk/Director of Finance

David St. Pierre
Executive Director

Mariyana T. Spyropoulos, Chairman
Committee on Finance

Cynthia M. Santos, Chairman
Committee on Labor and
Industrial Relations

APPROVED:

Kathleen Therese Meany, President
Board of Commissioners

(PART AND PARCEL OF AGREEMENT effective July 1, 2014.)

SCHEDULE A

HOLIDAYS

Time off with pay shall be granted to full-time employees on the following holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Three (3) Optional Holidays

1. A holiday is one which is recognized regardless of the day of the week on which it falls. A holiday falling on a Saturday will be observed on the preceding Friday, one which falls on a Sunday will be observed on the following Monday. For shift employees scheduled to work on a holiday, the actual day of the holiday shall be coded as "holiday" for pay purposes. Shift employees who actually work on the holiday shall receive the following as holiday pay: one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited eight (8) hours "holiday earned" for that day. For shift employees, the Martin Luther King Day holiday will be observed on the third Monday in January, the President's Day holiday will be observed on the third Monday in February, the Memorial Day holiday will be observed on the last Monday in May, and the Labor Day holiday will be observed on the first Monday in September.

Employees hired after June 30th in any calendar year will receive their third Optional Holiday the following January 1st. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor and must be used each year by December 31st. Under no circumstances will an employee be allowed to carry any optional holidays over into the following calendar year.

An employee not scheduled to work on a holiday is eligible for holiday pay, in accordance with the Agreement, provided the employee works or has an excused absence on the last regular scheduled workday preceding and first scheduled workday following the holiday. An excused absence is considered time-off-with-pay, but does not include ordinary or duty disability, FMLA

absences without pay, or other leaves of absence without pay. Employees reinstated from ordinary or duty disability on the holiday will be eligible for holiday pay.

2. Any day declared by the Board of Commissioners to be a holiday not listed above shall automatically be considered a holiday under this Agreement. Shift employees who actually work on a holiday are entitled to holiday pay as described above.

3. A shift employee who schedules or calls in to request FMLA on a holiday shall be coded, "FMLA Absence Without Pay" and "Holiday", provided that such employee has been granted and is using FMLA leave in accordance with the Family and Medical Leave Act Directive in effect at the time the leave is being requested.

ADDITIONAL HOLIDAY

Employees will be given the choice of one additional holiday during the holiday season based on the following choices:

For 2014, the additional holiday options are:

Wednesday, November 26, 2014, or Friday, November 28, 2014, or Wednesday, December 24, 2014, or Friday, December 26, 2014, or Wednesday, December 31, 2014, or Friday, January 2, 2015.

For 2015, the additional holiday options are:

Wednesday, November 25, 2015, or Friday, November 27, 2015, or Thursday, December 24, 2015, or Monday, December 28, 2015, or Thursday, December 31, 2015, or Monday, January 4, 2016.

For 2016, the additional holiday options are:

Wednesday, November 23, 2016, or Friday, November 25, 2016, or Friday, December 23, 2016, or Tuesday, December 27, 2016, or Friday, December 30, 2016, or Tuesday, January 3, 2017.

The proper time sheet coding for regular day (non-shift) employees to use for this additional holiday is Code 0030, Holiday.

Shift employees will receive holiday pay for Christmas and New Year's Day in accordance with the holiday schedule above. Shift employees scheduled to work on the six designated days for that particular year, and who actually work on all six of those days designated are entitled to holiday pay (eight hours Holiday Earned and four hours Overtime Pay Straight Time) for one day only in accordance with past practice. If a shift employee has a regular day off on one or more of the designated days, and works as scheduled on the other designated days, the employee will earn eight hours of Holiday Earned for one day only. This eight hours of Holiday Earned would be received on the date that is given as the last choice of possible additional holidays. If a shift employee has an approved day off (vacation, holiday used, compensatory time, or optional holiday) on any of the designated days, that employee will be coded "Holiday" for a previously scheduled day off. The previously scheduled day off will be rescheduled for another date with

the approval of the supervisor. Employees may not receive holiday pay or holiday earned for more than one day.

SCHEDULE B

VACATIONS

All full-time employees shall be entitled to the following weeks of vacation:

First five (5) years of service - ten (10) working days

Next ten (10) years of service - fifteen (15) working days

Next ten (10) years of service - twenty (20) working days

After twenty-five (25) years of service - twenty-five (25) working days.

Employees must have completed five (5), fifteen (15), or twenty-five (25) years of service with the District before June 30 in order to qualify for the three (3) week, four (4) week, or five (5) week vacation respectively, within that calendar year. If the service anniversary date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

SCHEDULE C

SICK LEAVE

1. Sick leave credit shall commence after the first month of employment for full-time employees and shall continue to accumulate at the rate of one (1) day for each month of service for the first year and fifteen (15) days per year thereafter. There is no maximum accumulated sick leave balance. No employee will be eligible for sick leave with pay until the first month of employment is completed.

2. Shift employees unable to report for work because of sickness must notify the shift supervisor on duty of their inability to report, not less than one (1) hour before starting time except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.

SCHEDULE D

INSURANCE

1. **HEALTH INSURANCE.** The District shall provide health insurance coverage to the employee or dependents, either single, employee plus one dependent, or family plan as appropriate to regular full-time employees. Health Insurance coverage also includes domestic partners in accordance with Administrative Procedure 10.3.0, and civil union partners in accordance with Administrative Procedure 10.43.0. Domestic partner or civil union partner eligibility may be redefined in any updated or new Administrative Procedure. Employee contributions will be based on a percentage of the actual claims cost for single, employee plus one dependent, or family coverage, and deducted 24 pay periods per year.

Effective July 1, 2014, costs for employees in the health maintenance organization (HMO) program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the HMO will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2015.

Effective July 1, 2016, costs for employees in the HMO program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2016.

Effective July 1, 2014, costs for employees in the comprehensive major medical program (PPO) will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the PPO will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2015.

Effective July 1, 2016, costs for employees in the PPO program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2016.

The pre-tax employee contributions effective July 1, 2014, for each of the 24 pay periods shall be as follows:

	<u>Single</u>	<u>Employee +1</u>	<u>Family</u>
HMO	\$26.45	\$52.90	\$92.57
PPO	\$41.24	\$82.48	\$144.34

The Union will cooperate with the District in developing programs to contain the cost of health care.

Prior to July 1 of each calendar year all employees will have the option of selecting HMO or PPO coverage.

A. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the District. All benefits are subject to the provisions of the policies between the District and the insurance company but will not be diminished during the term of this Agreement.

PPO

The penalty for failure to call for preadmission approval prior to an inpatient hospital stay under the PPO is \$350.00.

For employees in the PPO, effective July 1, 2014 the following will apply:

- The annual deductible will be \$300.00 per individual, the annual deductible for Employee + 1 will be \$600.00 and the maximum annual deductible per family will be \$900.00.
- Coinsurance will be 85% of eligible charges after the annual deductible has been met.
- A \$100.00 co-payment for the emergency room per visit will be required. The co-payment is waived if the patient is admitted from the emergency room.
- A Prescription Drug Step Therapy and Prior Authorization program will be utilized.
- The annual out-of-pocket expense limit is \$1,500.00 per individual, \$3,000.00 for Employee + 1 and a maximum of \$4,000.00 per family for in-network providers. The annual out-of-pocket expense limit is \$3,000.00 per individual, \$6,000.00 for Employee + 1 and a maximum of \$9,000.00 per family for out-of-network providers.
- Coverage for outpatient surgery will be as follows:

In-network (PPO)	85%
Out-of-network	70% of Usual and Customary

For employee in the PPO, effective January 1, 2016, the following change will apply:

- The annual deductible will increase from \$300.00 to \$350.00 per individual, the annual deductible for Employee + 1 will increase from \$600.00 to \$700.00 and the maximum annual deductible per family will increase from \$900.00 to \$1,050.00

The District offers a Wellness Benefit, including Preventative Care Services to all employees and eligible dependents enrolled in the Blue Cross Blue Shield Participating Provider Organization (PPO).

This benefit will encourage employees and eligible dependents to seek the preventative care and diagnostic services identified below with the goal of providing for the early diagnosis of illness which can be beneficial in controlling long term health care costs.

Wellness Benefit

- Routine Lab Work
- Routine X-rays
- Hearing Screenings
- Routine Sleep Study
- Routine EKG
- Routine Ovarian Cancer Lab/X-ray
- Routine Colorectal Lab/X-ray

The Wellness Benefit will be covered at 100% of the eligible charge and the annual deductible will not apply. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

Preventative Care Services

- Annual Routine Pap Smear
- Mammogram
- PSA and DRE
- Routine Physical Checkups (Adults)
- Routine Pediatric Checkups, Well Baby Care & Pre-school exams
- Immunizations
- Routine Bone Density Test
- Smoking Cessation Services
- Healthy Diet Counseling

The listed preventative care services including related office visits and physician fees, will be covered at 100% of the eligible charge. The annual deductible will not apply to the preventative care services. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

HMO

For employees in the HMO, effective July 1, 2014 the following will apply:

- A \$20.00 co-payment for office visits will be required.
- The annual out-of-pocket expense limit is \$1,500.00 per individual and a maximum of \$3,000.00 per family.

- A \$50.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

For employees in the HMO, effective January 1, 2015, the following change will apply:

- The co-payment for the emergency room will increase from \$50 to \$100. The co-payment will continue to be waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

Employees who are covered under either the PPO or HMO plan will receive prescription drug coverage according to the following schedule effective July 1, 2014:

Retail Card

Based on a 30-day supply.

	<u>Co-payment</u>
Generic	\$ 9.00
Formulary	\$25.00
Non-Formulary	\$45.00

Mail Order

Employees may obtain up to a 90-day supply of maintenance drugs. Employees are strongly encouraged to use mail order for maintenance drugs.

	<u>Co-payment</u>
Generic	\$18.00
Formulary	\$50.00
Non-Formulary	\$90.00

The formularies are determined by the pharmacy benefits manager and the mail order provider, and are not subject to notice of changes or approval of such changes by the District.

For employees with prescription drug coverage, effective January 1, 2015, the following will apply:

- A fourth tier of drugs will be added to the retail benefit schedule for specialty medications. The “Specialty” tier will have a co-payment of \$100.00.
- The annual out-of-pocket expense limit for prescription drugs is \$1,000.00 per individual, \$2,000.00 for Employee + 1 and a maximum of \$2,700.00 per family.

B. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Local Union 9.

C. Employees will have the choice of the comprehensive major medical program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.

D. Where both husband and wife are employed by the District, the choices for health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependant (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.

E. During the term of this Agreement if some form of federally mandated health reform is instituted which has a mandated impact on the health care program provided in this Agreement, the District or the Union may reopen the Agreement for health insurance only by written notice to the other party within sixty (60) days of the effective date of such legislation.

F. Employees will be covered by a vision plan. Coverage will be determined by the employee's coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this agreement, the benefits from this plan will include the following:

Eye Examination	Once every 12 months
Frames	Once every 24 months
Standard Plastic Lenses	Once every 12 months
or	
Contact Lenses	Once every 12 months

The benefits provided and co-payments for in-network and out-of-network services are as defined by the vision plan provider, and will not be diminished during the term of this agreement provided the same services are available in the marketplace.

2. LIFE INSURANCE

A. The District shall provide each full-time employee covered by this Agreement with a paid \$20,000 group term life policy.

B. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. DENTAL INSURANCE

A. Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted

24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending March 31st of each year.

B. The District retains the right to select an insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.

4. LABOR MANAGEMENT COMMITTEE ON HEALTH CARE

The District and the unions representing District employees shall establish a "Labor Management Committee on Health Care." The Committee shall consist of staff from the District's Labor and Employee Relations Section, the Compensation and Benefits Section, including the District's Compensation and Benefits Manager or his/her designee, the Risk Manager, and other District Representatives designated by the Labor Negotiator and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor the performance of the District's health care plan and to discuss ways to improve plan operation and administration on an ongoing basis, including but not limited to such items as:

- alternative funding options,
- the prescription drug plan and the mail order program,
- the methodology of computing employee contributions,
- revisions to the list of providers participating in the hospital PPO.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Labor Management Committee on Health Care (Committee) to identify specific health care cost management opportunities. If the Committee mutually determines that certain cost management options are worthy of serious consideration, the District's staff may so advise the Executive Director. The Executive Director will determine if the recommended cost management options should be presented to the District's Board of Commissioners. If any item is recommended by the Committee and presented to the Executive Director for consideration and such item is not presented to the District's Board of Commissioners, the Executive Director shall provide a written response to the Committee as to the reason(s) for not presenting such recommendation to the Board of Commissioners. The District's Board of Commissioners must approve any recommended cost management option prior to implementation.

The Committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the plan.

SCHEDULE E

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. This policy will be implemented when comparable policies apply to all District employees.

B. Voluntary Treatment

The District and the Union strongly encourage employees to voluntarily make use of the Employee Assistance Program (EAP) for any alcohol, drug, or substance abuse problem. Employees may initiate counseling, referral and aftercare on a voluntary basis prior to a violation of this Drug and Alcohol Testing Policy. An employee will not be subject to disciplinary action for voluntarily seeking the assistance of the EAP for an alcohol, drug, or substance abuse problem(s). Enrollment in an EAP following a violation of this policy may not preclude discipline.

C. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.

1. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
2. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.

3. Employees must sign a consent form prior to testing. Failure to sign the consent form or to comply with testing, although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge.
4. Urine samples will be analyzed by a laboratory selected by the District and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
5. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be considered as a positive drug test, and a violation of this policy. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file.
6. At the time the urine sample is collected, the employee may request a split sample to be analyzed by an independent laboratory certified by SAMHSA. The independent laboratory must also maintain strict chain-of-custody procedures. The split sample testing requested by the employee will be at the employee's expense and subject to the same standards as the laboratory selected by the District.
7. Employees directed to take a breathalyzer alcohol test will also be required to complete a consent form prior to testing. Failure to complete the consent form or to comply with testing, although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge. Employees with a blood-alcohol content of .05 or greater will be considered in violation of this policy.

D. Action to be Taken for Employees in Violation of this Policy

Employees found to be under the influence of alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

Employees found to be in violation of this policy may be required to enter into a Stipulation of Facts and an Agreement with the District and the Civil Service Board as a condition of continued employment. That Agreement may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Agreement, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE F

FLEXIBLE SPENDING ACCOUNTS

Employees may voluntarily participate in establishing pre-tax flexible spending accounts for medical, dependent care, and/or transportation in accordance with federal Internal Revenue Code guidelines.

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are irrevocable for a one-year-period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan year is from July 1st through June 30th. Employees may carry over up to a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (June 30th). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

The effective date of each new plan year is July 1st. Employees may set aside an amount up to the maximum recommended by the District and approved by the Board of Commissioners for the medical spending accounts. Elections for dependent care spending accounts may be made up to the maximum amount allowed by the federal Internal Revenue Code.

Transportation Accounts (Mass Transit and Parking)

Initial participation or changes to the transportation accounts elections, both transit and parking, may be made at any time.

Transit and/or parking elections or changes become effective the first pay period following the election or change.

The minimum and maximum amounts will be administered in accordance with the federal Internal Revenue Code and related policies established by the District's Board of Commissioners.

Reimbursements for eligible expenses from the flexible spending accounts will be administered by a third party selected by the District. Disputes with the third party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1372, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. David St. Pierre, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Union of Operating Engineers, Local 399 (AFL-CIO)

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the International Union of Operating Engineers, Local 399, have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Operating Engineer I and Operating Engineer II. The District has been advised that this Agreement has been ratified by the membership of Local 399.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2014 through June 30, 2017.

It is recommended that the Board of Commissioners approve the Agreement between the District and the International Union of Operating Engineers, Local 399.

It is requested that the President, the Chairman of the Committee on Finance, the Chairman of the Committee on Labor and Industrial Relations, the Executive Director, the Clerk/Director of Finance and the Labor Negotiator be authorized and directed to execute said agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Typographical errors in this Agreement, not resulting in substantive changes to the contract language, may be corrected following approval by the Board of Commissioners.

Requested, Denice E. Korcal, Director of Human Resources, DEK:TJK:BB

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Cynthia M. Santos, Chairman Committee on Labor and Industrial Relations

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

***METROPOLITAN
WATER RECLAMATION DISTRICT
OF GREATER CHICAGO***

AGREEMENT WITH

***INTERNATIONAL UNION
OF
OPERATING ENGINEERS
LOCAL NO. 399, AFL-CIO***

JULY 1, 2014 - JUNE 30, 2017

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METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

AGREEMENT WITH

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 399
(AFL-CIO)

This Agreement, which includes attached Schedules A and B, and Appendix I, hereinafter referred to as the Agreement, is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the DISTRICT, and the International Union of Operating Engineers, Local No. 399, AFL-CIO, hereinafter referred to as the UNION, who now agree as follows: that both of the parties to this Agreement are desirous of continuing an amicable understanding with respect to the employer-employee relationship which exists between the parties and to enter into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and the parties further agree that the attached Schedules A and B, and Appendix I shall be incorporated into this Agreement.

SECTION 1. RECOGNITION

- A. The District recognizes the Union as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment, for all full-time employees in the Operating Engineer I and Operating Engineer II classes. Employees who have no permanent Civil Service status shall have no recourse to the grievance and arbitration procedure in the event of discharge.
- B. The District agrees that the duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement.

SECTION 2. MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules and regulations governing conduct and safety and the right to determine the methods, processes and means of operations, are vested exclusively in the District. The District in exercising these functions will not

discriminate against any employees because of his or her membership in the Union. The Union recognizes that the nature of the District's operations require some degree of flexibility in making work assignments to its employees so that it can meet emergencies.

B. OVERTIME

The District has the right to schedule and assign overtime work as required, in a manner most advantageous to the District and consistent with the requirements of municipal employment, public interest, and this Agreement.

C. CONTRACTING AND SUBCONTRACTING

The right of contracting and subcontracting is vested in the District.

D. LIMITATIONS UPON UNION ACTIVITY

Non-employee union representatives will be granted access to District premises only for the purpose of representing the interests of a Union member. The representative shall obtain prior approval from the Head of the facility for such access. The Union designated Plant Steward will be authorized to handle Union problems on District time. The Union will inform the District of the names of the designated stewards.

SECTION 3. DUES CHECK-OFF AND FAIR SHARE

- A. All employees covered by this agreement shall become members of the Union. Any present employees who are not members of the Union and all employees hired thereafter shall become and remain members of the Union on the 31st day following the effective date of this agreement or the date of this agreement, whichever is later. Employees covered by this agreement who choose not to become members of the Union shall be required, on the 31st day following the effective date of this agreement or the date of this agreement, or their actual District start date, whichever is later, to pay a fair share of the cost of the collective bargaining process and contract administration.
- B. The District, upon receipt of a proper authorization card, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the President of the Union, and shall remit such deductions on a monthly basis to the President of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- C. It is further agreed that the District shall deduct from non-member employee's earnings a monthly fair share amount as certified by the President of the Union and shall remit such

deductions to the President of the Union at the same time that the dues check-off is remitted. The Union's procedure for establishing, explaining and challenging this fee, including notice to employees and the District, shall meet all legal requirements. It is understood that the amount of deduction from non-member bargaining unit employee's earnings will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours, and conditions of employment.

- D. With respect to a non-member employee who declines to pay the fair share fee based solely upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, the District shall deduct an amount equal to his or her fair share fee and pay same to a nonreligious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the organization, the Illinois Local Labor Relations Board may establish an approved list of charitable organizations to one of which such payment shall be made.
- E. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to Local 399 shall be done electronically. Local 399 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to Local 399. Local 399 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

SECTION 4. WAGES

The District will pay an hourly rate of wages to the employees covered by this Agreement as specified below. During the term of the Agreement, the Union will not request the District to pay more than the hourly rate specified and the District will not pay less than the hourly rate specified.

Hourly rates of wages in effect for dates specified:

	Hourly Rate 3.0% Effective <u>07/01/14</u>	Hourly Rate 3.0% Effective <u>07/01/15</u>	Hourly Rate 3.0% Effective <u>07/01/16</u>
<u>POSITION CLASSIFICATION</u>			
Operating Engineer I	\$45.10	\$46.45	\$47.84
Operating Engineer II	\$46.73	\$48.13	\$49.57

SECTION 5. WORK WEEK

As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

Employees must clock in and out at their designated Biometric Time Terminal, unless authorized by management to use an alternate terminal or device. Employees must only clock in and out for themselves and are not authorized to clock in or out for any other employee.

Non-shift employees at plant locations must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out, no earlier than 15 minutes before the end of their scheduled workday and no later than 15 minutes after the end of their scheduled workday.

Shift employees must clock in no earlier than 15 minutes prior to the start of their scheduled work shift; and must clock out, no later than 15 minutes after the end of their scheduled work shift, if properly relieved.

Employees failing to clock in or out within the prescribed time limits or failing to use their designated Biometric Time Terminal shall be subject to disciplinary action.

Employees who clock in after the start of their scheduled workday or shift shall be considered late and subject to disciplinary action and will be docked for the time absent according to the following:

<u>Minutes Late</u>	<u>Time Deducted</u>
1 to 15 minutes	0 minutes
16 to 22 minutes	15 minutes
23 to 30 minutes	30 minutes
Etc.	Etc.

Management may approve requests for employees to use their own time to cover the time deducted for being tardy. Employees found to be abusing this privilege will be provided with notice that paid time off will not be allowed to cover future tardiness. Employees may be subject to disciplinary action for additional instances of tardiness.

The District and the Union recognize that historically there have been some exceptions to the hours of work specified in this section. For the term of this Agreement, such historical exceptions shall continue. Any other variations of the hours of work specified in the Agreement must be mutually agreed upon by the District and the Union.

- A. For some positions the work week shall consist of five continuous days of eight hours each, beginning on Monday and ending on Friday. The seven-day period for payroll purposes for non-shift employees shall commence at 12:01 a.m. each Monday morning and end at 12:00 midnight each Sunday evening. Employees unable to report for work must notify their immediate supervisor not later than one-half hour after starting time of their inability to report for work.

- B. For shift positions requiring a seven-day continuous operation, the work week will consist of a non-rotating shift schedule with rotating days off as described in the Non-Rotating Shift Schedule in Appendix I.

The seven-day period for payroll purposes for shift employees shall commence at 10:30 p.m. each Sunday evening. All employees required to work on continuous seven-day service shall make their reliefs at 6:30 a.m., 2:30 p.m., and 10:30 p.m. Shift employees unable to report for work must notify the shift supervisor or the shift supervisor's designee on duty of their inability to report not less than one (1) hour before the start of their shift, except in emergencies beyond the employees' control which the circumstances at the time can alone determine.

Proper relief is considered to be the employee has signed in, is dressed in work clothes, and is at the work site at the designated start of his/her shift.

- C. In those shift positions in which continuous seven (7) day service is required, Saturdays and Sundays shall be considered regular working days.
- D. Non-shift employees will have a normal workday which begins at 7:00 a.m. and ends at 3:30 p.m., unless otherwise stated in this Agreement. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise. Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch.
- E. For employees working on shift, no mealtime will be allowed as part of the eight (8) hour shift, but lunch may be eaten at their work stations when and if conditions permit.
- F. All employees shall report to their work stations in working clothes. Any employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.
- G. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.
- H. No shift employee is subject to work more than two (2) shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen (16) hours.

Shift positions may be left unmanned if the designated employee is absent. It will be the responsibility of the plant Chief Operating Engineer or the Assistant Chief Operating Engineer, or in their absence, their designee, to determine whether the position may be safely left unmanned based on operational needs which the circumstances at the time alone can determine.

When a position is left unmanned the District will not assign any duties of the position which traditionally and historically have been assigned to employees of the bargaining unit to non-bargaining unit employees.

Effective after the signing of this agreement, in the event that a grievance is filed due to a position being left unmanned under this provision, such grievance shall be escalated to Step III of the grievance procedure. If two separate grievances are filed during the term of this agreement involving two distinct dates for the same position because it was not staffed and leaving it unstaffed caused an unsafe condition to occur, and if the grievances are both upheld, then the position that was subject to the grievance shall be staffed in the future. This position shall be staffed until such position is no longer budgeted or the duties of that position have changed due to operational or other needs.

SECTION 6. OVERTIME

- A. All hours worked over 40 in a continuous seven-day period as specified in Section 5 of this Agreement will be compensated at 1-1/2 times the hourly rate in effect for each classification. All hours worked in excess of 8 hours per day shall be compensated at 1-1/2 times the hourly rate in effect for each classification.

If a shift employee is scheduled to work six days in a work week, overtime compensation for the sixth day will be paid providing the employee has worked the other five days within that particular work week. Time off with pay, i.e., sick allowance, vacation, or holiday used, will not count as hours worked in determining eligibility for overtime compensation during scheduled six-day weeks.

If an employee is required to work a double shift, he/she shall be compensated at 1-1/2 times the rate in effect for the second shift worked.

If a day employee is called into work on a scheduled day off, he/she shall be compensated at 1-1/2 times the rate in effect for hours worked on that particular day.

Time off with pay, i.e., sick allowance, personal leave, vacation or holiday earned credit shall be considered time worked for the purpose of computing overtime unless stated otherwise in this Agreement.

- B. No overtime will be allowed for travel time that is an extension of a regular working day continuing after quitting time. Overtime will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. For employees working such unscheduled overtime, reasonable travel time will be compensated at the rate of one and one-half times the hourly rate for each hour traveled.
- C. If an employee is called to report for work at an unscheduled time requiring an extra trip, he/she shall be compensated at the rate of 1-1/2 times the hourly rate for each hour

worked with a minimum of four (4) hours. Reasonable travel time will be compensated at the rate of 1-1/2 times the hourly rate for each hour traveled.

- D. Employees working a double shift will not be allowed to leave the plant grounds for supper; food delivery services should be used whenever possible.
- E. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted provided the approval of the supervisor in charge is received in advance.
- F. Shift employees who actually work on holidays shall receive one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight (8) hours "holiday earned." All "holiday earned" time in excess of 100 hours must be used before the end of the next quarter. An employee who fails to request required "holiday earned" time off by the end of the next quarter will be assigned a date(s) upon which to take such time off.
- G. When an employee works a double shift on a scheduled holiday, such employee shall be compensated for his/her own shift and at one and one-half times the hourly rate for the second shift plus eight hours "holiday earned" time.

Employees working in an acting capacity on a holiday will receive acting pay for the holiday and additionally shall receive acting pay for the holiday earned.

- H. A shift employee who does not report for his/her regular shift on a scheduled holiday, shall be coded "absent, no pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "holiday" provided he/she is able to substantiate upon return to work that he/she was, in fact, sick.
- I. In the event of a "short change over" (less than 12 hours between working shifts), overtime compensation will be paid at 1-1/2 times the hourly rate. When an employee is assigned to work a "double shift," such assignment will not result in a "short change over."
- J. In the case where an employee is requested to report to the Main Office on his/her regular day off, he/she shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate for every one hour spent on District business.
- K. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.
- L. Employees who work overtime will have the option of substituting two (2) hours of compensatory time for the one and one half (1-1/2) times the hourly rate as overtime compensation if approved by the supervisor. The option will be made on the day the work

is performed, and so coded on the daily timesheet. No change will be allowed following coding by the supervisor.

Compensatory time off shall be scheduled with the approval of the supervisor. Compensatory time must be taken off before the end of the calendar quarter following the quarter in which the compensatory time was earned. Where necessary, a supervisor may schedule an employee to be off on compensatory time in order to meet this requirement. The maximum accrual for compensatory time is 240 hours.

The option of choosing compensatory time will not apply to premium time described in Section 6F or to overtime that is a part of the regular shift schedule.

- M. If an employee is scheduled for overtime and required to report to the Main Office Complex to meet with the Law Department on the employee's regular day off or outside the employee's normal working hours, such employee will be compensated at the rate of 1-1/2 times the hourly rate for each hour traveled and time spent meeting with the Law Department.

SECTION 7. HOLIDAYS

- A. Time off with pay shall be granted to full-time employees on the following holidays:

New Year's Day
 Martin Luther King Day
 Lincoln's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day
 Three (3) Optional Holidays

- B. A holiday is one which is recognized regardless of the day of the week on which it falls. A holiday falling on a Saturday will be observed on the preceding Friday; one which falls on a Sunday will be observed on the following Monday. For shift employees scheduled to work on a holiday, the actual day of the holiday shall be coded as "holiday" for pay purposes. Shift employees who actually work on the holiday shall receive the following as holiday pay: one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited eight (8) hours "holiday earned" for that day. For shift employees, the Martin Luther King Day holiday will be observed on the third Monday in January, the President's Day holiday will be observed on the third Monday in February,

the Memorial Day holiday will be observed on the last Monday in May, and the Labor Day holiday will be observed on the first Monday in September.

- C. Employees hired after June 30th in any calendar year will receive the third Optional Holiday the following January 1. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor.
- D. An employee not scheduled to work on a holiday is eligible for holiday pay, in accordance with the Agreement, provided the employee works or has an excused absence on the last regularly scheduled workday preceding and the first scheduled workday following the holiday. An excused absence is considered time-off-with-pay, but does not include ordinary or duty disability, FMLA absences without pay, or other leaves of absence without pay. Employees reinstated from ordinary or duty disability on the holiday will be eligible for holiday pay, provided it is their next scheduled work day.
- E. Any day declared by the Board of Commissioners to be a holiday not listed above shall automatically be considered a holiday under this Agreement. Shift employees who actually work on a holiday are entitled to holiday pay as described above.

ADDITIONAL HOLIDAY

Employees will be given the choice of one additional holiday during the holiday season based on the following choices:

For 2014, the additional holiday options are:

Wednesday, November 26, 2014, or Friday, November 28, 2014, or Wednesday, December 24, 2014, or Friday, December 26, 2014, or Wednesday, December 31, 2014, or Friday, January 2, 2015.

For 2015, the additional holiday options are:

Wednesday, November 25, 2015, or Friday, November 27, 2015, or Thursday, December 24, 2015, or Monday, December 28, 2015, or Thursday, December 31, 2015, or Monday, January 4, 2016.

For 2016, the additional holiday options are:

Wednesday, November 23, 2016, or Friday, November 25, 2016, or Friday, December 23, 2016, or Tuesday, December 27, 2016, or Friday, December 30, 2016, or Tuesday, January 3, 2017.

The proper timesheet coding for regular day (non-shift) employees to use for this additional holiday is Code 0030, Holiday.

Shift employees will receive holiday pay for Christmas and New Year's Day in accordance with the holiday schedule above. Shift employees scheduled to work on the six designated days for that particular year, and who actually work on all six of those days designated are entitled to holiday pay (eight hours Holiday Earned and four hours

Overtime Pay Straight Time) for one day only in accordance with past practice. If a shift employee has a regular day off on one or more of the designated days, and works as scheduled on the other designated days, the employee will earn eight hours of Holiday Earned for one day only. This eight hours of Holiday Earned would be received on the date that is given as the last choice of possible additional holidays. If a shift employee has an approved day off (vacation, holiday used, compensatory time, or optional holiday) on any of the designated days, that employee will be coded "Holiday," Code 0030, for a previously scheduled day off. The previously scheduled day off will be rescheduled for another date with the approval of the supervisor. Employees may not receive holiday pay or holiday earned for more than one day.

- F. A shift employee who schedules or calls in to request FMLA on a holiday shall be coded "FMLA Absence" and "Holiday" provided that such employee has been granted and is using FMLA leave in accordance with the Family and Medical Leave Act Directive in effect at the time the leave is being requested.

SECTION 8. VACATIONS

- A. All full-time employees shall be entitled to the following weeks of vacations:

First five (5) years of service - ten (10) working days

Next ten (10) years of service - fifteen (15) working days

Next ten (10) years of service - twenty (20) working days

After twenty-five (25) years of service - twenty-five (25) working days

Employees must have completed five (5), fifteen (15), or twenty-five (25) years of service with the District before June 30 in order to qualify for the three (3), four (4), or five (5) week vacation respectively, within that calendar year. If the service anniversary date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

- B. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules shall be developed before January 31st of the vacation year. In choosing vacation periods, all employees covered by this Agreement will be considered as a single group at each work location for scheduling purposes. Vacations will be scheduled within each such work group. For vacation scheduling purposes, a single group of Operating Engineers I and Operating Engineers II will pick vacations based on their Operating Engineer I start date in class, with the following exception: employees without an Operating Engineer I start date in class will use the Operating Engineer II start date in class when picking vacations. Scheduling of vacation time that has been credited to any employee who has rendered service in accordance with paragraph H of this section will be done after scheduling of all

vacation time that resulted only from District service. In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his/her vacation during any other time of the year that he/she may request, provided that it meets with the approval of his/her supervisor.

- C. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. In such cases vacation credit may be carried over to the following year with Department approval.

When the final week of the year begins in December of the current year but carries over into January of the following year, an employee may use current-year accrued vacation time in order to complete his/her one-week vacation pick (five days, Monday through Sunday) during the week that spans the current and following year. The use of vacation time in this way is subject to the provisions of Paragraph K. of this section, and prior supervisory approval.

- D. When an employee who has earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.
- E. When an authorized holiday falls within an employee's vacation period, he/she shall be paid for the holiday (Code 0030) and allowed to use the extra vacation day at a later date, with the approval of the immediate supervisor.
- F. Normally vacation time should be taken in periods of one (1) week (5 working days), at a minimum.
- G. New employees will earn a regular vacation of ten (10) working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten (10) working days in each calendar year during the first five years of service. A new employee may use half of the above vacation time (5 working days) after six (6) months of District service, provided such employee receives the approval of his/her immediate supervisor.
- H. Any employee who has rendered service as an employee to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

Employees of the District must have at least one (1) calendar year's employment with the District before being entitled to vacation credit for prior service with the above other specified governments. The year of service with the District must be completed by June 30.

- I. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.
- J. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

For employees on duty disability, vacation benefits will accumulate commencing from the date of disability for a maximum of two, three, four or five weeks based on the employee's vacation eligibility at the time the employee becomes disabled. Vacation benefits will not accumulate after an employee has been absent on duty disability for more than twelve continuous months. When an employee returns to work after being on duty disability, works for less than one year, then returns to duty disability, the periods of disability shall be combined and considered to be one continuous period of disability. This shall not affect the accumulation of vacation benefits during periods that an employee works.

- K. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as specified above), shall be allowed vacation during the months of January and December.

SECTION 9. JURY DUTY

Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

SECTION 10. BEREAVEMENT PAY

Leave with pay will be allowed for employees to attend services resulting from a death in the immediate family, not to exceed three working days, including the day of the services. Such leave shall apply to the death of husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, stepparents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the employee. Bereavement leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for

Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

SECTION 11. PERSONAL LEAVE

Employees will, at their request, be granted a maximum of three (3) days for personal leave in any calendar year as long as they have accumulated sick leave credit at least in the amount of the personal leave time requested. Personal leave must be used in units of not less than one (1) day. However, with the approval of their supervisor, employees will be permitted to take personal leave in half-day (1/2) units. Beginning October 1, 1994, employees will be permitted, with the approval of their supervisor, to take personal leave in less than half-day (1/2) units. Personal leave shall not be accumulated from one calendar year to the next. Whenever possible, such leave shall be scheduled with the prior approval of the employee's supervisor, except that prior approval must be obtained for personal leave on a holiday, the workday preceding a holiday, vacation, compensatory time, or holiday used day, and/or the workday following a holiday, vacation, compensatory time, or holiday used day. While such leave shall not be considered sick leave, it will be charged against the employee's accumulated sick leave. However, if an employee can adequately document for supervisory approval an emergency on any one of the days listed above, personal leave will be allowed.

Shift employees unable to report for work and requesting to use personal leave must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employee's control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.

SECTION 12. SICK LEAVE

- A. Sick leave credit shall commence after the first month of employment for full-time employees and shall continue to accumulate at the rate of one (1) day for each month of service for the first year and fifteen (15) days per year thereafter. There is no maximum sick leave balance. No employee will be eligible for sick leave with pay until the first month of employment is completed.
- B. Sick leave will continue to accumulate during the period that the employee is off due to sickness.
- C. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

Sick leave benefits will accumulate while an employee is on duty disability. No employee on duty disability shall accumulate more than 120 workdays of sick leave credit.

If the Board of Commissioners of the District orders modification of Work Rule 1.304 during the term of this Agreement, the terms of the new Work Rule will supersede the first two paragraphs of Section 12, Paragraph C.

- D. Employees reinstated to the District's service within one (1) year following resignation will be credited with any unused sick leave accumulated during prior service. Employees must have at least one (1) year's service following reinstatement before being entitled to such credit.
- E. If an employee has been absent, due to sickness, the immediate supervisor may require a Doctor's Certificate to verify the illness. Such requirement must be reasonable.

A doctor's certificate shall be defined as one on the doctor's or health care facility's note form or stationery and signed by a doctor or health care professional, and shall include the doctor's or health care professional's name, the patient's name, the date of the visit, the period of the illness, and the date the employee is expected to return to work.

- F. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

G. ANNUAL SICK LEAVE PAYOUT

Employees with a District start date prior to November 2, 1994 who are eligible to accumulate sick leave credits, shall receive on or about the first day of December in each year a cash payment of 33-1/3 percent of the unused portion of sick leave credits accumulated by the employee as of November 1 in excess of 120 sick leave days, up to a maximum of five (5) days' pay earned (15 sick leave days) in any one year.

Employees with a District start date prior to November 2, 1994 shall be paid for such percentage of the sick leave accumulation at the rate of pay which the employee was receiving on November 1 of the year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

For employees with a District start date on or after November 2, 1994 there will be no cash payment for any unused accumulated sick leave on an annual basis.

SICK LEAVE PAYOUT AT SEPARATION

When an employee with a District start date prior to November 2, 1994 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 60 days' pay. The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

When an employee with a District start date of November 2, 1994 through December 31, 2011 separates from the District for reasons other than discharge, such employees shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance for either the amount of sick leave accumulated through December 31, 2011, or the amount of sick leave the employee has at the time of separation, whichever is lesser, but in no instance shall the amount of accumulated sick leave eligible for payout be greater than 120 days. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation to a maximum of 60 days' pay.

For employees with a District start date of January 1, 2012 or later, upon separation for reasons other than discharge, the employee will receive a payment for 50 percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 15 days' pay. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation.

- H. Shift employees unable to report for work because of sickness must notify the shift supervisor on duty of their inability to report, not less than one (1) hour before starting time except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.
- I. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

SECTION 13. TERMINATION PAY

Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service
- Two days' pay for each of the next five years of service.

The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

Employees of the District with a District start date of November 2, 1994 through December 31, 2011, and who have completed five or more years of actual service to the District shall receive, upon final separation from that service for reasons other than discharge, termination pay of a minimum of one day's pay to a maximum of thirty (30) days' pay at the rate of pay the employee was receiving at the time of separation, and subject to the additional conditions set forth herein, in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service
- Two days' pay for each of the next five years of service.

Employees with a District start date of November 2, 1994 through December 31, 2011 will not be eligible for and will not be paid for any termination pay pursuant to the above schedule for any years of service beyond December 31, 2011.

Employees hired after December 31, 2011, shall not be eligible for termination pay upon separation from District service.

SECTION 14. TRANSFERS IN SAME CLASS

These procedures will apply to all transfers between sections and between shifts within a section but specifically do not apply to work assignments within a shift or budgetary section, or to regular day positions.

- A. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for Transfer" form.
- B. The request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.
- C. Whenever a vacancy occurs, an attempt will be made to fill such vacancy by transfer at the request of a present employee. An employee on Duty Disability with a valid transfer request will be considered for transfer if he/she has an established return to work date and the department has determined that the position can remain vacant until that established return to work date. Except as hereinafter provided, all such transfers will be made in accordance with seniority as defined in Section 15, unless, the employee has been suspended pending discharge. If the employee is reinstated following such suspension, the employee would not be eligible for transfer for twelve months following reinstatement. A reinstated employee in a # designated position may be involuntarily transferred if the work the employee was doing no longer exists.

- D. A probationary employee may submit a request for a transfer, but shall not normally be considered for actual transfer until after final completion of the probationary period.
- E. A provisional employee may submit a request for transfer that shall not normally be considered for actual transfer until similar requests from employees with civil service status and probationary civil service employees have been satisfied.
- F. Unless otherwise stated in this section, any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- G. The Human Resources Department will establish suitable rosters of all requests for transfer into, and out of, each section. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

During the week following January 1st, April 1st, July 1st, and October 1st of each year, a transfer roster will be transmitted to appropriate supervisory personnel at the employee's work location and made available for reasonable examination.

After an official electronic format for transfers has been implemented and operating for six months, the District will notify the Union by mail that it will no longer publish a quarterly transfer roster.

- H. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until the request is satisfied, or the employee submits a written authorization to withdraw the requests.
- I. Effective July 1, 1998, there will be no transfer waivers. The most senior employee with a valid transfer request will be transferred in accordance with Section 14, Paragraph C.
- J. Processing Transfer Requests and Withdrawals

A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is received and entered, and 5.) a copy of the form(s) indicating that the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire, if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

Time Limits for Withdrawals

A written authorization to withdraw a transfer request must be submitted on the Transfer Request Withdrawal Form, and received and processed by the Human Resources Department prior to notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

As soon as practical upon execution of this Agreement, employees will enter a request for transfer or a request to withdraw a transfer through an official electronic format. A request for transfer or a request to withdraw a transfer are to be deemed valid only after 1.) the form for such request(s) has been entered into an official electronic format, and 2.) the request(s) is reviewed and approved by the Human Resources Department and notification of the request is sent to the employee and supervisor. If the employee has not received notification within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire, if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

A written authorization to withdraw a transfer request must be entered into the official electronic format and received and processed by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

- K. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.
- L. If a vacancy occurs that the District desires to fill, the District will attempt to fill that vacancy as soon as possible in accordance with the District's Personnel Rules. Additionally, upon request, the District and Union will meet and discuss the filling of any vacancy.

If said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2" or "(AC)" where the employee's job duties are no longer required will occur. If an employee returned to work from ordinary disability or a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the employee in the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2" or "AC".

- M. Employees subject to involuntary transfer because of positions designated "#1", "#2", "(AC)" or "108" in their budgetary section will be considered involuntarily transferred when the employee is transferred to a position where there was no transfer request on file

for that employee to transfer to that position. Such employee will not be subject to the six month waiting provision in Section 14, Paragraph K for the purpose of any transfer.

Any involuntarily transferred employee as described above may submit a transfer request immediately for a position to return to the location and shift the employee was transferred from and the 30 day and six month restrictions as provided in Section 14, Paragraphs F and K respectively, will not apply. The involuntarily transferred employee who has submitted a transfer request will be the first employee eligible for such transfer to return to the location and shift the employee was transferred from for a period of eighteen months from the effective date of the involuntary transfer.

- N. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability, for three (3) months or Duty Disability for five (5) months or until Sick Leave is exhausted, whichever time period is less.

An employee who has been continuously Absent Without Leave (AWOL) will not be vacated from his/her position until he/she has been AWOL for three (3) months.

- O. Employees may be temporarily reassigned pending completion of an investigation as outlined below. The temporary reassignment will continue until a determination is made regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

Employees may ultimately be transferred in the best interest of the District and the employee(s) if the District substantiates the allegations and disciplinary action short of discharge or disciplinary action short of discharge by the Civil Service Board has been taken in accordance with the following:

- Administrative Procedure 10.27.0, Rules for Employee Conduct
- Administrative Procedure 10.40.0, Workplace Violence
- Administrative Procedure 10.5.0, Anti-Harassment, Anti-Discrimination, Anti-Retaliation Policies and Reporting Procedures

In these instances, the District will notify Local No. 399 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

Employees who are transferred in accordance with the above language as a result of their actions based on the allegations, investigation and subsequent discipline shall not be eligible for a voluntary transfer for a period of two years. Such employee shall forfeit their seniority rights for transfer purposes only and be considered first (least senior) for

an involuntary transfer if such employee is in a section with budgetary designations of “#1”, “ #2,” or “AC,” unless it is not in the District’s best interest to do so. Such employee’s seniority for transfer purposes will be the date the employee is transferred from their current section following disciplinary action.

Employees who are involuntarily transferred in accordance with the above language and who were not a party to the allegations, investigation or subsequent discipline based on the incident, which resulted in their involuntary transfer, may submit a transfer request immediately to return to the location and shift the employee was transferred from and the six month and 30 day restriction will not apply. The involuntarily transferred employee who has submitted a transfer request will be the first employee eligible for such transfer to return to the location and shift the employee was transferred from, if such transfer does not require the waiver of a crosshatch.

Any updates or new Administrative Procedures issued regarding the topics above during the term of this Agreement will be included for the purpose of a temporary reassignment, and/or transfer.

SECTION 15. SENIORITY

- A. Seniority shall be measured by continuous service in the classification in which the employee is employed at the time seniority is determined. Seniority shall continue while an employee is on leave of absence on account of sickness or injury, which is compensable under the Occupational Diseases Act or the Worker's Compensation Act. An employee returning to service from ordinary disability, layoff, or duty disability not compensated under the above-stated statutes shall retain seniority credit for all prior service in the classification.

When one or more but less than all the employees occupying the positions in a single classification are to be laid off, such employees shall be laid off in the order of lowest seniority.

- B. An employee who requests and is approved for a leave of absence to work for the subcontractor who will operate the 150 Dry Tons/Day Bio-Solids Processing Facility at the Stickney Water Reclamation Plant will retain his or her seniority at the time the employee left the District, provided the employee returns to work for the District directly from the Bio-Solids Processing Facility at the Stickney Water Reclamation Plant. The employee has to re-apply and must be approved for his or her continued leave of absence on an annual basis. If the employee chooses to return to the District, he or she will be assigned to an existing vacancy in the same classification. If no vacancy exists, the employee will be placed on the reemployment list, but shall not be subject to a civil service examination for the position which the employee had attained civil service status.

SECTION 16. AUTO, MEAL AND OTHER ALLOWANCES

- A. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated at the rate established as District policy by the Director of Finance/Clerk for all such miles. Travel claims are subject to audit.
- B. Any employee requested by the Plant, Section or Department Head to report to the Main Office or another District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.
- C. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$8.00 for meal compensation after completing the twelfth consecutive hour of work. Mealtime periods shall not exceed one (1) hour in time, when and if conditions permit.
- D. The District will reimburse employees for safety boots and safety glasses at a rate to be determined by the Risk Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$50.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$64.00.

Effective January 1, 2015, the rate of reimbursement for safety shoes/boots purchased from the District contracted vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

SECTION 17. INSURANCE

A. Health Insurance

The District shall provide health insurance coverage to the employee or dependents, either single, employee plus one dependent, or family plan as appropriate to regular full-time employees. Health Insurance coverage also includes domestic partners in accordance with Administrative Procedure 10.3.0, and civil union partners in accordance with Administrative Procedure 10.43.0. Domestic partner or civil union partner eligibility may be redefined in any updated or new Administrative Procedure. Employee

contributions will be based on a percentage of the actual claims cost for single, employee plus one dependent, or family coverage, and deducted 24 pay periods per year.

Effective July 1, 2014, costs for employees in the health maintenance organization (HMO) program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the HMO will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2015.

Effective July 1, 2016, costs for employees in the HMO program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2016.

Effective July 1, 2014, costs for employees in the comprehensive major medical program (PPO) will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the PPO will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2015.

Effective July 1, 2016, costs for employees in the PPO program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2016.

The pre-tax employee contributions effective July 1, 2014, for each of the 24 pay periods shall be as follows:

	<u>Single</u>	<u>Employee + 1</u>	<u>Family</u>
HMO	\$26.45	\$52.90	\$92.57
PPO	\$41.24	\$82.48	\$144.34

The Union will cooperate with the District in developing programs to contain the cost of health care.

Prior to July 1 of each calendar year all employees will have the option of selecting HMO or PPO coverage.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the District. All benefits are subject to the provisions of the policies between the District and the insurance company but will not be diminished during the term of this Agreement.

PPO

The penalty for failure to call for preadmission approval prior to an inpatient hospital stay under the PPO is \$350.00.

For employees in the PPO, effective July 1, 2014 the following will apply:

- The annual deductible will be \$300.00 per individual, the annual deductible for Employee + 1 will be \$600.00 and the maximum annual deductible per family will be \$900.00.
- Coinsurance will be 85% of eligible charges after the annual deductible has been met.
- A \$100.00 co-payment for the emergency room per visit will be required. The co-payment is waived if the patient is admitted from the emergency room.
- A Prescription Drug Step Therapy and Prior Authorization program will be utilized.
- The annual out-of-pocket expense limit is \$1,500.00 per individual, \$3,000.00 for Employee + 1 and a maximum of \$4,000.00 per family for in-network providers. The annual out-of-pocket expense limit is \$3,000.00 per individual, \$6,000.00 for Employee + 1 and a maximum of \$9,000.00 per family for out-of-network providers.
- Coverage for outpatient surgery will be as follows:

In-network (PPO)	85%
Out-of-network	70% of Usual and Customary

For employees in the PPO, effective January 1, 2016, the following change will apply:

- The annual deductible will increase from \$300.00 to \$350.00 per individual, the annual deductible for Employee + 1 will increase from \$600.00 to \$700.00 and the maximum annual deductible per family will increase from \$900.00 to \$1,050.00.

The District offers a Wellness Benefit, including Preventative Care Services to all employees and eligible dependents enrolled in the Blue Cross Blue Shield Participating Provider Organization (PPO).

This benefit will encourage employees and eligible dependents to seek the preventative care and diagnostic services identified below with the goal of providing for the early diagnosis of illness which can be beneficial in controlling long term health care costs.

Wellness Benefit

- Routine Lab Work
- Routine X-rays
- Hearing Screenings
- Routine Sleep Study
- Routine EKG
- Routine Ovarian Cancer Lab/X-ray
- Routine Colorectal Lab/X-ray

The Wellness Benefit will be covered at 100% of the eligible charge and the annual deductible will not apply. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

Preventative Care Services

- Annual Routine Pap Smear
- Mammogram
- PSA and DRE
- Routine Physical Checkups (Adults)
- Routine Pediatric Checkups, Well Baby Care & Pre-school exams
- Immunizations
- Routine Bone Density Test
- Smoking Cessation Services
- Healthy Diet Counseling

The listed preventative care services including related office visits and physician fees, will be covered at 100% of the eligible charge. The annual deductible will not apply to the preventative care services. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

HMO

For employees in the HMO, effective July 1, 2014, the following will apply:

- A \$20.00 co-payment for office visits will be required.
- The annual out-of-pocket expense limit is \$1,500.00 per individual and a maximum of \$3,000.00 per family.

- A \$50.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

For employees in the HMO, effective January 1, 2015, the following change will apply:

- The co-payment for the emergency room will increase from \$50 to \$100. The co-payment will continue to be waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

Employees who are covered under either the PPO or HMO plan will receive prescription drug coverage according to the following schedule effective July 1, 2014:

Retail Card

Based on a 30-day supply.

	<u>Co-payment</u>
Generic	\$ 9.00
Formulary	\$25.00
Non-Formulary	\$45.00

Mail Order

Employees may obtain up to a 90-day supply of maintenance drugs. Employees are strongly encouraged to use mail order for maintenance drugs.

	<u>Co-payment</u>
Generic	\$18.00
Formulary	\$50.00
Non-Formulary	\$90.00

The formularies are determined by the pharmacy benefits manager and the mail order provider, and are not subject to notice of changes or approval of such changes by the District.

For employees with prescription drug coverage, effective January 1, 2015, the following will apply:

- A fourth tier of drugs will be added to the retail benefit schedule for specialty medications. The “Specialty” tier will have a co-payment of \$100.00.
- The annual out-of-pocket expense limit for prescription drugs is \$1,000.00 per individual, \$2,000.00 for Employee + 1 and a maximum of \$2,700.00 per family.

- b. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Union.
- c. Employees will have the choice of the comprehensive major medical program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.
- d. Where both husband and wife are employed by the District, the choices of health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.
- e. During the term of this Agreement if some form of federally mandated health care reform is instituted which has a mandated impact on the health care program provided in this Agreement, the District or the Union may reopen the Agreement for health insurance only by written notice to the other party within sixty (60) days of the effective date of such legislation.
- f. Employees will be covered by a vision plan. Coverage will be determined by the employee's coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this agreement, the benefits from this plan will include the following:

Eye Examination	Once every 12 months
Frames	Once every 24 months
Standard Plastic Lenses	Once every 12 months
or	
Contact Lenses	Once every 12 months

The benefits provided and co-payments for in-network and out-of-network services are as defined by the vision plan provider, and will not be diminished during the term of this agreement provided the same services are available in the marketplace.

B. Dental Insurance

- a. Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by

taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending March 31st of each year.

- b. The District retains the right to select insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.
- c. Where both husband and wife or other family members eligible under one (1) family coverage are employed by the District, the District shall pay for only one (1) family or two (2) single dental contracts.

C. Life Insurance

- a. The District shall provide each full-time employee covered by this Agreement with a paid twenty thousand dollar (\$20,000) group term life policy.
- b. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

D. Labor Management Committee on Health Care

The District and the unions representing District employees shall establish a "Labor Management Committee on Health Care." The Committee shall consist of staff from the District's Labor and Employee Relations Section, the Compensation and Benefits Section, including the District's Compensation and Benefits Manager or his/her designee, the Risk Manager, and other District Representatives designated by the Labor Negotiator and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor the performance of the District's health care plan and to discuss ways to improve plan operation and administration on an ongoing basis, including but not limited to such items as:

- alternative funding options,
- the prescription drug plan and the mail order program,
- the methodology of computing employee contributions,
- revisions to the list of providers participating in the hospital PPO.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Labor Management Committee on Health Care

(Committee) to identify specific health care cost management opportunities. If the Committee mutually determines that certain cost management options are worthy of serious consideration, the District's staff may so advise the Executive Director. The Executive Director will determine if the recommended cost management options should be presented to the District's Board of Commissioners. If any item is recommended by the Committee and presented to the Executive Director for consideration and such item is not presented to the District's Board of Commissioners, the Executive Director shall provide a written response to the Committee as to the reason(s) for not presenting such recommendation to the Board of Commissioners. The District's Board of Commissioners must approve any recommended cost management option prior to implementation.

The Committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the plan.

SECTION 18. GRIEVANCE PROCEDURE

Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both.

Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance.

- Step I
- A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven (7) calendar days of having knowledge of the event which gives rise to the grievance.

In the space provided, the employee will indicate what Section and part of the Agreement is alleged to have been violated and the requested remedy, and submit the form to his/her immediate supervisor.

- B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Union within seven (7) calendar days after receipt of the written complaint.

- Step II
- A. If the grievance is not settled at the first (1st) step, the Union representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head

within seven (7) calendar days after the date of receipt by the Union of the decision by the immediate supervisor.

- B. The Department Head or his/her designated representative will notify the employee in writing with a copy to the Union of his/her decision on Employee Problems Form Step II within seven (7) calendar days of receipt of the Step II form.

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II to the Director of Human Resources within seven (7) calendar days of receipt by the Union of the Department Head's decision.
- B. Within fourteen (14) calendar days of receipt by the Director of Human Resources of the Employee Problems Form Step III, the Director of Human Resources or his/her designee shall meet with the Union in an attempt to resolve said grievance, and the Director of Human Resources or his/her designee shall reply in writing to the employee or the Union within seven (7) calendar days of said meeting.
- C. If a grievance is not settled in the third (3rd) step, either the Union or the District may notify the other in writing, within ten (10) days of the receipt of the Step III decision, that they request final and binding arbitration.
- D. If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Union shall be considered to have waived the right to pursue the grievance. If a grievance is not appealed to the next Step within the specified time limit, it shall be considered settled on the basis of the Department's last answer. If the Department does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours, however every attempt will be made to schedule the hearing during the employee's regular work hours or

in close proximity to the start or end of the employee's regular shift on a day the employee is scheduled to work.

Employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration meetings.

SECTION 19. FINAL AND BINDING ARBITRATION

Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement, except, however, that the following subjects shall not be submitted nor subject to binding arbitration.

1. The elimination or discontinuance of any job where the tasks being performed on the job are no longer necessary, or where the Board of Commissioners through the budget process eliminates or discontinues jobs.
2. The elimination or discontinuance of any job, except as provided in the Management Rights section.
3. Any Pension matter.

The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and establishing wages, hours and conditions of employment as specifically set forth.

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The District and the Union will notify each other of the three names remaining on each list. The Director of Human Resources will then send a written request to each of the six named Arbitrators and ask him/her to serve on the Roster of Arbitrators. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. Payment of Arbitrator fees and expenses, including the cost of the transcription service, will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within 60 days of notice that a grievance is ready for arbitration and submit their decision within 60 days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators or later withdraws, the party which selected the Arbitrator will then contact other Arbitrators from the Roster of Arbitrators' list provided by the other party to obtain their agreement to be on the Roster of Arbitrators so that each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

These Arbitrators will then be listed in alphabetical order on a list retained by both the Director of Human Resources and the Union. As grievances become ready for arbitration, Arbitrators will be contacted in an alphabetical order to obtain an Arbitrator's commitment to arbitrate the respective grievances within the stated time limit.

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days from the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The Arbitrator's authority shall be limited to making a decision on the grievance in question which conforms with the terms of this Agreement. The Arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the District, and the employee.

Upon renewal of the Agreement, each party has the right to remove three Arbitrators from the Roster of Arbitrators and those removed Arbitrators shall be replaced with other Arbitrators selected from the ranks of the National Academy of Arbitrators, in accordance with the procedures given in this Section of the Agreement. Arbitrators will continue to be listed on the Roster of Arbitrators until removed in this manner.

SECTION 20. NO STRIKE-NO LOCKOUT

- A. During the term of this Agreement, neither the Union nor its agents or any employee covered by this Agreement for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.
- B. The Union agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Section, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees violating Section 20A to return to work.
- C. The District may discharge or discipline any employee who violates Section 20A and any employee who fails to carry out his/her responsibilities under Section 20B, and the Union will not resort to the Grievance Procedure on such employee's behalf.
- D. Union Action in Event of a Strike

Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, the Union, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

1. Advise the District in writing that the strike or stoppage has not been called or sanctioned by the Union. Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown or other interference with the District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.
 2. Provide copies of the following notice on Union letterhead to be posted on bulletin boards in the Plant and other District facilities: "We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."
- F. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Section.

SECTION 21. MISCELLANEOUS

- A. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as noncredit certificate classes in accordance with Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to tuition costs and mandatory fees levied on all students including laboratory fees.

A minimum grade of "C" will be required for reimbursement. For courses taken on a Pass/Fail basis, a "Pass" will be required. Employees that voluntarily separate from District service will be required to repay tuition reimbursement to the District as follows: 100% repayment for reimbursements made to the employee received within one (1) year of leaving District employment and 75% repayment for reimbursements made one (1) year to two (2) years of leaving District employment and 50% repayment for reimbursement made to the employee received between two (2) and three (3) years of leaving District employment.

District job related courses sponsored by Local No. 399 are eligible for tuition reimbursement.

Effective January 1, 2013, all employees shall be reimbursed for approved courses, at the rate of 75% of the tuition cost to a maximum reimbursement of \$10,000 per employee per calendar year in which the reimbursements were paid.

Any revisions to Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees during the term of this Agreement will be included for the purpose of determining tuition reimbursement eligibility.

- B. Warning notices will be removed from an employee's personnel record after 12 consecutive months from the issuance of said warning notice upon his/her written request, provided the employee does not receive any other disciplinary action(s) during the 12 months.
- C. Any employee working in an acting capacity as an Operating Engineer for more than thirty consecutive calendar days shall be subject to the provisions of Section 3 of this Agreement. Such dues or fair share deductions shall then be retroactive to the first day of the acting assignment.
- D. If an employee is temporarily assigned to perform the work of a higher rate classification covered by the collective bargaining agreement for a period of not less than one hour, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel. Acting assignments to classifications not covered by the collective bargaining agreement need not be made on the basis of seniority.
- E. The District will grant military leave in accordance with Illinois State and Federal laws.
- F. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following will apply:
 - 1. Full Day District Designated Facility Closure
 - a) Non-shift employees who are instructed not to report for work shall receive payroll code 0017 – Employee Benefit for the workday.
 - b) Non-shift employees who are not working due to a prescheduled paid day off will have their time sheet adjusted to reflect payroll code 0017 – Employee Benefit for the workday if work is not available to them due to their work location being closed.
 - c) Non-shift employees who are directed to report to work when their work location is closed shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees will be coded 0017 – Employee Benefit for any regularly scheduled hours not worked during their scheduled workday.
 - d) Shift employees who are scheduled to report to work and who are not able to report to work, or who are already off work on a prescheduled paid day off, will be allowed to use their own discretionary time to cover their absence.
 - e) Shift employees who are scheduled to report to work and report for work shall receive their regular compensation in addition to payroll code 0026 – Holiday Earned for the number of hours worked equal to the paid time

off received by non-shift employees in the bargaining unit at their assigned work location, up to a maximum of eight (8) hours holiday earned credit.

- f) Shift employees who are on a regular day off (payroll code 0048) or on a prescheduled paid day off and who are called in and report for work shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees shall also receive payroll code 0026 – Holiday Earned for all hours worked up to a maximum of eight (8) hours holiday earned credit.
- g) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.

2. Partial Day District Designated Facility Closure

- a) Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017 – Employee Benefit for the remaining hours of their workday.
- b) Non-shift employees who are off work on a pre-scheduled day off or who are not at work at the time when non-shift employees at their assigned location are released early are not eligible to receive payroll code 0017 – Employee Benefit.
- c) Non-shift employees who are required to work for the remainder of their workday after the District has released other employees for early dismissal at their assigned work location shall be compensated at 1-1/2 times their hourly rate for all hours worked for the remainder of their regular workday.
- d) Shift employees who are directed to remain at work for the remainder of their shift after the District has released non-shift employees at their assigned location shall receive their regular compensation in addition to being credited with the number of Holiday Earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- e) Shift employees working their entire shift on that workday shall be credited with the number of holiday earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- f) Shift employees working a double shift shall not receive more than 8 hours of holiday earned credit.

G. A request to use holiday earned time that has been previously approved will not be rescinded within 72 hours of the scheduled time off, except to meet operational emergencies.

- H. All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.
- I. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.
- J. The District and the unions representing District employees shall establish a “Labor Management Committee on the Return to Work Program.” The Committee shall consist of staff from the District’s Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor and enhance the performance of the District’s current Return to Work Program which includes:

- Computer based educational coursework and other educational training activities,
- Modified duty tasks within the employee’s traditional or historical union jurisdiction.

The committee will also discuss ways to improve the program on an ongoing basis, including but not limited to such items as:

- developing accident prevention strategies,
- identifying work assignments outside traditional jurisdictions,
- identifying appropriate training and safety awareness programs, and
- other issues that may arise during the implementation and administration of this program.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Committee to identify specific training opportunities and other solutions to improve the program.

The Committee is advisory only. It is intended to promote collaboration and discussion over the effectiveness of the Return to Work Program. It in no way diminishes the rights contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the program.

SECTION 22. SEPARABILITY AND NOTICE

A. AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved. Nothing in this Agreement shall prohibit the District from taking steps to comply with the requirements of the Americans with Disabilities Act.

B. NOTICES

All notices required under this Agreement shall be in writing and sent by the union to the District in triplicate to the following:

1. Executive Director
2. Director of Human Resources
3. Labor Negotiator

Notices sent by the District shall be mailed to the President of the International Union of Operating Engineers, Local No. 399, AFL-CIO. The District will notify the Union when any employees are hired or terminated in the classifications covered under this Agreement.

SECTION 23. AMENDMENTS AND ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or all past practices, oral or written not otherwise specifically enumerated in the Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may

not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, including the impact of the District's exercise of its rights as set forth herein on wages, hours, or terms and conditions of employment. This Agreement may only be amended during its term by the parties mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.

SECTION 24. DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2014 and shall continue in full force and effect through June 30, 2017 and from year to year thereafter unless at least 60 days prior to June 30, 2017 or at least 60 days prior to June 30 of any year thereafter, notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof which is mutually agreed by the parties, this Agreement shall expire on July 1 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.
- B. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement by 30 days prior to expiration of the current Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit their dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

SECTION 25. NON-DISCRIMINATION

Neither the District nor the Union will discriminate against any employee in the Bargaining Unit on the basis of an individual's race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, current military status, veteran or military discharge status, genetic information, or association with anyone with these characteristics, or any other legally protected characteristic in accordance with any current Federal or Illinois law.

Neither the District nor the Union shall retaliate against any employee in the Bargaining Unit for making, or attempting to make, a report, complaint or allegation of harassment or discrimination, or for participating in another individual's report, complaint or allegation of harassment or discrimination, or associating with someone who did so, or for otherwise opposing discrimination.

Neither the District nor the Union shall attempt to prevent an employee from participating in the above protected activities.

Allegations of harassment, discrimination, and retaliation shall not be pursued through the grievance procedure but shall be reported to the District's EEO Coordinator as required by Administrative Procedure 10.5.0, or to the appropriate State, County, or Federal agency.

SECTION 26. SAFETY

- A. The District shall provide a safe and healthful working environment for employees covered by this agreement in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.
- B. The District agrees to hold periodic safety meetings attended by both employee and management representatives at which safety concerns may be raised and discussed.
- C. The parties agree and understand that if an employee is faced with unsafe working conditions, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee or another person to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself or herself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must have sought through his or her supervisor and the District's Safety Department, and have been unable to obtain, correction of the situation before refusing to perform the task in question, except in an emergency situation.

This Agreement and its Schedules are made in duplicate, and each copy is an original copy.

Executed at Chicago, Illinois, this _____ day of _____, 2014.

For the International Union of Operating Engineers, Local No. 399, AFL-CIO:

Brian E. Hickey
President/Business Manager

Thomas Keaty
Vice President

Roger McGinty
Business Representative

Vince Winters
Recording Corresponding Secretary

For the Metropolitan Water Reclamation District of Greater Chicago:

Ted J. Kosowski
Labor Negotiator

Approved as to Form and Legality

Lisa A. Goldberg
Head Assistant Attorney

Ronald M. Hill
General Counsel

Jacqueline Torres
Clerk/Director of Finance

David St. Pierre
Executive Director

Mariyana T. Spyropoulos,
Chairman Committee on Finance

Cynthia M. Santos,
Chairman Committee on Labor
and Industrial Relations

APPROVED:

Kathleen Therese Meany, President
Board of Commissioners

SCHEDULE A
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. This policy will be implemented when comparable policies apply to all District employees.

B. Voluntary Treatment

The District and the Union strongly encourage employees to voluntarily make use of the Employee Assistance Program (EAP) for any alcohol, drug, or substance abuse problem. Employees may initiate counseling, referral and aftercare on a voluntary basis prior to a violation of this Drug and Alcohol Testing Policy. An employee will not be subject to disciplinary action for voluntarily seeking the assistance of the EAP for an alcohol, drug, or substance abuse problem(s). Enrollment in an EAP following a violation of this policy may not preclude discipline.

C. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.

1. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
2. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.
3. Employees must sign a consent form prior to testing. Failure to sign the consent form or to comply with testing, although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge.

4. Urine samples will be analyzed by a laboratory selected by the District and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
5. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be considered as a positive drug test, and a violation of this policy. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file.
6. At the time the urine sample is collected, the employee may request a split sample to be analyzed by an independent laboratory certified by SAMHSA. The independent laboratory must also maintain strict chain-of-custody procedures. The split sample testing requested by the employee will be at the employee's expense and subject to the same standards as the laboratory selected by the District.
7. Employees directed to take a breathalyzer alcohol test will also be required to complete a consent form prior to testing. Failure to complete the consent form or to comply with testing although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge. Employees with a blood-alcohol content of .05 or greater will be considered in violation of this policy.

D. Action to be Taken for Employees in Violation of this Policy

Employees found to be under the influence of alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

Employees found to be in violation of this policy may be required to enter into a Stipulation of Facts and an Agreement with the District and the Civil Service Board as a condition of continued employment. That Agreement may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Agreement, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE B
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

FLEXIBLE SPENDING ACCOUNTS

Employees may voluntarily participate in establishing pre-tax flexible spending accounts for medical, dependent care, and/or transportation in accordance with federal Internal Revenue Code guidelines.

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are irrevocable for a one-year-period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan year is from July 1st through June 30th. Employees may carry over up to a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (June 30th). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

The effective date of each new plan year is July 1st. Employees may set aside an amount up to the maximum recommended by the District and approved by the Board of Commissioners for the medical spending accounts. Elections for dependent care spending accounts may be made up to the maximum amount allowed by the federal Internal Revenue Code.

Transportation Accounts (Mass Transit and Parking)

Initial participation or changes to the transportation accounts elections, both transit and parking, may be made at any time.

Transit and/or parking elections or changes become effective the first pay period following the election or change.

The minimum and maximum amounts will be administered in accordance with the federal Internal Revenue Code and related policies established by the District's Board of Commissioners.

Reimbursements for eligible expenses from the flexible spending accounts will be administered by a third party selected by the District. Disputes with the third party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.

APPENDIX I
 NON-ROTATING SHIFT SCHEDULE EFFECTIVE JANUARY 1, 1988
 (Rotating Days Off)

<u>Week</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>	<u>Employee Number</u>
1	–	–	X	X	X	X	X	1
2	–	X	X	X	X	X	–	2
3	X	X	X	X	X	–	–	3
4	X	X	X	X	–	–	X	4
5	X	X	X	–	–	X	X	5
6	X	X	–	–	X	X	X	6
7	X	–	–	X	X	X	X	7



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1373, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. David St. Pierre, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Teamsters, Local 700

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Teamsters, Local 700, have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Truck Driver and Truck Driver Foreman. The District has been advised that this Agreement has been ratified by the membership of Local 700.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2014 through June 30, 2017.

It is recommended that the Board of Commissioners approve the Agreement between the District and the International Brotherhood of Teamsters, Local 700.

It is requested that the President, the Chairman of the Committee on Finance, the Chairman of the Committee on Labor and Industrial Relations, the Executive Director, the Clerk/Director of Finance and the Labor Negotiator be authorized and directed to execute said agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Typographical errors in this Agreement, not resulting in substantive changes to the contract language, may be corrected following approval by the Board of Commissioners.

Requested, Denice E. Korcal, Director of Human Resources, DEK:TJK:BB

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Cynthia M. Santos, Chairman Committee on Labor and Industrial Relations

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

***METROPOLITAN
WATER RECLAMATION DISTRICT
OF GREATER CHICAGO***

AGREEMENT WITH

***INTERNATIONAL BROTHERHOOD
OF TEAMSTERS,
LOCAL 700***

JULY 1, 2014 - JUNE 30, 2017

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METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AGREEMENT WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 700

THIS AGREEMENT which includes attached Schedules A, B, C, and D hereinafter referred to as the Agreement, is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the DISTRICT, and the International Brotherhood of Teamsters, Local 700, hereinafter referred to as the UNION, who now agree as follows: that both of the parties to this Agreement are desirous of continuing an amicable understanding with respect to the employer-employee relationship which exists between the parties and to enter into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and the parties further agree that the attached Schedules A, B, C, and D shall be incorporated into this Agreement.

SECTION 1. RECOGNITION

- A. The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment, for all full-time employees in the Truck Driver and Truck Driver Foreman classes who have completed initial probationary periods, but excluding all employees hired to work for a fixed period of time not exceeding 119 days, supervisory, managerial and confidential employees, and all other employees represented by other certified Bargaining Agents.
- B. This Agreement shall not apply to provisional labor hired from outside sources to meet emergency or excessive work load situations.
- C. The District agrees that the duties which have traditionally and historically been assigned to the employees in the bargaining unit classifications coming under this Agreement shall continue to be assigned to the employees of the bargaining unit classifications under this Agreement.

SECTION 2. MANAGEMENT RIGHTS

- A. Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules and regulations governing conduct and safety and the right to determine the methods, processes and means of operations, are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in the Union. The Union recognizes that the nature of the District's operations requires some degree of flexibility in making work assignments to its employees so that it can meet emergencies.
- B. Overtime

The District has the right to schedule and assign overtime work, as required in a manner most advantageous to the District and consistent with the requirements of municipal employment, public interest, and this Agreement.
- C. Contracting and Subcontracting

The right of contracting and subcontracting is vested in the District but shall not be used to undermine the Union.
- D. Limitations Upon Union Activity
 - 1. Non-employee Union representatives will be granted access to District premises only for the purpose of representing the interests of a Union member. The

representative shall obtain prior approval from the head of the facility for such access.

2. The Union will inform the District of the names of the designated stewards. The Union will not designate the foreman as a Plant Steward.

E. Work Assignments

When a designated service vehicle is required to leave the plant, a repair tradesman may drive the designated service vehicle to and from the location of the service call and for any other purpose related to the service call. One or more other repair tradesmen may accompany the driver if that repair tradesman is going to the same location as the designated service call.

The Master Mechanic or Treatment Plant Operator shall determine whether more than one driver is necessary for snow removal on overtime.

F. Use of Personnel Carriers

Personnel carriers are intended to be used solely to transport a maximum of two personnel, hand tools of a particular trade and those supplies and materials of the trade that do not exceed the size of the vehicle bed in terms of length and width. Vehicle beds may not be altered from the manufacturer to increase the capacity of the beds. No objects should block the view of the driver for safe operation of the vehicle. Those hand tools, materials and supplies hauled in the personnel carriers must be loaded by hand. All other tools, supplies, materials, equipment, and employees shall be transported by Union employees.

Items that are directly or manually used by staff (e.g., hammers, wrenches, drills, shovels, rakes, salt spreaders, etc.) are classified as hand tools. Items that are indirectly used (e.g., portable generators, air compressors, welding equipment, portable electric hoists, pumps, etc.) are classified as equipment. Shop vacuums and traffic barricades may be transported in the personnel carriers provided the restrictions in terms of length, width, and visibility for safe operations are followed.

Supplies and materials are items to be used directly in the completion of the employee's immediate job assignment (e.g., pipes and fittings, lumber, paper towels, tissue, up to 6 bags/buckets of salt, sand, oil dry, etc.). Unpackaged bulk materials (e.g., dirt, gravel, mulch, sod, cold patch, etc.) must be placed in bags or buckets and may not exceed six bags or buckets of that material.

Personnel carriers shall not be used for hauling garbage or debris, or for towing.

SECTION 3. DUES CHECK-OFF AND FAIR SHARE

- A. The District, upon receipt of a proper authorization card, shall deduct union dues from the payroll of all employees so authorizing the deduction in an amount certified by the Secretary-Treasurer of the Union, and shall remit such deductions on a monthly basis to the Secretary-Treasurer of the Union.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employee's earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. The Union's procedure for establishing, explaining and challenging this fee, including notice to the employees and the District, shall meet all constitutional and legal requirements. It is understood that the amount of deduction from non-member bargaining unit employee's earnings will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours, and conditions of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligation to meet the constitutional and other legal requirements stated in the first paragraph of Section 3, Paragraph B.

With respect to a non-member employee who declines to pay the fair share fee based solely on bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall pay an amount equal to his/her fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the organization, the Illinois Local Labor Relations Board may establish an approved list of charitable organizations to one of which such payment shall be made.

- C. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to Local 700 shall be done electronically. Local 700 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to Local 700. Local 700 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

SECTION 4. WAGES

The District will pay an hourly rate of wages to the employees covered by this Agreement as specified in Schedule A which is attached hereto. During the term of the Agreement, the Union will not request the District to pay more than the hourly rate specified in Schedule A and the District will not pay less than the hourly rate specified in Schedule A.

SECTION 5. WORK WEEK

As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

Employees must clock in and out at their designated Biometric Time Terminal, unless authorized by management to use an alternate terminal or device. Employees must only clock in and out for themselves and are not authorized to clock in or out for any other employee.

Non-shift employees at plant locations must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out, no earlier than 15 minutes before the end of their scheduled workday and no later than 15 minutes after the end of their scheduled work day.

Shift employees must clock in no earlier than 15 minutes prior to the start of their scheduled work shift; and must clock out, no later than 15 minutes after the end of their scheduled work shift, if properly relieved.

Employees failing to clock in or out within the prescribed time limits or failing to use their designated Biometric Time Terminal shall be subject to disciplinary action.

Employees who clock in after the start of their scheduled workday or shift shall be considered late and subject to disciplinary action and will be docked for the time absent according to the following:

<u>Minutes Late</u>	<u>Time Deducted</u>
0 to 15 minutes	0 minutes
16 to 22 minutes	15 minutes
23 to 30 minutes	30 minutes
Etc.	Etc.

Management may approve requests for employees to use their own time to cover the time deducted for being tardy. Employees found to be abusing this privilege will be provided with notice that paid time off will not be allowed to cover future tardiness. Employees may be subject to disciplinary action for additional instances of tardiness.

- A. The normal work week for non-shift positions shall consist of five (5) consecutive days of eight (8) hours, beginning on Monday and ending on Friday. The normal workday shall begin at 7:00 a.m. and end at 3:30 p.m., and consist of eight (8) consecutive hours, excepting the one-half (1/2) hour unpaid lunch period. Employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report for work, except in emergencies beyond the employee's control which the circumstances at the time can alone determine.
- B. For shift positions, employees shall work a work week and workdays as established by management. Shift employees unable to report for work must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employees' control which circumstances at the time can alone determine.

Proper relief is considered to be the employee has signed in, is dressed in work clothes and is at the work site at the designated start of his/her shift.

- C. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise. Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch.

With supervisory approval, employees in Section 679 – Collection Systems Unit, Section 764 – Area Maintenance Unit, Section 824 – Maintenance Unit, and Section 924 – Maintenance Unit, may work from 7:00 a.m. to 3:00 p.m. when actively involved in activities which prevent them from taking lunch. In this situation, supervisors will release their employees in sufficient time to arrive at the locker room or wash-up facility by 2:45 p.m. However, no employee will be permitted to sign out before 2:45 p.m.

Employees returning to the plant before 1:30 p.m. will be required to take their lunch and leave work as scheduled in A of Section 5. Work Week.

- D. For employees working on continuous shift, no mealtime will be allowed as part of the eight (8) hour shift, but lunch may be eaten at their work stations when and if conditions permit.
- E. All employees shall report to their work stations in working clothes. Any shift employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.
- F. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.
- G. No shift employee is subject to work more than two (2) shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen (16) hours.

In an emergency, after all possible resources have been exhausted for filling the vacancy, the immediate supervisor may order the work station left unmanned.

- H. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:10 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:10 p.m.

SECTION 6. OVERTIME

- A. All hours worked in excess of 8 hours per day or 40 hours per week shall be compensated at 1-1/2 times the hourly rate in effect for each classification plus 1/2 hour compensatory time for each overtime hour worked. Employees working on a holiday as described in Schedule A, Paragraph 6, shall be compensated at 1-1/2 times the hourly rate in effect for each classification plus 1/2 hour compensatory time for hours worked on such days.

Overtime credit earned in one quarter must be used before the end of the next quarter provided however, that a maximum of forty hours of compensatory time may be carried over. Compensatory time, when used by employees, shall be scheduled with the approval of the immediate supervisor. Whenever possible, the employee will be notified in advance when to use overtime credit.

The maximum accrual for compensatory time is 240 hours. Any additional overtime hours worked in excess of the maximum accrued will be compensated at the rate of time and one-half cash.

- B. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. No overtime credit will be allowed for travel time that is an extension of a regular workday which continues after the end of the workday.
- C. If an employee works overtime which requires an extra trip, he shall be compensated at the rate of 1-1/2 times the hourly rate for each hour worked plus 1/2 hour compensatory time with a minimum of two (2) hours. For employees working unscheduled overtime, reasonable travel time will be compensated at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time for each hour traveled.

An employee called in to work overtime after the end of the last regular workday prior to the overtime will be considered as working unscheduled overtime. An employee scheduled to work overtime prior to the end of the last workday preceding the overtime will be considered working scheduled overtime.

- D. Overtime is to be distributed equally among the employees within each work unit as far as is practical. A list of employees showing both overtime offered but refused and overtime actually worked will be updated every workday excluding weekends and

holidays, and maintained for each work unit. Overtime offered but refused will be recorded as if the employee actually worked.

Employees must leave a phone number where they can be reached at all times in order to be contacted for any unscheduled overtime.

- E. In an overtime situation employees may leave the plant for supper, but only with the permission of their immediate supervisor. Time spent for supper shall not be credited as time worked. Suppertime shall not exceed one (1) hour. In the event the employee is not permitted to leave the plant, time spent for supper shall be credited as time worked.
- F. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted provided the approval of the supervisor in charge is received in advance.
- G. Shift employees who actually work on holidays shall receive 1-1/2 times the hourly rate plus 1/2 hour compensatory time for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight (8) hours "holiday earned." All "holiday earned" time in excess of 100 hours must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor with every reasonable effort being made to allow the employee to have the day of his or her request. An employee who fails to request required "holiday earned" time off by the end of the next quarter will be assigned a date upon which to take such time off.
- H. When an employee works a double shift on a scheduled holiday, such employee shall be compensated for his/her own shift and at 1-1/2 times the hourly rate plus 1/2 hour compensatory time for the second shift.
- I. A shift employee who does not report for his/her regular shift on a scheduled holiday, shall be coded "Absent, No Pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "holiday" providing he/she is able to substantiate upon return to work that he/she was, in fact, sick.
- J. In the event of a "short change over" (less than sixteen [16] hours between working shifts), "overtime" compensation will be paid at 1-1/2 times the hourly rate plus 1/2 hour compensatory time. When a day employee is assigned to shift work on the following day shift, such assignment will not be considered a "short change over." When an employee is assigned to work a "double shift", such assignment will not result in a "short change over."
- K. In the case where an employee is requested to report to the Main Office on his/her relief day, he/she shall be compensated by allowing mileage each way and overtime at 1-1/2 times the hourly rate plus 1/2 hour compensatory time for every one (1) hour spent on District business.

- L. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

SECTION 7. HOLIDAYS

Paid holidays will be granted in accordance with the provisions of Schedule A of the Agreement.

SECTION 8. VACATIONS

Paid vacations will be granted in accordance with the provisions of Schedule A of the Agreement.

- A. The scheduling of vacation for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules for each department shall be developed before January 31st of the vacation year. In choosing vacation periods, seniority shall be determined on the basis of total service in the District in a position class. Vacations will be scheduled by classification and then seniority within each classification for each division, i.e., 700, 800, and 900. In all cases, the Department Head shall have the right to exercise his discretion in his approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his vacation during any other time of the year that he may request, providing that it meets with the approval of the Department Head.
- B. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. In such cases, vacation credit may be carried over to the following year with Department Head approval.
- C. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.
- D. When an authorized holiday falls within an employee's vacation period, he/she shall be compensated in time for this day at a later date, with the approval of the immediate supervisor.
- E. Normally, vacation time should be taken in periods of one (1) week (5 working days), at a minimum.
- F. New employees will earn a vacation of ten (10) working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten (10) working days in each calendar year during the first five years of service. A new employee may use half of the above vacation time (five [5] working days) after six (6) months of District service, providing such employee receives the approval of his/her immediate supervisor.

- G. Any employee who has rendered service to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

Employees of the District must have at least one (1) calendar year's employment with the District before being entitled to vacation credit for prior service with the above other specified governments. The year of service with the District must be completed by June 30.

- H. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.
- I. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

For employees on duty disability, vacation benefits will accumulate commencing from the date of disability for a maximum of two, three, four or five weeks based on the employee's vacation eligibility at the time the employee becomes disabled. Vacation benefits will not accumulate after an employee has been absent on duty disability for more than twelve continuous months. When an employee returns to work after being on duty disability, works for less than one year, then returns to duty disability, the periods of disability shall be combined and considered to be one continuous period of disability. This shall not affect the accumulation of vacation benefits during periods that an employee works.

- J. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as specified above), may be allowed vacation during the months of January and December.

SECTION 9. JURY DUTY

Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

SECTION 10. BEREAVEMENT PAY

Leave with pay will be allowed for employees to attend services resulting from a death in the immediate family, not to exceed three working days, including the day of the services. Such leave shall apply to the death of husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, stepparents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the employee. Bereavement Leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

SECTION 11. SICK LEAVE

Paid Sick Leave will be granted in accordance with the provisions of Schedule A of this Agreement.

- A. Sick Leave will continue to accumulate during the period that an employee is off due to sickness.
- B. Sick leave will not accumulate during a leave of absence or while on ordinary disability. Sick leave benefits will accumulate while an employee is on duty disability. No employee on duty disability shall accumulate more than 120 workdays of sick leave credit.
- C. If an employee has been absent due to sickness, the immediate supervisor may require a Doctor's Certificate to verify the illness.
- D. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.
- E. ANNUAL SICK LEAVE PAYOUT

Employees with a District start date prior to November 2, 1994 who are eligible to accumulate sick leave credits, shall receive on or about the first day of December in each year a cash payment of 33-1/3 percent of the unused portion of sick leave credits accumulated by the employee as of November 1 in excess of 120 sick leave days, up to a maximum of five (5) days' pay earned (15 sick leave days) in any one year.

Employees with a District start date prior to November 2, 1994 shall be paid for such percentage of the sick leave accumulation at the rate of pay which the employee was receiving on November 1 of the year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

For employees with a District start date on or after November 2, 1994, there will be no cash payment for any unused accumulated sick leave on an annual basis.

SICK LEAVE PAYOUT AT SEPARATION

When an employee with a District start date prior to November 2, 1994 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 60 days' pay. The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

When an employee with a District start date of November 2, 1994 through December 31, 2011 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance for either the amount of sick leave accumulated through December 31, 2011, or the amount of sick leave the employee has at the time of separation, whichever is lesser, but in no instance shall the amount of accumulated sick leave eligible for payout be greater than 120 days. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation to a maximum of 60 days' pay.

For employees with a District start date of January 1, 2012 or later, upon separation for reasons other than discharge, the employee will receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of 15 days' pay. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation.

- F. Shift employees unable to report for work because of sickness must notify the shift supervisor on duty of their inability to report, not less than two (2) hours before starting time except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.
- G. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

SECTION 12. TERMINATION PAY

Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service
- Two days' pay for each of the next five years of service.

The payout shall be calculated at the rate of pay the employee was receiving at the time of separation.

Employees of the District with a District start date of November 2, 1994 through December 31, 2011 and who have completed five or more years of actual service to the District shall receive, upon final separation from that service for reasons other than discharge, termination pay of a minimum of one day's pay to a maximum of thirty (30) days' pay at the rate the employee was receiving at the time of separation and subject to the additional conditions set forth herein, in accordance with the following schedule:

- One day's pay for each of the first five years of service
- One and one-half days' pay for each of the next ten years of service
- Two days' pay for each of the next five years of service.

Employees with a District start date of November 2, 1994 through December 31, 2011 will not be eligible for and will not be paid for any termination pay pursuant to the above schedule for any years of service beyond December 31, 2011.

Employees with a District start date after December 31, 2011, shall not be eligible for termination pay upon separation from District service.

SECTION 13. TRANSFERS IN SAME CLASS

These procedures will apply to all transfers, including transfers from shift work to day work and from day work to shift work.

- A. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for Transfer" form. Transfer requests to Section 679 – Collection System Unit, must be made for a specific work location: Stickney, Calumet, or O'Brien.

- B. The request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.
- C. Whenever a vacancy occurs, an attempt will be made to fill such vacancy by transfer at the request of a present employee. Except as hereinafter provided, all such transfers will be made in accordance with seniority as defined in Section 14, unless, in any given situation, it is not in the best interests of the District to do so.
- D. A probationary employee may submit a request for transfer, but shall not normally be considered for actual transfer until after final completion of the probationary period.
- E. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.
- F. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- G. The Human Resources Department will establish suitable rosters of all requests for transfer within, into, and out of, the department. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

During the week following January 1st and July 1st of each year, a transfer roster will be transmitted to appropriate supervisory personnel at the employee's work location and made available for reasonable examination.

- H. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and current unless and until either the request is satisfied or the employee submits a written authorization to withdraw the request. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's supervisor, 2.) the Master Mechanic has initialed and dated the form(s) and returned a copy to the employee, 3.) the Master Mechanic forwards the form(s) to the Human Resources Department, 4.) the request is reviewed and entered, and 5.) a copy of the form(s) indicating that the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask the Master Mechanic to inquire if the request(s) have been received and processed in order to ensure that his/her request(s) is valid and on file. If an employee demonstrates that he/she has submitted a timely request for transfer, that request for transfer will be considered valid.

A written authorization to withdraw a transfer request must be submitted on the Transfer Request Withdrawal Form and received by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

As soon as practical upon execution of this Agreement, employees will enter a request for transfer or a request to withdraw a transfer through an official electronic format. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been entered into an official electronic format, and 2.) the request(s) is reviewed and approved by the Human Resources Department and notification of the request is sent to the employee and supervisor. If the employee has not received notification within ten (10) working days of submitting the request, the employee shall ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is on file.

A written authorization to withdraw a transfer request must be entered into the official electronic format and received and processed by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

- I. An employee may waive his/her right to transfer one time without prejudice to a subsequent transfer for which he/she is eligible.

After one waiver of a requested transfer the employee shall be removed from the roster and will be required to wait 60 days before he/she may put in a new transfer request for the same position.

Effective January 1, 2012, there will be no transfer waivers. The most senior employee with a valid transfer request will be transferred.

- J. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer unless it is in the best interest of the District to do so.
- K. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "AC" where the employee's job duties are no longer required will occur. For the purpose of this section the movement of a Truck Driver from one plant to another plant in the O'Brien Area Maintenance Unit shall not constitute a transfer. If an employee returned to work from ordinary disability or a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the least senior employee in the section with the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "AC".

If the District desires to make a temporary assignment of at least one day to a different section or shift, the District shall seek a volunteer from the maintenance section selected to supply the employee provided the employee has the ability to perform the job assignment. If there is no volunteer for the temporary assignment, the least senior employee from the maintenance section selected to supply the employee will be assigned provided that employee has the ability to perform the job assignment.

- L. Employees may be temporarily reassigned pending completion of an investigation by the District as outlined below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

Employees may ultimately be transferred in the best interest of the District and the employee(s) if the District substantiates the allegations and issues disciplinary action short of discharge or disciplinary action short of discharge by the Civil Service Board has been taken in accordance with the following:

- Workplace violence as defined in Administrative Procedure 10.27.0, Rules for Employee Conduct
- Administrative Procedure 10.40.0, Workplace Violence
- Administrative Procedure 10.5.0 Anti-Harassment, Anti-Discrimination, and Anti-Retaliation Policies and Reporting Procedures

In these instances, the District will notify Local 700 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

Any updates or new Administrative Procedures issued regarding the topics above during the term of this Agreement will be included for the purpose of a temporary reassignment, and/or transfer.

- M. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability, or who has been continuously Absent Without Leave (AWOL), will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability, or AWOL for three (3) months or Duty Disability for five (5) months.

SECTION 14. SENIORITY

Seniority shall be defined in accordance with the Personnel Rules.

- A. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. In measuring seniority, the other provisions of Personnel Rule 9.12 shall apply.
- B. For layoffs or reductions in force, the provisions of the Personnel Rules on "order of layoffs" shall apply.

SECTION 15. AUTO AND MEAL ALLOWANCE

- A. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated at the rate established by the Director of Finance/Clerk for all such miles. Travel claims are subject to audit.
- B. In cases involving a remote and/or isolated work assignment, management may, at its discretion, authorize round-trip mileage allowance between an employee's home and such assignment.
- C. Any employee requested by the Plant, Section or Department Head to report to the Main Office or another District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.
- D. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$8.00 for meal compensation after completing the twelfth consecutive hour of work. Mealtime periods shall not exceed one (1) hour in time, when and if conditions permit.

SECTION 16. INSURANCE AND MISCELLANEOUS BENEFITS

- A. Health Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.
- B. Dental Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.
- C. Life Insurance will be granted to employees in accordance with the provisions of Schedule B of this Agreement.

SECTION 17. GRIEVANCE PROCEDURE

Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both.

A grievance relating to all or a substantial number of employees in the bargaining unit or to the Union's own interests or rights under this Agreement may be filed by the Union Secretary-Treasurer or his designee. A grievance concerning bargaining unit members in a single department shall be filed at Step II; a grievance concerning bargaining unit members in more than one department shall be filed at Step III.

Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I

- A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven (7) calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee will indicate what Section and part of the Agreement is alleged to have been violated and the requested remedy, and submit the form to his/her supervisor.
- B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Union within seven (7) calendar days after receipt of the written complaint.

Step II

- A. If the grievance is not settled at the first (1st) Step, the Union representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven (7) calendar days after the date of receipt by the Union of the decision by the immediate supervisor.
- B. The Department Head or his/her designated representative will notify the employee in writing with a copy to the Union of his/her decision on Employee Problems Form Step II within seven (7) calendar days of receipt of the Step II form.

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III, along with Steps I and II, to the Director of Human Resources within seven (7) calendar days of receipt by the Union of the Department Head's decision.

- B. Within 14 calendar days of receipt by the Director of Human Resources of the Employee Problems Form Step III, the Director of Human Resources or his/her designee shall meet with the Union in an attempt to resolve said grievance, and the Director of Human Resources or his/her designee shall reply in writing to the employee or the Union within seven calendar days of said meeting.
- C. If a grievance is not settled at the third (3rd) Step, either the Union or the District may notify the other in writing within ten (10) days of the Step III decision, that they request final and binding arbitration.
- D. If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Union shall be considered to have waived the right to pursue the grievance. If a grievance is not appealed to the next Step within the specified time limit, it shall be considered settled on the basis of the Department's last answer. If the Department does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours. Employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration meetings.

SECTION 18. FINAL AND BINDING ARBITRATION

Arbitration may be resorted to only when issues arise between parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement, except, however, that the following subjects shall not be submitted nor subject to binding arbitration:

1. Provisions of the Agreement which relate to or in any manner affect the obligations of the District as expressed or intended by the provisions of applicable Illinois Statutes.
2. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision.
3. Any pension matter.

The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and establishing wages, hours and conditions of employment as specifically set forth.

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The District and the Union will notify each other of the three names remaining on each list. The Director of Human Resources will notify the six named Arbitrators of their selection to serve on the Roster of Arbitrators. The Director of Human Resources will also ask the Arbitrators to advise the parties of their fees and expenses and notify the Arbitrators that they will be expected to charge such fees and expenses. Payment of their fees and expenses will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within sixty days of notice that a grievance is ready for arbitration and submit their decision within sixty days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators, or later withdraws, the party which selected the Arbitrator will then select two other Arbitrators from the National Academy of Arbitrators' list of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin and the other party shall strike one name and the remaining Arbitrator shall be contacted by the Director of Human Resources to serve on the roster so each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

These Arbitrators will then be listed in alphabetical order on a list retained by both the Director of Human Resources and the Union. As grievances become ready for arbitration, Arbitrators will be contacted in an alphabetical order to obtain an Arbitrator's commitment to arbitrate the respective grievances within the stated time limit.

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven (7) days from the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The Arbitrator's authority shall be limited to making a decision on the grievance in question which conforms with the terms of this Agreement. The Arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the District, and the employee.

Upon renewal of the Agreement, each party has the right to remove three Arbitrators from the Roster of Arbitrators and those removed Arbitrators shall be replaced with other Arbitrators selected from the ranks of the National Academy of Arbitrators, in accordance with the procedures given in this Section of the Agreement.

Arbitrators will continue to be listed on the Roster of Arbitrators until removed in this manner.

SECTION 19. NO STRIKE

- A. During the terms of this Agreement, neither the Union nor its agents, nor an employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District.
- B. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Section including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating sub-Section 19A to return to work.
- C. The District may discharge or discipline any employee who violates sub-Section 19A and any employee who fails to carry out his/her responsibilities under sub-Section 19B, and the Union will not resort to the Grievance Procedure on such employee's behalf.
- D. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Section.
- E. Union Action in Event of a Strike

Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, the Union, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

- 1. Advise the District in writing that the strike or stoppage has not been called or sanctioned by the Union. Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.
- 2. Provide copies of the following notice on Union letterhead to be posted on bulletin boards in the Plant and other District facilities:

"We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."

SECTION 20. SEPARABILITY AND NOTICE

A. Aid to Construction of Provisions of Agreement

If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved.

B. All notices required under this Agreement shall be in writing and sent by the Union to the District in triplicate to the following:

1. Executive Director
2. Director of Human Resources
3. Labor Negotiator

Notices sent by the District shall be mailed to the Secretary-Treasurer, International Brotherhood of Teamsters, Local 700.

The District will notify the Union when any employees are hired or terminated in the classifications covered under this Agreement.

SECTION 21. AMENDMENTS

Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or all past practices, oral or written not otherwise specifically enumerated in the Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

The District and the Union may jointly modify or amend this Agreement during its term only by mutual agreement of the parties.

SECTION 22. DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2014, and shall continue in full force and effect through June 30, 2017, and from year to year thereafter unless at least 60 days prior to June 30, 2017, or at least 60 days prior to June 30 of any year thereafter, notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement.

If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof which is mutually agreed by the parties, this Agreement shall expire on July 1, following the date of notice or on the expiration date of the extension. Any agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the impasse procedures set forth in Part 1230, Subpart C of the Rules and Regulations of the Illinois Local Labor Relations Board shall apply.

THIS AGREEMENT and its Schedules are made in duplicate, and each copy is an original copy.

Executed at Chicago, Illinois, this _____ day of _____, 2014.

For the International Brotherhood of Teamsters, Local 700:

Becky Strzechowski
President

Kevin Camden
Acting Secretary-Treasurer

For the Metropolitan Water Reclamation District of Greater Chicago:

Approved as to Form and Legality

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SCHEDULE A

(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

Rates of Pay

1. Hourly Rates of wages in effect for dates specified:

HOURLY RATE EFFECTIVE

POSITION CLASSIFICATION

7/1/14

Truck Driver

\$35.16

Truck Driver Foreman

\$38.41

Shift Premium 5%

The wage rates for the Truck Driver classification for July 1, 2014, July 1, 2015 and July 1, 2016 will be based on the six (6) axle, Group 4, rate established by Teamsters Local 731 and Mid-America Regional Bargaining Association (M.A.R.B.A.). The Truck Driver Foreman classification rate will be \$3.25 above the base rate established for the Truck Driver.

Wage Notification

2. For the remaining term of this Agreement, the District shall upon written notification by the Union, increase the rate of the Truck Driver Classification in Paragraph 1 above to equal the Group 4 (six axle) rate of the "direct wage rate" in the local labor market as established by Teamsters Local 731 and M.A.R.B.A. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to the comparable classification under the specified Agreement negotiated in the local labor market. However, during the term of this agreement, should Teamsters Local 731 and M.A.R.B.A. negotiate a "direct wage rate" that is lower than the "direct wage rate" currently being paid to employees in the Truck Driver Classification, then the District shall maintain the "direct wage rate" being paid at the time to employees in the Truck Driver Classification.

Miscellaneous

3. A. The District shall contact a man-hours contractor to obtain employees for assignment of Drivers to fill the District's needs.

- B. Assignment of drivers may also include employees assigned to operate industrial or agricultural type tractors involving gang or rotary mowers, side sickles, or similar heavy duty grass-cutting equipment.
- C. The Drivers obtained from the man-hours contractor shall be paid in accordance with Chapter 48, Paragraphs 39s-1 et seq., Illinois Revised Statutes.
- D. The District shall comply with the procedure set forth in Paragraph A for all assignments of over five days. For all assignments of five days or less, the District may use District employees in an acting Truck Driver capacity. Such time limits may be extended by mutual agreement of the parties.
- E. In the event that the District cannot obtain Drivers pursuant to the procedures set forth in Paragraphs A through D, the District shall have the right to upgrade a Laborer to the Truck Driver position until such time as the above procedure results in filling the District's needs.
- F. District employees receiving acting Truck Driver pay shall be subject to the provisions of Section 3 of this Agreement upon receiving such acting pay for each accumulation of thirty workdays provided such accumulation occurs within the period from July 1 to the following June 30 of each contract year. The District will review the accumulation of acting assignments after June 30 and December 31 of each contract year.
- G. All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.
- H. No Truck Driver shall be required to perform the duties of an Entry Coordinator. However, Truck Drivers shall be required to perform Top Man duties.

Vacations

4. All full-time employees shall be entitled to the following weeks of vacation:

First five (5) years of service - ten (10) working days

Next ten (10) years of service - fifteen (15) working days

Next ten (10) years of service - twenty (20) working days

After twenty-five (25) years of service - twenty-five (25) working days.

Employees must have completed five (5), fifteen (15), or twenty-five (25) years of service with the District before June 30 in order to qualify for the three (3), four (4), or five (5) week vacation respectively, within that calendar year. If the service anniversary

date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

Sick Leave

5. Effective January 1, 2005, employees will be credited with eight days of sick leave and effective January 1, 2009, employees will be credited with twelve days of sick leave. There is no maximum sick leave balance. No employee will be eligible for sick leave with pay until the first month of employment is completed. Sick leave credit shall commence after the first month of employment and accumulated at the rate of 5.25 hours for each month of service until the following January. Sick leave accumulation for new employees will be at the rate of 8 hours per month effective January 1, 2009. New employees starting after January 1, 2008 will accumulate sick leave credit at the established rate and shall receive on the following January 1 the full sick leave credit due for that year.

Holidays

6. Time off with pay shall be granted to full-time employees on the following holidays:

New Year's Day
 Martin Luther King Day
 Lincoln's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day

Three (3) Optional Holidays

A holiday is one which is recognized regardless of the day of the week on which it falls. A holiday falling on a Saturday will be observed on the preceding Friday; one which falls on a Sunday will be observed on the following Monday. For shift employees scheduled to work on a holiday, the actual day of the holiday shall be coded as "holiday" for pay purposes. Shift employees who actually work on the holiday shall receive the following as holiday pay: one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited eight (8) hours "holiday earned" for that day. For shift employees, the Martin Luther King Day holiday will be observed on the third Monday in January, the President's Day holiday will be observed on the third Monday in February, the Memorial Day holiday will be observed on the last Monday in May, and the Labor Day holiday will be observed on the first Monday in September.

Employees hired after June 30th in any calendar year will receive the third Optional Holiday the following January 1. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor and must be used each year by December 31st. Under no circumstances will an employee be allowed to carry any optional holidays over into the following calendar year.

An employee not scheduled to work on a holiday is eligible for holiday pay, in accordance with the Agreement, provided the employee works or has an excused absence on the last regularly scheduled workday preceding and the first scheduled workday following the holiday. An excused absence is considered time-off-with-pay, but does not include ordinary or duty disability, FMLA absences without pay, or other leaves of absence without pay. Employees reinstated from ordinary or duty disability on the holiday will be eligible for holiday pay.

Any day declared by the Board of Commissioners to be a holiday not listed above shall automatically be considered a holiday under this Agreement. Shift employees who actually work on a holiday are entitled to holiday pay as described above.

Additional Holiday

Employees will be given the choice of one additional holiday during the holiday season based on the following choices:

For 2014, the additional holiday options are:

Wednesday, November 26, 2014, or Friday, November 28, 2014, or Wednesday, December 24, 2014, or Friday, December 26, 2014, or Wednesday, December 31, 2014, or Friday, January 2, 2015.

For 2015, the additional holiday options are:

Wednesday, November 25, 2015, or Friday, November 27, 2015, or Thursday, December 24, 2015, or Monday, December 28, 2015, or Thursday, December 31, 2015, or Monday, January 4, 2016.

For 2016, the additional holiday options are:

Wednesday, November 23, 2016, or Friday, November 25, 2016, or Friday, December 23, 2016, or Tuesday, December 27, 2016, or Friday, December 30, 2016, or Tuesday, January 3, 2017.

The proper time sheet coding for regular day (non-shift) employees to use for this additional holiday is Code 0030, Holiday.

Shift employees will receive holiday pay for Christmas and New Year's Day in accordance with the holiday schedule above. Shift employees scheduled to work on the six designated days for that particular year, and who actually work on all six of those days designated are entitled to holiday pay (eight hours Holiday Earned and four hours

Overtime Pay Straight Time) for one day only in accordance with past practice. If a shift employee has a regular day off on one or more of the designated days, and works as scheduled on the other designated days, the employee will earn eight hours of Holiday Earned for one day only. This eight hours of Holiday Earned would be received on the date that is given as the last choice of possible additional holidays. If a shift employee has an approved day off (vacation, holiday used, compensatory time, or optional holiday) on any of the designated days, that employee will be coded "Holiday" for a previously scheduled day off. The previously scheduled day off will be rescheduled for another date with the approval of the supervisor. Employees may not receive holiday pay or holiday earned for more than one day.

A shift employee who schedules or calls in to request FMLA on a holiday shall be coded, "FMLA Absence Without Pay" and "Holiday", provided that such employee has been granted and is using FMLA leave in accordance with the Family and Medical Leave Act Directive in effect at the time the leave is being requested.

Safety Equipment Reimbursement

7. The District will reimburse employees for safety boots and safety glasses at a rate and method to be determined by the Safety Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$50.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$64.00.

Effective January 1, 2015, the rate of reimbursement for safety shoes/boots purchased from the District contracted vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

Tuition Reimbursement

8. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level coursework for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

A minimum grade of "C" will be required for reimbursement. For courses taken on a Pass/Fail basis, a "Pass" will be required. Employees that voluntarily separate from

District service will be required to repay tuition reimbursement to the District as follows: 100% repayment for reimbursements made to the employee received within one (1) year of leaving District employment, 75% repayment for reimbursements made between one (1) year to two (2) years of leaving District employment and 50% repayment for reimbursement made to the employee received between two (2) and three (3) years of leaving District employment.

Effective January 1, 2013, all employees shall be reimbursed for approved courses, at the rate of 75% of the tuition cost to a maximum reimbursement of \$10,000 per employee per calendar year in which the reimbursements were paid.

Any revisions to Administrative Procedure 10.4.0 Tuition Reimbursement for Non-Represented Employees during the term of this Agreement will be included for the purpose of determining tuition reimbursement eligibility.

Labor - Management Committee

9. For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure or arbitration, the Union and the District may meet up to five times in any contract year unless agreed otherwise by the parties. At least five working days prior to a meeting, a specific agenda will be submitted by the party requesting the meeting and the other party may make specific additions to the agenda. Each party may have a maximum of five members including the Labor Negotiator for the District and the Secretary-Treasurer for the Union. The meetings will be held at mutually agreeable times and locations. District employees attending a Labor-Management Committee meeting on behalf of the Union will not be considered as working or on Administrative Leave for attendance at such a meeting.

Labor Management Committee on the Return to Work Program

10. The District and the unions representing District employees shall establish a "Labor Management Committee on the Return to Work Program." The Committee shall consist of staff from the District's Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor and enhance the performance of the District's current Return to Work Program which includes:

- Computer based educational coursework and other educational training activities

- Modified duty tasks within the employee's traditional or historical union jurisdiction

The Committee will also discuss ways to improve the program on an ongoing basis, including but not limited to such items as:

- Developing accident prevention strategies,
- Identifying work assignments outside traditional jurisdictions,
- Identifying appropriate training and safety awareness programs, and
- Other issues that may arise during the implementation and administration of this program.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Committee to identify specific training opportunities and other solutions to improve the program.

The Committee is advisory only. It is intended to promote collaboration and discussion over the effectiveness of the Return to Work Program. It in no way diminishes the rights contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the program.

Labor Management Committee on Maintenance Efficiency

11. The purpose of the Labor Management Committee on Maintenance Efficiency is to increase the relevance of the bargaining units through collaborative discussions between the District and the Unions. The Unions agree to create a Labor Management Committee on Maintenance Efficiency, and commit themselves to the fullest cooperation in discussing and developing methods to improve maintenance efficiencies at the District. The Committee will meet on a quarterly basis, or more frequently by the mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District.

The Committee is advisory only. It is intended to promote collaboration and discussion over the means and methods of improving maintenance efficiencies at the District. The Committee in no way will diminish the rights contained in the collective bargaining agreement.

Morning Break

12. Employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m., unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she

returns to the job location. No coffee break will be permitted during the afternoon work period.

Acting Pay

13. When the Foreman has been temporarily assigned duties by the Master Mechanic's Office that renders him/her unavailable at the daily work location to perform a substantial portion of the Foreman duties, a Truck Driver as outlined below will be notified and assigned the duties of the Foreman by the Master Mechanic's Office. The Master Mechanic's Office shall have sole discretion in determining whether or not the Foreman is capable of performing a substantial portion of the Foreman duties while temporarily assigned.

If an employee is temporarily assigned to perform the work of a higher rate classification for a period of not less than one hour, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel.

When a Civil Service list exists, acting assignments for Foreman at a given plant will be made from the eligible list, rotating through the individuals on the list from among those that are reachable at that plant location, one occurrence at a time. The reachable individual at that plant location with the least acting hours acts during the next absence, for a maximum of one week. In those instances where a plant location does not have any reachable candidates on the list, then the acting assignment will be made on a rotating basis through the entire list. If there are no candidates on the list at a plant location where an acting assignment is needed, then the acting assignment will be made as if no list existed.

When no Civil Service list exists, acting assignments for Foreman will be made at the discretion of the Master Mechanic, based upon the candidate's job knowledge, competence and willingness to act.

Acting assignments are subject to the approval of the Master Mechanic, and recent disciplinary action(s) and poor performance ratings will be considered.

Discretionary Time Off

14. Employees will be granted a maximum of three days, either sick, vacation or compensatory time, which normally must be used in units of not less than one day. Discretionary time off may be used in less than one-half day units with the approval of their supervisor. Whenever possible, such discretionary time off shall be scheduled with the prior approval of the supervisor. Discretionary time off shall not be carried over from one calendar year to the next. Prior approval for discretionary time off must be obtained for discretionary time off on a holiday, the workday preceding a holiday, vacation, compensatory time, or holiday used day, and/or the workday following a holiday, vacation, compensatory time or holiday used day. However, if an employee can

adequately document for supervisory approval an emergency on one of the days listed above, discretionary time will be allowed.

Voting Time

15. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.

Military Pay

16. The District will grant military leave in accordance with Illinois State and Federal laws.

Centrifuge Operations

17. Should the centrifuge at the District's Calumet facility be reopened within two (2) years of this Agreement, unit employees formerly assigned to the centrifuge shall be given the first opportunity to return to the centrifuge, and then the opportunity will be granted to unit employees in order of seniority. Should the centrifuge be reopened more than two years after this Agreement, the opportunity to be assigned to it will be granted to unit employees in order of seniority. The parties agree to meet and discuss assignment and staffing issues stemming from the closure of the centrifuge and transfer requests following ratification of this Agreement.

SCHEDULE B

(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

Insurance

1. Health Insurance

The District shall provide health insurance coverage to the employee or dependents, either single, employee plus one dependent, or family plan as appropriate to regular full-time employees. Health insurance coverage also includes domestic partners in accordance with Administrative Procedure 10.3.0, and civil union partners in accordance with Administrative Procedure 10.43.0. Domestic partner or civil union partner eligibility may be redefined in any updated or new Administrative Procedure. Employee contributions will be based on a percentage of the actual claims cost for single, employee plus one dependent, or family coverage, and deducted 24 pay periods per year.

Effective July 1, 2014, costs for employees in the health maintenance organization (HMO) program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the HMO will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2015. Effective July 1, 2016, costs for employees in the HMO program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending March 31, 2016.

Effective July 1, 2014, costs for employees in the comprehensive major medical program (PPO) will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2014.

Effective July 1, 2015, costs for employees in the PPO will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2015. Effective July 1, 2016, costs for employees in the PPO program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending March 31, 2016.

The pre-tax employee contributions effective July 1, 2014, for each of the 24 pay periods shall be as follows:

	<u>Single</u>	<u>Employee + 1</u>	<u>Family</u>
HMO	\$26.45	\$52.90	\$92.57
PPO	\$41.24	\$82.48	\$144.34

The Union will cooperate with the District in developing programs to contain the cost of health care.

Prior to July 1 of each calendar year all employees will have the option of selecting HMO or PPO coverage.

- a. The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the District. All benefits are subject to the provisions of the policies between the District and the insurance company but will not be diminished during the term of this Agreement.

PPO

The penalty for failure to call for preadmission approval prior to an inpatient hospital stay under the PPO is \$350.00.

For employees in the PPO, effective July 1, 2014 the following will apply:

- The annual deductible will be \$300.00 per individual, the annual deductible for Employee + 1 will be \$600.00 and the maximum annual deductible per family will be \$900.00.
- Coinsurance will be 85% of eligible charges after the annual deductible has been met.
- A \$100.00 co-payment for the emergency room per visit will be required. The co-payment is waived if the patient is admitted from the emergency room.
- A Prescription Drug Step Therapy and Prior Authorization program will be utilized.
- The annual out-of-pocket expense limit is \$1,500.00 per individual, \$3,000.00 for Employee + 1 and a maximum of \$4,000.00 per family for in-network providers. The annual out-of-pocket expense limit is \$3,000.00 per individual, \$6,000.00 for Employee + 1 and a maximum of \$9,000.00 per family for out-of-network providers.
- Coverage for outpatient surgery will be as follows:

In-network (PPO)	85%
Out-of-network	70% of Usual and Customary

For employees in the PPO, effective January 1, 2016 the following change will apply:

- The annual deductible will increase from \$300.00 to \$350.00 per individual, the annual deductible for Employee + 1 will increase from \$600.00 to \$700.00 and the maximum annual deductible per family will increase from \$900.00 to \$1,050.00.

The District offers a Wellness Benefit, including Preventative Care Services to all employees and eligible dependents enrolled in the Blue Cross Blue Shield Participating Provider Organization (PPO).

This benefit will encourage employees and eligible dependents to seek the preventative care and diagnostic services identified below with the goal of providing for the early diagnosis of illness which can be beneficial in controlling long term health care costs.

Wellness Benefit

- Routine Lab Work
- Routine X-rays
- Hearing Screenings
- Routine Sleep Study
- Routine EKG
- Routine Ovarian Cancer Lab/X-ray
- Routine Colorectal Lab/X-ray

The Wellness Benefit will be covered at 100% of the eligible charge and the annual deductible will not apply. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

Preventative Care Services

- Annual Routine Pap Smear
- Mammogram
- PSA and DRE
- Routine Physical Checkups (Adults)
- Routine Pediatric Checkups, Well Baby Care & Pre-school exams
- Immunizations
- Routine Bone Density Test
- Smoking Cessation Services
- Healthy Diet Counseling

The listed preventative care services including related office visits and physician fees, will be covered at 100% of the eligible charge. The annual deductible will not apply to the preventative care services. Covered employees and dependents must use a Participating Provider to receive the maximum benefit coverage.

HMO

For employees in the HMO, effective July 1, 2014 the following will apply:

- A \$20.00 co-payment for office visits will be required.
- The annual out-of-pocket expense limit is \$1,500.00 per individual and a maximum of \$3,000.00 per family.
- A \$50.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

For employees in the HMO, effective January 1, 2015 the following change will apply:

- The co-payment for the emergency room will increase from \$50 to \$100. The co-payment will continue to be waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

Employees who are covered under either the PPO or HMO plan will receive prescription drug coverage according to the following schedule effective July 1, 2014:

Retail Card

Based on a 30-day supply

	<u>Co-payment</u>
Generic	\$ 9.00
Formulary	\$25.00
Non-Formulary	\$45.00

Mail Order

Employees may obtain up to a 90-day supply of maintenance drugs. Employees are strongly encouraged to use mail order for maintenance drugs.

	<u>Co-payment</u>
Generic	\$18.00
Formulary	\$50.00
Non-Formulary	\$90.00

The formularies are determined by the pharmacy benefits manager and the mail order provider, and are not subject to notice of changes or approval of such changes by the District.

For employees with prescription drug coverage, effective January 1, 2015 the following will apply:

- A fourth tier of drugs will be added to the retail benefit schedule for specialty medications. The “Specialty” tier will have a co-payment of \$100.00.
 - The annual out-of-pocket expense limit for prescription drugs is \$1,000.00 per individual, \$2,000.00 for Employee + 1 and a maximum of \$2,700.00 per family.
- b. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Union.
- c. Employees will have the choice of the comprehensive major medical program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.
- d. Where both husband and wife are employed by the District, the choices of health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.
- e. During the term of this Agreement if some form of federally mandated health care reform is instituted which has a mandated impact on the health care program provided in this Agreement, the District or the Union may reopen the Agreement for health insurance only by written notice to the other party within sixty (60) days of the effective date of such legislation.
- f. Employees will be covered by a vision plan. Coverage will be determined by the employee’s coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this agreement, the benefits from this plan will include the following:

Eye Examination	Once every 12 months
Frames	Once every 24 months
Standard Plastic Lenses	Once every 12 months
or	
Contact Lenses	Once every 12 months

The benefits provided and co-payments for in-network and out-of-network services are as defined by the vision plan provider, and will not be diminished during the term of this Agreement provided the same services are available in the marketplace.

2. Life Insurance

- a. The District shall provide each full-time employee covered by this Agreement with a paid \$20,000 group-term life policy.
- b. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. Dental Insurance

- a. Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending March 31st of each year.
- b. The District retains the right to select insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.
- c. Where both husband and wife or other family members eligible under one (1) family contract are employed by the District, the District shall pay for only one (1) family or two (2) single dental contracts.

4. Labor Management Committee on Health Care

The District and the unions representing District employees shall establish a "Labor Management Committee on Health Care." The Committee shall consist of staff from the District's Labor and Employee Relations Section, the Compensation and Benefits Section, including the District's Compensation and Benefits Manager or his/her designee, the Risk Manager, and other District Representatives designated by the Labor Negotiator and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor the performance of the District's health care plan and to discuss ways to improve plan operation and administration on an ongoing basis, including but not limited to such items as:

- alternative funding options,
- the prescription drug plan and the mail order program,
- the methodology of computing employee contributions,
- revisions to the list of providers participating in the hospital PPO.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Labor Management Committee on Health Care (Committee) to identify specific health care cost management opportunities. If the Committee mutually determines that certain cost management options are worthy of serious consideration, the District's staff may so advise the Executive Director. The Executive Director will determine if the recommended cost management options should be presented to the District's Board of Commissioners. If any item is recommended by the Committee and presented to the Executive Director for consideration and such item is not presented to the District's Board of Commissioners, the Executive Director shall provide a written response to the Committee as to the reason(s) for not presenting such recommendation to the Board of Commissioners. The District's Board of Commissioners must approve any recommended cost management option prior to implementation.

The Committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the plan.

SCHEDULE C

(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

Drug and Alcohol Testing Policy

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. This policy is effective January 1, 1996.

The Union and the District agree to modify this policy as necessary to remain in compliance with the Federal Department of Transportation testing requirements.

B. Voluntary Treatment

The District and the Union strongly encourage employees to voluntarily make use of the Employee Assistance Program (EAP) for any alcohol, drug, or substance abuse problem. Employees may initiate counseling, referral and aftercare on a voluntary basis prior to a violation of this Drug and Alcohol Testing Policy. An employee will not be subject to disciplinary action for voluntarily seeking the assistance of the EAP for an alcohol, drug, or substance abuse problem(s). Enrollment in an EAP following a violation of this policy may not preclude discipline.

C. Prohibitions

The Omnibus Transportation Employee Testing Act of 1991 (Act) prohibits employees covered by this Agreement from operating a District vehicle or performing related safety-sensitive duties if engaged in any of the following conduct:

- using alcohol on the job;
- being in possession of alcohol while on duty or operating a District vehicle;
- having a prohibited blood alcohol concentration of .02 or greater while performing a safety-sensitive function;
- having used alcohol during the four hour period prior to going on duty;

- using alcohol within eight hours following an accident requiring a breath-alcohol test, or until tested;
- refusing to submit to a required drug and/or alcohol test;
- being a current user of an illegal drug;
- reporting for duty while impaired from any prescribed therapeutic drug or controlled substance; and
- being in possession of any unauthorized controlled substance.

Employees are also prohibited from operating District vehicles and performing safety-sensitive duties if they are using a legally prescribed controlled substance that adversely impacts their ability to safely operate a vehicle. Employees must notify their supervisors of the use of any prescribed therapeutic drug, the drug being used, its effects and the prescribed duration of such use.

D. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test in the following circumstances in accordance with the Act:

1. Post-accident testing will be done in accordance with current D.O.T. regulations.
2. Random testing to be done at least four times per year on an unannounced basis equal to 50 percent of the employees covered by this Agreement.
3. Reasonable suspicion testing when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.
4. Return-to-work testing prior to reinstatement following a positive drug and/or alcohol test.
5. Follow-up testing on an unannounced basis at least six times within a 12 month period following a positive test. Follow-up testing may be extended up to 60 months following return to duty after a positive test.
6. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
7. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.

8. Failure to comply with testing will be considered a positive test, and may subject an employee to disciplinary action up to and including discharge.
9. Urine samples will be analyzed by a laboratory selected by the District and certified by the federal Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
10. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be reviewed and interpreted by a physician Medical Review Officer (MRO) prior to notifying the District of a positive drug test. The MRO will contact the employee when notified by the laboratory of a positive drug test to determine if there is an alternative medical explanation for the positive drug test. If the employee provides appropriate documentation and the MRO determines that it is legitimate use of the prohibited drug, the drug test result is reported as negative to the District. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file. A positive drug test will be considered a violation of this policy.
11. At the time the urine sample is collected, the employee will be required to provide a split sample. Both samples will be sent to the laboratory selected by the District. The primary specimen will be analyzed. If the test result of the primary specimen is positive, the employee may request within 72 hours of notice of a positive test that the MRO direct that the split specimen be tested by a different SAMHSA certified laboratory. If the test of the split specimen fails to reconfirm the positive primary test, the MRO shall cancel the test and report the cancellation to the District and the employee. The split sample testing requested by the employee will be at the employee's expense.
12. For employees directed to take a breathalyzer alcohol test, failure to comply with testing will be considered a positive test, and may subject an employee to disciplinary action up to and including discharge. The breathalyzer alcohol test will be done using an evidential breath testing device approved by the National Highway Traffic Safety Administration. If the alcohol concentration is .02 or greater, a second confirmation test will be conducted. Employees with a blood-alcohol content of .02 or greater will be considered in violation of this policy.

E. Action to be Taken for Employees in Violation of this Policy

Employees found to be misusing alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

In accordance with the Act, the employees with an alcohol concentration of .02 to .039 will be removed from duty for a 24 hour period, and will be required to have an alcohol concentration of less than .02 to return to work. If an employee has an alcohol concentration of .04 or greater, the employee will be removed from duty. If a determination is made to reinstate the employee, prior to such reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, have an alcohol concentration of less than .02 on a return-to-duty test, and be subject to unannounced follow-up alcohol tests. If an employee tests positive for drugs and a determination is made to reinstate such employee, prior to reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, test negative on a return-to-duty drug test, and be subject to follow-up testing.

Employees found to be in violation of this policy may be required to enter into a Stipulation of Facts and an Agreement with the District and the Civil Service Board as a condition of continued employment. That Agreement may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Agreement, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE D

(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

FLEXIBLE SPENDING ACCOUNTS

Employees may voluntarily participate in establishing pre-tax flexible spending accounts for medical, dependent care, and/or transportation in accordance with federal Internal Revenue Code guidelines.

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are irrevocable for a one-year-period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan is from July 1st through June 30th. Employees may carry over up to a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (June 30th). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

The effective date of each new plan year is July 1st. Employees may set aside an amount up to the maximum recommended by the District and approved by the Board of Commissioners for the medical spending accounts. Elections for dependent care spending accounts may be made up to the maximum amount allowed by the federal Internal Revenue Code.

Transportation Accounts (Mass Transit and Parking)

Initial participation or changes to the transportation accounts elections, both transit and parking may be made at any time.

Transit and/or parking elections or changes become effective the first pay period following the election or change.

The minimum and maximum amounts will be administered in accordance with the federal Internal Revenue Code and related policies established by the District's Board of Commissioners.

Reimbursements for eligible expenses from the flexible spending accounts will be administered by a third party selected by the District. Disputes with the third party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1334, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON MAINTENANCE AND OPERATIONS

Mr. David St. Pierre, Executive Director

Report on change orders authorized and approved by the Director of Maintenance and Operations during the months of January through October, 2014

Dear Sir:

Twenty-five change orders were approved by the Director of Maintenance and Operations that cumulatively, but not individually, increased or decreased the cost of a contract by \$10,000.00 or less during the months of January through October, 2014. The contracts and related data are in the attached sheet.

Requested, Manju Prakash Sharma, Director of Maintenance & Operations, AQ:SO'C:MAG:JM
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

Report on Change Orders Authorized by the Director of Maintenance & Operations for January through October 2014

Contract		Purchase Order	Vendor Name	Inc/Dec	Amount	Status	Adjusted Award Value	Remaining Value on Contract at time of Change Request	Award Value	End Date
Number	Name									
12-673-11	F&D Truck Repairs and Parts	3070887	B&W Truck Repair	Dec	\$ 8,000.00	open	\$ 150,377.58	\$ 45,907.41	\$ 235,600.00	4/30/2014
12-673-11	F&D Truck Repairs and Parts	3070888	B&W Truck Repair	Inc	\$ 4,000.00	open	\$ 150,377.58	\$ 45,907.41	\$ 235,600.00	4/30/2014
12-RFP-32	Telemetry	3079369	AT&T Corp	Dec	\$ 1,151.85	open	\$ 1,003,163.92	\$ 852,509.59	\$ 1,023,734.16	12/31/2015
JPA Graybar	Graybar Electrical Parts and Supplies	3076390	Graybar	Dec	\$ 2,542.33	closed	\$ 15,000.00	\$ 2,542.33	\$ 15,000.00	12/31/2013
JPA Graybar	Graybar Electrical Parts and Supplies	3070842	Graybar	Dec	\$ 445.37	closed	\$ 12,000.00	\$ 445.37	\$ 12,000.00	12/31/2012
12-673-11	Truck Repairs	3070888	B&W Truck Repair	Inc	\$ 8,700.00	open	\$ 146,377.58	\$ 35,880.89	\$ 235,600.00	7/22/2014
11-932-15	Maintain Ion Enterprise System	5001322	Divane Bros Electric Co	Inc	\$ 2,836.91	open	\$ 45,000.00	\$ 4,663.09	\$ 45,000.00	6/30/2014
11-618-13	Generator Maintenance	5001359	Charles Equipment Energy Systems LLC	Inc	\$ 9,900.00	open	\$ 14,402.07	\$ 6,130.00	\$ 34,940.00	8/2/2014
11-965-11	Misc Concrete Maint. And Repairs	5001297	Bill's Painting & Tuckpointing	dec	\$ 3,726.75	closed	\$ 139,470.55	\$ 3,726.75	\$ 150,000.00	11/21/2013
Booth Sole Source	E-H SS & DO Instrument Rpr Parts	3073304	Georger E Booth Co Inc	inc	\$ 9,000.00	open	\$ 18,676.90	\$ 8,652.70	\$ 30,000.00	12/31/2014
10-641-11	F/D/M Liquid CO2	3066258	Linde LLC	inc	\$ 1,720.00	closed	\$ 1,021,512.04	\$ -	\$ 1,200,000.00	12/31/2013
Discflo Sole Source	Discflo Pump Parts	3066442	Discflo Corp Inc	inc	\$ 5,287.08	closed	\$ 54,120.97	\$ -	\$ 102,800.00	12/31/2013
Lai Sole Source	Parts for MSA Gas Detection	3073688	Lai LTD	inc	\$ 9,900.00	open	\$ 235,927.90	\$ 78,774.76	\$ 298,500.00	12/31/2014
11-986-12	Locomotive Preventative Maintenance and Repair	5001257	Professional Locomotive Svcs Inc	dec	\$ 88.00	closed	\$ 88,098.50	\$ 88.00	\$ 98,420.00	3/31/2014
12-988-13	Railroad Signal and Gate Crossing	5001336	Railroad Signal Intl LLC	inc	\$ 7,000.00	open	\$ 46,639.95	\$ 7,091.43	\$ 58,500.00	12/31/2014
10-891-12	Repairs to Trucks and Trailers	5001234	B&W Truck Repair	inc	\$ 4,750.00	open	\$ 141,739.99	\$ 2,736.58	\$ 120,000.00	10/4/2014
ZSS Siemens	Test and Repair Services for Fire Alarm Systems	3077798	Siemens	inc	\$ 9,000.00	open	\$ 319,790.40	\$ 299,472.00	\$ 240,922.00	12/31/2017
12-709-12	F/D/I Calcium Nitrate	3074425	Neo Solutions	dec	\$ 1,826.88	closed	\$ 45,470.29	\$ 1,826.88	\$ 107,520.00	6/30/2014
12-611-11	Repair and Alterations to Various Water Reclamation Facilities in the Stickney Service Area and other Installations	5001352	Independent Mechanical Industries	dec	\$ 3,002.14	closed	\$ 7,810,880.64	\$ 7,806,578.35	\$ 6,437,355.20	5/16/2014
11-683-11	Furnish and Deliver Crushed Stone	3070265	Heritage Logistics	inc	\$ 4,200.00	open	\$ 245,189.39	\$ 44,130.32	\$ 290,400.00	12/31/2014
Walker Process ZSS	Walker Drive Replacement Parts	3076287	Walker Process Equipment	inc	\$ 7,640.00	open	\$ 40,000.00	\$ 21,504.00	\$ 60,000.00	12/15/2015
13-753-11	Biosolids Injection and Farming Services at Fischer Farm	5001410	Oros & Busch Application Technologies	inc	\$ 4,000.00	open	\$ 176,000.00	\$ 26,000.00	\$ 304,000.00	12/31/2014
10-949-14	Rack & Pinion Elevator Service	5001299	Mid-American Elevator	inc	\$ 6,621.00	open	\$ 516,670.88	\$ 37,201.58	\$ 372,780.00	12/31/2014
11-689-11	Test and Maintain Underground Storage Tanks	5001285	Stenstrom Petroleum Group	dec	\$ 2,000.00	closed	\$ 111,663.00	\$ 7,894.10	\$ 124,795.00	9/1/2014
11-613-11 F	Scavenger Services	5001240	Allied Waste Transportation	dec	\$ 230.40	closed	\$ 3,289,850.81	\$ 244,098.33	\$ 3,513,461.04	7/31/2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1311, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to commence statutory procedures to lease approximately 24 acres of District real estate located between 9th Street and Division Street in Lockport, Will County, Illinois; Main Channel Parcel 15.05

Dear Sir:

American Commercial Lines, LLC has requested to lease approximately 24 acres of District real estate located between 9th Street and Division Street in Lockport, Will County, Illinois and known as Main Channel Parcel 15.05 to operate a barge business. The parcel is currently vacant. The requested lease term is 39 years.

The District's technical departments have reviewed the lease request and have no objections to leasing Main Channel Parcel 15.05.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the General Counsel to commence statutory procedures to lease approximately 24 acres of District real estate located between 9th Street and Division Street in Lockport, Will County, Illinois; Main Channel Parcel 15.05 upon the terms and conditions set forth herein.

Requested, Ronald M. Hill, General Counsel, RHM:SM:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official regular Board meeting minutes of the Board of Commissioners for November 20, 2014

Attachment





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1313, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to enter into a 10-year lease with the Village of Summit on approximately 3.0 acres of District real estate located at 7800 Canal Bank Road in Summit, Illinois and known as Main Channel Atlas Parcel 34.03 for the operation of a public boat launch facility. Consideration shall be a nominal fee of \$10.00 plus 25% of the net annual profits

Dear Sir:

The Village of Summit ("Summit") leases approximately 3.0 acres of District real estate under a 10-year lease that commenced on June 10, 2005, and expires on June 9, 2015. The leasehold is located on Main Channel Atlas Parcel 34.03 and is used as a public boat launch facility known as the Summit Boat Launch and for parking of vehicles. Rent is a nominal fee of \$1.00.

Summit has requested a new 10-year lease to continue to operate the boat launch. Green infrastructure will be required to be implemented on any new development or re-development during the term of the new lease.

The District's technical departments have no objections to granting a 10-year lease to Summit. A nominal fee of \$10.00 plus 25% of the net profits is recommended as is customary under leases to municipal agencies generating revenues on its leaseholds. The "annual revenue" will allow for deductions such as certain operating expenses, capital improvement expenditures, and bond repayment.

Under 70 Illinois Compiled Statutes 2605/8c(11), said lease is terminable upon the service of a one-year notice if the property becomes essential to the District's corporate needs.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize the District to enter into a 10-year lease with the Village of Summit on approximately 3.0 acres of District real estate located at 7800 Canal Bank Road in Summit, Illinois and known as Main Channel Atlas Parcel 34.03 for the operation of a public boat launch facility. Consideration shall be a nominal fee of \$10.00 plus 25% of the net annual profits.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said lease agreement after it is approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:CMM:vp

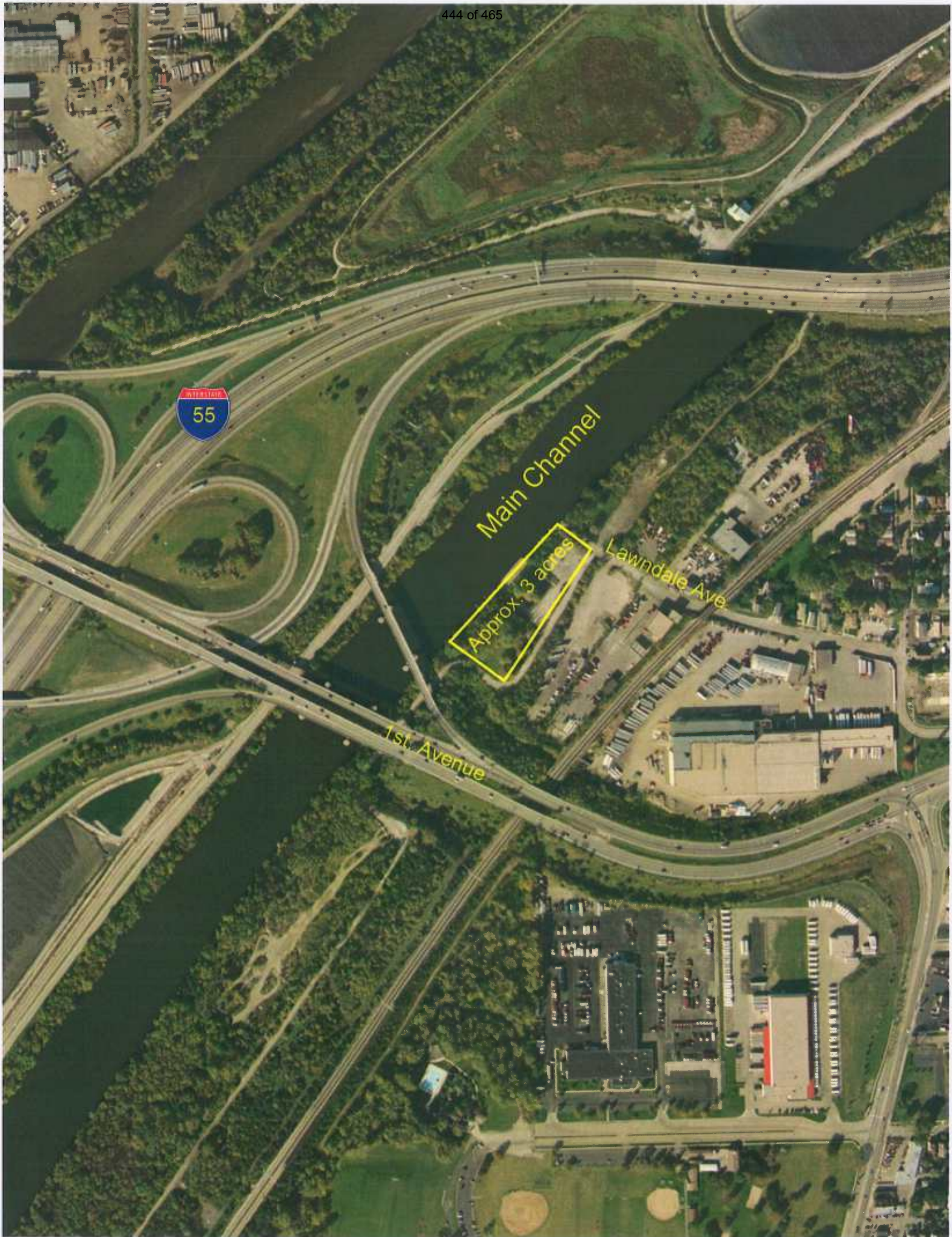
Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

File #: 14-1313, **Version:** 1

Attachment





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1339, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to issue a 5-year permit extension to Community Unit School District #3 to continue to use 196.99 acres District real estate located in Cuba, Fulton County, Illinois, as a farm land laboratory to educate high school students in agriculture production. Consideration shall be an annual fee of \$10,350.00

Dear Sir:

Since October 21, 1999, Community Unit School District #3 in Cuba, Illinois ("Community School") has been issued a permit to use Field 59, comprising approximately 29.66 acres of District real estate in Cuba, Illinois, as a farm laboratory to educate high school students in agriculture production.

On June 19, 2008, the Board of Commissioners issued orders authorizing an amendment to the Permit to add Field 63SE comprising approximately 138.36 acres and Field 83 comprising approximately 28.97 acres, for a total permit area of 196.99 acres. The permit fee was increased from \$2,655.00 to \$10,000.00 annually when the additional area was added. The current permit is set to expire on February 28, 2015, and Community School has requested a 5-year extension of the current permit upon its expiration to continue its programs.

An annual permit fee of \$10,350.00 is recommended under the permit extension as such represents 10% of the fair market value of the land based upon current rental rates paid under the Fulton County farm leases plus an increase of 3.5% for inflation.

The District's technical departments reviewed the Community School's request and have no objections to the proposed 5-year permit extension.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the issuance of a 5-year permit extension to Community Unit School District #3 to continue to use 196.99 acres District real estate located in Cuba, Fulton County, Illinois, as a farm land laboratory to educate high school students in agriculture production. Consideration shall be an annual fee of \$10,350.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said Permit Extension Agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:MM

Recommended, David St. Pierre, Executive Director

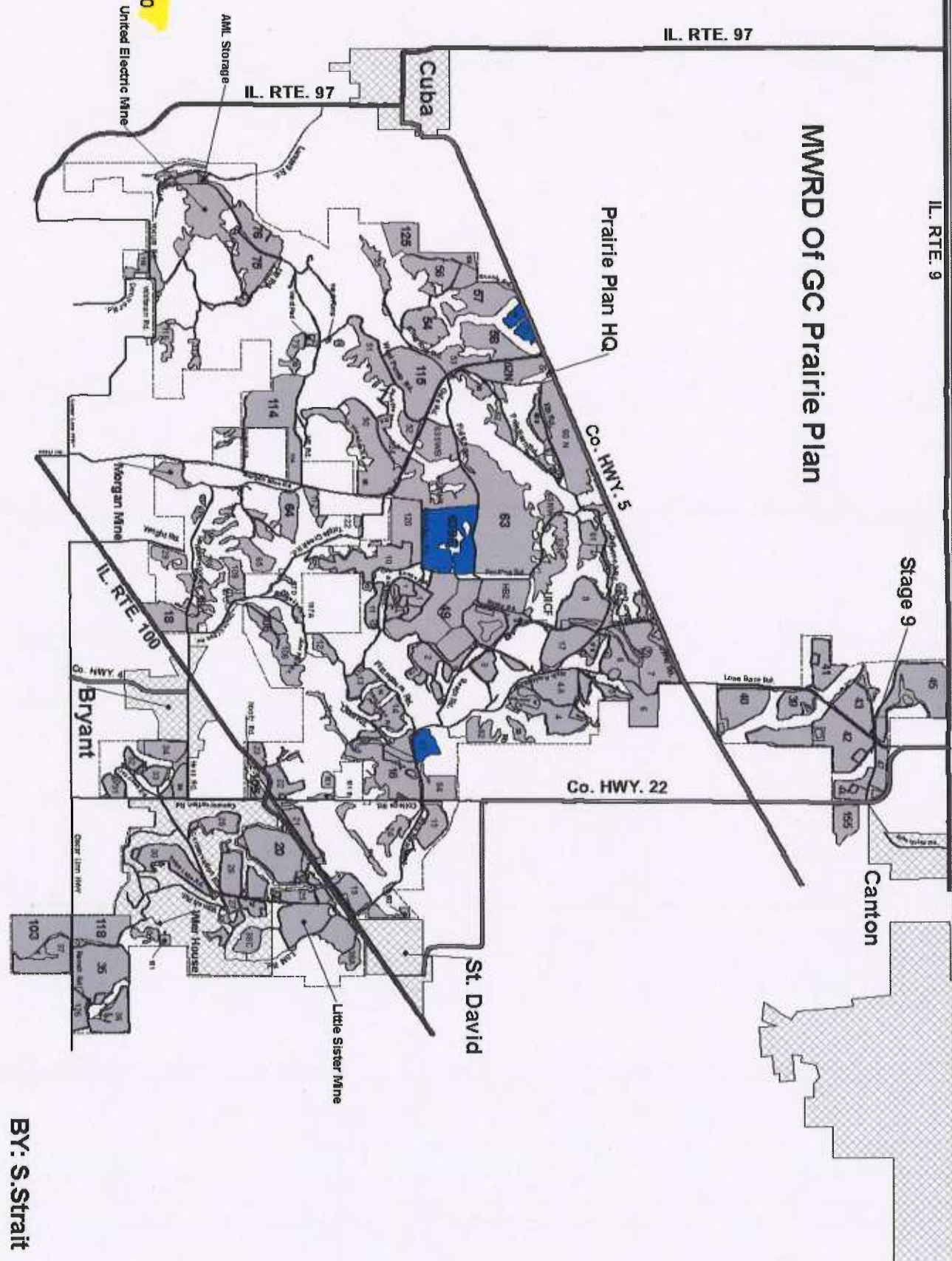
Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment



- Legend**
- Boundary
 - Fields
 - Towns
 - Amended Permit P-240
 - Roads
 - CO. HWY
 - MMRD
 - TWP
 - State HWY



BY: S.Strait



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1340, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to issue a 5-year permit extension to the Board of Trustees of Junior College District 534 to continue to use approximately 39.16 acres of District real estate located on the former Consolidation Coal Company Farm (Gavenda Tract) in Fulton County, Illinois, as a farm land laboratory. Consideration shall be an annual fee of \$2,927.00

Dear Sir:

Since March 8, 1973, the Board of Trustees of Junior College District 534 ("Spoon River College") has been issued a permit to use approximately 39.16 acres of District real located on the former Consolidation Coal Company Farm (Gavenda Tract) in Fulton County, Illinois, as a farm land laboratory. Spoon River College uses this land as part of its Agricultural Management Technology Curriculum which provides training and education to help the students acquire the practical skills necessary for their future careers in agriculture. The permit, as extended, is set to expire on March 24, 2015. Spoon River College has requested a 5-year extension to its permit upon expiration of same to continue its agricultural program. The current annual permit fee is \$2,828.00.

An annual permit fee of \$2,927.00 is recommended under the permit extension as such represents 10% of the fair market value of the land based upon current rental rates paid under the Fulton County farm leases plus an increase of 3.5% for inflation.

The District's technical departments reviewed the subject request and have no objections to the proposed 5-year permit extension.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the issuance of a 5-year permit extension to the Board of Trustees of Junior College District 534 to continue to use approximately 39.16 acres of District real estate located on the former Consolidation Coal Company Farm (Gavenda Tract) in Fulton County, Illinois, as a farm land laboratory. Consideration shall be an annual fee of \$2,927.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said Permit Extension Agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

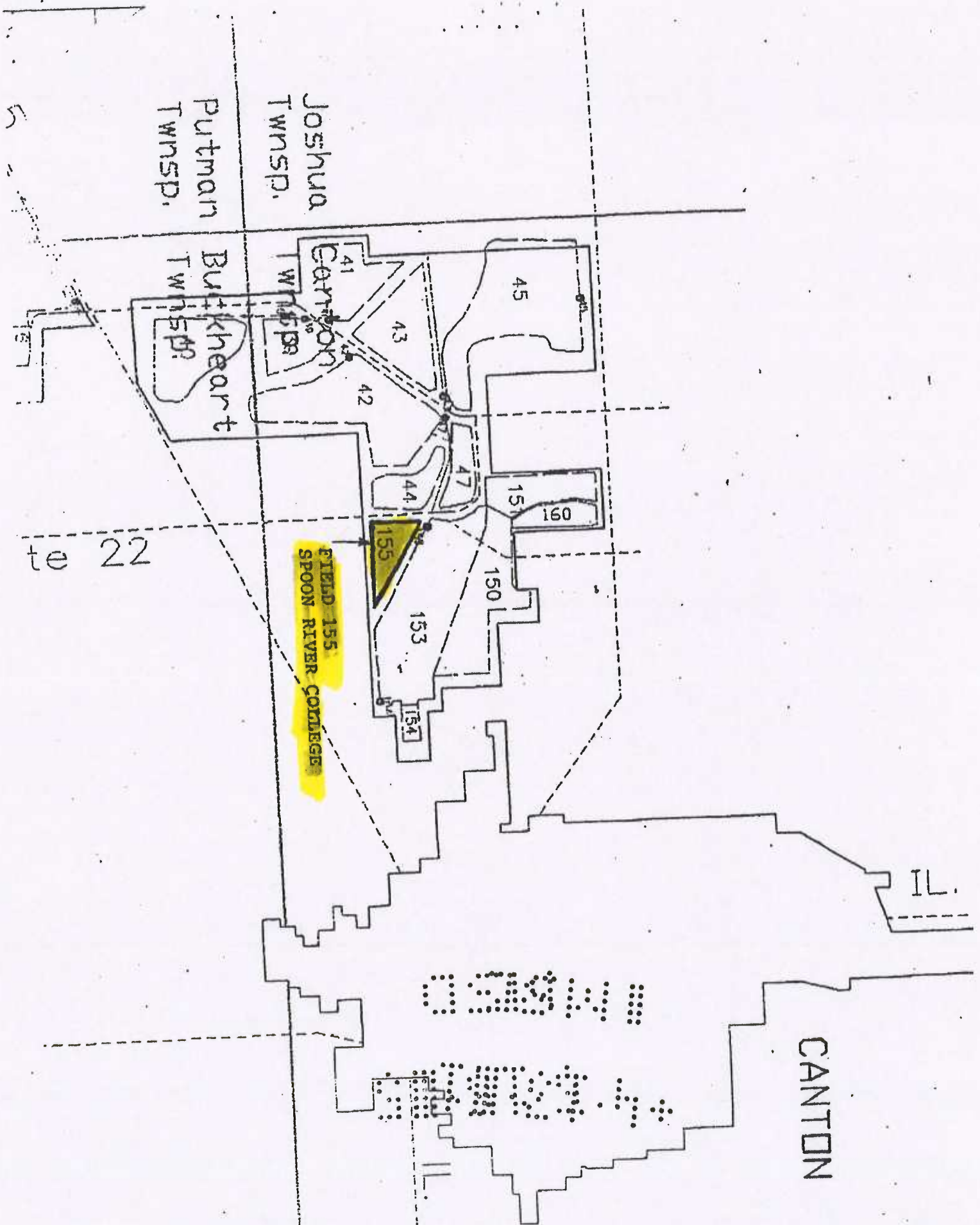
Requested, Ronald M. Hill, General Counsel, RMH:STM:MM

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1341, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to issue a 2-month permit to BP Pipelines (North America) Inc. to use an approximately 200' x 200' portion of Cal-Sag Channel Parcel 13.03 located along the southerly bank of the Cal-Sag Channel in Robbins, Illinois, as a temporary work space to conduct hydrostatic testing of Chicap Pipe Line Company's pipeline. Consideration shall be \$2,500.00

Dear Sir:

On March 16, 1995, the District granted Chicap Pipe Line Company ("Chicap") a 25-year easement to maintain, operate, repair, and remove its 14-inch crude oil pipeline and suspension bridge upon, over and across District Cal-Sag Channel Parcels 13.03 and 13.04 in Alsip and Robbins, Illinois. The easement expires May 27, 2019.

The District has received a request by BP Pipelines (North America) Inc. ("BP Pipelines") for a 2-month permit to use an approximately 200' x 200' portion of Cal-Sag Channel Parcel 13.03 located along the southerly bank of the Cal-Sag Channel in Robbins as a temporary work space to conduct hydrostatic testing of Chicap's pipeline. BP Pipelines operates and maintains Chicap's pipeline. A permit is recommended as the requested work area is outside of Chicap's easement boundaries.

The District's technical departments have reviewed BP Pipelines' request and have no objections thereto.

A fair market value fee of the permit premises would yield a fee less than the District's minimum \$2,500.00 fee. The District's standard minimum fee of \$2,500.00 is therefore recommended.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize the issuance of a 2-month permit to BP Pipelines (North America) Inc. to use an approximately 200' x 200' portion of Cal-Sag Channel Parcel 13.03 located along the southerly bank of the Cal-Sag Channel in Robbins, Illinois, as a temporary work space to conduct hydrostatic testing of Chicap Pipe Line Company's pipeline. Consideration shall be \$2,500.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that the Chairman of the Committee on Finance and the Clerk be authorized and directed to execute said permit agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:NPE:vp

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

File #: 14-1341, **Version:** 1

Attachment



Pulaski Road

Permit Premises

Cal-Sag Channel Parcel 13.04

Cal-Sag Channel Parcel 13.03





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1342, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to issue a one (1) year permit extension to West Shore Pipe Line Company on approximately 22,050 sq. ft. of District real estate located on portions of Main Channel Parcels 28.01 and 32.03 in Willow Springs and Bedford Park, Illinois for construction staging. Consideration shall be \$2,500.00

Dear Sir:

On December 21, 2006, the Board of Commissioners ("Board") granted a non-exclusive easement to West Shore Pipe Line Company ("West Shore") across a 10.4-mile long and 15-foot wide corridor of District real estate between Lemont Township and Forest View, Illinois to maintain and operate one 10" and one 12" petroleum pipeline. The easement expires on September 30, 2045.

At its October 17, 2013, meeting, the Board authorized the issuance of a one-year permit to West Shore to use an approximate 252,350 sq. ft. area of District land outside West Shore's easement premises for several construction staging areas for the maintenance and repair of its 10" petroleum pipeline. The permit is set to expire on January 5, 2015.

West Shore has advised that it completed most of the pipeline maintenance work with the exception of nine (9) maintenance areas. West Shore has requested a one-year permit extension to complete the remaining maintenance work along its pipeline. The remaining areas comprise approximately 22,050 sq. ft. and are located on Main Channel Parcels 28.01 and 32.03. Parcel 28.01 is under lease to Rowell Chemical Corporation ("Rowell"), and Parcel 32.03 is under lease to Kinder Morgan ("Kinder"). The extension is, therefore, subject to West Shore obtaining the written consent of Rowell and Kinder. Additionally, the permit area will be amended from 252,350 sq. ft. to approximately 22,050 sq. ft.

The technical departments have no objection to West Shore's permit extension. It is recommended that an extension fee of \$2,500.00 be assessed as it represents 10% of the fair market value of the reduced permit area.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the issuance of a one (1) year permit extension to West Shore Pipe Line Company on approximately 22,050 sq. ft. of District real estate located on portions of Main Channel Parcels 28.01 and 32.03 in Willow Springs and Bedford Park, Illinois for construction staging. Consideration shall be \$2,500.00.

It is further requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said permit extension agreement on behalf of the District once approved by the General Counsel as to form and legality.

Requested, Ronald M. Hill, General Counsel, RMH:STM:MM:ss

Recommended, David St. Pierre, Executive Director

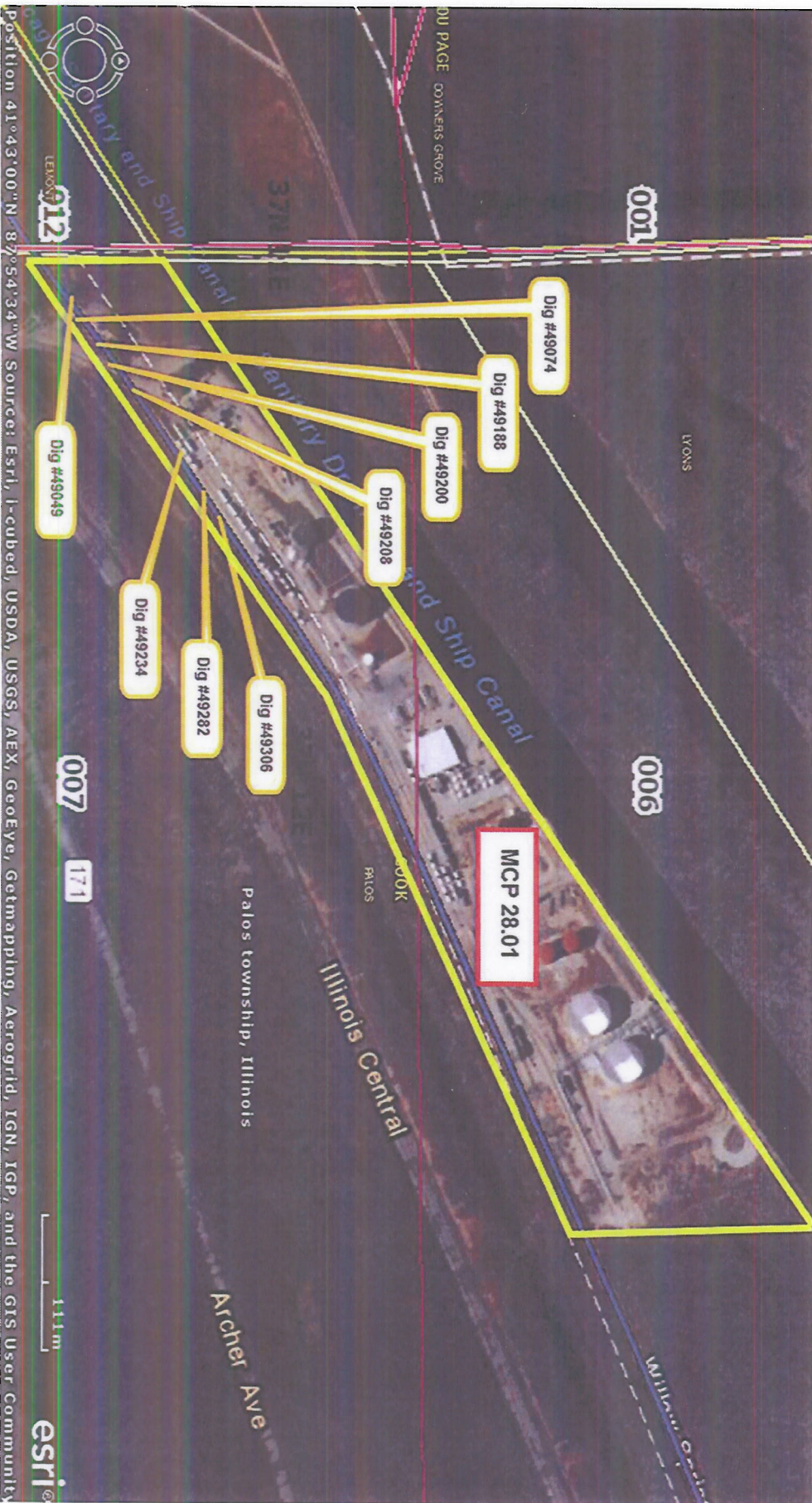
File #: 14-1342, **Version:** 1

Respectfully Submitted, Mariyana T. Spyropoulos, Chairman Committee on Real Estate Development
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachments

MWRDGC Parcel MCP 28-01 West Shore Pipe Line Company Integrity Digs

(10-inch diameter petroleum products pipeline depicted by blue line)

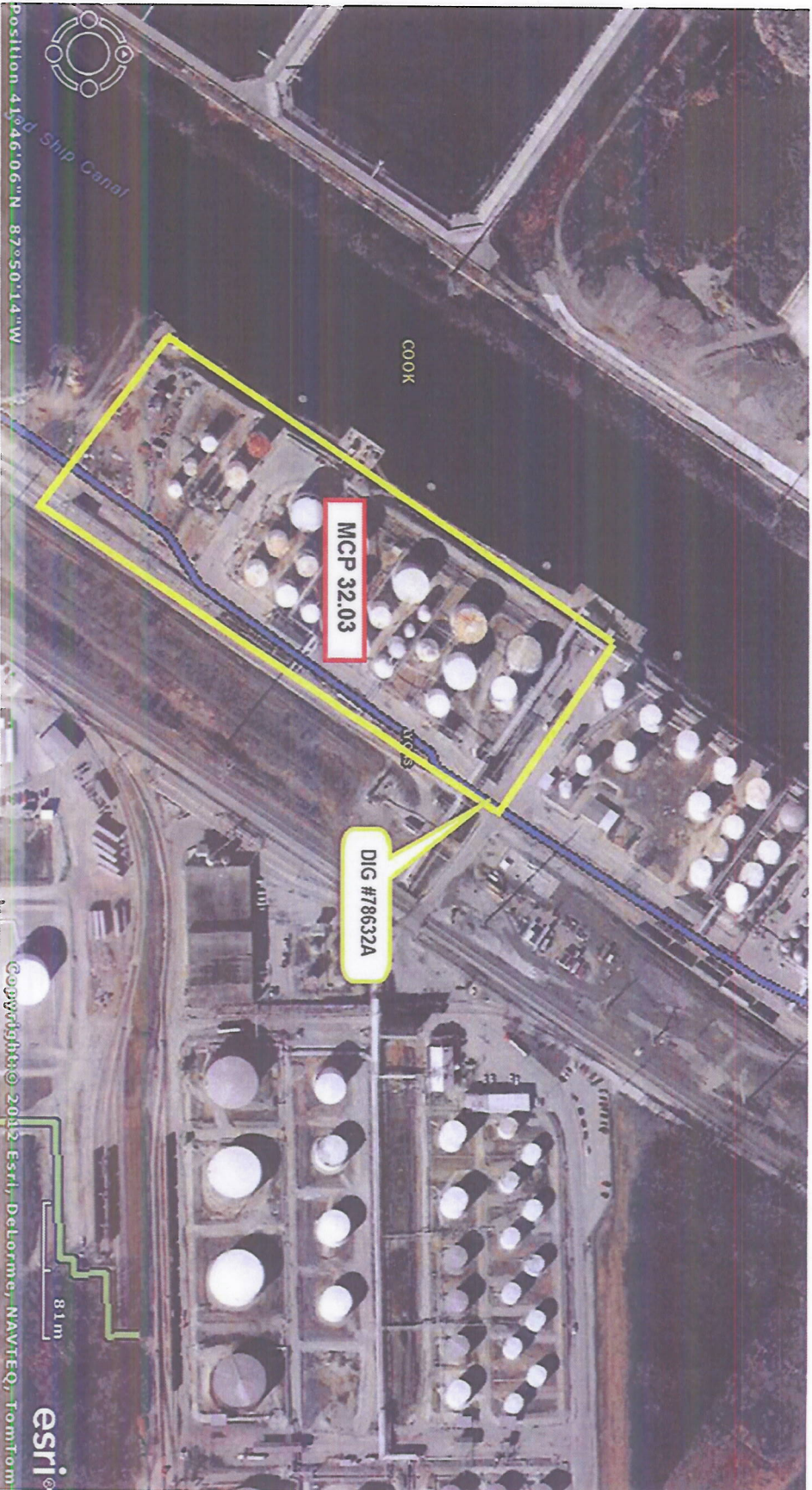


MWRDGC Parcel MCP 32.03

West Shore Pipe Line Company Integrity Digs

SE 22 & SW 23-38-12

(10-inch diameter petroleum products pipeline depicted by blue line)





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1379, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON STATE LEGISLATION AND RULES

Mr. David St. Pierre, Executive Director

Adoption of Amendments to the Rules of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago (*Deferred from the November 6, 2014 Board Meeting*)

Dear Sir:

In December of 1977, the Board of Commissioners adopted the Rules of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago ("Rules") to govern all of its regular and special meetings. These Rules have been amended from time to time with the last amendments adopted on February 17, 2011.

The following are proposed amendments to the Rules. These revisions have been underlined. The deleted provisions have been stricken.

SECTION 1.2 - Effective Date

These Rules shall be effective from and after ~~the first day of March 3, 2011~~ **December 4, 2014.**

SECTION 2.2 - Vacancy of Office

If a vacancy occurs, by reason of death, resignation, noncontinuation of the Officer's tenure as a Commissioner, or removal from the office of Commissioner for any other reason, then the Board shall elect, by a majority of the Board entitled by law to be elected, another of its members to fill such vacancy for the remainder of the two-year term. Such election shall be held not later than the second **third** regular meeting of the Board after the vacancy occurs.

Requested, Ronald M. Hill, General Counsel, RMH:bh

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Cynthia M. Santos, Chairman Committee State Legislation and Rules

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1345, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Report on Watershed Management Ordinance, Update on Ordinance Administration Progress

Dear Sir:

On October 3, 2013, the Board of Commissioners adopted the District's new Watershed Management Ordinance (WMO), which establishes uniform, minimum, countywide stormwater management regulations for new development and redevelopment throughout Cook County. Components regulated under the WMO include drainage and detention, volume control, floodplain management, isolated wetland protection, riparian environment protection, and soil erosion and sediment control. The WMO went into effect on May 1, 2014 and the District's Board of Commissioners most recently amended the WMO on July 10, 2014.

The Engineering Department's Local Sewer Systems Section administers the WMO through review and approval of permit applications. Proposed developments on the WMO's Existing Development Plans List (WMO-EDPL) are subject to the provisions of the Legacy Sewer Permit Ordinance and Manual of Procedures (SPO). Below is a summary of total permit applications processed during this transition year, as of November 1, 2014:

WMO permit applications processed in 2014:

- 104 received
- 61 issued

SPO permit applications processed in 2014:

- 297 received, of which 99 are subject to WMO-EDPL
- 310 issued (including prior year applications), of which 68 are subject to WMO-EDPL

Article 14 of the WMO allows local municipalities to become authorized to administer aspects of the WMO. An executed intergovernmental agreement (IGA) between a municipality and the District effectuates the municipality's status as an authorized municipality. Such municipalities are referred to as authorized municipalities. Municipalities interested in authorization must execute an intergovernmental agreement (IGA) between the municipality and the District. The following is a summary of IGAs for Authorized Municipalities processed by the Engineering Department's Local Sewer Systems Section this year, as of November 1, 2014:

- Authorized Municipality IGAs Negotiated: 9
- Authorized Municipality IGAs Executed: 5

Article 2 of the WMO allows local municipalities with corporate boundaries within Cook County and an adjacent county to adopt and enforce the ordinance of the adjacent county in lieu of the WMO. The following is a summary of IGAs for Multi-County Municipalities processed by the Engineering Department's Local Sewer Systems Section this year, as of November 1, 2014:

File #: 14-1345, **Version:** 1

- Multi-County Municipality IGAs Negotiated: 6
- Multi-County Municipality IGAs Executed: 2

The Technical Guidance Manual (TGM) was developed by the District in conjunction with the WMO to provide a useful resource to promote efficient and consistent permit submittals. In addition, a number of compliance resources were developed, all of which are available for download from the District website at wmo.mwrd.org. To streamline and ease the permitting process during the transition to the new ordinance, a series of 13 training events were hosted by the District to educate and inform municipal representatives and design engineers on the WMO, the District's permitting process, and how best to achieve compliant construction. Training events will continue in 2015.

Respectfully Submitted, Catherine A. O'Connor, Director of Engineering, WSS:JPM



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 14-1344, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Authority to enter into an intergovernmental agreement with the Village of Barrington whereby the Village of Barrington will enforce the Lake County Watershed Development Ordinance for the entire Village of Barrington

Dear Sir:

Authority is requested to enter into an intergovernmental agreement (IGA) with the Village of Barrington (Village) whereby the Village will enforce the Lake County Watershed Development Ordinance (LCWDO) for the entire Village.

On April 3, 2014, the Board of Commissioners granted authority to negotiate IGAs with multi-county municipalities interested in adopting and enforcing a respective collar county's stormwater ordinance in lieu of the stormwater management provisions of the Watershed Management Ordinance (WMO) as stipulated in Article 2, Section 207 of the WMO.

The IGA will effectuate the Village's status as a multi-county municipality under the WMO. The IGA requires the Village to issue stormwater permits, conduct inspections, and maintain records. Additionally, the IGA provides the District with a mechanism to audit the Village. The District will not require a Watershed Management Permit for most development activities within the Village; however, the District will require a Watershed Management Permit for sanitary sewer construction and impacts to District-owned infrastructure.

The District received a letter of intent on November 5, 2014, from the Village requesting status as a multi-county municipality. The Village has adopted and currently enforces the LCWDO. The District examined the letter of intent and determined that the Village meets the requirements contained in Article 2, Section 207 of the WMO.

It is respectfully requested that the Board of Commissioners grant authority to enter into an IGA with the Village of Barrington whereby the Village will adopt and enforce the LCWDO for the entire Village and that the Chairman of the Committee on Stormwater Management, the Executive Director and the Clerk be authorized to execute said IGA on behalf of the District upon approval by the Director of Engineering as to technical matters and by the General Counsel as to form and legality.

Future requests for authority to enter into IGAs with other multi-county municipalities for purposes of enforcing stormwater management provisions of a collar county's stormwater management ordinance will be submitted to the Board of Commissioners as requests are submitted by municipalities and after their qualifications have been evaluated by the Engineering Department.

Requested, Catherine A. O'Connor, Director of Engineering, WSS:JPM

Respectfully Submitted, Michael A. Alvarez, Chairman Committee on Stormwater Management

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board

File #: 14-1344, **Version:** 1

of Commissioners for November 20, 2014



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: O14-014, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON AFFIRMATIVE ACTION

Mr. David St. Pierre, Executive Director

Authority to extend the sunset date provision of Ordinance O12-003 from December 6, 2014 to June 4, 2015, Revisions to the Affirmative Action Interim Ordinance, Appendix D, of the Metropolitan Water Reclamation District of Greater Chicago

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 20, 2014

COMMITTEE ON AFFIRMATIVE ACTION

Mr. David St. Pierre, Executive Director

..Title

Authority to extend the sunset date provision of Ordinance O12-003 from December 6, 2014 to June 4, 2015, Revisions to the Affirmative Action Interim Ordinance, Appendix D, of the Metropolitan Water Reclamation District of Greater Chicago

..Body

Dear Sir:

On November 15, 2012, the Board of Commissioners adopted a revised Affirmative Action Interim Ordinance, Appendix D that contained a two-year sunset provision in Section 18 set to expire on December 6, 2014. In conjunction with the substantive revisions to the Ordinance, the District launched a comprehensive Disparity Study which focused on the construction industry in the Metropolitan Chicago area working with our consultant, Colette Holt and Associates. The purpose of the study is to ensure that the MWRD remains current and in compliance with laws governing affirmative action. It will also form the basis for any future revisions to the Ordinance. Originally, the study was to have been completed by the sunset date of December 6, 2014.

Since commencement of the study in April 2014, the District has been compiling voluminous data pertaining to prime contractors and their contracts with the MWRD over an extended period of time. Compilation of data has proven to be difficult and time-consuming due to the lack of centralized data collection in the past. As a result, the projected target date for review and analysis, preparation of a final report, and recommendations by the study consultant has been unfortunately delayed, while other aspects of the study process have forged ahead. Therefore, it has become necessary to revise and extend the sunset date of the Interim Ordinance from December 6, 2014 to June 4, 2015. There is no negative impact to the MWRD's affirmative action program by virtue of this short extension and, accordingly, it is hereby recommended that authorization to extend same on the terms expressed herein be granted. The revised Section 18 of the Ordinance is attached.

Requested, Thomas Savage, Affirmative Action Program Administrator, TJS:RMH:HSW:MTC:crb
Recommended by Ronald M. Hill, General Counsel

Respectfully submitted, Barbara J. McGowan, Chairman Committee on Affirmative Action
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 20, 2014

Attachment

ORDINANCE NUMBER O14-014

AN ORDINANCE PROVIDING FOR A REVISED AND
AMENDED SUNSET DATE AT SECTION 18 OF ORDINANCE
012-003, "REVISIONS TO THE AFFIRMATIVE ACTION INTERIM
ORDINANCE, APPENDIX D OF THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO"
FROM DECEMBER 6, 2014 TO JUNE 4, 2015, WHICH WAS
PREVIOUSLY ADOPTED ON NOVEMBER 15, 2012

Adopted by the Board of
Commissioners of the Metropolitan
Water Reclamation District of
Greater Chicago on the 20th day of
November, 2014

ORDINANCE NUMBER 014-014

AN ORDINANCE PROVIDING FOR A REVISED AND AMENDED SUNSET DATE AT SECTION 18 OF ORDINANCE 012-003, REVISIONS TO THE AFFIRMATIVE ACTION INTERIM ORDINANCE, APPENDIX D OF THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FROM DECEMBER 6, 2014 TO JUNE 4, 2015, WHICH WAS PREVIOUSLY ADOPTED ON NOVEMBER 15, 2012

PREAMBLE

Whereas, the Board of Commissioners previously undertook a comprehensive review of its Affirmative Action Program and adopted Interim Ordinance 12-003 on November 15, 2012;

Whereas, Section 18 of the Interim Ordinance contains a sunset provision that states: This Appendix D shall be reviewed no later than two years from its adoption and shall expire on December 6, 2014, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against M/WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the Metropolitan Chicago construction industry;

Whereas, as part of the aforementioned two-year review process, in April 2014, the District commenced a comprehensive and expansive disparity study focusing on the construction industry in the Metropolitan Chicago area to continue to ensure that the District remains current and in compliance with the laws governing Affirmative Action and may form the basis of any subsequent revisions to the current Interim Ordinance;

Whereas, the disparity study involves the compilation and analysis of voluminous records relating to prime contractors and their contracts with the District over a period of years and the gathering of such records has proven to be a time-consuming process;

Whereas, completion of a thorough analysis of the prime contractor records that have now been gathered is an integral part of the disparity study and will require additional time beyond the current sunset date of the Interim Ordinance;

Whereas, to facilitate completion of the aforementioned analysis, the sunset provision of the Interim Ordinance at Section 18, for good cause shown must now be revised and extended from December 6, 2014 to June 4, 2015.

NOW THEREFORE BE IT HEREBY ORDAINED AS FOLLOWS:

Section 18 of the Affirmative Action Interim Ordinance, Appendix D, Ordinance 012-003 is hereby deleted therefrom in its entirety, and substituted therefore is the following:

This Appendix D shall be reviewed no later than June 4, 2015 and shall expire on June 4, 2015, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against M/WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the Metropolitan Chicago construction industry.

All other provisions of the Affirmative Action Interim Ordinance, Appendix D, remain the same.

This Ordinance shall be in full force and effect forthwith upon its adoption.

Dated: this ____ day of _____, 2014

Approved as to Form and Legality:

Head Attorney

General Counsel

Attest:

Approved:

Clerk, Metropolitan Water Reclamation
District of Greater Chicago

Kathleen T. Meany, President
Board of Commissioners
Metropolitan Water Reclamation District of
Greater Chicago