

Metropolitan Water Reclamation District of Greater Chicago

*100 East Erie Street
Chicago, IL 60611*



Regular Board Meeting Consent Agenda - Final

Thursday, November 2, 2017

10:30 AM

Board Room

Board of Commissioners

Chairman of Finance Frank Avila, Commissioner Timothy Bradford, Commissioner Martin J. Durkan, Vice President Barbara J. McGowan, Commissioner Josina Morita, Commissioner Debra Shore, Commissioner Kari K. Steele, Commissioner David J. Walsh, President Mariyana T. Spyropoulos

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	Bradford	Spyropoulos
Federal Legislation	Bradford	Walsh
Finance	Avila	Steele
Industrial Waste & Water Pollution	Morita	Avila
Information Technology	Steele	Morita
Judiciary	Spyropoulos	Walsh
Labor & Industrial Relations	Spyropoulos	Durkan
Maintenance & Operations	Walsh	Bradford
Monitoring & Research	Steele	Bradford
Municipalities	Shore	Durkan
Pension, Human Resources & Civil Service	Spyropoulos	McGowan
Public Health & Welfare	Durkan	Shore
Public Information & Education	Morita	McGowan
Procurement	McGowan	Morita
Real Estate Development	Walsh	Steele
State Legislation & Rules	Durkan	Morita
Stormwater Management	Shore	Steele

2017 REGULAR BOARD MEETING SCHEDULE

January	5	19
February	2	16
March	2	16
April	6	20
May	4	18
June	1	15
July	6	
August	3	31
September	14	
October	5	19
November	2	16
December	5 (Annual Meeting)	
December	7	21

2017

January

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Call Meeting to Order**Roll Call****Approval of Previous Board Meeting Minutes****Public Comments****Recess and Convene as Committee of the Whole****Recess and Reconvene as Board of Commissioners****Finance Committee****Authorization**

- 1 [17-1147](#) Authority to Approve Travel Expenses for Members of the Board of Commissioners, in the estimated amount of \$801.00, Accounts 101-11000-612010 and 101-11000-612030

Procurement Committee**Report**

- 2 [17-1146](#) Report of bid opening of Tuesday, October 24, 2017
- 3 [17-1148](#) Report on rejection of bids for Contract 17-604-12 (Re-Bid), Furnish and Deliver Air Handling Coils to Various Locations, Groups A and B, estimated total cost \$110,485.00

Authorization

- 4 [17-1121](#) Authorization to exercise an option to extend and amend agreement with CPower, for Contract 14-RFP-35 Energy Curtailment Services, for 2018-19
- 5 [17-1122](#) Authorization to exercise an option to extend and amend agreement with Blue Delta Energy, LLC, for Contract 15-RFP-25 (Re-bid) Environmental Attributes Service Provider, for 2018, on a percentage retention structure of 90% for the District and 10% for Blue Delta.

Authority to Advertise

- 6 [17-1115](#) Authority to advertise Contract 17-483-11 to Provide Co-location Services for District Infrastructure, estimated cost \$360,000.00, Account 101-27000-612210, Requisition 1460676
- 7 [17-1120](#) Authority to advertise Contract 18-676-11 Pest, Rodent, Termite and Animal Control at Various Service Areas, estimated cost \$160,400.00, Accounts 101-15000/69000-612370/612390/612420, Requisitions 1474791 and 1477418

Issue Purchase Order

- 8 [17-1076](#) Issue purchase order to Governmentjobs.com, Inc. for Annual Maintenance and Support of the AMS 5 Enterprise Software (Sigma 5), in an amount not to exceed \$14,101.50, Account 101-27000-612820, Requisition 1469602
- 9 [17-1111](#) Issue purchase order and enter into an agreement with Aerico, Inc. for maintenance services for APC equipment, in an amount not to exceed \$66,554.90, Account 101-27000-612810, Requisition 1477215
- 10 [17-1112](#) Issue purchase order to SHI International Corporation to Furnish and Deliver Adobe Acrobat Pro Software Licenses and License Renewal, in an amount not to exceed \$18,408.00, Accounts 101-27000-612820, 623800, Requisition 1468503
- 11 [17-1113](#) Issue purchase order and enter into an agreement with HP Inc. for the purchase of new and replacement computer hardware and replacement toner, in an amount not to exceed \$364,200.00, Accounts 101-27000-623810, 623520, Requisition 1477214
- 12 [17-1114](#) Issue purchase order to CDW Government LLC, to Furnish and Deliver Cisco FirePower Services and SmartNet Support for Cisco ASA Firewalls, in an amount not to exceed \$34,647.10, Account 101-27000-612840, Requisition 1477204
- 13 [17-1116](#) Issue purchase order to Computerized Facility Integration LLC, to Furnish and Deliver IBM TRIRIGA Annual Software Maintenance Renewal, in an amount not to exceed \$30,301.20 Account 101-27000-612820, Requisition 1476767
- 14 [17-1119](#) Issue purchase order to CommVault Systems, Inc. for maintenance renewal and software for CommVault's Backup Software and Premier Maintenance Package, in an amount not to exceed \$170,674.21, Accounts 101-27000-612820, 612430, Requisition 1477414, 1472031
- 15 [17-1133](#) Issue purchase order for Contract 17-425-12 (Re-Bid), Furnish and Deliver Paper to Various Locations for a Thirty-Six (36) Month Period, to Veritiv Operating Company, in an amount not to exceed \$174,617.08, Account 101-15000-623520, Requisition 1465252

- 16 [17-1135](#) Issue purchase order for Contract 17-672-11, Furnishing and Delivering Tires for Heavy Equipment to Various Locations, to Pomp's Tire Service, Inc., in an amount not to exceed \$82,780.48, Account 101-66000-623250, Requisition 1459145
- 17 [17-1149](#) Issue purchase order for Contract 16-608-23 (Re-Bid), Furnish and Deliver Concrete Erosion Control Block Mats to SEPA 4, to Motz Enterprises, Inc., in an amount not to exceed \$68,000.00, Account 201-50000-645600, Requisition 1430718
- 18 [17-1150](#) Issue purchase order for Contract 17-712-21, Furnish and Deliver Two Submersible Pumps to O'Brien Water Reclamation Plant, to Flow-Technics, Inc., in an amount not to exceed \$28,155.00, Account 201-50000-645600, Requisition 1469141

Award Contract

- 19 [17-1134](#) Authority to award Contract 14-263-3F, Melvina Ditch Reservoir Improvements, to F.H. Paschen, S.N. Nielsen & Associates LLC, in an amount not to exceed \$14,245,000.00, plus a five (5) percent allowance for change orders in an amount of \$712,250.00, for a total amount not to exceed \$14,957,250.00, Account 401-50000-645620, Requisition 1461610
Attachments: [Contract 14-263-3F Revised Appendix D Report.pdf](#)
 [Contract 14-263-3F PROJECT VIEW.pdf](#)
- 20 [17-1136](#) Authority to award Contract 17-055-11, Furnish and Deliver Pipe Covering and Insulation to Various Locations for a One (1) Year Period, to FBM Galaxy, Inc., in a total amount not to exceed \$26,255.33, Account 101-20000-623170
Attachments: [Contract 17-055-11 Item Descriptions.pdf](#)
- 21 [17-1137](#) Authority to award Contract 17-705-21, Rehabilitate One Raw Sewage Pump Rotating Assembly at the O'Brien Water Reclamation Plant, to Xylem Water Solutions U.S.A., Inc., in an amount not to exceed \$178,300.00, Account 201-50000-645600, Requisition 1456115

Increase Purchase Order/Change Order

- 22 [17-1117](#) Authority to increase purchase order with Forward Space, LLC for stand-up desks in an amount of \$8,000.000 from an amount of \$24,999.00 to an amount not to exceed \$32,999.00, Account 101-25000-623520, Purchase Order 8008785

- 23 [17-1156](#) Authority to increase Contract 15-711-22, Process Control Building Restoration at the O'Brien Water Reclamation Plant, to Dardon's Roofing Ltd, in an amount of \$18,300.00 from an amount of \$483,895.00 to an amount not to exceed \$502,195.00, Account 201-50000-645690, Purchase Order 5001559
Attachments: [15-711-22.pdf](#)

Budget & Employment Committee

Report

- 24 [17-1138](#) Report on Budgetary Revenues and Expenditures for the third quarter of 2017, ended September 30, 2017
Attachments: [2017 Third Quarter Attachment - Budgetary Revenue & Expenditure Report.pdf](#)

Industrial Waste & Water Pollution Committee

Report

- 25 [17-1142](#) Report on Public Notification of Significant Industrial Users Having Exemplary Compliance Records and Industrial Users Significantly Violating Pretreatment Standards or Other Requirements
Attachments: [11-02-17 Publication ATT 1.pdf](#)
 [11-02-17 Publication ATT 2.pdf](#)

Judiciary Committee

Authorization

- 26 [17-1131](#) Authority to settle the Workers' Compensation Claims of Daniel Feeney vs. MWRDGC, Cases 12 WC 13992 and 12 WC 28718 Illinois Workers' Compensation Commission, in the sum of \$400,000.00, Account 901-30000-601090

Labor & Industrial Relations Committee

Authorization

- 27 [17-1140](#) 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 2017 - 2020.pdf](#)

Maintenance & Operations Committee

Authorization

- 28 [17-1125](#) Authorization to enter into an Intergovernmental Agreement with the City of Chicago Department of Streets and Sanitation to accept woodchips at the Harlem Avenue and Calumet Solids Management Areas to facilitate biosolids composting operations

Monitoring & Research Committee**Authorization**

- 29 [17-1109](#) Authorization to extend the term of the Memorandum of Understanding with Aarhus Vand A/S of Denmark for Engaging in a Knowledge Exchange Program
Attachments: [11-02-17 Aarhus-Amendment No. 1 .pdf](#)
 [11-02-17 Aarhus-MOU Signed Agreement.pdf](#)

Real Estate Development Committee**Authorization**

- 30 [17-1144](#) Authority to commence statutory procedures to lease approximately 2.5 acres of District real estate located at 15680 Canal Bank Road in Lemont, Illinois; Main Channel Parcel 23.10 (Western Portion)
Attachments: [Aerial Map.Parcel 23.10 \(Western Portion\).pdf](#)
- 31 [17-1145](#) Authority to amend permit agreement issued to United Parcel Service, Inc. on 20.5 acres of District real estate located at the Cal-Sag Channel and Ridgeland Avenue in Alsip, Illinois and known as the Ridgeland Avenue Drying Facilities; Cal-Sag Channel Parcel 10.04 (eastern portion) for storing and parking trucks and trailers, to add 4+/- acres to the permit premises for the period of November 2, 2017, to January 31, 2018. Consideration shall be \$827,000.00
Attachments: [Aerial Map.Parcel 10.04 \(Eastern Portion\).pdf](#)

Stormwater Management Committee**Report**

- 32 [17-1139](#) Report on Green Infrastructure, Detention, and Compensatory Storage Volumes Required by the Watershed Management Ordinance
Attachments: [Quarterly Reporting Table 2017Q3.pdf](#)

Authorization

- 33 [17-1143](#) Authority to negotiate intergovernmental agreements to assist various local municipalities and other governmental organizations with Green Infrastructure projects
Attachments: [2017 GI Projects List.pdf](#)

Miscellaneous and New Business

Resolution

- 34 [17-1141](#) RESOLUTION sponsored by the Board of Commissioners congratulating employees who retired in the last year
Attachments: [Retirees List from 05-01-2016 to 10-20-2017.pdf](#)

Adjournment



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1147, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON FINANCE

Mr. David St. Pierre, Executive Director

Authority to Approve Travel Expenses for Members of the Board of Commissioners, in the estimated amount of \$801.00, Accounts 101-11000-612010 and 101-11000-612030

Dear Sir:

In accordance with Resolution approved by the Board on February 16, 2017, effective February 27, 2017, in order to comply with 50 ILCS 150/1 *et seq*, *Local Government Travel and Expense Control Act*, authorization is requested to approve the travel expense for:

Josina Morita, Commissioner, in the estimated amount of \$755.00, for travel to Lansing, Michigan to attend the Dual Economy conference on November 3, 2017.

Debra Shore, Commissioner, in the amount of \$46.00, for parking costs associated with attendance at the Water Environmental Federation's Technical Exhibition and Conference WEFTEC on October 1 - 4, 2017.

Funds are available in Account 101-11000-612010 and 101-11000-612030.

Requested, Mary Ann Boyle, Treasurer, MB:TN

Respectfully submitted, Frank Avila, Chairman Committee on Finance

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 2 , 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1146, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report of bid opening of Tuesday, October 24, 2017

Dear Sir:

Bids were received and opened on 10/24/2017 for the following contracts:

CONTRACT 17-365-11 PUBLIC TENDER OF BIDS A 20-YEAR LEASE ON 23.95 ACRES OF DISTRICT
REAL ESTATE LOCATED AT 4801 SOUTH HARLEM AVENUE IN FOREST VIEW, ILLINOIS; MAIN
CHANNEL PARCEL 37.04

LOCATION: FOREST VIEW, IL

ESTIMATE: \$590,000.00

GROUP: TOTAL

PETROLEUM FUEL & TERMINAL COMPANY	\$590,000.00
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BIDDERS NOTIFIED: 165	PLANHOLDERS: 15
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CONTRACT 17-902-31 INSTALLATION OF SHAFTLESS SCREW CONVEYORS FOR AERATED GRIT
TANKS AT THE STICKNEY WATER RECLAMATION PLANT

LOCATION: STICKNEY, IL

ESTIMATE: \$2,400,000.00

GROUP: TOTAL

IHC CONSTRUCTION COMPANIES, L.L.C.	\$2,595,000.00
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BIDDERS NOTIFIED: 799	PLANHOLDERS: 30
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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 #: 17-1148, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Report on rejection of bids for Contract 17-604-12 (Re-Bid), Furnish and Deliver Air Handling Coils to Various Locations, Groups A and B, estimated total cost \$110,485.00

Dear Sir:

On November 3, 2016, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 17-604-11, Furnish and Deliver Air Handling Coils to Various Locations.

On January 5, 2017, authorization to amend the Board Order of November 3, 2016 was approved by the Board of Commissioners.

In response to a public advertisement of February 22, 2017, a bid opening was held on March 14, 2017. All bids were rejected at the Board Meeting of April 6, 2017.

In response to a public re-advertisement of September 13, 2017, a bid opening was held on October 3, 2017. The bid tabulation for this contract is:

<u>GROUP A: COILS FOR THE CALUMET, STICKNEY, AND HANOVER PARK WRPS</u>	
INDI ENTERPRISES, INC.	\$100,100.00

<u>GROUP B: COILS FOR THE CALUMET WRP</u>	
INDI ENTERPRISES, INC.	*\$150,700.00
*corrected total	

One thousand three hundred sixteen (1,316) companies were notified of this contract being advertised and fourteen (14) companies requested specifications.

A review of the sole bid, submitted by Indi Enterprises, Inc., revealed that they submitted two separate bid deposit checks, one for each group. The bid deposit required for Group A was \$4,270.00 and the check amount submitted was \$4,000.00. The bid deposit required for Group B was \$1,255.00 and the check amount submitted was \$1,525.00.

Therefore, the bid for Group A is considered non-responsive and rejected for failing to provide the correct dollar value for the bid deposit required.

The bid for Group B, in the amount of \$150,700.00 was approximately 500 percent over the estimated amount of \$25,100.00 and considered too high to award. Also, the bidder added an alternate manufacturer and price for item 1B and added lead times for delivery that appear to be longer than the 70 day requirement in the

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detail specifications on DS-6.

Therefore, the bid for Group B is considered too high for award and rejected in the public's best interest. The Director of Procurement and Materials Management has informed Indi Enterprises, Inc., of this action.

The Maintenance and Operations Department will re-advertise as soon as is practical.

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1121, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to exercise an option to extend and amend agreement with CPower, for Contract 14-RFP-35 Energy Curtailment Services, for 2018-19

Dear Sir:

At the Board Meeting of April 9, 2015, the Board of Commissioners authorized the District to enter into an agreement with CPower (formerly EnergyConnect, Inc., a Johnson Controls Company) to provide energy curtailment services for the District for a three year period. Over the last 3 years, CPower registered the District to participate in an Emergency Capacity Demand Response program, and remitted payment for this directly to the District. The existing agreement gives the District the option to extend the agreement annually with proportional mutual benefits.

The contract was structured so that CPower would receive 9.9% of the curtailment value and the District would receive 90.1%. This was the highest return realized from the BAFOs. Over the last 3 years, the District has received nearly \$5 million. We estimate receiving \$2.35 million for the period June 1, 2018 through May 31, 2019.

The extension of the termination date is in compliance with the Illinois Criminal Code because it is germane to the original agreement as signed and is in the best interest of the District.

In view of the foregoing, it is requested that for the period from June 1, 2018, through May 31, 2019, the Board of Commissioners authorize the Director of Procurement and Materials Management to accept the offer from CPower.

Requested, John P. Murray, Director of Maintenance and Operations

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

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

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Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
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Legislation Text

File #: 17-1122, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authorization to exercise an option to extend and amend agreement with Blue Delta Energy, LLC, for Contract 15-RFP-25 (Re-bid) Environmental Attributes Service Provider, for 2018, on a percentage retention structure of 90% for the District and 10% for Blue Delta.

Dear Sir:

At the Board Meeting of April 21, 2016, the Board of Commissioners authorized the District to enter into an agreement with Blue Delta Energy, LLC to provide service to analyze and monetize Lockport Renewable Energy Credits (RECs). Over the last 18 months, Blue Delta Energy, LLC has monetized these attributes, created tracked and deliver the attributes to identified markets, and remitted payment for these attributes directly to the District. The existing agreement gives the District the option to extend the agreement up to an additional two years.

The contract was structured so that Blue Delta Energy, LLC would work on a retainage percentage basis for older vintage attributes from 2010 through 2016. After a transitional period, the attributes value was fixed for the last 4 months of 2016 and year 2017.

The market for RECs is volatile with the price fluctuating daily. Blue Delta Energy, LLC has offered us a proposal to continue work on a percentage retention structure. We believe this is in the best interest of the District as the fixed prices currently being quoted for Lockport's RECs are on the lower end of the historical range. We also believe the prices have more potential to increase than decrease from the current level.

Exercising the option to extend and amend the agreement is in compliance with the Illinois Criminal Code because it is germane to the original agreement as signed and is in the best interest of the District.

In view of the foregoing, it is requested that for the period from January 1, 2018, through December 31, 2018, the Board of Commissioners authorize the Director of Procurement and Materials Management to accept the offer from Blue Delta Energy.

Requested, John P. Murray, Director of Maintenance and Operations

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

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

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Metropolitan Water Reclamation District of Greater Chicago

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Legislation Text

File #: 17-1115, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 17-483-11 to Provide Co-location Services for District Infrastructure, estimated cost \$360,000.00, Account 101-27000-612210, Requisition 1460676

Dear Sir:

Contract documents and specifications have been prepared to provide co-location services for District infrastructure. This contract will begin on March 1, 2018.

The purpose of this contract is to: 1) provide co-location services for various components of the District's computing environment for 36 months with two 12-month extensions; and 2) the relocation of our equipment from our current co-location facility (5 racks of storage, server, and network hardware) to the new co-location facility through February 28, 2021. This will enable the Information Technology Department to reliably maintain and manage the District's core infrastructure environment.

The estimated cost for this contract is \$360,000.00

A bid deposit is not required for this contract.

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

Due to the scope of work to be performed, the Affirmative Action Appendix A will not be included.

The tentative schedule for this contract is as follows:

Advertise	November 15, 2017
Bid Opening	November 28, 2017
Award	January 4, 2018
Completion	February 28, 2021

Funds are being requested in 2018, 2019, 2020, and 2021 in Account 101-27000-612210 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 17-483-11.

Requested, John H. Sudduth, Director of Information Technology, JS:SK:RP

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

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

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of Commissioners for November 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1120, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to advertise Contract 18-676-11 Pest, Rodent, Termite and Animal Control at Various Service Areas, estimated cost \$160,400.00, Accounts 101-15000/69000-612370/612390/612420, Requisitions 1474791 and 1477418

Dear Sir:

Contract documents and specifications have been prepared for pest, rodent, termite and animal control at various service areas, at the request of the Maintenance and Operations Department.

The purpose of this contract is to obtain the services of licensed pest, rodent, termite and animal control technicians, as needed, to maintain pest, rodent, animal and termite-free environments at various District facilities over a four-year period.

The estimated cost of this contract is \$32,000.00 for Group A (SWRP), \$48,000.00 for Group B (CWRP), \$16,000.00 for Group C (OWRP), \$6,800.00 for Group D (KWRP), \$10,800.00 for Group E (EWRP), \$6,800.00 for Group F (HPWRP), \$16,000.00 for Group G (Lockport Powerhouse) and \$24,000.00 for Group H (M.O.B./Annex). The estimated 2018, 2019, 2020 and 2021 expenditures are \$40,100.00 for each year respectively.

A bid deposit is not required for this contract.

The Multi-Project Labor Agreement (MPLA) will not be included in this contract because the classification of work does not fall within the provisions of the MPLA.

The Affirmative Action Ordinance, Revised Appendix D, will not be included in this contract due to the specialized nature of the services required and because the estimate for each group is less than the minimum threshold established by Section 4 of the Affirmative Action Ordinance.

It is estimated that this contract will employ one person.

The tentative schedule for this contract is as follows:

Advertise	November 29, 2017
Bid Opening	December 19, 2017
Award	January 4, 2018
Completion	December 31, 2021

Funds are being requested in 2018 in Accounts 101-15000/69000-612370/612390/612420, and are contingent on the Board of Commissioner's approval. Funds for subsequent years, 2019, 2020 and 20121, are contingent on the Board of Commissioners' approval of the District's budget for those years.

File #: 17-1120, **Version:** 1

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to advertise Contract 18-676-11.

Requested, John P. Murray, Director of Maintenance and Operations, BAP:SO'C:MAG:JR

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1076, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order to Governmentjobs.com, Inc. for Annual Maintenance and Support of the AMS 5 Enterprise Software (Sigma 5), in an amount not to exceed \$14,101.50, Account 101-27000-612820, Requisition 1469602

Dear Sir:

Authorization is requested to issue a purchase order to Governmentjobs.com, Inc. for the annual maintenance and support of the AMS 5 Enterprise Software (Sigma 5) for a one-year period. This purchase order will expire on December 31, 2018.

Sigma 5 is the applicant management system used by the Human Resources Department to receive online employment applications, track and process job applicants, and score examinations. Software licensing needs to be renewed before the current coverage expires.

Governmentjobs.com, Inc. the sole service provider of annual maintenance and support of the AMS 5 Enterprise Software (Sigma 5), has submitted prices for the services required. Inasmuch as Governmentjobs.com, Inc. is the only source of supply for the services required, said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

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

The Multi-Project Labor Agreement (MPLA) is not applicable due to the specialized nature of the services required.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue said purchase order to Governmentjobs.com, Inc. in an amount not to exceed \$14,101.50.

Funds are available in Account 101-27000-612820.

Requested, John H. Sudduth, Director of Information Technology, JHS:SK:BVS:bvs
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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1111, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement with Aerico, Inc. for maintenance services for APC equipment, in an amount not to exceed \$66,554.90, Account 101-27000-612810, Requisition 1477215

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Aerico, Inc. for maintenance services for APC equipment at District computer centers. This purchase order will expire on December 31, 2018.

Aerico, Inc. is the only APC Elite Large Data Center Partner for the Chicagoland area using local factory trained and certified field service personnel. Aerico, Inc. has submitted prices for the services required. Inasmuch as Aerico, Inc. is the only source of supply for the services required, nothing would be gained by advertising for bids (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 due to the specialized nature of the services required.

In view of the foregoing it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement with Aerico, Inc. in an amount not to exceed \$66,554.90.

Funds are being requested in 2018, in Account 101-27000-612810, and are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, John H. Sudduth, Director of Information Technology, JHS:SK:RP

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1112, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order to SHI International Corporation to Furnish and Deliver Adobe Acrobat Pro Software Licenses and License Renewal, in an amount not to exceed \$18,408.00, Accounts 101-27000-612820, 623800, Requisition 1468503

Dear Sir:

Authorization is requested to issue a purchase order to SHI International Corporation to furnish and deliver Adobe Acrobat Pro software licenses and license renewal for a one-year period under General Services Administration (GSA) Joint Purchasing Contract GS-35F-0111K. The District has the ability to participate in GSA contracts under the Government Joint Purchasing Act, 30 ILCS 525/0.01 et.seq. The coverage period for Adobe Acrobat Pro software maintenance under this purchase is from December 20, 2017 through December 19, 2018.

GS-35F-0111K is a GSA Schedule 70 Contract which offers a wide range of software and accompanying services through licensing agreements. The GSA currently has a competitively bid contract with SHI International Corporation for the purchase of Adobe software and related services. The invitation to bid was issued to establish a contract to enable authorized governmental units to purchase Adobe software and software maintenance during the contract period which began on November 24, 2004 and expires on November 23, 2019.

The District uses Adobe Acrobat Pro software to create and edit PDF documents.

SHI International Corporation, the sole source of supply under General Services Administration (GSA) Joint Purchasing Contract GS-35F-0111K of Adobe Acrobat Pro licenses and software maintenance, has submitted prices for the product required. Inasmuch as SHI International Corporation is the only source of supply for the product required, said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

SHI International Corporation 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 SHI International Corporation in an amount not to exceed \$18,408.00.

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

File #: 17-1112, **Version:** 1

Requested, John H. Sudduth, Director of Information Technology, JHS:SK:BVS:bvs

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1113, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order and enter into an agreement with HP Inc. for the purchase of new and replacement computer hardware and replacement toner, in an amount not to exceed \$364,200.00, Accounts 101-27000-623810, 623520, Requisition 1477214

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with HP Inc. for the purchase of new and replacement computer hardware and replacement toner. This purchase order will expire on December 31, 2018.

An initiative was started last year to replace the District's end-user computer systems. This replacement is necessary to bring the organization up to date with compatible software, security protection, reduced printing errors, and web-enabled interactions for today's common cloud-based applications. It is important to replace these computers to keep our environment safe from the latest computer threats. To date, over 900 desktops have been fully deployed at most District locations with an additional 215 to be completed by the end of 2017. Additionally, this purchase order will include inter-departmental budget requests for computers, monitors, and printers to be provided in 2018.

The National Association of State Procurement Officials (NASPO) was formally established on January 29, 1947, in Chicago, Illinois. NASPO is an organization through which the member purchasing officials provide leadership in professional public procurement to attain greater efficiency, economy, and customer satisfaction. The Western States Contracting Alliance (WSCA) was formed in October 1993 by the state purchasing directors from fifteen NASPO western states. WSCA established the means by which participating states may join together in cooperative multi-state contracting to achieve cost-effective and efficient acquisition of products and services. All governmental entities within WSCA states as well as authorized governmental entities in non-WSCA states are welcome to use the approved agreements.

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

The Multi-Project Labor Agreement is not applicable because this is 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 and enter into an agreement with Hewlett-Packard Inc. in an amount not to exceed \$364,200.00.

Funds are being requested in 2018 in Accounts 101-27000-623810, 623520, and are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, John H. Sudduth, Director of Information Technology, JS:SK:JLR:MHL:ml

File #: 17-1113, **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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1114, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order to CDW Government LLC, to Furnish and Deliver Cisco FirePower Services and SmartNet Support for Cisco ASA Firewalls, in an amount not to exceed \$34,647.10, Account 101-27000-612840, Requisition 1477204

Dear Sir:

Authorization is requested to issue a purchase order to CDW Government LLC to furnish and deliver Cisco FirePower Services and SmartNet Support for the District's ASA Firewall appliances. The term of this purchase order is December 1, 2017 to November 30, 2018.

Cisco FirePower Services and SmartNet provides licensing and support for the firewall appliances that protect the District's administrative data network from the public internet for various District offices and plant locations.

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. On May 10, 2017 the Cook County Board met and the contract was extended a second time to May 14, 2018. 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 Cisco FirePower Services and SmartNet Support for a one-year period per the established contract discount percentages. Inasmuch as CDW Government LLC is the only source of supply for the Cisco FirePower Services and SmartNet Support for Cisco ASA Firewalls, 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 due to the specialized nature of the services required.

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 \$34,647.10.

Funds are available in Account 101-27000-612840.

Requested, John H. Sudduth, Director of Information Technology, JS:SK:RP:EW
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

File #: 17-1114, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1116, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order to Computerized Facility Integration LLC, to Furnish and Deliver IBM TRIRIGA Annual Software Maintenance Renewal, in an amount not to exceed \$30,301.20 Account 101-27000-612820, Requisition 1476767

Dear Sir:

Authorization is requested to issue a purchase order to Computerized Facility Integration LLC to furnish and deliver IBM TRIRIGA Annual Software Maintenance Renewal. The coverage for this purchase order is from December 1, 2017 through November 30, 2018.

The Tririga Real Estate System is utilized by the District to inventory, manage and track the District's real estate assets as well as to invoice and manage rental payments received from tenants.

Computerized Facility Integration LLC, the sole source of supply, has submitted prices for the IBM TRIRIGA annual software maintenance renewal required. Inasmuch as Computerized Facility Integration LLC is the only source of supply for the IBM TRIRIGA annual software maintenance renewal, said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

Computerized Facility Integration LLC is registered and in good standing with the State of Illinois.

The Multi-Project Labor Agreement is not applicable to this contract due to the specialized nature of the services required.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue said purchase order to Computerized Facility Integration LLC in an amount not to exceed \$30,301.20.

Funds are available in Account 101-27000-612820.

Requested, John H. Sudduth, Director of Information Technology, JHS:SK:BVS:bvs
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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1119, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order to CommVault Systems, Inc. for maintenance renewal and software for CommVault's Backup Software and Premier Maintenance Package, in an amount not to exceed \$170,674.21, Accounts 101-27000-612820, 612430, Requisition 1477414, 1472031

Dear Sir:

Authorization is requested to issue a purchase order to CommVault Systems, Inc. for maintenance renewal and software for CommVault's Backup Software and Premier Maintenance Package for the District's network and computer systems located at the Main Office Building, Stickney Water Reclamation Plant, Egan Water Reclamation Plant, and ZAYO Oak Brook Data Center. This purchase order will expire on December 26, 2018.

The Information Technology Department maintains and manages all backup and recovery operations for departmental/interdepartmental data and Enterprise applications hosted on the District's network and computer systems. CommVault's software products also enable the Information Technology Department staff to perform email/file system archiving and eDiscovery compliance search services, litigation hold and FOIA request processing, in addition to performing daily backup and recovery operations of electronic data, files and SAP enterprise applications. The additional software licenses being acquired will provide additional backup enhancements as the Information Technology Department merges its entire hardware and software infrastructure into a unified platform. These enhancements will eventually reduce the amount of backup and other system resources currently required to perform backup operations.

CommVault Systems, Inc., the sole service provider of maintenance renewal and software has submitted prices for the products and services required. Inasmuch as CommVault Systems, Inc. is the only source of supply for the products and services required, said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

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

The Multi-Project Labor Agreement is not applicable due to the specialized nature of the services required.

In view of the foregoing it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order to CommVault Systems, Inc. in an amount not to exceed \$170,674.21.

Funds are available in Accounts 101-27000-612820, 612430.

Requested, John H. Sudduth, Director of Information Technology JS:RP:EC
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

File #: 17-1119, **Version:** 1

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1133, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 17-425-12 (Re-Bid), Furnish and Deliver Paper to Various Locations for a Thirty-Six (36) Month Period, to Veritiv Operating Company, in an amount not to exceed \$174,617.08, Account 101-15000-623520, Requisition 1465252

Dear Sir:

On June 15, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids Contract 17-425-11, Furnish and Deliver Paper to Various Locations for a Thirty-Six (36) Month Period.

In response to a public advertisement of June 28, 2017, a bid opening was held on July 18, 2017. The sole bid was rejected at the Board Meeting of August 31, 2017.

In response to a public re-advertisement of September 13, 2017, a bid opening was held on October 3, 2017. The bid tabulation for this contract is:

VERITIV OPERATING COMPANY	\$174,617.08
BEBON OFFICE MACHINES	*\$185,266.35
*corrected total	

Two hundred eighty-seven (287) companies were notified of this contract being advertised and eighteen (18) companies requested specifications.

Veritiv Operating Company, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$180,000.00, placing their bid of \$174,617.08 approximately 3 percent below the estimate.

The contract terminates on December 31, 2020.

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

The Affirmative Action Ordinance, Revised 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 17-425-12 (Re-Bid), to Veritiv Operating Company, in an amount not to exceed \$174,617.08.

File #: 17-1133, **Version:** 1

The bid deposit, in the amount of \$9,000.00, 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 for the 2017 expenditure, in the amount of \$9,700.96, are available in Account 101-15000-623520. The estimated expenditures for 2018 are \$58,205.69, for 2019 are 58,205.69, and for 2020 are \$48,504.74. Funds for the 2018, 2019 and 2020 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1135, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 17-672-11, Furnishing and Delivering Tires for Heavy Equipment to Various Locations, to Pomp's Tire Service, Inc., in an amount not to exceed \$82,780.48, Account 101-66000-623250, Requisition 1459145

Dear Sir:

On April 20, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 17-672-11 Furnishing and Delivering Tires for Heavy Equipment to Various Locations.

In response to a public advertisement of July 19, 2017, a bid opening was held on August 1, 2017. The bid tabulation for this contract is:

COMMERCIAL TIRE SERVICE, INC.	*\$66,998.38
CHICAGO TIRE, INC.	\$67,960.00
POMP'S TIRE SERVICE, INC.	\$82,780.49
*corrected total	

One hundred thirteen (113) companies were notified of this contract being advertised and thirteen (13) companies requested specifications.

Commercial Tire Service, Inc., the lowest bidder, does not comply with the contract specifications. The tires proposed for Items 1 and 3 are a different model with less tread depth and a pattern that is not suitable for the intended use. Therefore, the bid is rejected in the public's best interest. The Director of Procurement and Materials Management has notified Commercial Tire Service, Inc., of this action.

Chicago Tire, Inc., the next lowest bidder, does not comply with the contract specifications. The bid proposal did not list the manufacturer and model number for the tires proposed for Items 1 and 7. The tires proposed for Item 3 are a different model with less tread depth. In addition, the tires proposed for Items 5, 9 and 11 are different than the tires specified. Therefore, the bid is rejected in the public's best interest. The Director of Procurement and Materials Management has notified Chicago Tire, Inc., of this action.

Pomp's Tire Service, Inc., the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$105,000.00, placing their bid of \$82,780.48 approximately 21.2 percent below the estimate.

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

File #: 17-1135, **Version:** 1

The Affirmative Action Ordinance, Revised 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 issue a purchase order for Contract 17-672-11 to Pomp's Tire Service, Inc., in an amount not to exceed \$82,780.48.

The contract shall begin five days after the mailing of a purchase order and terminate on December 31, 2017.

The bid deposit, in the amount of \$5,200.00, 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 101-66000-623250.

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1149, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 16-608-23 (Re-Bid), Furnish and Deliver Concrete Erosion Control Block Mats to SEPA 4, to Motz Enterprises, Inc., in an amount not to exceed \$68,000.00, Account 201-50000-645600, Requisition 1430718

Dear Sir:

On September 15, 2016, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids Contract 16-608-21, Furnish and Deliver Concrete Erosion Control Block Mats to SEPA 4.

In response to a public advertisement of October 12, 2016, a bid opening was held on November 1, 2016. No bids were received for this contract.

In response to a public re-advertisement of August 2, 2017, a bid opening was held on August 22, 2017. No bids were received for this contract.

In response to a public re-advertisement of September 13, 2017, a bid opening was held on October 3, 2017. The bid tabulation for this contract is:

TILES IN STYLE, LLC	\$15,284.00
MOTZ ENTERPRISES, INC.	\$68,000.00

Two hundred sixty (260) companies were notified of this contract being advertised and seven (7) companies requested specifications.

Tiles in Style, LLC, the lowest bidder, submitted a bid that did not comply with the specifications of the contract. The product, submitted to be an engineer approved equal, was found to be deficient, primarily due to the absence of the specified high-strength polypropylene bi-axial geogrid and backing system, which is a critical component of this system. In addition, overall appearance of the blocks and the tensile strength of the mat did not meet requirements. Therefore, the bid is being rejected in the public's best interest and the Director of Procurement and Materials Management has notified Tiles in Style, LLC of this action.

Motz Enterprises, Inc., the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$80,000.00, placing their bid of \$68,000.00 approximately 15 percent below the estimate.

The contract will terminate on December 31, 2017.

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

File #: 17-1149, **Version:** 1

contract.

The Affirmative Action Ordinance, Revised 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 16-608-23 (Re-Bid), to Motz Enterprises, Inc., in an amount not to exceed \$68,000.00.

There was no bid deposit required for this contract.

Funds are available in Account 200-50000-645600.

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1150, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Issue purchase order for Contract 17-712-21, Furnish and Deliver Two Submersible Pumps to O'Brien Water Reclamation Plant, to Flow-Technics, Inc., in an amount not to exceed \$28,155.00, Account 201-50000-645600, Requisition 1469141

Dear Sir:

On August 3, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 17-712-21, Furnish and Deliver Two Submersible Pumps to O'Brien Water Reclamation Plant.

In response to a public advertisement of September 6, 2017, a bid opening was held on September 26, 2017. The bid tabulation for this contract is:

FLOW-TECHNICS, INC.	\$28,155.00
PUMP SUPPLY, INC.	\$37,982.00
XYLEM WATER SOLUTIONS USA, INC.	\$43,936.86
GASVODA & ASSOCIATES INC.	\$59,500.00
OMNI-PUMP REPAIRS, INC.	\$67,750.00

Four hundred ninety-nine (499) companies were notified of this contract being advertised and thirty eight (38) companies requested specifications.

Flow-Technics, Inc., the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$80,000.00, placing their bid of \$28,155.00 approximately 64.8 percent below the estimate.

Prior to advertising the contract, it was determined that an explosion proof motor was not required for this application, but the cost was included in the estimate in the Authority to Advertise. Therefore, the bid is considerably lower than the cost estimate.

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

The Affirmative Action Ordinance, Revised 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 issue a purchase order for Contract 17-712-21 to Flow-Technics, Inc., in an amount not to exceed \$28,155.00.

File #: 17-1150, **Version:** 1

The contract shall begin after the mailing of a purchase order and terminate within ninety (90) days.

The bid deposit, in the amount of \$4,000.00, 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 201-50000-645600.

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1134, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 14-263-3F, Melvina Ditch Reservoir Improvements, to F.H. Paschen, S.N. Nielsen & Associates LLC, in an amount not to exceed \$14,245,000.00, plus a five (5) percent allowance for change orders in an amount of \$712,250.00, for a total amount not to exceed \$14,957,250.00, Account 401-50000-645620, Requisition 1461610

Dear Sir:

On May 18, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 14-263-3F, Melvina Ditch Reservoir Improvements.

In response to a public advertisement of June 14, 2017, a bid opening was held on September 26, 2017. The bid tabulation for this contract is:

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC	\$14,245,000.00
IHC CONSTRUCTION COMPANIES, L.L.C.	\$15,148,000.00
V3 CONSTRUCTION GROUP	\$22,670,000.00
JOSEPH J. HENDERSON & SON, INC.	\$23,538,000.00

Two thousand one hundred fifty-four (2,154) companies were notified of this contract being advertised and one hundred fifteen (115) companies requested specifications.

F.H. Paschen, S.N. Nielsen & Associates LLC, the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost range for this contract is \$18,835,767.37 to \$22,801,192.08, placing their bid of \$14,245,000.00 below the estimated cost range.

F.H. Paschen, S.N. Nielsen & Associates LLC is in compliance with the Affirmative Action Ordinance, Revised 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 bidder offers MBE credits to satisfy SBE participation.

F.H. Paschen, S.N. Nielsen & Associates LLC has executed the Multi-Project Labor Agreement (MPLA) Certificate as required. It is anticipated that the following trades will be utilized on this contract: laborers, operating engineers, carpenters, and truck drivers. The list of construction trades is not intended to confer any rights or jurisdiction upon any union or unions.

The contract will require approximately one hundred forty-two (142) 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 14-263-3F to F.H. Paschen, S.N. Nielsen & Associates LLC, in an amount not to

File #: 17-1134, **Version:** 1

exceed \$14,245,000.00, plus a five (5) percent allowance for change orders in an amount of \$712,250.00, for a total amount not to exceed \$14,957,250.00, 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 Contract will commence upon approval of the Contractor's Bond and all work will be completed within 914 calendar days.

Funds are available in Account 401-50000-645620.


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 2, 2017

Attachments

Inter Office Memorandum
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DEPARTMENT: General Administration **Date:** October 5, 2017
Diversity Section

TO: Marcella Landis, Acting Director of Engineering

FROM: Regina D. Berry, Diversity Administrator 

SUBJECT: **Contract 14-263-3F Melvina Ditch Reservoir Improvements**

LOW BIDDER: **F.H. Paschen, SN Nielsen & Associates, LLC**

The lowest responsive bidder, F.H. Paschen, SN Nielsen & Associates, LLC, has submitted company information and "MBE/WBE/SBE Verification Forms" for the firms identified on the subject contracts 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 contractor's 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, F.H. Paschen, SN Nielsen & Associates, LLC, is in apparent compliance with the requirements of Affirmative Action Ordinance Appendix D.

*MBE credits offered

RDB:RLM
attachments

C: Darlene A. LoCascio, Shields-Wright, Martinez, File (2)

REVISED JUNE, 2015

**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: F.H. Paschen, S.N. Nielsen & Associates LLC

Contract No.: 14-263-3F

Affirmative Action Contact & Phone No.: Ms. Allison Maloney 773-444-3474

E-Mail Address: amaloney@fhpaschen.com

Total Bid: 14,245,000.00

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

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

MBE UTILIZATION

Name of MBE and contact person: VIC BALLESTEROS TRUCK KIN
 Business Phone Number: 773-847-6000 Email Address: VIC@TRKH
 Address: 4600 W 48TH ST. CHICAGO, IL 60632
 Description of Work, Services or Supplies to be provided: TRUCKING
 CONTRACT ITEM NO.: ITEM 31 DIVISION 31- EARTHWORK
 Total Dollar Amount Participation: \$ 2,900,000.00

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: _____ Email Address: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Total 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: _____ Email Address: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Total 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 achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section II, Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: Harrington Site Services Company Charlotte
 Business Phone Number: 708-239-0671 Email Address: harringtonsvcs@a
 Address: 3800 W. 128th Place, Alsip, IL 60803
 Description of Work, Services or Supplies to be provided: Site Utilities

CONTRACT ITEM NO.: Division 33 - Utilities

Total Dollar Amount Participation: \$ 894,635.00

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

WBE UTILIZATION

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

CONTRACT ITEM NO.: _____

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

CONTRACT ITEM NO.: _____

Total 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)

591,705.++
 894,635.++
 1,486,340.++

1,486,340.÷
 14,245,000.÷
 0-1043*+
 0*+

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 Affirmative Action Ordinance, Revised Appendix D, Section II, Counting MBE, WBE, and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: Vixen Construction Inc. Adam Bonstad
 Business Phone Number: 708-728-1950 Email Address: adambonstad@sbcglobal.net
 Address: 7600 W. 79th St. Bridgeview, IL 60404
 Description of Work, Services or Supplies to be provided: Site concrete

CONTRACT ITEM NO.: 3 concrete
 Total Dollar Amount Participation: \$591,705.00

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

CONTRACT ITEM NO.: _____
 Total 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: _____ Email Address: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____
 Total 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 MBE and contact person: VIC BALLESTEROS TRUCKING HAULING CONTRACTORS
 Business Phone Number: 773-847-6000 Email Address: VIC@TRHCINC.COM
 Address: 4600 W 48TH ST. CHICAGO, IL 60632
 Description of Work, Services or Supplies to be provided: TRUCKING
 CONTRACT ITEM NO.: ITEM 31 DIVISION 31 - EARTHWORK
 Total Dollar Amount Participation: \$2,900,000.00

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: _____ Email Address: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Total 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: _____ Email Address: _____
 Address: _____
 Description of Work, Services or Supplies to be provided: _____
 CONTRACT ITEM NO.: _____
 Total 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!!

Melvina Ditch Reservoir Improvements

Project Number: 14-263-3F

Service Area: Calumet

Location: Burbank, IL

Engineering Consultant: V3 Companies of Illinois, Ltd.

General Contractor: To be determined

Estimated Construction Cost: \$21,452,000

Contract Award Date: February 2017*

Substantial Completion Date: March 2018*



Project Description: This project consists of expanding the existing Melvina Ditch Reservoir by up to 195 acre-feet to increase its storage capacity (up to 118 percent increase), modifying the pumping station to accommodate the reservoir expansion, and installing a new emergency overflow weir to reduce the likelihood of reservoir overtopping. Reservoir expansion will include work within the existing reservoir footprint (District property) and includes additional private properties around the perimeter of the reservoir. Local stakeholders gave feedback and a reservoir expansion configuration was selected. Additional work includes the installation of an emergency overflow/high water bypass structure and three flap gates and the replacement of the existing elliptical culverts at the outlet of the Melvina Ditch Reservoir Pumping Station with dual box culverts and a stormwater chamber. Construction limits are immediately adjacent to the pumping station and in the 87th Street right-of-way as needed to install the culverts and to replace any disturbed utilities in conflict with the installation. Storm pumps will be removed and serviced and the impellers will be lengthened.

Project Justification: The Melvina Ditch Reservoir has exceeded its capacity in recent storm events, resulting in flooding in Burbank and Oak Lawn.

Project Status: This project is currently in the final design engineering stage. Construction of the Melvina Ditch Reservoir Improvements is anticipated to take 28 months. A portion of this project will be funded through a grant from the State of Illinois through its Build Illinois Bond Fund.

This project is funded under the Capital Improvements Bond Fund. See Section V Capital Budget for additional information.

*Information shown is estimated.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1136, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 17-055-11, Furnish and Deliver Pipe Covering and Insulation to Various Locations for a One (1) Year Period, to FBM Galaxy, Inc., in a total amount not to exceed \$26,255.33, Account 101-20000-623170

Dear Sir:

On August 31, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 17-055-11, furnish and deliver pipe covering and insulation to various locations for a one (1) year period, beginning approximately December 1, 2017 and ending November 30, 2018.

In response to a public advertisement of September 13, 2017, a bid opening was held on September 26, 2017. The bid tabulation for this contract is:

FBM GALAXY, INC.	\$26,255.33
AMERISAFE, INC.	*\$27,842.95
INDI ENTERPRISE, INC.	*\$32,088.72
THE STONE GROUP, INC.	*\$33,141.16
*corrected total	

Four hundred and eighty-eight (488) companies were notified of this contract being advertised and ten (10) companies requested specifications.

FBM Galaxy, Inc., the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$32,000.00, placing their bid of \$26,255.33 approximately 18 percent below the estimate.

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

The Affirmative Action Ordinance, Revised 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 award Contract 17-055-11 to FBM Galaxy, Inc., in an amount not to exceed \$26,255.33.

Purchase orders will be issued for material as required. Payment will be based on the unit cost as indicated in the contract documents.

File #: 17-1136, **Version:** 1

There was no bid deposit required for this contract.

Funds are available in Account 101-20000-623170.

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:MS:trc
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 2, 2017

Attachment

#17055-PIPE COVERING		
Item	MM #	DESCRIPTION
1	109192	EDGE SEALING COMPOUND, 5 OZ. TUBE
2	109208	INSULATION,FIBERGLASS,3.5"X15.25"X94"RL
3	109226	TAPE,2 SIDED,FABRIC,WHITE, 2 IN.X 25 YD.
4	113834	ADHESIVE,PIPE COVERING,RUBATEX R-373,1QT
5	113835	COVERING,PIPE,FIBERGLASS,5/8" X 1" X 36"
6	113836	COVERING,PIPE,FIBERGLASS,3/4" X 1" X 36"
7	113837	COVERING,PIPE,FIBERGLASS,1" X 1" X 36"
8	113838	COVERING,PIPE,FIBERGLASS,1.5" X 1" X 36"
9	113839	COVERING,PIPE,FIBERGLASS,2" X 1" X 36"
10	113840	COVERING,PIPE,FIBERGLASS,3" X 1" X 36"
11	113841	COVERING,PIPE,FIBERGLASS,4" X 1" X 36"
12	113842	COVERING,PIPE,FIBERGLASS,5" X 1" X 36"
13	113843	COVERING,PIPE,FIBERGLASS, 6 X 1 X 36 IN.
14	113844	COVERING,PIPE,FIBERGLASS, 8 X 1 X 36 IN.
15	113845	INSULATION,FOAM SHEET,1/2" X 36" X 48"
16	113846	INSULATION,RUBATEX SHEET,3/4"X 36"X 48"
17	113847	ELBOW,PIPE COVERING,PVC,90 DEG,#7
18	113848	ELBOW,PIPE COVERING,PVC,90 DEG,#9
19	113849	ELBOW,PIPE COVERING,PVC,90 DEG,#10
20	113850	ELBOW,PIPE COVERING,PVC,90 DEG,#11
21	113851	MASTIC,INSULATION,VIMASCO #WC-7, 1 GAL.
22	113852	TAPE,FLEX.DUCT,INSULATED,ASJ,3 IN.X50YD
23	113853	TAPE,PIPE COVERING,ALUM.FOIL,3 IN.X 50YD
24	114455	COVERING,PIPE,FIBERGLASS,1-1/4"X 1"X 36"
25	114456	COVERING,PIPE,FIBERGLASS,7" X 1" X 36"
26	114457	COVERING,PIPE,FIBERGLASS,10" X 1" X 36"
27	114458	COVERING,PIPE,FIBERGLASS,12" X 1" X 36"
28	114459	ELBOW,PIPE COVERING,PVC,45 DEG,#7
29	114460	ELBOW,PIPE COVERING,PVC,45 DEG,#9
30	114461	ELBOW,PIPE COVERING,PVC,45 DEG,#10
31	114462	ELBOW,PIPE COVERING,PVC,45 DEG,#11
32	114463	ELBOW,PIPE COVERING,PVC,45 DEG,#13
33	114474	ELBOW,PIPE COVERING,PVC,90 DEG,#13
34	114475	ELBOW,PIPE COVERING,PVC,45 DEG,#15
35	114476	ELBOW,PIPE COVERING,PVC,90 DEG,#15
36	114477	ELBOW,PIPE COVERING,PVC,90 DEG,#18
37	114478	WRAP,DUCT,FIBERGLASS,1-1/2"X 4'X 100'
38	114479	INSULATION,WALL/PANEL,1"X 24"X 48"FBGRLS
39	115382	BAND,STRAPPING,SS,1/2" X .020" X 900'
40	115383	CLIP,SS,FOR PIPE INSULATION,1/2"
41	115396	COVERING,PIPE,FIBERGLASS,14" X 2" X 36"
42	115397	COVERING,PIPE,FIBERGLASS,16" X 2" X 36"
43	115398	COVERING,PIPE,FIBERGLASS,18" X 2" X 36"
44	115399	COVERING,PIPE,FIBERGLASS,20" X 2" X 36"

#17055-PIPE COVERING		
Item	MM #	DESCRIPTION
45	115405	WASHER, FOR INSULATION HANGER
46	115406	JACKET, STUCCO EMBOSSED, .016"X 36"X 100'
47	115408	ELBOW, PIPE COVERING, PVC, 90 DEG, #12
48	115409	ELBOW, PIPE COVERING, PVC, 45 DEG, #17
49	115410	ELBOW, PIPE COVERING, PVC, 90 DEG, #17
50	115411	ELBOW, PIPE COVERING, PVC, 45 DEG, #18
51	115412	ELBOW, PIPE COVERING, PVC, 45 DEG, #19
52	115413	ELBOW, PIPE COVERING, PVC, 90 DEG, #19
53	115415	ELBOW, PIPE COVERING, PVC, 90 DEG, #20
54	115417	ELBOW, PIPE COVERING, PVC, 90 DEG, #22
55	115418	ELBOW, PIPE COVERING, PVC, 45 DEG, #24
56	115419	ELBOW, PIPE COVERING, PVC, 90 DEG, #24
57	115430	CLOTH, FIBERGLASS, PIPE COVER, 36"x150'ROLL
58	115437	ARMORFLEX RUBBER PIPE COVERING 5/8X3/8X6
59	115438	ARMORFLEX RUBBER PIPE COVERING 7/8X1/2X6
60	115439	ARMORFLEX RUBBER PIPE COVERING 1-1/8X1/2
61	116767	COVERING, PIPE, FIBERGLASS, 3/4"X1-1/2"X36"



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1137, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to award Contract 17-705-21, Rehabilitate One Raw Sewage Pump Rotating Assembly at the O'Brien Water Reclamation Plant, to Xylem Water Solutions U.S.A., Inc., in an amount not to exceed \$178,300.00, Account 201-50000-645600, Requisition 1456115

Dear Sir:

On August 3, 2017, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 17-705-21, Rehabilitate One Raw Sewage Pump Rotating Assembly at the O'Brien Water Reclamation Plant.

In response to a public advertisement of September 6, 2017, a bid opening was held on September 26, 2017. The bid tabulation for this contract is:

XYLEM WATER SOLUTIONS U.S.A., INC.	\$178,300.00
ROTATING EQUIPMENT REPAIR, INC.	\$181,777.00
MIDWEST SERVICE CENTER LLC	\$184,980.00
PUMPING SOLUTIONS, INC.	\$197,000.00
GRUNDFOS WATER UTILITY, INC.	\$209,558.00

Six hundred twenty (620) companies were notified of this contract being advertised and twenty seven (27) companies requested specifications.

Xylem Water Solutions U.S.A., Inc., the lowest responsible bidder, is proposing to perform the contract in accordance with the specifications. The estimated cost for this contract was \$200,000.00, placing their bid of \$178,300.00 approximately 11 percent below the estimate.

The Multi-Project Labor Agreement (MPLA) was not included in this contract because the rebuild work will be performed offsite at the Contractor's facility.

The contract will require approximately four (4) people for the services.

The Affirmative Action Ordinance, Revised Appendix D is not included in this contract because the required services do not provide practical or cost-effective opportunities for direct or indirect subcontracting.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 17-705-21 to Xylem Water Solutions U.S.A., Inc., in an amount not to exceed \$178,300.00, 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.

File #: 17-1137, **Version:** 1

The work under this contract shall begin upon approval of the Contractor's Bond. The contractor shall deliver Item 1 within one hundred and fifty (150) calendar days and Items 2 through 7 by December 31, 2018.

Funds for the 2017 expenditure, in the amount of \$28,300.00, are available in Account 201-50000-645600. The estimated expenditures for 2018 are \$150,000.00. Funds for the 2018 expenditures are contingent on the Board of Commissioners' approval of the District's budget for those years.

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1117, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase purchase order with Forward Space, LLC for stand-up desks in an amount of \$8,000.000 from an amount of \$24,999.00 to an amount not to exceed \$32,999.00, Account 101-25000-623520, Purchase Order 8008785

Dear Sir:

On March 14, 2017, the Director of Procurement and Materials Management issued a purchase order to Forward Space, LLC to furnish and deliver stand-up desks for employees in an amount not to exceed \$24,999.00 as part of the District's on-going employee wellness efforts. This purchase order expires on December 31, 2017.

The purchase order has no prior change orders.

Stand-up desks were ordered for interested employees on a first-come-first-serve basis throughout 2017. These desks allow employees to work in a sitting or standing position at their workstation. The interest in these stand-up desks was far greater than anticipated.

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 in an amount of \$8,000.000 from an amount of \$24,999.00 to an amount not to exceed \$32,999.00. This is a 32.0% increase of the current purchase order value.

Funds are available in Account 101-25000-623520.

Requested, Beverly K. Sanders, 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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1156, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON PROCUREMENT

Mr. David St. Pierre, Executive Director

Authority to increase Contract 15-711-22, Process Control Building Restoration at the O'Brien Water Reclamation Plant, to Dardon's Roofing Ltd, in an amount of \$18,300.00 from an amount of \$483,895.00 to an amount not to exceed \$502,195.00, Account 201-50000-645690, Purchase Order 5001559

Dear Sir:

On May 5, 2016, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 15-711-22, Process Control Building Restoration at the O'Brien Water Reclamation Plant, to Dardon's Roofing Ltd., in an amount not to exceed \$483,895.00. The contract is projected to be completed by December 31, 2017.

There have been no prior change orders under this Contract

An increase in contract value is being requested in order to fund a change order to secure all exterior limestone blocks with helical anchors on the process control building.

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 Contract 15-711-22 in an amount of \$18,300.00 (approximately 3.8% of the current contract value) from an amount of \$483,895.00 to an amount not to exceed \$502,195.00.

Funds are available in Account 201-50000-645690.

Requested, John P. Murray, Director of Maintenance and Operations, BAP:SO'C:MAG:JR
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 2, 2017

Attachment

CONTRACT: 15-711-22

As Of:

10/16/2017

Contract Type:

ZLF

Title:

Process Control Building Restoration at the O'Brien Water Reclamation Plant

Prepared by:

J. Ryan

Group/Item:

OWRP

Location:

OWRP

Validity Dates:

05/23/16 - 11/30/17

Bid Deposit:

Performance Bond

Final Completion:

Group/Item	Location	PO #	Vendor	Award Value	Change Order Incr/(Decr)	Adjusted Award Value	SAP PO Value	SAP SES Value	SAP Invoice Value	SAP Credit Memo Value	SAP Check Value	Pending Check Payment	PO Bal.
	OWRP	5001559	6000997 Dardon's Roofing Ltd.	483,895.00	-	483,895.00	483,895.00	398,895.00	398,895.00	-	398,895.00	-	85,000.00
				-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
				-	-	-	-	-	-	-	-	-	-
				483,895.00	-	483,895.00	483,895.00	398,895.00	398,895.00	-	398,895.00	-	85,000.00

Comments:



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1138, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON BUDGET AND EMPLOYMENT

Mr. David St. Pierre, Executive Director

Report on Budgetary Revenues and Expenditures for the third quarter of 2017, ended September 30, 2017

Dear Sir:

Attached is a report of revenues and expenditures for the third quarter of 2017, ended September 30, 2017. This report is prepared on an unaudited budgetary basis of accounting.

The actual third quarter Corporate Fund net tax revenue of \$234.8 million is 99.3 percent of the budgeted revenues and is \$0.3 million below the collections for the same period in 2016. Actual Corporate Fund non-tax revenue for the period includes the following: user charge income of \$40.7 million, TIF surplus distributions of \$11.5 million, \$6.0 million in Build America Bonds subsidy transfer from the Capital Improvements Bond Fund, and rental and easement income of \$14.4 million. The third quarter includes receipts from the tax year 2016 second real estate tax installment, which were due on August 1.

Third quarter actual expenditures of \$240.3 million are 65.1 percent of the \$368.9 million Corporate Fund budget. Corporate Fund expenditures through the third quarter are within normal levels. Energy and healthcare costs, two of the primary expenditure drivers, are monitored closely throughout the year. Energy expenditures (electricity and gas) through the third quarter 2017 are 5.5 percent higher than the same period last year. Healthcare costs are running 8.5 percent lower than the same period last year due to the lower than expected active employee claims and implementation of the Medicare Advantage Plan for retirees in 2017.

The two primary economic factors driving the District's revenues are the Consumer Price Index (CPI) and the real estate market. The September Consumer Price Index for All Urban Consumers (CPI-U) rose 0.5 percent over August on a seasonally adjusted basis. Over the last 12 months, the all items index increased 2.2 percent before seasonal adjustment. The gasoline index increased 13.1 percent. Other major energy component indexes were mixed, and the food index rose slightly.

The equalized assessed property valuation for the District increased by 8.0 percent from 2015 to 2016, a \$10.4 billion increase. The Illinois Association of Realtors reports that August Chicago metropolitan area home sales are down 3.9 percent over August 2016, while the median price has increased 4.3 percent in the same period.

Relatively low inflation over the past two years has resulted in a small annual increase in property tax revenues. Additionally, increases in the Retirement Fund levy necessary to stabilize the pension fund have restricted growth in the Corporate, Construction, and Reserve Claim Fund levies. In order to maintain reserve balances, Construction Fund expenditure controls have been implemented during the first three quarters of 2017.

Respectfully Submitted, Eileen M. McElligott, Administrative Services Officer, SAR

File #: 17-1138, **Version:** 1

Attachment

2017 Budgetary Revenue and Expenditure Report
Through Third Quarter (January 1, 2017 to September 30, 2017)

Corporate Fund	2017 Budget	3rd Quarter Actuals	Percent to date	Year End Estimate
Revenues				
Net Tax Sources	236.5	234.8	99.3%	231.8
Non-tax Sources	92.1	79.3	86.1%	93.0
Total	328.6	314.2	95.6%	324.8
Expenditures	368.9	240.3	65.1%	337.5 *
Construction Fund	2017 Budget	3rd Quarter Actuals	Percent to date	Year End Estimate
Revenues				
Net Tax Sources	17.2	13.1	76.1%	16.8
Non-tax Sources	7.8	0.1	1.7%	1.8
Total	25.0	13.2	52.8%	18.6
Expenditures	34.5	7.6	22.0%	16.2 *
Capital Improvements Bond Fund	2017 Budget	3rd Quarter Actuals	Percent to date	Year End Estimate
Revenues				
Net Tax Sources	na	na	na	na
Non-tax Sources	181.1	113.2	62.5%	122.7
Total	181.1	113.2	62.5%	122.7
Expenditures **	354.6	157.9	44.5%	230.8 *
Stormwater Management Fund	2017 Budget	3rd Quarter Actuals	Percent to date	Year End Estimate
Revenues				
Net Tax Sources	39.4	32.8	83.3%	20.3
Non-tax Sources	0.0	0.1	0.0%	0.2
Total	39.4	33.0	83.7%	20.5
Expenditures	45.8	12.6	27.5%	26.3 *
Reserve Claim Fund	2017 Budget	3rd Quarter Actuals	Percent to date	Year End Estimate
Revenues				
Net Tax Sources	5.6	5.6	98.6%	2.9
Non-tax Sources	0.2	0.2	94.9%	0.2
Total	5.8	5.7	99.0%	3.1
Expenditures	30.6	3.0	9.8%	9.6 *
Bond and Interest Funds	2017 Budget	3rd Quarter Actuals	Percent to date	Year End Estimate
Revenues				
Net Tax Sources	223.0	216.0	96.9%	213.4
Non-tax Sources	6.2	3.9	63.4%	3.1
Total	229.2	219.9	95.9%	216.5
Expenditures	228.8	124.9	54.6%	228.8 *
Working Cash Funds	2017 Budget	3rd Quarter Actuals	Percent to date	Year End Estimate
Revenues				
Net Tax Sources	0.0		0.0%	0.0
Non-tax Sources	0.7	0.6	87.7%	0.7
Total	0.7	0.6	87.7%	0.7
Expenditures	0.0	na	na	na

** Includes carryforward of the open value of contracts from the prior year.

* Projected expenditures are less than appropriations.

All figures are in \$ millions. Revenues for all funds are on a cash basis.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1142, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON INDUSTRIAL WASTE AND WATER POLLUTION

Mr. David St. Pierre, Executive Director

Report on Public Notification of Significant Industrial Users Having Exemplary Compliance Records and Industrial Users Significantly Violating Pretreatment Standards or Other Requirements

Dear Sir:

The Federal General Pretreatment Regulations (40 CFR 403.8[f][2][viii]) require the Metropolitan Water Reclamation District of Greater Chicago (District) to comply with the public participation requirements of 40 CFR 25 in the enforcement of National Pretreatment Standards. These requirements include a provision for providing annual public notification, in a newspaper of general circulation that provides meaningful public notice within the jurisdiction of the District, the names of industrial users (IUs) which were significantly violating applicable pretreatment standards or other requirements.

To comply with this provision, the Monitoring and Research Department annually compiles a list of IUs which were considered significant violators of the General Pretreatment Regulations and the District's Sewage and Waste Control Ordinance (Ordinance).

IUs are deemed to be significant violators pursuant to the provisions contained in Appendix E of the Ordinance.

In response to suggestions from the industrial community, we have also included in the proposed publication document the identities of those significant industrial users (SIUs) having exemplary compliance records for calendar year 2016. There were 242 SIUs who were not the subject of any enforcement actions taken by the District for noncompliance during calendar year 2016. The exemplary compliance records of these SIUs are to be commended. Therefore, we have placed this segment of the report at the top of the publication document Attachment 1.

The IUs noted on pages 8 and 9 of Attachment 1 have been determined to be significant violators of applicable pretreatment standards or other requirements for calendar year 2016 pursuant to the selection criteria contained in Appendix E of the Ordinance. These 25 IUs were notified via letter, dated July 21, 2017, of the forthcoming publication of this list and the criteria used. Further, the letter advised all IUs on the attached list of their opportunity to provide written comments to the District regarding the appropriateness of their publication as significant violators within 30 days of the date of the letter. All such comments received by the District as of the date of this report were considered prior to the preparation of the attached list. Any additional comments received prior to the actual publication of this list in the newspaper will also be considered and may result in removal or modification of selected IU listings.

A summary of the significant violator publication list for calendar years, 2013, 2014, 2015, and 2016 with regard to federally mandated minimum selection criteria, is provided in Attachment 2.

File #: 17-1142, **Version:** 1

Respectfully Submitted, Edward W. Podczerwinski, Director of Monitoring and Research,
EWP:MJ:GY:MG:CO:rg

Attachments

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

ATTACHMENT 1

PUBLIC NOTICE

In accordance with the requirements of the United States Environmental Protection Agency in 40 CFR 403.8(f)(2)(viii), the Metropolitan Water Reclamation District of Greater Chicago (District) herewith provides notification to the public of those industrial dischargers to its system which were determined to be significant violators of applicable Pretreatment Standards or Other Requirements during the period from January 1, 2016, to December 31, 2016.

The District also herewith commends the efforts of those industrial users which demonstrated exemplary and consistent performance by maintaining compliance with applicable Pretreatment Standards or Other Requirements during the period from January 1, 2016, to December 31, 2016.

DISCHARGERS DEMONSTRATING EXEMPLARY COMPLIANCE

The significant industrial users identified below demonstrated exemplary performance with regard to maintaining compliance with applicable Pretreatment Standards and Other Requirements. These industrial users were not the subject of any enforcement actions taken by the District for noncompliance during the report period. The District commends these industrial users for their efforts.

NAME	MUNICIPALITY
A T A Finishing Corp.	Skokie
Aallied Die Casting Co. of Illinois	Franklin Park
Abbott Molecular, Inc.	Des Plaines
Able Electropolishing Company	Chicago
Accent Metal Finishing Co.	Schiller Park
Accurate Anodizing	Cicero
Al Bar-Wilmette Platers	Wilmette
All-Brite Anodizing Company	Northlake
Allied Tube & Conduit	Harvey
Alsip MiniMill, LLC	Alsip
Alton Services, Inc.	Broadview
Aluminum Coil Anodizing Corporation	Streamwood
American Nameplate Co.	Chicago
American Nickel Works, Inc.	Chicago
American Sugar Refining, Inc.	Chicago
American Wheel Corporation	Bedford Park
Ampel, Inc.	Elk Grove Village
Angelica Textile Services	Chicago

NAME	MUNICIPALITY
Anodizing Specialists Ltd	Elk Grove Village
Anthony Marano Company	Chicago
ArcelorMittal Riverdale, LLC	Riverdale
Ardagh Glass, Inc.	Dolton
Ardagh Metal Beverage USA, Inc.	Chicago
Art Metal Finishers	Chicago
ARYZTA, LLC	Northlake
ARYZTA, LLC	Cicero
Aspen Foods A Division of Koch Foods Company, Inc.	Chicago
Avon Products, Inc.	Morton Grove
A-Wire Corporation	Chicago
BBJ Rentals, Inc.	Skokie
Bellwood Industrial Inc.	Chicago
Best Cutting Die Co., Etch-A-Die Division	Skokie
Block & Company, Inc.	Wheeling
Blommer Chocolate Co.	Chicago
Bluewater Thermal Services, LLC	Northlake
BNSF Railway Company	Cicero
Brad Foote Gear Works	Cicero
Bretford Manufacturing, Inc.	Franklin Park
Bretford Manufacturing, Inc.	Schiller Park
Bridgford Foods	Chicago
Bright Metals Finishing Corporation	Chicago
Calco Plating, Inc.	Chicago
Capitol Wholesale Meats, Inc. d/b/a Fontanini Italian Meats and Sausages	McCook
Caravan Ingredients	Dolton
CBSL Transportation Services, Inc.	Chicago
Cedar Concepts Corporation	Chicago
Century Plating Company, Inc.	Chicago
Chem-Plate Industries, Inc.	Elk Grove Village
Chicago Magnesium Casting Co.	Blue Island
CID Recycling and Disposal Facility	Calumet City
Cintas Corporation	Maywood
City of Chicago-Jardine Water Purification Plant	Chicago
City of Chicago-Sawyer Water Purification Plant	Chicago
Clean Harbors Recycling Services of Chicago, LLC	Chicago
CMP Anodizing, Inc.	Elk Grove Village
CMP Anodizing, Inc.	Elk Grove Village
Coca-Cola Refreshments USA, Inc. (Niles)	Niles

NAME	MUNICIPALITY
Coca-Cola Refreshments, Inc.	Alsip
Commercial Finishes Company, Ltd.	Elk Grove Village
Congress Development Company	Hillside
Craftsman Plating & Tinning	Chicago
Cro-Mat Company	Lincolnwood
Dana Container, Inc.	Summit
Darling Ingredients, Inc.	Blue Island
DeLaval Manufacturing	Des Plaines
DeNormandie Towel & Linen, Inc.	Chicago
Des Plaines Landfill	Des Plaines
DME Manufacturing Company	Skokie
Domestic Uniform Rental Company	Chicago
Dyna-Burr Chicago, Inc.	Northlake
Eagle Electronics Incorporated	Schaumburg
Ed Miniati, LLC	South Holland
Edsal Manufacturing Company, Inc.	Chicago
Edsal Manufacturing Company, Inc.	Chicago
Eklind Tool Company	Franklin Park
El Milagro Tortilla	Chicago
El Milagro, Inc.	Chicago
El Milagro, Inc. - Plant No. 4	Chicago
Empire Hard Chrome	Chicago
Enameled Steel & Sign Co.	Chicago
En-Chro Plating, Ltd.	Melrose Park
Engis Corporation, Inc.	Wheeling
Envirite of Illinois, Inc.	Harvey
Ex-Cell Kaiser, LLC	Franklin Park
Expert Metal Finishing, Inc.	River Grove
Faspro Technologies, Inc.	Elk Grove Village
Five Star Laundry - Chicago, LLC	Chicago
Fluid Management, Inc.	Wheeling
Focal Point LLC	Chicago
Focal Point LLC	Chicago
Foodliner, Inc.	Franklin Park
Ford Motor Company - Chicago Assembly Plant	Chicago
Forest Plating Co.	Forest Park
Fresenius Kabi USA, LLC	Melrose Park
Fresh Express Incorporated	Streamwood
FUJIFILM Hunt Chemicals, USA, Inc.	Rolling Meadows

NAME	MUNICIPALITY
Gate Gourmet Unit 239	Schiller Park
Gelita USA, Inc.	Calumet City
Grace Davison	Chicago
Grecian Delight Foods, Inc.	Elk Grove Village
Greenlee Diamond Tool Company	Elk Grove Village
Griffin Plating Co., Inc.	Chicago
Harbor View	Chicago
Heligear Acquisition Co., d/b/a Northstar Aerospace (Chicago) Inc.	Bedford Park
Hinckley Springs	Chicago
Hinckley Springs	Chicago
HLS Wheeling, LLC	Wheeling
Hoist Litruck Manufacturing, Inc.	Bedford Park
Horween Leather Co.	Chicago
Hu-Friedy Mfg. Co., LLC	Chicago
HV Manufacturing Company	Wheeling
Imperial Plating Company, Inc.	Chicago
IMS Engineered Products, LLC	Des Plaines
Innophos, Inc.	Chicago
Innova Division of Griffith Foods, Inc.	Chicago
Interlake Mecalux, Inc.	Melrose Park
International Processing Company of America	Elk Grove Village
International Silver Plating, Inc.	Glencoe
Jensen Plating Works, Inc.	Chicago
Jernberg Industries, LLC	Chicago
Jet Finishers Acquisition, LLC	Elk Grove Village
JLO Metal Products, Inc.	Chicago
Jonas Enterprises, Inc.	Chicago
Kellogg Company	Chicago
Kinder Morgan Liquids Terminals, LLC	Chicago
Kinder Morgan Liquids Terminals, LLC-Argo	Argo
Kinder Morgan Liquids Terminals, LLC-Argo-Harlem	Forest View
Koch Foods, Inc.	Chicago
Komet of America, Inc.	Schaumburg
Kramer, H & Co.	Chicago
Krel Laboratories, Inc.	Chicago
Krel Laboratories, Inc.	Chicago
Lake Landfill Gas Recovery	Northbrook
Lechner and Sons Uniform Rental	Mount Prospect
Lifeway Foods, Inc.	Morton Grove

NAME	MUNICIPALITY
Magnetic Inspection Laboratory, Inc.	Elk Grove Village
Manan Medical Products	Wheeling
Mandel Metals Inc. d/b/a U.S. Standard Sign	Franklin Park
Marathon Cutting Die, Inc.	Wheeling
Material Sciences Corporation-Plant 2	Elk Grove Village
Mech-Tronics Corporation	Melrose Park
Medi-Physics Inc. d/b/a GE Healthcare	Arlington Heights
Metal-Matic, Inc.	Bedford Park
MicroLink Devices, Inc.	Niles
Micron Metal Finishing, LLC	Bridgeview
Mike's Anodizing	Chicago
Mondelez Global, LLC	Chicago
Montana Metal Products LLC	Des Plaines
Morgan Services, Inc.	Chicago
MRC Polymers, Inc.	Chicago
Mullins Food Products, Inc.	Broadview
NACME Steel Processing, LLC	Chicago
Nalco Crossbow Water LLC	Glenwood
Nation Pizza and Foods	Schaumburg
National Container Group, LLC	Chicago
National Technology, Inc.	Rolling Meadows
Nestle Chocolate & Confections	Franklin Park
Nestle Professional Beverages	Chicago
Nickel Composite Coatings, Inc.	Bedford Park
Nobert Plating Co-Plant 1	Chicago
Northrop Grumman Systems Corporation	Rolling Meadows
O & K American Corporation	Chicago
OSI Industries, LLC	Chicago
OSI Industries, LLC	Chicago
Owens Corning Roofing and Asphalt, LLC	Summit
Pacific Coast Feather	Des Plaines
Paxton Landfill-IEPA Remediation Section	Chicago
Pepsi Beverages Company	Chicago
Perfection Plating, Inc.	Elk Grove Village
Perfection Plating, Inc.	Elk Grove Village
Petersen Finishing Corp.	Schiller Park
Precise Finishing Company, Inc.	Franklin Park
Precision Instruments, Inc.	Des Plaines
Precision Plating Company, Inc.	Chicago

NAME	MUNICIPALITY
Premcor Alsip Distribution Center	Alsip
Primrose Candy Company	Chicago
Progress Rail Locomotive, Inc.	McCook
Progressive Coating	Chicago
Pro-Tec Metal Finishing Corp.	Chicago
PVS Chemical Solutions, Inc.	Chicago
Q.C. Finishers, Inc.	Franklin Park
Quala Services, LLC	Chicago
Quam Nichols Co.	Chicago
R. C. Industries, Inc.	Chicago
Rainbow Art, Inc.	Chicago
Rexam Beverage Can Company	Chicago
River Bend Prairie	Dolton
RMHI, Inc. d/b/a Streamwood Plating Co.	Streamwood
RNA Corporation	Blue Island
Rogers Custom Trims, Inc.	Chicago
RoHS Compliance Services, Inc.	Elk Grove Village
Roman Decorating Products LLC	Calumet City
Roscoe Company	Chicago
Rose Packing Co., Inc.	Chicago
S & B Finishing Co, Inc.	Chicago
S & C Electric Co.	Chicago
S & D Wire Co., Inc.	Lansing
S B Boron Corp.	Bellwood
Safety-Kleen Systems, Inc.	Dolton
Saporito Finishing Company	Cicero
Senior Flexonics	Bartlett
Sipi Metals Corporation	Chicago
Skild Plating Corp.	Chicago
Sloan Valve Co.	Franklin Park
Solvay USA Inc.	Blue Island
Sorini Ring Manufacturing Co., Inc.	Chicago
Specified Plating Co.	Chicago
Stampede Meat, Inc.	Bridgeview
Star Electronics, Inc.	Elk Grove Village
Sterling Plating	Harwood Heights
Sunrise Electronics	Elk Grove Village
Superior Carriers, Inc.	Markham
Switchcraft, Inc.	Chicago

NAME	MUNICIPALITY
T.A.C., Inc.	Summit
Taylor Prepared Foods, Inc.	Chicago
Tone Products, Inc.	Melrose Park
Tootsie Roll Industries, LLC	Chicago
Trend Technologies, LLC	Elk Grove Village
Tru-View, Inc.	McCook
Underwriters Laboratories, Inc.	Northbrook
Unilever Illinois Mfg., LLC	Chicago
Unitech Industries	Elk Grove Village
United Re-Manufacturing Company, Inc.	Schiller Park
Unity Manufacturing Co.	Chicago
UOP, LLC	McCook
V P Anodizing, Inc.	Chicago
V P Plating & Pariso, Inc.	Chicago
Vanee Foods Company, Inc.	Berkeley
Vee Pak, Inc.	Countryside
Vegetable Juices, Inc.	Bedford Park
Ventura Foods, LLC d/b/a Marie's Salad Dressings	Thornton
Vienna Sausage Manufacturing Company	Chicago
Waltz Brothers, Inc.	Wheeling
Water Saver Faucet Co.	Chicago
Weber-Stephen Products, LLC	Palatine
West Town Plating, Inc.	Cicero
Western Springs Water Plant	Western Springs
Wheatland Tube - Division of Zekelman Industries, Inc.	Chicago
Wieland Metals, Inc.	Wheeling
Winnetka Landfill	Winnetka
Wynright Corporation	Oak Lawn
Zenith Fabricating Company	Chicago

**DISCHARGERS FOUND IN SIGNIFICANT NONCOMPLIANCE WITH
APPLICABLE PRETREATMENT REGULATIONS**

The industrial users identified below were found to be in significant noncompliance with applicable Pretreatment Standards or Other Requirements in accordance with the selection criteria established by the United States Environmental Protection Agency in 40 CFR 403.8(f)(2)(viii), or additional selection criteria established by the District in Appendix E, Section 2, to the Sewage and Waste Control Ordinance, during the report period from January 1, 2016, to December 31, 2016.

NAME	MUNICIPALITY	STATUS
-------------	---------------------	---------------

EFFLUENT LIMITATIONS

Calumet Tank & Equipment Co.	Chicago	
Chicago Anodizing Co.	Chicago	
Dedicated Trailer Cleaning Services, Inc.	Lansing	
Heniff Transportation Systems, Inc.	Alsip	
United Electronics Corporation	Franklin Park	*

INTERFERENCE

R & B Powder Coatings	Chicago	*
-----------------------	---------	---

NAME	MUNICIPALITY	STATUS
------	--------------	--------

REPORTING REQUIREMENTS

Above & Beyond Black Oxide, Inc.	Melrose Park	*
Advance Enameling Co.	Chicago	
Ashland, LLC	Calumet City	
Beaver Oil Co., Inc.	Hodgkins	
Berkshire Investments, LLC d/b/a Chicago Extruded Metals	Cicero	
Borg Warner Automotive	Bellwood	*
Chicago American Manufacturing, LLC	Chicago	*
Cintas Corporation	Bedford Park	
Circuit Engineering, LLC	Elk Grove Village	*
Crothall Laundry Services, Inc.	Wheeling	
ECMC Incorporated	Schaumburg	
Electronic Plating Company	Cicero	*
Gatto Industrial Platers, Inc.	Chicago	*
Heniff Transportation Systems, Inc.	Alsip	
Keystone Automotive Division of LKQ Corporation	Alsip	*
Nalco Company	Bedford Park	*
Nu-Way Industries, Inc.	Des Plaines	*
Paxton Landfill	Chicago	*
Plastic Reclamation Partners	Chicago	*
Zegers, Inc.	Lansing	

*Company not in Significant Noncompliance, based on District records, as of December 31, 2016.

The Metropolitan Water Reclamation District of Greater Chicago has/will exercise(d) full and immediate enforcement powers as provided by our ordinances to insure that violators listed above are brought into acceptable standards for pretreatment of industrial waste.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

ATTACHMENT 2

COMPANIES SUBJECT TO PUBLICATION UNDER FEDERALLY MANDATED MINIMUM SELECTION CRITERIA				
	2013	2014	2015	2016
Number of Industrial Users Subject to Publication	30	30	24	25
Violation Category				
Effluent Limitations	5	6	7	5
Right of Access	0	0	1	0
Interference	1	3	0	1
Inadequate Pretreatment	1	0	0	0
Reporting Requirements	19	16	15	20
Inadequate Spill Containment	0	0	0	0
Dangerous Discharge	4	3	0	0
Discharge Authorization Requirements	1	2	2	0
Total Violations Published	31	30	25 ¹	26 ²

¹ SIU was published for two Violation Categories.

² SIU will be published for two Violation Categories.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1131, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON JUDICIARY

Mr. David St. Pierre, Executive Director

Authority to settle the Workers' Compensation Claims of Daniel Feeney vs. MWRDGC, Cases 12 WC 13992 and 12 WC 28718 Illinois Workers' Compensation Commission, in the sum of \$400,000.00, Account 901-30000-601090

Dear Sir:

Daniel Feeney is a Truck Driver at the Stickney Water Reclamation Plant. On October 17, 2007, he sustained injuries to his right shoulder after falling from a truck. Initially seen at the industrial clinic on October 17, 2007, he was diagnosed with a right shoulder injury. The employee treated conservatively with medication and physical therapy. On April 8, 2010 the employee underwent his first shoulder surgery at which time he was disabled from work. Following the surgery he underwent a course of physical therapy. He was able to return to work on October 7, 2010.

The employee had a second injury on February 19, 2012 alleging injury to right knee after slipping and falling. There were no lost time or medical benefits paid on this claim.

Mr. Feeney continued to experience problems with his right shoulder from his October 17, 2007 injury. He was disabled again effective March 12, 2012 and returned to work on March 19, 2012. He underwent a second surgical procedure on his right arm on June 11, 2012 at which time he was disabled from work again. The employee returned to work November 5, 2012, but was disabled again on November 12, 2012 and returned to work on November 19, 2012. The employee was again disabled effective November 26, 2012 through January 10, 2016. Mr. Feeney was again disabled February 23, 2016. While still disabled, the employee underwent a third surgical procedure September 9, 2016 on his right shoulder, followed by additional physical therapy. He was eventually released to restricted duty effective April 20, 2017 before being completely disabled again effective August 7, 2017. It was determined that the employee had permanent restrictions as a result of his injury.

The District has analyzed Mr. Feeney's permanent work restrictions under the interactive process established by its Americans with Disabilities Act policy. It has been determined that he cannot perform the essential functions of a Truck Driver with or without a reasonable accommodation.

Mr. Feeney has been paid a total of \$234,664.80 in lost time benefits as of October 20, 2017 for approximately 279.20 weeks and is currently receiving lost time benefits.

Mr. Feeney's attorney has filed two Applications for Adjustment of Claims with the Illinois Workers' Compensation Commission (IWCC). Subject to the approval of the IWCC, these claims can now be settled for \$400,000.00. The employee has retired from the District effective October 31, 2017. The settlement will include a separate release of all claims against the District. In addition, this settlement closes out any future lost time and future medical benefits associated with these injuries.

File #: 17-1131, **Version:** 1

The Director of Human Resources believes 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, Beverly K. Sanders, Director of Human Resources, BKS:RAJ:RG

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 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1140, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

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, District Lodge 8 & Local Lodge No. 126, AFL-CIO; International Brotherhood of Electrical Workers, Local No. 134; International Union of Operating Engineers, Local No. 150, 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 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, 2017 through June 30, 2020.

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, Beverly K. Sanders, Director of Human Resources

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Mariyana T. Spyropoulos, 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 2, 2017

File #: 17-1140, **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,
DISTRICT LODGE 8 & LOCAL LODGE
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, 2017 - JUNE 30, 2020

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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. No overtime credit will be allowed for travel time for scheduled overtime. No overtime credit will be allowed for travel time that is an extension of a workday which continues after the end of the workday. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. Employees working such unscheduled overtime shall receive one hour of travel time to the overtime assignment, at the rate of one and one-half times the hourly rate plus 1/2 hour compensatory time.
- D. If an employee works unscheduled 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 four (4) hours. The minimum credit of four hours includes travel time. Employees working unscheduled overtime which requires an extra trip shall receive one hour of travel time to the unscheduled overtime assignment and one hour of travel time returning home from the unscheduled overtime assignment at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time. Where employees have access to a time clock, employees must clock in and clock out when working unscheduled overtime.

An employee called in to work overtime after the end of the last 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.

- 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 2017, the additional holiday options are:

Wednesday, November 22, 2017, or Friday, November 24, 2017, or Friday, December 22, 2017, or Tuesday, December 26, 2017, or Friday, December 29, 2017, or Tuesday, January 2, 2018.

For 2018, the additional holiday options are:

Wednesday, November 21, 2018, or Friday, November 23, 2018, or Monday, December 24, 2018, or Wednesday, December 26, 2018, or Monday, December 31, 2018, or Wednesday, January 2, 2019.

For 2019, the additional holiday options are:

Wednesday, November 27, 2019, or Friday, November 29, 2019, or Tuesday, December 24, 2019, or Thursday, December 26, 2019, or Tuesday, December 31, 2019, or Thursday, January 2, 2020.

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.

Effective January 1, 2018, all full-time employees shall be entitled to the following days of vacation:

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

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

After fifteen (15) years of service – twenty (20) working days

After twenty-one (21) years of service – twenty-one (21) working days

After twenty-two (22) years of service – twenty-two (22) working days

After twenty-three (23) years of service – twenty-three (23) working days

After twenty-four (24) years of service – twenty-four (24) working days

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

Employees must have completed the required years of service with the District before June 30 in order to qualify for the longer vacation 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.

Effective January 1, 2017, employees shall be entitled to a maximum of two (2) weeks (10 work days) of unpaid bereavement leave in accordance with the provisions of the Illinois Child Bereavement Leave Act. Such leave shall apply to the death of a child defined as a son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis*.

The use of three (3) paid bereavement leave days shall be included in the 10-day entitlement period. An employee may cover the remaining seven (7) unpaid bereavement leave days with available paid time off benefits.

The District may request reasonable documentation to verify the use of bereavement leave.

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. An employee on Ordinary Disability, Duty Disability, an unpaid Leave of Absence, or not otherwise actively at work will not be considered for transfer. An employee on Ordinary Disability, Duty Disability or unpaid Leave of Absence 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, 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. Once a position has been determined to be an ultimate vacancy, and a requisition has been generated to fill the position, and signed by the Director of Human Resources, no transfer requests will be honored to that position.
- 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 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".

- M. 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.

- N. 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 \$10.00 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 January 1, 2018, 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 August 31, 2017.

Effective January 1, 2019, 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 August 31, 2018.

Effective January 1, 2020, 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 August 31, 2019.

Effective January 1, 2018, costs for employees in the preferred provider organization (PPO) program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending August 31, 2017.

Effective January 1, 2019, 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 August 31, 2018.

Effective January 1, 2020, 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 August 31, 2019.

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

Prior to January 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, the following will apply:

- The annual deductible will be \$350.00 per individual, the annual deductible for Employee + 1 will be \$700.00 and the maximum annual deductible per family will be \$1,050.00.
- 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

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, 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 \$100.00 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, 2018, the following will apply:

- A \$25.00 co-payment for office visits will be required.
- A \$25.00 per admission deductible for outpatient services will be required.

Prescription Drug Coverage

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

Retail Card

Based on a 30-day supply

	<u>Co-payment</u>
Generic	\$ 9.00
Formulary	\$25.00
Non-Formulary	\$45.00
Speciality	\$100.00

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.

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 preferred provider organization (PPO) 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 or existing health care reform laws are changed which have an impact on the health care program provided in this Agreement, the District or the Union may request to reopen the Agreement for health insurance only by providing written notice to the other party within sixty (60) days of the effective date of such legislation and only with the mutual consent of both parties.

- 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. Dental Insurance

- 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 August 31st of each year.
- For employees in the dental indemnity plan, the following will apply:
 - The annual deductible will be \$50.00 per covered member, \$150.00 maximum per family.
 - The annual benefit maximum will be \$2,500.00 per covered member.
 - Coverage for the dental HMO and the dental indemnity plan includes an orthodontics lifetime maximum benefit of \$1,000.00 per covered member

for eligible dependents up to age 19. This orthodontics benefit is separate from the annual benefit maximum.

For employees in the dental indemnity plan, effective January 1, 2018, the following will apply:

- Coverage for in-network and out-of-network services will be as follows:

	In-Network	Out-of-Network
Preventive	100%	80%
General/Restorative	80%	60%
Major	60%	50%

- Coverage for the dental HMO and the dental indemnity plan includes an orthodontics lifetime maximum benefit of \$2,000.00 per covered member for eligible dependents up to age 19. This orthodontics benefit is separate from the annual benefit maximum.
- 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 January 1st through December 31st. 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 (December 31st). 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 January 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.

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 discuss the possibility of establishing a Health Reimbursement Account for employees. The Committee mutually agrees that by May 31, 2018 a determination will be made on whether or not the establishment of a Health Reimbursement Account is worthy of serious consideration. If the Committee determines that the establishment of a Health Reimbursement Account is viable to pursue, they will advise the Executive Director. The Executive Director will determine if the recommended establishment of a Health Reimbursement Account for employees should be presented to the District's Board of Commissioners. If this option is recommended by the Committee and presented to the Executive Director for consideration and such option 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 recommendation to establish a Health Reimbursement Account.

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 \$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.

Effective January 1, 2018, 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 \$125.00. 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 \$100.00. 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 one hour or greater, 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.

When there are four or more journeymen from the same trade working overtime without supervision, a journeyman from the assigned crew will be designated as a Leadman at the discretion of the Master Mechanic and shall be a working Leadman.

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.
- h) Shift employees who are on a regular day off (payroll code 0048) will not receive payroll code (0026) Holiday Earned credit.
- i) Non-shift employees shall not be eligible for differential pay during a full day facility closure if they were not required to work during the closure.

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.
- g) Employees shall only be eligible for differential pay for the hours worked on a partial day facility closure.

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.

Q. Confined Space Entry

For confined space entry, any qualified employee from any classification may be assigned top-man duties based on operational needs. Qualified employees may perform top-man duties for any employee classification that is entering and performing work in a confined space.

R. 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. 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 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, 2017, and shall continue in full force and effect through June 30, 2020, and from year to year thereafter unless at least 60 days prior to June 30, 2020, 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.

Executed at Chicago, Illinois, this _____ day of _____, 2017.

FOR THE BUILDING TRADES COALITION AND
CHICAGO REGIONAL COUNCIL OF CARPENTERS

1. Architectural and Ornamental
Ironworkers Union
Local 63

2. Bridge, Structural and
Reinforcing Ironworkers'
Local Union No. 1

3. Chicago Journeymen Plumbers'
Local Union 130, U.A.

4. International Association of
Machinists and Aerospace Workers,
District Lodge 8 & Local Lodge
No. 126, AFL-CIO

5. International Brotherhood of
Electrical Workers
Local No. 134

6. International Union of
Operating Engineers
Local No. 150, AFL-CIO

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

Susan T. Morakalis
General Counsel

Jacqueline Torres
Clerk/Director of Finance

David St. Pierre
Executive Director

Frank Avila
Chairman Committee on Finance

Mariyana T. Spyropoulos
Chairman Committee on Labor and
Industrial Relations

APPROVED:

Mariyana T. Spyropoulos
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	\$46.75	6/1/17
Architectural Ironworker Leadman	\$50.25	6/1/17

- 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.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

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	\$47.33	6/1/17
Structural Ironworker Leadman	\$49.33	6/1/17
Ironworker Foreman	\$50.83	6/1/17

- 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.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

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	\$49.25	6/1/17
Plumber Foreman	\$53.20	6/1/17

- 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.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

SCHEDULE D

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
DISTRICT LODGE 8 & LOCAL LODGE NO. 126, AFL-CIO1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Machinist	\$47.56	7/1/17
Machinist Leadman	\$50.06	7/1/17
Machinist Foreman	\$51.06	7/1/17

- 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, District Lodge 8 and Local Lodge 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

UNION

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	\$47.40	6/5/17
Electrical Mechanic Sub-Foreman	\$50.40	6/5/17
Electrical Mechanic Foreman	\$53.40	6/5/17

- 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, five (5) shirts and one (1) belt 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), during each calendar year employees will be entitled to reimbursement for up to five (5) replacement garments (pants and/or shirts) of arc-rated protective clothing. In addition, effective January 1, 2018 and every year thereafter, employees will be entitled to an annual maximum reimbursement of \$250 for the purchase of additional arc-rated protective garments (i.e. overalls, sweat shirt, jacket). All reimbursements will be issued in accordance with the District's Handbook of Employee Expense Rules procedures. 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.

The District agrees to replace, at its own expense, any arc-rated clothing items damaged by, or otherwise required to be replaced after, an arc flash incident. Additionally, the

District agrees to at its own expense and in its sole discretion, replace arc-rated clothing damaged in the course of normal work activities.

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

UNION

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	\$50.10	6/1/17
Hoisting Engineer Foreman	\$54.10	6/1/17

- 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. APPRENTICESHIP PROGRAM

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 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.

6. 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.

7. 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.

8. 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

UNION

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	\$45.55	6/1/17
Painter Leadman	\$48.40	6/1/17

*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).

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

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	\$47.50	6/1/17
Pipefitter Leadman	\$50.50	6/1/17
Pipefitter Foreman	\$52.50	6/1/17

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

UNION

SCHEDULE I

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS, 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	\$43.50	6/8/17
Sheet Metal Worker Leadman	\$47.42	6/8/17

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.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

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	\$50.50	6/1/17

- 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.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

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	\$46.35	6/1/17
Carpenter Leadman	\$48.35	6/1/17
Carpenter Foreman	\$48.85	6/1/17

- 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.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

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	\$45.38	6/1/17

- 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

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1125, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON MAINTENANCE AND OPERATIONS

Mr. David St. Pierre, Executive Director

Authorization to enter into an Intergovernmental Agreement with the City of Chicago Department of Streets and Sanitation to accept woodchips at the Harlem Avenue and Calumet Solids Management Areas to facilitate biosolids composting operations

Dear Sir:

The current Intergovernmental Agreement between the District and The City of Chicago Department of Streets and Sanitation to accept wood chips at the Harlem Avenue and Calumet Solids Management Areas (HASMA and CALSMA) expires on December 31, 2017. Under the current Agreement, the District has received over 80,000 cubic yards of wood chips from the City of Chicago, facilitating the production of over 70,000 cubic yards of Class A Exceptional Quality composted biosolids.

The Intergovernmental Agreement has proven beneficial to both parties. The City of Chicago has an outlet for the wood chips produced from citywide tree trimming operations, affording them operational flexibility and reducing storage concerns. The District receives bulking material necessary for successful biosolids composting at no cost.

Both parties have expressed interest in continuing this partnership at no cost to either party. It is recommended that the District enter into an Intergovernmental Agreement with the City of Chicago to continue to accept wood chips at HASMA and CALSMA through December 31, 2020.

Requested, John P. Murray, Director of Maintenance and Operations, BAP:SO'C:MAG:al
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 2, 2017



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1109, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON MONITORING AND RESEARCH

Mr. David St. Pierre, Executive Director

Authorization to extend the term of the Memorandum of Understanding with Aarhus Vand A/S of Denmark for Engaging in a Knowledge Exchange Program

Dear Sir:

Authority is requested to extend the term of the Memorandum of Understanding (MOU) with Aarhus Vand A/S of Denmark (Aarhus Vand) for engaging in a knowledge exchange program.

On October 16, 2014, the Board of Commissioners authorized the Metropolitan Water Reclamation District of Greater Chicago (District) to enter into an MOU between the District and Aarhus Vand. Aarhus Vand is an independent regional water and wastewater enterprise located in southern Denmark that is wholly owned by the municipality of Aarhus. On November 1, 2014 the MOU was executed. The MOU has a termination date of three years from date of execution, placing the expiration date as October 31, 2017. The MOU has provisions for extension of the MOU with the approval of both parties.

The District and Aarhus Vand share many common goals, such as effective water management, sustainable operations, efficient customer service, technical proficiency, and environmental stewardship. The MOU has provided the basis for a knowledge exchange program, which has served as a forum for District technical staff and Danish experts to share knowledge, exchange experiences, and engage in thoughtful discourse about the water sector and the wastewater treatment area for the mutual benefit of each entity.

Over the past three years, a number of activities have taken place under the auspices of the MOU to the mutual benefit of both parties. Past and on-going activities include:

1. Transfer of technical information on each entity's on-going research towards mainstream short-cut nitrogen removal, biological phosphorus removal, and phosphorus recovery.
2. Transfer of information on each entities efforts towards energy neutrality and renewable energy production.
3. Process optimization analysis performed by Danish experts on the Hanover Park WRP, and a workshop presentation to District staff.
4. A treatment plant operator from the M&O Department spent two months working as a staff member at the Aarhus Vand wastewater treatment plants, where she learned about the host utility's operational model, technical approaches, and organizational culture.
5. Three District employees traveled to Denmark for a one-week fact-finding tour of Aarhus Vand's operations and approaches to biological phosphorus removal, sidestream anammox treatment, and stormwater management.

File #: 17-1109, **Version:** 1

6. Two Danish exchange students from a technical university spent one month as interns at the District water reclamation plants learning about resource recovery, energy neutrality, and the District's wastewater treatment operations.
7. Members of the Aarhus Vand Board of Commissioners and their CEO met with District Commissioners and the Executive Director during WEFTEC 2015 to exchange knowledge about utility financing and leadership.
8. Members of the District's Operations Challenge team mentored the members of the Aarhus Vand Operations Challenge team prior to the competition held at WEFTEC 2017.

Extension of the term of the MOU will permit both entities to continue to take advantage of the working relationship that has been established between the District and Aarhus Vand staff. In addition to the above noted activities, other topic areas of mutual interest that may be addressed under the extended term include biological phosphorus removal, energy neutrality and energy efficiency, hydrothermal technology, managing the effects of climate change and extreme weather, and sustainable utility management.

A copy of the existing Memorandum of Understanding and Amendment No. 1 to the MOU extending the term for another three years are attached. All costs will be the responsibility of the respective parties, and each party will maintain insurance coverage for its own personnel at all times. Expenditures by the District greater than \$10,000.00 will require approval of the District's Board of Commissioners. The term of the extension will be three years from the date of execution.

Based on the foregoing, the Monitoring and Research Department recommends that the Chairman of the Committee on Monitoring and Research, the Executive Director, and the Clerk be authorized to execute on behalf of the District said Amendment No. 1 with Aarhus Vand A/S of Denmark.

Requested, Edward W. Podczerwinski, Director of Monitoring and Research, EWP:TK:jvs

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Kari K. Steele, Chairman Committee on Monitoring and Research

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 2, 2017

Attachments

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

Between

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, USA

and

AARHUS VAND A/S, DENMARK

AMENDMENT NUMBER 1

This Amendment to the Memorandum of Understanding (Amendment No. 1) is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government organized and existing under and by virtue of the laws of the State of Illinois, USA, hereinafter referred to as “DISTRICT”, and Aarhus Vand A/S, an independent private enterprise with Aarhus Municipality, Denmark being the sole shareholder, herein referred to as “AARHUS VAND.” This Amendment shall be effective as of the date of the last party to sign below.

WHEREAS, AARHUS VAND and DISTRICT did enter into a written Memorandum of Understanding (MOU) November 1, 2014 whereby the terms and conditions for both parties to share knowledge, exchange experiences, and engage in thoughtful discourse about the water sector and the wastewater treatment field for the benefit of each entity, their employees, their customers, their communities, and the environment; and

WHEREAS, the MOU contained provisions for an extension of time subject to the mutual agreement of both parties; and,

WHEREAS, it is the desire of the parties to enter into this Amendment to the MOU to extend the termination date of said MOU dated November 1, 2014.

NOW THEREFORE, for and in consideration of the covenants and agreements herein set forth, it is agreed by and between the parties hereto, that the said MOU is hereby amended in the following particulars:

The term of this MOU is extended to three years from the effective date of this Amendment No. 1.

EXCEPT AS AMENDED by the provisions hereof, the MOU between the parties hereof dated November 1, 2014 shall be and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement on the dates written below, with the expressed intent of the parties that said Amendment to Agreement shall be effective.

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Between
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, USA
and
AARHUS VAND A/S, DENMARK
AMENDMENT NUMBER 1
Page 2

AARHUS VAND, A/S

By _____
Lars Schroeder, CEO

_____ Date

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: _____
Mariyana T. Spyropoulos, President, Board of Commissioners

Chairman of the Committee on Monitoring and Research

Executive Director

Director of Monitoring and Research

Attest: _____
Director of Finance/Clerk

_____ Date

Approved as to form and legality:

Head Assistant Attorney

General Counsel

Memorandum of Understanding
between
Metropolitan Water Reclamation District
of Greater Chicago, USA
and
Aarhus Vand A/S, Denmark
2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this first day of November 2014, by and between the Metropolitan Water Reclamation District of Greater Chicago ("the District") and Aarhus Vand A/S of Denmark (a.k.a. "Aarhus Water").

WHEREAS, the District is an independent government and taxing body encompassing approximately 91 percent of the land area and 98 percent of the assessed valuation of Cook County, Illinois, United States of America; and

WHEREAS, the District's mission is to protect the health and safety of the public in its service area, protect the quality of the water supply source (Lake Michigan), improve the quality of water in watercourses in its service area, protect businesses and homes from flood damages, and manage water as a vital resource for its service area; and

WHEREAS, the District owns and operates seven water reclamation plants that treat domestic, industrial, and combined sewage, serving a population of approximately 5.25 million real people, a commercial and industrial equivalent of 4.5 million people, and a combined sewer overflow equivalent of 0.6 million people; and

WHEREAS, the District is committed to achieving the highest standards of excellence in fulfilling its mission; and

WHEREAS, Aarhus Vand is an independent private enterprise, with Aarhus Municipality, Denmark, being the sole shareholder; and

WHEREAS, the mission of Aarhus Vand is to supply drinking water and provide wastewater treatment of the highest quality in terms of health and the environment, while taking into account reliable supplies, nature and efficient operation in a manner that is transparent to consumers; and

WHEREAS, Aarhus Vand's area of expertise covers all aspects of water and wastewater management, including distribution of drinking water to 285,000 customers through 950 miles of supply lines and 10 waterworks, and the treatment of waste water from 300,000 customers through 10 wastewater treatment plants and 1,400 miles of sewage pipes within the Aarhus area district, where population growth is about 1% annually; and

WHEREAS, Aarhus Vand employs approximately 240 people, and maintains the highest certifications within all aspects of their involvement, and work continually on developing holistic solutions while being committed to sustainability in relation to the overall water cycle; and

WHEREAS, the District and Aarhus Vand share many points of common interest within the water sector in general, and the wastewater treatment area specifically; and

WHEREAS, it would be in both parties' interest to share knowledge, exchange experiences, and engage in thoughtful discourse about the water sector and the wastewater treatment area for the benefit of each entity, their employees, their customers, their communities, and the environment;

NOW THEREFORE, the District and Aarhus Vand agree and understand as follows:

1. The Parties agree to establish a basis for knowledge sharing and cooperation

2. AREAS OF INTEREST. The following are the suggested areas of common interest, which may be expanded upon, modified, or added to over time as needs arise:
 - a. Wastewater treatment technology
 - b. Energy management/ Energy neutrality
 - c. Stormwater management
 - d. Wastewater operations
 - e. Managing the effects of climate change and extreme weather
 - f. Process control, monitoring and instrumentation
 - g. Sustainable utility management
 - h. Staff Exchange

3. INITIAL ACTIVITIES OF COOPERATION. A number of joint activities will initially be undertaken by the Parties involved for the purpose of developing a working relationship between the Parties. The activities described below reflect the intentions discussed at the first meeting in 2014, but are not limited to same, as a more complete list will be developed according to the wishes and capabilities of the parties involved. It is understood by the Parties that the program may be updated as experience is gained.

- A. Knowledge Sharing: During the course of the agreement, the Parties agree to mutual visits (Denmark to Chicago and possibly Chicago to Denmark) during which the Parties will learn how the US/DK wastewater treatment facilities are organized and operated. The Parties agree to open sharing of information and benchmarking on their main activities within wastewater. On the Danish side, an Aarhus Vand specialist, Flemming B. Møller, will be stationed at the Consulate General of Denmark, Chicago, and will make multi-day visits to each of the District's seven water reclamation plants to become familiar with their layout, process train, and key personnel. The visits will offer an opportunity for the Parties to visualize innovative solutions to present as well as future challenges, and identify more specific topics and projects which could be of interest to both Parties. Flemming Møller's visits to MWRD facilities are expected to start during the month of August 2014.
- B. Job Exchange Visits: Aarhus Vand welcomes the opportunity to discuss the framework for potential visits by District personnel to the three major wastewater treatment facilities in Denmark (VCS Denmark, Aarhus Water and HOFOR) as facilitated by Aarhus Vand. The duration of each job exchange is expected to be 1-2 weeks. An exchange job visit by the District to Aarhus Vand can be initiated at any given point during the period of the Agreement.
- C. Other matters: During the mutual visits, other subsequent activities are to be discussed and developed. For example, this could include establishment of specific technical working groups on biological treatment, energy management, or sustainable utility management, or cooperation on research and development projects. Each technical working group or project team will establish its own functional criteria including a chartering statement, scope of work, organizational chart, schedule with target milestones, deliverables, periodic meetings, budget, and final reports.

4. **COSTS.** All travel, hotel, living costs, and other expenses are to be covered by the respective Parties for their own personnel. The party responsible for costs relating to specific projects or technical working groups will be determined by the project team and agreed to in writing by both Parties' management in advance of any expenditure. Any other expected costs which may arise through anticipation of activities under this Memorandum of Understanding will be discussed and agreed to in writing by both Parties' management in advance of any expenditure. Expenditures by the District greater than \$10,000.00 will require approval of the District's Board of Commissioners.
5. **INSURANCE.** Each party will maintain insurance coverage for its own personnel at all times, and will hold then other party harmless for its own employee's actions, including when employees are on the other party's property.
6. **TIME SCHEDULE.** The term of this Memorandum of Understanding is three years from the date of execution. Prior to expiration, the Agreement will be evaluated and upon mutual agreement of the Parties, the Agreement may be extended and modified.

MEMORANDUM OF UNDERSTANDING SIGNATURE PAGE

Metropolitan Water Reclamation District
of Greater Chicago

Aarhus Vand A/S

By: David St. Pierre
David St. Pierre
Executive Director

Date: 11/24/14

By: Lars Schrøder
Lars Schrøder
CEO

Date: 1/11 - 2014

Approved:

Ronald M. Hill
Ronald M. Hill
General Counsel

Date: _____

Frank A. Lila
Chairman of the Committee
of Engineering

Catherine L. O'Connor
Director of Engineering

Josephine Torrey
Clerk



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1144, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to commence statutory procedures to lease approximately 2.5 acres of District real estate located at 15680 Canal Bank Road in Lemont, Illinois; Main Channel Parcel 23.10 (Western Portion)

Dear Sir:

Hicks Gas, LLC d/b/a Liberty Propane ("Hicks") currently leases approximately 2.5 acres of District real estate located at 15680 Canal Bank Road in Lemont, Illinois and known as Main Channel Parcel 23.10 (Western Portion) under a lease that commenced June 1, 2013, and expires May 31, 2018. The current annual rent is \$36,165.53. Hicks uses the site to operate a propane business. The site is currently improved with a propane tank, an office trailer, a bottle dock building, a concrete dock pad, two storage trailers and a chain link fence.

Hicks has requested a new 5-year lease to continue operating its propane business. The District's technical departments have reviewed this lease request and have indicated that the subject site is not currently needed for corporate use and that there are no objections thereto.

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 2.5 acres of District real estate located at 15680 Canal Bank Road in Lemont, Illinois; Main Channel Parcel 23.10 (Western Portion) upon the terms and conditions set forth herein.

Requested, Susan T. Morakalis, General Counsel, STM:CMM:npe

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, David J. Walsh, 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 November 2, 2017

Attachment





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1145, Version: 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON REAL ESTATE

Mr. David St. Pierre, Executive Director

Authority to amend permit agreement issued to United Parcel Service, Inc. on 20.5 acres of District real estate located at the Cal-Sag Channel and Ridgeland Avenue in Alsip, Illinois and known as the Ridgeland Avenue Drying Facilities; Cal-Sag Channel Parcel 10.04 (eastern portion) for storing and parking trucks and trailers, to add 4+/- acres to the permit premises for the period of November 2, 2017, to January 31, 2018. Consideration shall be \$827,000.00

Dear Sir:

On September 14, 2017, the Board of Commissioners ("Board") authorized the issuance of a 9 ½ month permit to United Parcel Service, Inc. ("UPS") to allow seasonal use during certain months in the years 2017 through 2019. The permit is for the use of the eastern 20.5 acres of the District's Ridgeland Avenue Drying Facility ("Ridgeland Facility"); Cal-Sag Channel Parcel 10.04 (eastern portion), for storing and parking trucks and trailers. UPS uses the site under the permit from September 15, 2017 to January 31, 2018, and September 1, 2018 to January 31, 2019. These months represent the time of year when UPS requires additional land for parking trucks and trailers due to demands related to the holiday season. UPS's permit fee is \$779,000.00.

UPS has requested to add 4+/- acres to the permit premises for the period from November 2, 2017 through January 31, 2018, for a total permit area of 24.5 acres during such time period to be used for the same purposes set forth in the permit. The current permit fee will therefore be increased by \$48,000.00 for a new total permit fee of \$827,000.00. From September 15, 2018 to January 31, 2019, the permit premises will be its original acreage of 20.5 acres. The District's technical departments have no objections to making this additional acreage available for such use by UPS.

The recommended permit fee for the revised permit premises is \$827,000.00, which represents the pro-rata share of over 10% of the fair market value of the land, based upon recent appraisals of nearby comparable sites.

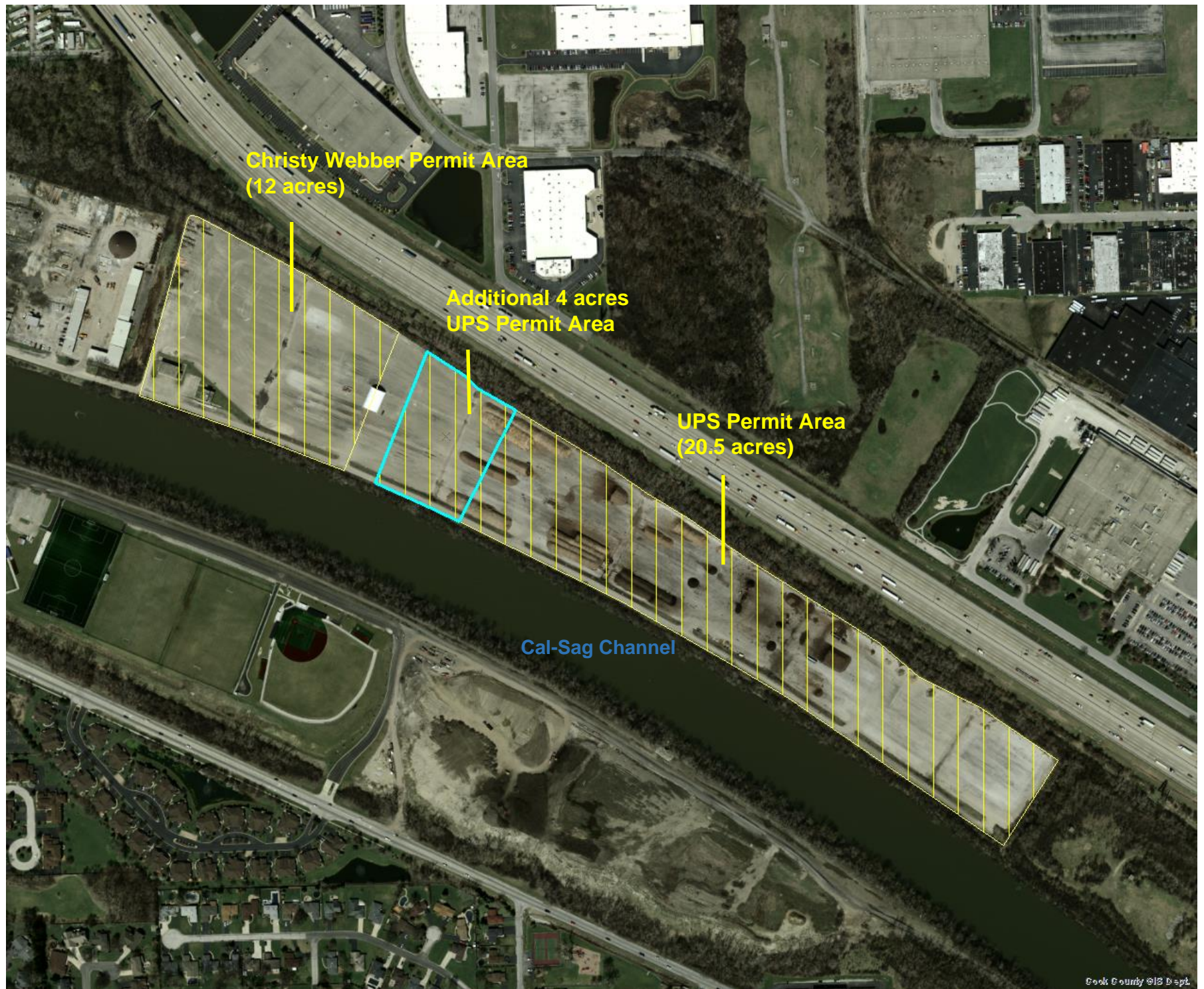
It is requested that the Executive Director recommend to the Board of Commissioners that it authorize an amendment to the permit agreement issued to United Parcel Service, Inc. on 20.5 acres of District real estate located at the Cal-Sag Channel and Ridgeland Avenue in Alsip, Illinois and known as the Ridgeland Avenue Drying Facilities; Cal-Sag Channel Parcel 10.04 (eastern portion) for storing and parking trucks and trailers, to add 4+/- acres to the permit premises for the period of November 2, 2017, to January 31, 2018. Consideration shall be \$827,000.00.

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 to execute said permit agreement amendment on behalf of the District after it is approved by the General Counsel as to form and legality.

File #: 17-1145, **Version:** 1

Requested, Susan T. Morakalis, General Counsel, STM:CMM:BJD:vp
Recommended, David St. Pierre, Executive Director
Respectfully Submitted, David J. Walsh, 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 2, 2017

Attachment





Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1139, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Report on Green Infrastructure, Detention, and Compensatory Storage Volumes Required by the Watershed Management Ordinance

Dear Sir:

The Watershed Management Ordinance (WMO) regulates sewer construction within the District's service area and development within suburban Cook County. It provides uniform stormwater management regulations to prevent future development projects from exacerbating flooding and protect environmentally sensitive areas. Green infrastructure (GI) is installed to comply with the stormwater management requirement of capturing one inch of stormwater runoff from all impervious surfaces of the development. Detention requirements have been enhanced by the WMO as compared to the previous requirements under the Sewer Permit Ordinance, and compensatory storage is required to mitigate development impacting the floodplain.

When a WMO permit is required, the development must comply with the stormwater management provisions of the WMO. The attached table includes the number of permits issued per quarter since the WMO became effective. It also summarizes the development area, volume captured by GI, locally-provided detention, and compensatory storage. The total for each year and running total are also provided. This table will continue to be updated at the end of each quarter and transmitted for your information.

Respectfully Submitted, Marcella V. Landis, Acting Director of Engineering, WSS:JK

Attachment

WMO Stormwater Management Quarterly Reporting

	Total No. Permits Issued	Total Area of Development (acres)	Total GI Volume (gal)	Total Detention Volume (gal)	Total Comp Storage Volume (gal)
2014					
<i>Q3</i>	<i>73</i>	<i>301</i>	<i>26,100</i>	<i>23,849,000</i>	<i>-</i>
<i>Q4</i>	<i>76</i>	<i>268</i>	<i>221,600</i>	<i>12,841,800</i>	<i>-</i>
Total	149	569	247,700	36,690,800	-
2015					
<i>Q1</i>	<i>43</i>	<i>204</i>	<i>1,160,000</i>	<i>11,437,400</i>	<i>13,700</i>
<i>Q2</i>	<i>104</i>	<i>468</i>	<i>854,200</i>	<i>31,995,300</i>	<i>-</i>
<i>Q3</i>	<i>109</i>	<i>373</i>	<i>2,478,700</i>	<i>42,082,900</i>	<i>3,300</i>
<i>Q4</i>	<i>98</i>	<i>243</i>	<i>3,586,600</i>	<i>15,598,500</i>	<i>1,034,900</i>
Total	354	1,287	8,079,500	101,114,100	1,051,900
2016					
<i>Q1</i>	<i>86</i>	<i>280</i>	<i>2,072,400</i>	<i>56,955,500</i>	<i>-</i>
<i>Q2</i>	<i>111</i>	<i>321</i>	<i>3,160,000</i>	<i>30,180,300</i>	<i>242,700</i>
<i>Q3</i>	<i>110</i>	<i>336</i>	<i>3,206,300</i>	<i>27,185,700</i>	<i>-</i>
<i>Q4</i>	<i>89</i>	<i>344</i>	<i>2,965,200</i>	<i>18,501,800</i>	<i>329,800</i>
Total	396	1,282	11,403,900	132,823,300	572,500
2017					
<i>Q1</i>	<i>86</i>	<i>205</i>	<i>3,864,600</i>	<i>15,614,800</i>	<i>190,300</i>
<i>Q2</i>	<i>132</i>	<i>438</i>	<i>5,072,200</i>	<i>33,047,800</i>	<i>2,238,600</i>
<i>Q3</i>	<i>116</i>	<i>334</i>	<i>4,796,900</i>	<i>34,536,900</i>	<i>769,000</i>
<i>Q4</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
Total	334	978	13,733,700	83,199,500	3,197,900
Grand Total	1,233	4,116	33,464,800	353,827,700	4,822,300

The above table reflects the most current data, and does not include cancelled permits.



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1143, **Version:** 1

TRANSMITTAL LETTER FOR BOARD MEETING OF NOVEMBER 2, 2017

COMMITTEE ON STORMWATER MANAGEMENT

Mr. David St. Pierre, Executive Director

Authority to negotiate intergovernmental agreements to assist various local municipalities and other governmental organizations with Green Infrastructure projects

Dear Sir:

Pursuant to the report to the Board of Commissioners submitted on May 4, 2017, the District solicited Green Infrastructure project proposals from municipalities, townships, and other governmental agencies for District assistance. The applications were sent to the chief elected official in each jurisdiction as well as agency and other governmental organization officials, and posted on the District's website. The Engineering Department received 47 applications for Green Infrastructure (GI) projects between May and July 2017.

Staff has reviewed all the GI project submittals, evaluated the proposals, and ranked the eligible projects based on factors such as the cost per gallon, number of benefiting structures and cost per structure, project visibility, and median income of the community. Based on this evaluation, a selection of 20 projects is hereby recommended for funding and/or other assistance to be provided to the local communities and governmental organizations for implementation of these green infrastructure projects. Attached are a table describing the recommended projects and an exhibit depicting their location. Applicants whose projects were not selected will be notified that their proposals may be eligible for future consideration under our GI and/or Phase II local Stormwater programs as applicable.

It is hereby requested that the Board of Commissioners authorize the District to negotiate Intergovernmental Agreements (IGAs) with the entities identified on the attached list, to allow the District to assist in the furtherance of these projects. Assistance may be in the form of funding, engineering, or other assistance to be defined through the negotiations between the District and the involved entities. Once the parties agree in principle, authority to enter into the individual IGAs will be sought from the District's Board of Commissioners. In addition to the many benefits these projects will provide in their local communities, the District will apply the volume of design retention capacity achieved towards our Consent Decree requirement for Green Infrastructure to the United States Environmental Protection Agency.

Requested, Marcella V. Landis, Acting Director of Engineering, WSS:JK:JJY

Recommended, David St. Pierre, Executive Director

Respectfully Submitted, Deborah Shore, Chairman Committee on Stormwater Management

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for November 2, 2017

Attachments

2017 Green Infrastructure Projects

Organization Name	Project Title	# of Benefited Structures	Estimated Construction Cost (\$)
Chicago Park District	Improving Stormwater Infiltration through the Establishment of Native Habitat at 3 Chicago Parks - (Naturalized Plantings and Turf Grass)	80	\$477,958
City of Chicago - Department of Planning and Development	The Garfield Park Community Eco Orchard – (Eco Orchard with 3' underground storage)	100	\$900,000
City of Chicago/ 10th Ward	Green Alleys: 99th-100th & S Ave H and 10300 S Ave & Ewing Ave	60	\$335,000
Commuter Rail Division of the RTA/Metra	Green Infrastructure for the New Peterson Ridge Metra Station – (Permeable Pavement; Naturalized Plantings)	12	\$1,153,441
Village of River Forest	Gale Avenue Green Alley Improvements	24	\$185,000
University of Illinois at Chicago	Green Infrastructure at Arthington Mall and Parking Lot B2 – (Parking Lot Pavers; Rain Gardens; Naturalized Plantings)	5	\$544,400
Village of Calumet Park	Winchester Avenue Green Infrastructure Project - Wet Bottom Detention Pond; (other mentioned GI: Bioswale, Permeable Pavement, Rain Garden)	36	\$400,000
Village of Forest Park	Green Alley Improvement	31	\$200,000
Wheeling Park District	Chamber Park Parking Lot Reconstruction – (Rain Garden)	1	\$160,000
City of Palos Heights	Lake Katherine Commuter Parking Lot – (Permeable Parking Lot Pavers)	6	\$634,000
Village of Arlington Heights	Arlington Heights Police Station – (Permeable Parking Lot Pavers; Bioinfiltration Basin)	27	\$1,515,000

2017 Green Infrastructure Projects

Organization Name	Project Title	# of Benefited Structures	Estimated Construction Cost (\$)
City of Des Plaines	Pervious Concrete Alley Improvement Projects	94	\$1,056,339
Village of Orland Park	Orland Park Village Hall Green Roofs	3	\$50,000
Village of Orland Park	Village of Orland Park Nature Center – (Permeable Pavers; Limestone Trail; Naturalized Plantings; Detention/Wetland)	1	\$252,000
Village of Midlothian	Midlothian Permeable Parking Lot/GI Demonstration Project – (Permeable Pavement; Bioswale; Rain Garden)	12	\$161,173
City of Harwood Heights	Harwood Heights Green Alleys Project	81	\$583,500
Village of Posen	Posen Goes Green (Rain Garden; Permeable Parking Lot)	5	\$250,000
Village of Maywood	Village of Maywood Green Alleys	150	\$1,390,000
Village of Riverside	Metra Commuter Lot #1 Green Parking Lot – (Permeable Parking Lot Pavers)	1	\$995,435
Forest Preserve District of Cook County	Dam No. 4 Woods East -Porous Unit Paving Parking Lot Retrofit – (Parking Lot Pavers; Pavement Removal and Naturalization)	1	\$501,313



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Text

File #: 17-1141, **Version:** 1

RESOLUTION FOR BOARD MEETING OF NOVEMBER 2, 2017

RESOLUTION sponsored by the Board of Commissioners congratulating employees who retired in the last year

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago is staffed by men and women of the highest caliber whose professionalism evinces an extraordinary dedication to the District's mission of protecting our water environment; and

WHEREAS, the efforts of these individuals have enabled the District to become the recognized leader in the wastewater treatment industry while making a significant contribution to the quality of life in our community; and

WHEREAS, the employees who retired in the last year have amassed centuries of invaluable service to the District; and

WHEREAS, a celebration commemorating their years of loyal service will be held in honor of the newest retirees of the District on December 2, 2017; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, on behalf of ourselves and staff express our respect and appreciation to all those employees who are retiring for their years of service to the District, and extend our best wishes to these employees for a long and pleasurable retirement in which they will have the opportunity to pursue their varied interests; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the permanent Record of Proceedings of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago.

Dated: November 2, 2017

Approved: MARIYANA T. SPYROPOULOS, President; BARBARA J. MCGOWAN, Vice President; FRANK AVILA, Chairman, Committee on Finance; TIMOTHY BRADFORD; MARTIN J. DURKAN; JOSINA MORITA; DEBRA SHORE; KARI K. STEELE; DAVID J. WALSH; Commissioners of the Metropolitan Water Reclamation District of Greater Chicago

Approved as to Form and Legality: Susan T. Morakalis, General Counsel, STM:aw

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
Retirement List from May 1, 2016 through October 20, 2017

Name	Title	Retirement Date	Years of Service
Mohammed Ahmed	Assistant Civil Engineer	8/31/2016	15
Jesus Avina	Maintenance Laborer Class A Shift	4/30/2017	18
Christine Barton	Associate Human Resources Analyst	4/30/2017	16
Richard Bedard	Storekeeper	4/30/2017	28
Daniel Bergstrom	Engineering Technician V	4/30/2017	30
Esther Billich	Maintenance Laborer Class A Shift	4/30/2017	25
Cheryl Bourgeois	Secretary	7/31/2016	30
Mary Brand	Treatment Plant Operator III	4/30/2017	31
Bernice Brown	Legal Assistant	6/30/2016	18
Nathaniel Brown	Maintenance Laborer Class A Shift	7/11/2016	26
Roger Cain	Maintenance Laborer Class A Shift	1/6/2017	22
Joseph Calvano	Supervising Environmental Chemist	6/30/2017	31
Carlos Cardona	Accounting Clerk III	6/30/2016	15
Mary Carroll	Community Education Specialist	4/30/2017	23
Charles Chrisos	Carpenter Leadman	5/31/2016	27
Michael Cohen	Supervising Budget & Management Analyst	4/30/2017	28
Daniel Collins	Managing Civil Engineer	4/30/2017	28
William Collins	Operating Engineer I	5/30/2017	25
Sandra Conrad	Senior Environmental Chemist	4/30/2017	25
Salvatore Contarino	Engineering Technician V	4/30/2017	25
Nancy Cullerton	Administrative Asst to Commissioner-Sec	11/30/2016	19
Andre Dannard	Treatment Plant Operator II	5/28/2017	23
Lynn De Luca	Secretary	6/30/2016	19
Olga Del Russo	Administrative Specialist	4/30/2017	19
Richard DeLong	Senior Network Engineer	7/31/2017	26
Martin DePass	Operating Engineer I	7/31/2017	10
Christine DeSalvo	Buyer III	5/31/2017	20
Sandra Diller	Environmental Specialist	7/21/2017	24
Ursula DiPrima	Administrative Asst to Commissioner-Sec	12/11/2016	9
Linda Dunlap	Senior Human Resources Analyst	7/31/2017	26
Julia Durden	Maintenance Laborer Class A	1/10/2017	21
Jyothi Errampally	Engineering Technician III	8/31/2016	7
Sadgio Fredianelli	IT Support Analyst II	4/30/2017	25
John Gelato	Machinist	4/30/2017	23
Thomas Granato	Director of Monitoring and Research	4/30/2017	28
Carolyn Grice-Brumfield	Maintenance Laborer Class A	10/24/2016	21
Patrick Hanrahan	Pipefitter	4/30/2017	19
Tim Hardy	Machinist Foreman	4/30/2017	29
Henry Harris	Police Officer	7/31/2017	15
Diane Hawkins	Maintenance Laborer Class A Shift	7/31/2017	26
Joyce Haynes	Fireman-Oiler	12/30/2016	30

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
Retirement List from May 1, 2016 through October 20, 2017

Page 2 Continued

Name	Title	Retirement Date	Years of Service
Ronald Hill	General Counsel	4/30/2017	26
James Hilliard	Financial Analyst	4/30/2017	16
Leonard Holdman	Machinist	4/30/2017	19
Stuart Hoskins	Police Officer	8/31/2016	10
Rowlanda Howard	Fireman-Oiler	4/30/2017	27
Maurice Hurley	Engineering Technician V	4/30/2017	19
Edward Isaac	Engineering Draftsman II	4/30/2017	19
Larry Johnson	Maintenance Laborer Class A Shift	4/30/2017	17
Reuben Johnson-Bey Jr	Maintenance Laborer Class A	6/30/2016	28
Cleo Jones	Maintenance Laborer Class A	8/31/2016	7
William Jones	Maintenance Laborer Class A	4/30/2017	28
Jonas Kalvaitis	Safety Coordinator	4/30/2017	27
Sheril Kamenjarin	Treatment Plant Operator III	4/30/2017	29
James Kaminski	Treatment Plant Operator III	12/31/2016	29
Mark Kirchman	Engineering Technician V	8/31/2016	29
John Klimas	Senior Mechanical Engineer	4/30/2017	26
Denice Korcal	Director of Human Resources	6/30/2016	30
Wayne Kullman	Sheet Metal Worker	4/30/2017	16
Izabela Kuman	Administrative Specialist	4/19/2017	17
Tadeusz Litwinko	Operating Engineer II	1/31/2017	31
Dwayne Logan	Associate Civil Engineer	4/30/2017	27
John Lynch	Operating Engineer II	8/31/2017	29
Irina Lyubkina	Laboratory Technician II	9/30/2017	13
Andrea Maka	Laboratory Technician II	1/31/2017	23
John Malone	Assistant Chief Operating Engineer	4/30/2017	28
Charles Mardoian	Management Analyst III	6/30/2017	28
Gilbert Martinez	Administrative Asst to Commissioner-Sec	12/11/2016	14
Curtis Mason	Maintenance Laborer Class A Shift	7/31/2016	18
David Matlock	Engineering Technician IV	4/30/2017	27
Patrick McDermott	Assistant Master Mechanic	12/31/2016	26
Paul McGrath	Hoisting Engineer	10/13/2016	28
Daniel Montag	Operating Engineer I	7/31/2016	25
Trennis Moore	Maintenance Laborer Class A Shift	4/30/2017	29
Henry Negoda	Machinist	4/30/2017	26
Donald Northfell	Carpenter	4/30/2017	27
Pat O'Donnell	Electrical Mechanic	4/30/2017	28
Thomas Pankiewicz	Pollution Control Technician I	5/31/2017	24
James Papanikolaou	Environmental Specialist	4/30/2017	29
Marvin Peeples	Fireman-Oiler	6/30/2017	29
Dawn Peretti	Electrical Mechanic	5/31/2017	22
Doris Pierce	Administrative Specialist	6/30/2016	20
Robert Polis	Supervising Environmental Chemist	5/31/2016	29

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
Retirement List from May 1, 2016 through October 20, 2017

Page 3 Continued

Name	Title	Retirement Date	Years of Service
Dominic Polito	Operating Engineer I	4/30/2017	29
Dawn Powell	Administrative Specialist	5/31/2016	31
James Quinn	Hoisting Engineer Foreman	4/30/2017	29
Antonio Quintanilla	Assistant Director of M & O	5/31/2016	28
Deborah Robinson	Maintenance Laborer Class A	4/30/2017	19
Xavier Rodriguez	Architectural Ironworker	8/31/2017	12
Arturo Romero	Operating Engineer II	8/31/2016	20
Kenneth Ryan	Maintenance Laborer Class A Shift	6/30/2017	29
Robert Sanders	Fireman-Oiler	8/31/2016	26
Cynthia Santos	Commissioner	12/12/2016	20
George Schipma	Pipefitter	8/31/2016	20
Marina Seidler	Administrative Clerk	4/30/2017	28
Aruna Serbanescu	Senior Civil Engineer	8/31/2017	24
Laura Serbanescu	Associate Civil Engineer	5/31/2016	22
Debbie Sims	Maintenance Laborer Class A	4/30/2017	26
John Siska	Electrical Mechanic	8/31/2016	29
Jean Sivils	Personnel Assistant	5/31/2017	1.5
Patricia Smith	Maintenance Laborer Class A Shift	5/31/2016	28
John Sobczyk	Environmental Specialist	4/30/2017	28
Derrick Stinson	Treatment Plant Operator III	7/31/2016	26
John Tiffin	Treatment Plant operator II	5/31/2017	31
Sylvia Topor	Safety Specialist	4/30/2017	8
Darryl Trotter	Machinist	6/30/2017	27
Gayle Turek	Management Analyst II	9/30/2016	13
Patricia Camille Wagner	Supervising Budget & Management Analyst	5/31/2017	27
Robert Wahlin	Senior Civil Engineer	4/30/2017	29
Keena Wallace	Administrative Assistant	4/30/2017	26
Larry Waters	Carpenter	4/30/2017	28
Jeffry Weber	Managing Mechanical Engineer	7/31/2017	28
Glenn Weibust	Electrical Instrument & Testing Mechanic	5/31/2017	28
Franklin Wysocki	Powerhouse Dispatcher	5/31/2016	11
Kim Yamanaka	Treatment Plant Operator II	4/30/2017	27
Phillip Zigulich	Operating Engineer I	4/30/2017	13

Total 116