

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

***AGREEMENT WITH***

***SEIU LOCAL 1, FIREMEN AND OILERS  
DIVISION***

***JULY 1, 2014 – JUNE 30, 2017***

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METROPOLITAN WATER RECLAMATION DISTRICT

OF GREATER CHICAGO

AGREEMENT WITH

SEIU LOCAL 1,

FIREMEN AND OILERS DIVISION

THIS AGREEMENT which includes attached Schedules A, B, C, D, and E, and Appendices I, II, III, and IV hereinafter referred to as the Agreement, is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the DISTRICT, and the SEIU Local 1, Firemen and Oilers Division, hereinafter referred to as the UNION, who now agree as follows: that both of the parties to this Agreement are desirous of continuing an amicable understanding with respect to the employer-employee relationship which exists between the parties and to enter into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and the parties further agree that the attached Schedules A, B, C, D, and E, and Appendices I, II, III, and IV shall be incorporated into this Agreement.

SECTION 1. RECOGNITION

- A. The District recognizes the Union as the sole and exclusive bargaining agent for wages, hours and other conditions of employment, for all full-time employees in the Fireman-Oiler, Laborer Foreman, Principal Storekeeper, Turbine Laborer, Building Laborer, Boiler Setter Laborer, Maintenance Laborer A Shift, Maintenance Laborer A, Maintenance Laborer B, Material Handler Laborer, Storekeeper, Pollution Control Technician I, Pollution Control Technician II, Watchman and Patrol Boat Operator classes. The District also recognizes the Union as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment for full-time employees in the Police Officer classification and also recognizes employees within this classification as members of the District's police force in accordance with 70 ILCS 2605/50 of the District's enabling legislation. Employees who have no permanent Civil Service status shall have no recourse to the grievance and arbitration procedure in the event of discharge.
- B. The District agrees that the duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement.

## SECTION 2. MANAGEMENT RIGHTS

### A. MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules and regulations governing conduct and safety and the right to determine the methods, processes and means of operations, are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in the Union. The Union recognizes that the nature of the District's operations requires some degree of flexibility in making work assignments to its employees so that it can meet emergencies. The Union also recognizes that based on the Department of Homeland Security's designation of Water Treatment Facilities as "Critical Infrastructure," should the Department of Homeland Security raise the Terror-Alert Status to the highest level, the District has the flexibility to alter start times, work locations and work schedules for Police Officers in order to protect District facilities and personnel. (Schedule is located in Appendix III.)

### B. OVERTIME

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

### C. CONTRACTING AND SUBCONTRACTING

The right of contracting or subcontracting is vested in the District.

### D. LIMITATIONS UPON UNION ACTIVITY

Non-employee Union representatives will be granted access to District premises only for the purpose of representing the interests of a Union member. The representative shall obtain prior approval from the head of the facility for such access. The Union designated Plant Steward will be authorized to handle Union problems on District time. The Union will inform the District of the names of the designated stewards.

## SECTION 3. DUES CHECK-OFF AND FAIR SHARE

- A. The District, upon receipt of a proper authorization card, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Vice President of the Union, and shall remit such deductions on a monthly basis to the Vice President of the Union.

The Union shall indemnify, defend, and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employee's earnings a monthly amount as certified by the Vice President of the Union and shall remit such deductions to the Vice President of the Union at the same time that the dues check off is remitted. The Union's procedure for establishing, explaining and challenging this fee, including notice to the employees and the District, shall meet all constitutional and other legal requirements. It is understood that the amount of deduction from non-member bargaining unit employee's earnings will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours, and conditions of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with the Union's obligations to meet the constitutional and other legal requirements stated in the first paragraph of Section 3, Paragraph B.

- C. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of nonassociation of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.
- D. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to SEIU Local 1 shall be done electronically. SEIU Local 1 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to SEIU Local 1. SEIU Local 1 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.
- E. Effective January 1, 2015, the Employer agrees to deduct and transmit to SEIU Local 1, on a monthly basis, contributions to the SEIU COPE deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee. The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions.

#### SECTION 4. WAGES

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

#### SECTION 5. WORK WEEK

The normal work week shall consist of five consecutive days of eight hours each beginning on Monday and ending on Friday. For shift positions requiring seven-day continuous operation, the work week will be as described in the Steady Shift schedule with rotating days off in Appendix I of this Agreement. The seven-day period for shift employees shall commence at 10:30 p.m. each Sunday evening and end at 10:29 p.m. each Sunday evening. The seven-day period for Industrial Waste, Environmental Monitoring and Research, and Security employees shall commence at 12:01 a.m. each Monday morning and end at 12:00 midnight each Sunday evening. The seven-day period for non-shift employees shall commence at 12:01 a.m. each Monday morning and end at 12:00 midnight each Sunday evening.

Shift employees unable to report for work must speak to the shift supervisor or the shift supervisor's designee on duty to report their inability to report for work not less than one (1) hour before starting time, except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must speak to their immediate supervisor or the shift supervisor's designee not later than one-half hour after starting time of their inability to report for work. Notice left by voice mail or speaking with an unauthorized employee will not be considered an acceptable means of notification of an employee's inability to report for work.

The District and the Union recognize that historically there have been some exceptions to the hours of work specified in this section. For the term of this Agreement, such historical exceptions shall continue. Any other variations of the hours of work specified in the Agreement must be mutually agreed upon by the District and the Union.

- A. All employees required to work on continuous seven (7) day service shift shall make their reliefs at 6:30 a.m., 2:30 p.m. and 10:30 p.m., unless otherwise stated in this Agreement.
- B. In those shift positions in which continuous seven (7) day service is required, Saturdays and Sundays shall be considered regular working days. For shift employees assigned to the Railroad Crew, Saturdays and Sundays will be considered regular work days in such scheduled weeks that Saturday and Sunday are part of their five-day schedule. However, shift employees assigned to the Railroad Crew will not have Sunday as part of their five-day schedule more frequently than every third week.
- C. Non-shift employees will have a normal workday which begins at 7:00 a.m. and ends at 3:30 p.m., unless otherwise stated in this Agreement. Non-shift employees will be



permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m., unless work conditions dictate otherwise. Employees not assigned to shift work at the plants whose jobs require that they work under unusually dirty conditions will be permitted at their supervisor's discretion to leave their assignments at 11:45 a.m. to wash-up for lunch. All non-shift employees may be subject to shift work providing shift work is normally utilized within such classification and further provided that such assignment is given to the least senior employee in the classification at that location.

- D. For employees working on shift, no mealtime will be allowed as part of the eight (8) hour shift, but lunch may be eaten at their work stations when and if conditions permit.
- E. All employees shall report to their work stations in working clothes. Any employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.
- F. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.
- G. No shift employee is subject to work more than two (2) shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen (16) hours.

Shift positions may be left unmanned if the designated employee is absent. It will be the responsibility of operations management to determine whether the position may be left unmanned based on operational needs which the circumstances at the time alone can determine.

When a position is left unmanned the District will not assign any duties of the position which have been traditionally and historically assigned to employees of the bargaining unit to non-bargaining unit employees.

- H. Industrial Waste and Environmental Monitoring and Research employees will be assigned to one of the following schedules:
  - 1. All Pollution Control Technicians and Patrol Boat Operators will be assigned to regular days which will work from 7:00 a.m. to 3:30 p.m.
  - 2. The Pollution Control Technician assigned to the responsibilities of Midnight Transporter will work from 11:30 p.m. to 8:00 a.m. Effective January 1, 2010, the Pollution Control Technician assigned to the responsibilities of Midnight Transporter shall be assigned the work hours of 3:00 p.m. to 11:30 p.m. The Midnight Transporter shall then be called Afternoon Transporter.
  - 3. Pollution Control Technicians assigned to Industrial Waste and Environmental Monitoring and Research may work from 7:00 a.m. to 3:00 p.m. when performing the following duties, with supervisory approval:

- a. TARP well activities using generators
  - b. bridge runs
  - c. working on the boat when it is actively involved in waterway activities
- 4. With supervisory approval, Patrol Boat Operators may work from 7:00 a.m. to 3:00 p.m. when actively involved in waterway or other activities which prevent them from taking lunch.
- I. Industrial Waste and Environmental Monitoring and Research employees working as a "team" must take their lunch period at the same time.
- J. Employees in the Police Officer and Watchman classes will work on a seven-day, non-rotating shift basis, and make their reliefs at 8:00 a.m., 4:00 p.m., and 12:00 a.m. Police Officers that are assigned to the Egan and Kirie Water Reclamation Plants will start their shifts at 6:00 a.m. instead of 8:00 a.m. and work until 4:00 p.m. at Kirie and 4:30 p.m. at Egan. Effective January 1, 2009, two shifts will exist at Egan with one shift starting at 6:00 a.m. and ending at 2:00 p.m., and another shift starting at 8:30 a.m. and ending at 4:30 p.m., Monday through Friday. Two shifts will exist at Kirie with one shift starting at 6:00 a.m. and ending at 2:00 p.m. and the other shift starting at 8:00 a.m. and ending 4:00 p.m., Monday through Friday.
- K. As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

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

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

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

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

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

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

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

## SECTION 6. OVERTIME

- A. All hours worked over 40 in a continuous seven-day period as specified in Section 5 of this Agreement will be compensated at 1-1/2 times the hourly rate in effect for each classification.

All hours worked in excess of eight hours per day shall be compensated at 1-1/2 times the hourly rate in effect for each classification.

Time off with pay, i.e., sick allowance, personal leave, vacation or holiday earned credit shall be considered time worked for the purpose of computing overtime unless stated otherwise in this Agreement.

If a shift employee is scheduled to work a shift schedule with six days in a work week, overtime compensation for the sixth day will be paid providing the employee has worked the other five scheduled days within that particular work week. Time off with pay, i.e., sick allowance, vacation, or holiday used will not count as hours worked in determining eligibility for overtime compensation during scheduled six-day weeks.

If an employee is required to work a double shift, he/she shall be compensated at 1-1/2 times the rate in effect for the second shift worked.

If an employee is called into work on a scheduled day off, he/she shall be compensated at 1-1/2 times the rate in effect for hours worked on that particular day.

- B. No overtime will be allowed for travel time that is an extension of a regular working day continuing after quitting time. Overtime will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. For employees working such unscheduled overtime, reasonable travel time will be compensated at the rate of one and one-half times the hourly rate for each hour traveled.
- C. If an employee is called to report for work at an unscheduled time requiring an extra trip, he/she shall be compensated at the rate of 1-1/2 times the hourly rate for each hour

worked with a minimum of two (2) hours. Reasonable travel time will be compensated at the rate of 1-1/2 times the hourly rate for each hour traveled.

An employee called at home and directed to work overtime will be considered working unscheduled overtime. All other overtime will be considered scheduled overtime.

- D. Overtime is to be distributed equally among the employees within each section so far as is practical. A listing of current overtime totals used to determine overtime distribution will be provided to employees upon request.
- E. An employee working a double shift on a shift assignment will be allowed to leave the plant grounds for supper (not to exceed one [1] hour), with the permission of the immediate supervisor, provided that in doing so, he/she does not disrupt the work schedule. Time spent for supper on the second of the two shifts worked will be considered time worked. Time spent for supper on the second of the two shifts worked may not be taken in the last hour of that shift. The employee must be present to make their relief with the employee coming on duty.
- F. Non-shift employees who work overtime as an extension of their workday may leave the plant for supper with the permission of their immediate supervisor. Time spent for supper shall not be credited as time worked, and shall not exceed one (1) hour.
- G. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted provided the approval of the supervisor in charge is received in advance.
- H. Shift employees who actually work on holidays shall receive one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight (8) hours "holiday earned." All "holiday earned" time in excess of 100 hours must be used before the end of the next quarter. Any employee whose "holiday earned" balance is greater than 100 hours on July 1, 1985, may maintain that balance; however, any additional "holiday earned" time must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor, with every reasonable effort being made to allow the employee to have the day of his or her request. An employee who fails to request required "holiday earned" time off by the end of the next quarter will be assigned a date upon which to take such time off.

Employees working in an acting capacity on a holiday will receive acting pay for the holiday and additionally shall receive acting pay for the holiday earned.

- I. When an employee works a double shift on a scheduled holiday, such employee shall be compensated for his/her own shift and at 1-1/2 times the hourly rate for the second shift plus eight hours "holiday earned" time.

- J. A shift employee who does not report for his/her regular shift on a scheduled holiday shall be coded, "Absent, No Pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "Holiday," providing he/she is able to substantiate upon return to work that he/she was, in fact, sick.
- K. In the event of a "short change over" (less than sixteen [16] hours between working shifts), "overtime" compensation will be paid at 1-1/2 times the hourly rate. When a day employee is assigned to shift work on the following day shift, such assignment will not be considered a "short change over." When an employee is assigned to work a "double shift", such assignment will not result in a "short change over."
- L. In the case where an employee is requested to report to the Main Office on his/her relief day, he/she shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate for every one hour spent on District business.
- M. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.
- N. Employees who work overtime will have the option of substituting two (2) hours of compensatory time for the one and one half (1-1/2) times the hourly rate as overtime compensation if approved by the supervisor. The option will be made on the day the work is performed, and so coded on the daily time sheet. No change will be allowed following coding by the supervisor.

Compensatory time off shall be scheduled with the approval of the supervisor. The supervisor will make every effort to accommodate such request. Compensatory time must be taken off before the end of the calendar quarter following the quarter in which the compensatory time was earned. Where necessary, a supervisor may schedule an employee to be off on compensatory time in order to meet this requirement. The maximum accrual for compensatory time is 240 hours.

The option of choosing compensatory time will not apply to premium time described in Section 6H or to overtime that is a part of the regular shift schedule.

- O. If an employee is scheduled for overtime and required to meet with the Law Department on the employee's regular day off or outside the employee's normal working hours, such employee will be compensated at the rate of 1-1/2 times the hourly rate, or holiday pay as defined in this Section if such meeting(s) is scheduled on a holiday (excluding optional holidays) as defined in Schedule A, Paragraph 4, Holidays, for each hour traveled and time spent meeting with the Law Department.
- P. During the term of this agreement, the District and the Union agree to discuss issues regarding procedures and past practices as they relate to paragraph D of this section using a Labor-Management Committee. The purpose of the Committee, therefore, is to discuss issues concerning the distribution of overtime and attempt to resolve these issues.

The Committee shall consist of staff from the District's Labor and Employee Relations Section, appropriate staff from applicable District departments and representatives from the Union.

The use of the Labor-Management Committee does not interfere with an employee's right to file a grievance in accordance with Section 19 of this Agreement and does not diminish in any way the rights of the District as stated elsewhere in the Agreement regarding overtime.

#### SECTION 7. HOLIDAYS

Paid Holidays will be granted in accordance with the provisions of Schedule A of the Agreement.

#### SECTION 8. VACATIONS

Paid vacations will be granted in accordance with the provisions of Schedule A of the Agreement.

- A. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th in accordance with the guidelines in Section 8K. In order to provide for this program, vacation schedules for each Department shall be developed before January 31st of the vacation year.

Seniority as defined in Section 15 shall be used to determine vacation picks.

Vacations will be scheduled within each department group. All employees will be required to use their vacation time as scheduled.

Changes from the scheduled vacation time are subject to the approval of the Department Head.

- B. Accrued vacation must be used unless an employee is directed or allowed otherwise by his/her immediate supervisor. In such cases vacation credit may be carried over to the following year with Department approval.
- C. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.
- D. When an authorized holiday falls within an employee's vacation period, he/she shall be compensated in time for this day at a later date, with the approval of the immediate supervisor.
- E. Normally vacation time should be taken in periods of one (1) week (5 working days), at a minimum.

- F. New employees will accrue one day of vacation in each of the first ten (10) months of employment. A new employee may use half of the above vacation time (5 working days) after six (6) months of District service, providing such employee receives the approval of his/her supervisor.
- G. Any employee who has rendered service as an employee to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

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

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

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

- J. Any member of this unit who has served as a temporary employee in the classification of Relief Worker, shall be credited with that service for computation of vacation benefits to a maximum of 119 days credit, provided he/she meets the requirements of Paragraph F of this section, and provided that the temporary service is continuous with his/her appointment as a provisional or probationary employee.
- K. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks

between March 1 and September 30) rounding upwards as required. One-third rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as defined above), shall be allowed vacation during the months of January and December. Those departments that schedule their vacations in accordance with the provisions of Paragraph A of this Section and in accordance with the current practice at the time of execution of this Agreement may continue to use that practice to schedule vacations.

#### SECTION 9. JURY DUTY

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

#### SECTION 10. BEREAVEMENT PAY

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

#### SECTION 11. PERSONAL LEAVE

Employees will, at their request, be granted a maximum of three days for personal leave in any calendar year as long as they have accumulated sick leave at least in the amount of the personal leave time requested. Personal leave normally must be used in units of not less than one day. However, with the approval of their supervisor, employees will be permitted to take personal leave in less than one-day units. Personal leave days shall not be accumulated from one calendar year to the next. Whenever possible, such leave shall be scheduled with the prior approval of the employee's supervisor, except that prior approval must be obtained for personal leave on a holiday, the workday preceding a holiday, vacation, compensatory time, or holiday used day, and/or the workday following a holiday, vacation, compensatory time, or holiday used day. While such leave shall not be considered sick leave, it will be charged against the employee's accumulated sick leave. However, if an employee can adequately document for supervisory approval an emergency on one of the days listed above, personal leave will be allowed.



Shift employees unable to report for work and requesting to use personal leave must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employee's control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.

## SECTION 12. SICK LEAVE

Paid Sick Leave will be granted in accordance with the provisions of Schedule A of this Agreement.

- A. Sick leave will continue to accumulate during the period that an employee is off due to sickness.
- B. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

Sick leave will not accumulate when an employee has a no-pay status for at least one full work day during a biweekly pay period. No-pay status codes are absent-without-leave (AWOL), Ordinary Disability Applied For, Ordinary Disability, Leave of Absence, Suspension, FMLA Absence-No Pay.

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

- C. If an employee has been absent due to sickness, the immediate supervisor may require a Doctor's Certificate to verify the illness only in the following circumstances:
  - Employees who exceed four occurrences of Sick Leave use without a Physician's verification in a six-month period will be required to provide a physician's verification of illness for any subsequent uses of Sick Leave during the remainder of such six-month period. An occurrence will be defined as any continuous use of Sick Leave, whether it be less than one day, one day, or more than one day, but will not include Personal Leave. Employees who exceed four occurrences without a Physician's verification in such six-month period will be provided written notice of the requirement to verify illness. If an employee fails to provide verification upon his/her return to work, the absence will be considered unexcused. Any unexcused absence will result in the employee being docked for the time absent and may subject an employee to disciplinary action.
  - The six-month period shall begin on January 1 and July 1 of any given year.
  - Employees who use Sick Leave for three or more consecutive days will be required to verify the illness by providing a physician's certificate obtained on or before the third day of such illness, and all sick days during such occurrence in excess of three days shall be verified by at least one physician's certificate for the

days of illness exceeding three days, unless such days of illness were verified on a physician's certificate which was obtained on or before the third day of such illness.

- Employees whose requests for vacation, holiday, or other discretionary paid time off have been denied, will be required to verify the use of Sick Leave for those same days by providing a physician's certificate.
- Employees who use Sick Leave the workday before or after a scheduled vacation will be required to verify their illness by providing a physician's certificate.
- Employees who leave work due to illness on the day they are reassigned job duties may be required to verify the illness by providing a physician's certificate.
- The requirement to verify illness for Sick Leave use will not be construed as disciplinary action.
- A physician's certificate shall be defined as one on an original physician's or health care facility's note form or stationery, which includes an original physician's or health care professional's signature, and shall also include the physician's or health care professional's printed name, the patient's name, the date of visit, the period of illness, and the date the employee is able to return to work. The District will not contact an employee's physician to question the physician's certificate. It is the employee's responsibility to provide an acceptable physician's certificate. In the case where the physician's certificate does not meet the requirements defined above, the employee will be given a reasonable amount of time to provide an acceptable physician's certificate. Failure to provide such acceptable verification will result in the absence being unexcused.
- A shift employee who does not report for his/her regular shift on a scheduled holiday shall be coded, "Absent, No Pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "Holiday," providing he/she is able to substantiate upon return to work that he/she was, in fact, sick.
- An employee will be considered to be abusing sick leave if the employee uses four or more unverified occurrences of sick leave without a physician's verification in any two consecutive six-month periods as defined in the subparagraphs above. Employees who use four or more unverified occurrences of sick leave without physician verification in any two consecutive six-month periods will be provided with written notice that they are considered to be abusing sick leave after the fourth unverified occurrence in the second consecutive six-month period. Employees who have been notified that they are considered to be abusing sick leave will be required to provide physician verification for all future sick leave usage. Such employees who fail to provide physician verification for any future sick leave absence will result in the absence being considered

unexcused and will result in the employee being docked for the time absent and will subject the employee to disciplinary action. For employees considered to be abusing sick leave as defined above, physician verification for any sick leave use will be required until the employee has demonstrated two consecutive six-month periods without any unverified sick leave usage.

- D. Employees abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

E. ANNUAL SICK LEAVE PAYOUT

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

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

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

SICK LEAVE PAYOUT AT SEPARATION

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

When an employee with a District start date of November 2, 1994 through December 31, 2011 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance for either the amount of sick leave accumulated through December 31, 2011, or the amount of sick leave the employee has at the time of separation, whichever is lesser, but in no instance shall the amount of accumulated sick leave eligible for payout be greater than 120 days. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation to a maximum of 60 days' pay.

For employees with a District start date of January 1, 2012 or later, upon separation for reasons other than discharge, the employee will receive a payment for fifty percent (50%)

of his or her accumulated sick leave balance at the time of separation to a maximum of 15 days' pay. The payout amount shall be calculated at the rate of pay the employee was receiving at the time of separation.

- F. Shift employees unable to report for work because of sickness must speak to the shift supervisor or the shift supervisor's designee on duty to report their inability to report for work, not less than one (1) hour before starting time except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must speak to their immediate supervisor or the shift supervisor's designee not later than one-half hour after starting time of their inability to report. Notice left by voice mail or speaking with an unauthorized employee will not be considered an acceptable means of notification of an employee's inability to report for work.
- G. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Administrative Procedure in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

### SECTION 13. TERMINATION PAY

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

One day's pay for each of the first five years of service

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

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

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

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

One day's pay for each of the first five years of service

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

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

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

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

#### SECTION 14. TRANSFERS IN SAME CLASS

These procedures will apply to all transfers, intradepartmental and interdepartmental, including transfers from shift work to day work and from day work to shift work and from one shift to another shift.

- A. An employee desiring a transfer shall submit to their immediate supervisor a copy of the "Employee's Request for Transfer" form. Requests can be made to a specific section and for a specific shift or non-shift position within a section as appropriate, but cannot be made for specific work units or work assignments within a budgetary section, either shift or non-shift. Transfer requests to Section 639 – Channel Maintenance Unit, and Section 679 – Collection System Unit, must be made for a specific work location: Stickney, Calumet, or O'Brien. Police Officers' transfer requests can be made for a specific shift and the following work locations: Stickney, Calumet, O'Brien, Kirie (Monday through Friday 6:00 am to 2:00 pm and 8:00 am to 4:00 pm), Egan (Monday through Friday 6:00 am to 2:00 pm and 8:30 am to 4:30 pm), Main Office Building (lobby desk on days, afternoons or midnights, on Monday through Friday and garage on days, on Monday through Friday) and McMillan Pavilion (lobby desk on days, on Monday through Friday.) (Stickney, Calumet, O'Brien and the Main Office Building Complex have separate section numbers. For Kirie and Egan, use the section number for the North Service Area and specify the location as Kirie and/or Egan.) The supervisor will date and initial the transfer request form upon receipt and provide a copy to the employee.
- B. The request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.
- C. Whenever a vacancy occurs, an attempt will be made to fill such vacancy by transfer at the request of a present employee. Except as herein provided, all such transfers will be made in accordance with seniority, unless, the employee has a signed Stipulation of Facts and Admission of Charges for that employee's discharge before the Civil Service Board,

and the Civil Service Board has entered an Order to return that employee to work (the employee is on "Stipulation").

- D. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined.
- E. A probationary employee may submit a request for transfer, but shall not normally be considered for actual transfer until after final completion of the probationary period.
- F. A provisional employee may submit a request for transfer within his/her budgetary section only, but shall not normally be considered for transfer until similar requests from permanent and probationary Civil Service employees have been satisfied.
- G. Unless otherwise stated in this section, any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- H. The Human Resources Department will establish suitable rosters of all requests for transfer within, into, and out of, the department. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.
- I. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until the request is satisfied, or the employee submits a written authorization to withdraw the requests. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is reviewed and entered, and 5.) a copy of the form(s) indicating that the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee shall ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is on file.

A written authorization to withdraw a transfer request must be submitted on the Transfer Request Withdrawal Form, and received and processed by the Human Resources Department prior to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

As soon as practical upon execution of this Agreement, employees will enter a request for transfer or a request to withdraw a transfer through an official electronic format. A request for transfer or a request to withdraw a transfer are deemed to be valid only after

1.) the form for such request(s) has been entered into an official electronic format, and 2.) the request(s) is reviewed and approved by the Human Resources Department and notification of the request is sent to the employee and supervisor. If the employee has not received notification within ten (10) working days of submitting the request, the employee shall ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is on file.

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

- J. Effective July 1, 1998, there will be no transfer waivers. The most senior employee with a valid transfer request will be transferred.
- K. Unless otherwise stated in this section, any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer.
- L. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "(AC)" where the employee's job duties are no longer required will occur. If an employee returned to work from ordinary disability or a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the employee in the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2" or "(AC)". For Police Officers, work locations will be the equivalent of budgetary sections, for this purpose. The work locations for Police Officers are Stickney, O'Brien, Calumet, Kirie, Egan and Main Office Building (lobby desk on days, afternoons or midnights, on Monday through Friday and garage on days, on Monday through Friday) and McMillan Pavilion (lobby desk on days, on Monday through Friday).

There will be no involuntary transfers into Section 636 – Boat Operations Unit, Section 639 – Channel Maintenance Unit, and Section 679 – Collection System Unit.

No voluntary transfer requests will be effected into sections that have budgetary designations of "#1," "#2," or "(AC)" until such time as all of the "#1," "#2," or "(AC)" designated positions have been dropped in that section. In sections that have positions that have budgetary designations of "#1," "#2," or "(AC)" if an involuntary transfer, or vacancy created by another personnel action (eg. voluntary transfer, promotion, retirement, etc.) does not result in a position with a budgetary designation of "#1," "#2," or "(AC)" being vacant so that it can be dropped, the most senior employee in the same section, on the same shift, in a position control number (PCN) with a budgetary

designation "#1," "#2," or "(AC)" will be moved to the vacant position with no budgetary designation of "#1," "#2," or "(AC)" so that a position with a budgetary designation of "#1," "#2," or "(AC)" can be dropped when that position is vacated. The move of the most senior employee in the same section, on the same shift, in a PCN with the budgetary designation "#1," "#2," or "(AC)" will be made irrespective of any requests on file for a voluntary transfer to that section and shift. If there are no positions with the "#1," "#2," or "(AC)" designation on the same shift as where the vacancy exists, then volunteers will be sought by seniority to fill the vacancy from among all employees in the section that contains the "#1," "#2," or "(AC)" designations. If there are no volunteers among the employees in the section where the vacancy exists, then the least senior employee in the section that contains the "#1," "#2," or "(AC)" designations will be transferred into the vacancy. If this involuntary transfer or if a voluntary transfer does not result in a position with a budgetary designation of "#1," "#2," or "(AC)" being vacant so that it can be dropped, then the process will be repeated by first attempting to move the most senior employee in the same section, on the same shift, in a position control number (PCN) with a budgetary designation "#1," "#2," or "(AC)" to the vacant position with no budgetary designation of "#1," "#2," or "(AC)". If there are no positions with the "#1," "#2," or "(AC)" designation on the same shift as where the vacancy exists, then volunteers will be sought by seniority to fill the vacancy from among all employees in the section that contains the "#1," "#2," or "(AC)" designations. If there are no volunteers among the employees in the section where the vacancy exists, then the least senior employee in the section that contains the "#1," "#2," or "(AC)" designations will be transferred into the vacancy. This process will continue within the section until a position with a budgetary designation of "#1," "#2," or "(AC)" is vacant so that it can be dropped.

During the term of this agreement, the District and the Union agree to discuss issues regarding the above stated procedure using a Labor-Management Committee to attempt to resolve such issues. The use of the Labor-Management Committee does not interfere with an employee's right to file a grievance in accordance with Section 19 of this Agreement.

- M. Employees who are transferred to a position not formally requested when they are subject to involuntary transfer because of positions designated #1, #2, or (AC) in their budgetary sections, will be considered involuntarily transferred, and will not be subject to the 30 day or six month waiting provisions for the purpose of any transfer.
- N. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability for three (3) months or Duty Disability for five (5) months.

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



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

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

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

In these instances, the District will notify SEIU Local 1 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

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

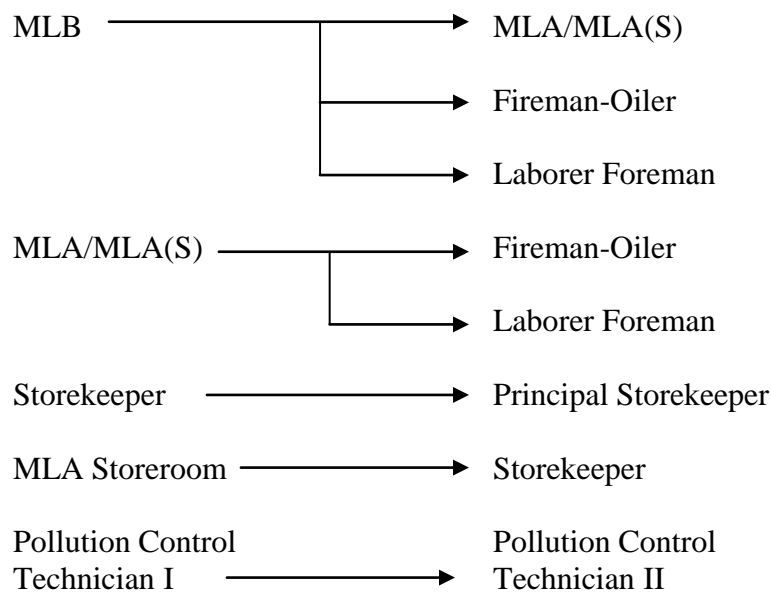
Employees who are involuntarily transferred in accordance with the above language and who were not a party to the allegations, investigation or subsequent discipline based on the incident, which resulted in their involuntary transfer, may submit a transfer request immediately to return to the location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

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

#### SECTION 15. SENIORITY

Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. Seniority shall continue while an employee is on leave of absence on account of sickness or injury which is compensable under the Occupational Diseases Act or the Workmen's Compensation Act. An employee returning to service from Ordinary Disability, layoff, or Duty Disability not compensated under the above stated statutes shall retain seniority credit for all prior service in the class.

- A. When one or more but less than all the employees occupying the positions in a single class are to be laid off, such employees shall be laid off in the order of lowest seniority.
- B. For promotions on a provisional basis or for acting assignments, employees in the subordinate class shall be considered in order of classification seniority from among those in the same budgetary section and work unit, provided the employees are willing, qualified, and have an acceptable work record for the higher level position. An acceptable work record is defined as not having received an oral warning in the last six months; not having received a written warning or suspension within the last year; not having a current annual performance rating of "Improvement Required"; or not working under a stipulation agreement. Promotions from MLA(S) to Shift Fireman-Oiler shall be made on the basis of seniority from among all shift MLA(S) personnel within the same shift and section. Provisional promotions or acting assignments as listed below, shall be made on the basis of seniority from the same budgetary section and work unit, when the duties are required to be performed, provided that the senior employee in the District's judgment is willing, qualified, and able to perform the duties of the higher level position.



It is further understood that when the District wishes to fill a permanent vacancy for MLA or MLA(S) which occurs after all transfer requests have been satisfied in accordance with Section 14 of this agreement, such vacancy will be filled by seniority from a District-wide pool of MLB's without regard to shift or section providing such MLB has requested such promotion in writing, and further provided that the employees are willing, qualified, and have an acceptable work record as defined above. These provisions shall not apply where vacancies are filled by Civil Service examination. Employees in the MLB classification who fail probation as an MLA or MLAS will not be considered for a subsequent promotion to MLA or MLAS for a period of six months provided the employee has had no written warning notice(s) issued from the time of reinstatement as a MLB within that six month period. If the employee receives any suspension within the six month period following reinstatement as a MLB, the employee must wait for a period of one year from the time he/she is reinstated from suspension to be considered for promotion, provided the employee has an acceptable work record as defined above.

- C. If an employee is temporarily assigned to perform the work of a higher rate classification for a period of not less than one hour, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel.

#### SECTION 16. TEMPORARY REASSIGNMENTS

For employees working in the Maintenance and Operations, Procurement and Materials Management or Monitoring and Research Departments, employees may be temporarily reassigned to other budgetary sections within the same department they are assigned to or to other work units within the same budgetary section the employee is assigned to based on the operational needs of the department. For the purpose of making temporary reassignments, volunteers will be sought by seniority from among the employees in the classification and from the same budgetary section and work unit where it has been determined that the employee will be reassigned from. If the reassignment cannot be made on a voluntary basis, then the reassignment will be made from the least senior employee in the classification, budgetary section and work unit where it has been determined that the reassignment will be made from. Police Officers assigned to the Steady Shift in Appendix II may be temporarily reassigned to other work units (Stickney, O'Brien or Calumet) within the Police Section based on operational needs. For purposes of work units for Police Officers, the Stickney Water Reclamation Plant work unit includes the Main Office Building Complex and the O'Brien Water Reclamation Plant work unit includes the Egan and Kirie Water Reclamation Plants. For the purpose of making temporary reassignments, volunteers will be sought by seniority from among the employees in the classification and from the same budgetary section and work unit where it has been determined that the employee will be reassigned from. If the reassignment cannot be made on a voluntary basis, then the reassignment will be made from the least senior employee in the classification, budgetary section and work unit where it has been determined that the reassignment will be made from.

#### SECTION 17. AUTO AND MEAL ALLOWANCES

- A. Employees authorized to use their private motor vehicles for District business will be compensated at the rate established as District Policy by the Director of Finance/Clerk for all such miles. Travel claims are subject to audit.
- B. Any employee requested by the Plant, Section, or Department Head to report to the Main Office or another District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.
- C. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$8.00 for meal compensation after completing the twelfth consecutive hour of work. Mealtime periods shall not exceed one (1) hour, when and if conditions permit.

#### SECTION 18. INSURANCE

- A. Health Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.
- B. Dental Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.
- C. Life Insurance will be provided to employees in accordance with the provisions of Schedule B of this Agreement.

#### SECTION 19. GRIEVANCE PROCEDURE

Only matters involving the interpretation, application, or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work-related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both.

A grievance relating to all or a substantial number of employees in the bargaining unit or to the Union's own interests or rights under this Agreement may be filed by the Union Vice President or his designee. A grievance concerning bargaining unit members in a single department shall be filed at Step II; a grievance concerning bargaining unit members in more than one department shall be filed at Step III.

Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I

- A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven (7) calendar days of having knowledge of the event which gives rise to the grievance.

In the space provided, the employee will indicate what Section and part of the Agreement is alleged to have been violated and the requested remedy, and submit the form to his/her supervisor.

- B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Union within seven (7) calendar days after receipt of the written complaint.

Step II

- A. If the grievance is not settled at the first (1st) Step, the Union representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven (7) calendar days after the date of receipt by the Union of the decision by the immediate supervisor.
- B. The Department Head or his/her designated representative will notify the employee in writing with a copy to the Union of his/her decision on Employee Problems Form Step II within seven (7) calendar days of receipt of the Step II form.

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II to the Director of Human Resources within seven (7) calendar days of receipt by the Union of the Department Head's decision.
- B. The Union, the Director of Human Resources and the Labor and Employee Relations Staff will meet at least monthly to discuss the pending Step III grievances to determine if there are any grievances that may be resolved or if a Step III meeting needs to be scheduled. At least one date will be scheduled monthly for Step III grievances, except for the three months prior to the expiration of this agreement. The Director of Human Resources or the Director's designee shall reply in writing to the Union with a copy to the employee within seven calendar days of the Step III grievance meeting advising of the Director's determination.
- C. If a grievance is not settled at the third (3rd) Step, either the Union or the District may notify the other in writing within ten (10) days of the receipt

by the Union of the Step III decision, that they request final and binding arbitration.

- D. If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Union shall be considered to have waived the right to pursue the grievance. If a grievance is not appealed to the next Step within the specified time limit, it shall be considered settled on the basis of the Department's last answer. If the immediate supervisor or Department does not answer a grievance or an appeal thereof within the specified time limits, the District will notify the Union in writing that no response was received to enable the Union to continue to pursue the grievance to the next Step, if so choosing, in a timely manner.

Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours. Such employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration meetings.

## SECTION 20. FINAL AND BINDING ARBITRATION

Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application, or enforcement of the provisions of this Agreement, except, however, that the following subjects shall not be submitted nor subject to binding arbitration:

1. The elimination or discontinuance of any job where the tasks being performed on the job are no longer necessary, or where the Board of Commissioners through the budget process eliminates or discontinues jobs.

The specific exceptions noted above are not intended to limit the right of the Union to proceed to final and binding arbitration in disputes affecting the entitlement of employees to existing and establishing wages, hours, and conditions of employment as specifically set forth.

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The District and the Union will notify each other of the three names remaining on each list. The Director of Human Resources will then send a written request to each of the six named Arbitrators and ask him/her to serve on the Roster of Arbitrators. Arbitrators will advise the parties of their fees and

expenses prior to selection and will be expected to charge such fees and expenses. Payment of Arbitrator fees and expenses, including the cost of the transcription service, will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within sixty days of notice that a grievance is ready for arbitration and submit their decision within sixty days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators, or later withdraws, the party which selected the Arbitrator will then select two other Arbitrators from the Roster of Arbitrators' list and the other party shall strike one name and the remaining Arbitrator shall be contacted by the Director of Human Resources to serve on the roster so each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

These Arbitrators will then be listed in alphabetical order on a list retained by both the Director of Human Resources and the Union. As grievances become ready for arbitration, Arbitrators will be contacted in an alphabetical order to obtain an Arbitrator's commitment to arbitrate the respective grievances within the stated time limit.

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days from the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The Arbitrator's authority shall be limited to making a decision on the grievance in question which conforms with the terms of this Agreement. The Arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the District, and the employee.

Upon renewal of the Agreement, each party has the right to remove three Arbitrators from the Roster of Arbitrators and those removed Arbitrators shall be replaced with other Arbitrators selected from the ranks of the National Academy of Arbitrators, in accordance with the procedures given in this Section of the Agreement. Arbitrators will continue to be listed on the Roster of Arbitrators until removed in this manner.

#### SECTION 21. NO STRIKE—NO LOCKOUT

- A. During the term of this Agreement, neither the Union nor its agents or any employee covered by this Agreement for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.
- B. The Union agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Section, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees violating Section 21 A to return to work.

- C. The District may discharge or discipline any employee who violates Section 21 A and any employee who fails to carry out his/her responsibilities under Section 21 B, and the Union will not resort to the Grievance Procedure on such employee's behalf.

D. Union Action in Event of a Strike

Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, the Union, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

1. Advise the District in writing that the strike or stoppage has not been called or sanctioned by the Union. Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown, or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown, or other interference with District operations is authorized.
2. Provide copies of the following notice on Union letterhead to be posted on bulletin boards in the Plant and other District facilities:

"We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage, or slowdown has occurred in the District. Inasmuch as no such strike, slowdown, or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike, slowdown, or stoppage, you are hereby instructed to return to work immediately."

- E. The Union agrees that in the event of an impasse after the expiration date of this Agreement, all employees covered under this Agreement working in the classifications of Police Officer or Watchman will continue to work and provide plant security notwithstanding any action which may be taken by other employees.

During the term of this Agreement or during the period of negotiating, neither the Union nor any person acting in its behalf, will cause, authorize, support, or take part in any strike, slowdown, work stoppage or other interference with the work and statutory functions or obligations of the District for any purpose whatsoever by Police Officers or Watchmen. It is further agreed that the Union will not itself, and will not request any other organization, to place a sanction of any form on the District for any action taken by the District against a Police Officer, or Officers, who may have violated this No Strike provision.

The Union will not support the action of any Police Officer taken in violation of the foregoing paragraph, nor will it directly or indirectly take reprisals of any kind against a Police Officer for continuing or attempting to continue the full, faithful, and proper



performance of his/her contractual duties, or who refuses to participate in any of the activities prohibited by this No Strike provision.

Willful violation of this No Strike provision by any Police Officer or group of Police Officers will constitute just cause for discharge and/or the imposition of discipline or penalties.

The District, in the event of violation of this No Strike provision, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief.

## SECTION 22. SEPARABILITY AND NOTICE

### A. AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved.

### B. NOTICES

All notices required under this Agreement shall be in writing and sent by the Union to the District in triplicate to the following:

1. Executive Director
2. Director of Human Resources
3. Labor Negotiator

Notices sent by the District shall be mailed to the Vice President of SEIU Local 1, Firemen and Oilers Division.

The District will notify the Union within 28 days when any employees are hired or terminated in the classifications covered under this Agreement.

## SECTION 23. AMENDMENTS AND ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the

duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or all past practices, oral or written not otherwise specifically enumerated in the Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.

#### SECTION 24. NON-DISCRIMINATION

Neither the District nor the Union will discriminate against any employee in the Bargaining Unit with regard to wages, hours, or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin in violation of any Federal or Illinois law. Allegations of discrimination shall not be pursued through the grievance procedure but shall be submitted to the appropriate State or Federal agency.

#### SECTION 25. DURATION OF AGREEMENT

A. This Agreement shall become effective on July 1, 2014, and shall continue in full force and effect through June 30, 2017, and from year to year thereafter unless at least 60 days prior to June 30, 2017 or at least 60 days prior to June 30 of any year thereafter notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on July 1 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.

B. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Federal Mediation & Conciliation Service.

Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit the dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

C. The union agrees that if the current Agreement has expired and a successor Agreement has not been agreed upon, and other employees exercise their statutory right to strike, that

the Police Officers and Watchmen will continue to work in accordance with Section 21 E. Likewise in the event of impasse over any issues directly related to wages, hours, or conditions of employment of Police Officers or Watchmen, those issues shall be submitted to an impartial arbitrator, who shall be selected in accordance with the provisions of Section 20 of this Agreement.

1. The arbitrator shall conduct his/her proceeding in accordance with the provisions of Section 14(d) through 14(h) of the Illinois Public Labor Relations Act, excepting that references in the Statute to the Chairman or panel of arbitrators shall be interpreted to mean the single arbitrator. The District and the Union agree to accept the arbitrator's award as final and binding.

THIS AGREEMENT and its Schedules are made in duplicate, and each copy is an original copy.

Executed at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

For the SEIU Local 1, Firemen and Oilers Division

\_\_\_\_\_  
Timothy P. Healy  
Vice President

For the Metropolitan Water Reclamation District of Greater Chicago

\_\_\_\_\_  
Ted J. Kosowski  
Labor Negotiator

Approved as to Form and Legality

\_\_\_\_\_  
Lisa A. Goldberg  
Head Assistant Attorney

\_\_\_\_\_  
Ronald M. Hill  
General Counsel

\_\_\_\_\_  
Jacqueline Torres  
Clerk/Director of Finance

\_\_\_\_\_  
David St. Pierre  
Executive Director

\_\_\_\_\_  
Mariyana T. Spyropoulos, Chairman  
Committee on Finance

\_\_\_\_\_  
Cynthia M. Santos  
Chairman Committee on Labor  
and Industrial Relations

APPROVED:

\_\_\_\_\_  
Kathleen Therese Meany, President  
Board of Commissioners

SCHEDULE A  
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

1. RATES OF PAY

Hourly rates of wages in effect for dates specified:

<u>POSITION CLASSIFICATION</u>	<u>HRLY RATE</u> <u>EFFECTIVE</u> <u>07/01/14</u>	<u>HRLY RATE</u> <u>EFFECTIVE</u> <u>07/01/15</u>	<u>HRLY RATE</u> <u>EFFECTIVE</u> <u>07/01/16</u>
Fireman-Oiler	38.42	39.57	40.76
Turbine Laborer	38.42	39.57	40.76
Laborer Foreman	39.18	40.36	41.57
Principal Storekeeper	39.18	40.36	41.57
Building Laborer	36.94	38.05	39.19
Boiler Setter Laborer	36.94	38.05	39.19
Maintenance Laborer A Shift	36.75	37.85	38.99
Storekeeper	36.75	37.85	38.99
Patrol Boat Operator	39.18	40.36	41.57
Maintenance Laborer A	34.99	36.04	37.12
Police Officer	36.75	37.85	38.99
Material Handler Laborer	32.55	33.53	34.54
Watchman	14.24	14.24	14.24
Pollution Control Technician II	32.74**	33.72**	34.73**
Pollution Control Technician II (Base Rate)	28.82	29.68	30.57
Pollution Control Technician I	29.91**	30.81**	31.73**
Pollution Control Technician I (Base Rate)	26.34	27.13	27.94
Maintenance Laborer B (Base Rate)	24.40*	25.13*	25.88*

\*Maintenance Laborer B's currently above the respective base rate will receive a 3.0% wage increase on July 1, 2014, a 3.0% wage increase on July 1, 2015, and a 3.0% wage increase on July 1, 2016.

\*\*Pollution Control Technician I's and Pollution Control Technician II's (original entrance) hired on or after July 1, 1994, will be paid at the base rate.

2. VACATIONS

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

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

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

Next ten (10) years of service - twenty (20) working days  
After twenty-five (25) years of service - twenty-five (25) working days

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

3. SICK LEAVE

Sick leave credit shall commence after the first month of employment for full-time employees and shall continue to accumulate at the rate of one (1) day for each month of service for the first year and fifteen (15) days per year thereafter. There is no maximum accumulated sick leave balance. No employee will be eligible for sick leave with pay until the first month of his employment is completed.

4. HOLIDAYS

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

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

A holiday is one which is recognized regardless of the day of the week on which it falls. A holiday falling on a Saturday will be observed on the preceding Friday; one which falls on a Sunday will be observed on the following Monday. For shift employees scheduled to work on a holiday, the actual day of the holiday shall be coded as "holiday" for pay purposes. Shift employees who actually work on the holiday shall receive the following as holiday pay: one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited eight (8) hours "holiday earned" for that day. For shift employees, the Martin Luther King Day holiday will be observed on the third Monday in January, the President's Day holiday will be observed on the third Monday in February, the Memorial Day holiday will be observed on the last Monday in May, and the Labor Day holiday will be observed on the first Monday in September.

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

Any day declared by the Board of Commissioners to be a holiday not listed above shall automatically be considered a holiday under this Agreement. Shift employees who actually work on a holiday are entitled to holiday pay as described above.

A shift employee who schedules or calls in to request FMLA on a holiday shall be coded, "FMLA Absence Without Pay" and "Holiday", provided that such employee has been granted and is using FMLA leave in accordance with the Family and Medical Leave Act Administrative Procedure in effect at the time the leave is being requested.

An employee not scheduled to work on a holiday is eligible for holiday pay, in accordance with the Agreement, provided the employee works or has an excused absence on the last regular scheduled workday preceding and first scheduled workday following the holiday. An excused absence is considered time-off-with-pay, but does not include ordinary or duty disability, FMLA absences without pay, or other leaves of absence without pay. Employees reinstated from ordinary or duty disability on the holiday will be eligible for holiday pay.

#### ADDITIONAL HOLIDAY

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

For 2014, the additional holiday options are:

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

For 2015, the additional holiday options are:

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

For 2016, the additional holiday options are:

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

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

Shift employees will receive holiday pay for Christmas and New Year's Day in accordance with the holiday schedule above. Shift employees scheduled to work on the six designated days for that particular year, and who actually work on all six of those days designated are entitled to holiday pay (eight hours Holiday Earned and four hours Overtime Pay Straight Time) for one day only in accordance with past practice. If a shift employee has a regular day off on one or more of the designated days, and works as scheduled on the other designated days, the employee will earn eight hours of Holiday Earned for one day only. This eight hours of Holiday Earned would be received on the date that is given as the last choice of possible additional holidays. If a shift employee has an approved day off (vacation, holiday used, compensatory time, or optional holiday) on any of the designated days, that employee will be coded "Holiday" for a previously scheduled day off. The previously scheduled day off will be rescheduled for another date with the approval of the supervisor. Employees may not receive holiday pay or holiday earned for more than one day.

5. MISCELLANEOUS

- A. Employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m. unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.
- B. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:10 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:10 p.m. No employee will be allowed to sign out before 3:23 p.m.
- C. The District will furnish wearing apparel and safety equipment where work conditions require. The District will furnish uniforms where required.
- D. The District will reimburse employees for safety boots and safety glasses at a rate and method to be determined by the Risk Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$50.00 and the rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$64.00, unless the Risk Manager increases the rate and method above.

Effective January 1, 2015, the rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety



shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

- E. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0, Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

A minimum grade of "C" will be required for reimbursement. For courses taken on a Pass/Fail basis, a "Pass" will be required. Employees that voluntarily separate from District service will be required to repay tuition reimbursement to the District as follows: 100% repayment for reimbursements made to the employee received within one (1) year of leaving District employment, 75% repayment for reimbursements made between one (1) year to two (2) years of leaving District employment and 50% repayment for reimbursement made to the employee received between two (2) and three (3) years of leaving District employment.

Effective January 1, 2013, all employees shall be reimbursed for approved courses, at the rate of 75% of the tuition cost to a maximum reimbursement of \$10,000 per employee per calendar year in which the reimbursements were paid.

Any revisions to the Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees during the term of this Agreement will be included for the purpose of determining tuition reimbursement eligibility.

- F. The MLA-Shift pay rate will be paid to MLA's assigned to the Railroad Crew, the Sewer Maintenance Unit, the Channel Maintenance Crew, and the Boiler Washer Crew. The Channel Maintenance Crew will report to a pumping station or other designated District facility to pick up their tools at the start of the workday. The tools will be returned to that facility at the end of the workday. The Channel Maintenance Crew will receive mileage for carrying tools from the point of picking up their tools at the start of the workday until the tools are returned at the end of the workday. Pollution Control Technicians assigned to work shift will receive the shift differential in effect at the date of execution of this Agreement.
- G. Warning notices will be removed from an employee's personnel record after 12 consecutive months from the issuance of said warning notice upon his/her written request, provided the employee does not receive any other disciplinary action(s) during the 12 months. Such warning notices will be maintained in a sequestered file.

- H. Employees required to work under compressed air (10 p.s.i. or greater) will receive a 10 percent cash bonus for the working time actually spent under these conditions.
- I. Employees spraying chemicals requiring a license from the State of Illinois to spray such chemicals will receive a five percent cash bonus for the working time spent actually spraying those chemicals.
- J. The District will grant military leave in accordance with Illinois State and Federal laws.
- K. The District will advise the Union, in writing, of any positions within the bargaining unit which have been designated #1, #2, or (AC) prior to budget hearings by the Board of Commissioners. The District's notice will indicate the effective date of #1, #2, or (AC) designation and the reason for such designation.
- L. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following will apply:
  - 1. Full Day District Designated Facility Closure
    - a) Non-shift employees who are instructed not to report for work shall receive payroll code 0017 – Employee Benefit for the workday.
    - b) Non-shift employees who are not working due to a prescheduled paid day off will have their time sheet adjusted to reflect payroll code 0017 – Employee Benefit for the workday if work is not available to them due to their work location being closed.
    - c) Non-shift employees who are directed to report to work when their work location is closed shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees will be coded 0017 – Employee Benefit for any regularly scheduled hours not worked during their scheduled workday.
    - d) Shift employees who are scheduled to report to work and who are not able to report to work, or who are already off work on a prescheduled paid day off, will be allowed to use their own discretionary time to cover their absence.
    - e) Shift employees who are scheduled to report to work and report for work shall receive their regular compensation in addition to payroll code 0026 – Holiday Earned for the number of hours worked equal to the paid time off received by non-shift employees in the bargaining unit at their assigned work location, up to a maximum of eight (8) hours holiday earned credit.

- f) Shift employees who are on a regular day off (payroll code 0048) or on a prescheduled paid day off and who are called in and report for work shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees shall also receive payroll code 0026 – Holiday Earned for all hours worked up to a maximum of eight (8) hours holiday earned credit.
- g) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.

## 2. Partial Day District Designated Facility Closure

- a) Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017 – Employee Benefit for the remaining hours of their workday.
- b) Non-shift employees who are off work on a pre-scheduled day off or who are not at work at the time when non-shift employees at their assigned location are released early are not eligible to receive payroll code 0017 – Employee Benefit.
- c) Non-shift employees who are required to work for the remainder of their workday after the District has released other employees for early dismissal at their assigned work location shall be compensated at 1-1/2 times their hourly rate for all hours worked for the remainder of their regular workday.
- d) Shift employees who are directed to remain at work for the remainder of their shift after the District has released non-shift employees at their assigned location shall receive their regular compensation in addition to being credited with the number of Holiday Earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- e) Shift employees working their entire shift on that workday shall be credited with the number of holiday earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- f) Shift employees working a double shift shall not receive more than 8 hours of holiday earned credit.

- M. All employees will be required to participate in the electronic deposit of their payroll check into an account that the employee specifies.
- N. Patrol Boat Operators will be required to drive a District vehicle, when available, to and from a District boat dock or any other location to which they are assigned, to complete their job assignments. When a District vehicle is not available, the

use of a personal auto may be required. Mileage for personal auto use will be reimbursed according to the Finance Department's Handbook of Employee Expense Rules. Reimbursement for mileage will not be approved for travel between work sites within the same District facility.

- O. Police Officers who are certified by the Illinois State Training Board, North East Multi Regional Training or any other organization sanctioned by the Illinois State Training Board to perform duties of a Field Training Officer, Juvenile Officer, Criminal Investigator, Evidence Technician, or completed a Department approved course to perform the duties of Interviewing and Interrogations (i.e., Reid Technique), and who are assigned by the Chief of Police or designee to perform such duties, shall receive a 5% task differential for actual time spent performing these duties.

Police Officers who have been certified to instruct other Police Officers and are assigned the duties of “Instructor” by the Chief of Police or designee shall receive a 5% task differential for actual time spent instructing other Police Officers in the following areas: ASP/Expandable Batons, Firearms, Fire Arm Training Simulator, Emergency Vehicle Operator Course, or Oleoresin Capsicum (Pepper Spray).

The Chief of Police or designee shall have sole discretion in determining whether or not a Police Officer is serving as an “Instructor” or has been assigned the duties listed above.

- P. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.
- Q. Employees shall perform the duties of any assignment within their classification, section and shift/non-shift to meet the workload of that section.
- R. Changes to Performance Ratings. Employees may request to have a union representative present at a meeting where it is being explained to the employee why his/her performance rating was changed by a supervisor above the level of the Rater (immediate supervisor). It is the employee’s responsibility to request the presence of a union representative.
- S. When instructed, Pollution Control Technicians shall be required to take effluent and sedimentary samples and these duties shall remain within the jurisdiction of the Laboratory Technicians.

6. LABOR MANAGEMENT COMMITTEE ON THE RETURN TO WORK PROGRAM

The District and the unions representing District employees shall establish a “Labor Management Committee on the Return to Work Program.” The Committee shall consist of staff from the District’s Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor and enhance the performance of the District’s current Return to Work Program which includes:

- Computer based educational coursework and other educational training activities,
- Modified duty tasks within the employee’s traditional or historical union jurisdiction.

The Committee will also discuss ways to improve the program on an ongoing basis, including but not limited to such items as:

- Developing accident prevention strategies,
- Identifying work assignments outside traditional jurisdictions,
- Identifying appropriate training and safety awareness programs, and
- Other issues that may arise during the implementation and administration of this program.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Committee to identify specific training opportunities and other solutions to improve the program.

The Committee is advisory only. It is intended to promote collaboration and discussion over the effectiveness of the Return to Work Program. It in no way diminishes the rights contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the program.

7. LABOR MANAGEMENT COMMITTEE ON POLICE OFFICER 12-HOUR SCHEDULE

The Metropolitan Water Reclamation District of Greater Chicago (District) and SEIU Local 1 (Union), have agreed to establish a Labor Management Committee (Committee) to

discuss the feasibility of developing and implementing a 12-hour work schedule for the Police Officers only. The Committee shall consist of the District's Labor Negotiator, staff from the Employee Relations Section, the Chief of Police and other management staff from the Police Unit and any other District representatives designated by the District's Labor Negotiator. The Union shall have a maximum of six (6) District Police Officers on the Committee, comprised of representation from different shifts and work locations. Union members on the Committee shall be relieved of their duties to attend the meetings. Union members attending the meetings shall only be compensated if the meeting occurs during their normal work schedule, excluding overtime. The Union shall notify the District two weeks in advance of each committee meeting as to which Union members have been selected to attend the meeting.

The District shall collect Police Officers' attendance and staffing data for the period of July 1, 2014 through June 30, 2015. The attendance data shall be converted from the current eight (8) hour schedule to the proposed 12-hour schedule. Commencing in December of 2014, the Committee shall meet to begin reviewing and discussing the data. The Committee shall continue to meet on a quarterly basis to discuss the data and any changes required to the current Agreement in order to implement a proposed 12-hour schedule. It is understood that any recommended modification to the Agreement will be limited only to the specific provision(s) of the Agreement that would be affected by the proposed implementation of a 12-hour work schedule for the Police Officers. If the District and the Union can mutually agree on the changes necessary to implement the 12-hour schedule, such changes shall be reduced to writing and presented to the respective parties' principals for consideration.

Any changes to the Agreement must be mutually agreed to in writing and approved by the District's Executive Director and Board of Commissioners.

SCHEDULE B  
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

INSURANCE

1. Health Insurance

The District shall provide health insurance coverage to the employee or dependents, either single, employee plus one dependent, or family plan as appropriate to regular full-time employees. Health Insurance coverage also includes domestic partners in accordance with Administrative Procedure 10.3.0, and civil union partners in accordance with Administrative Procedure 10.43.0. Domestic partner or civil union partner eligibility may be redefined in any updated or new Administrative Procedure. Employee contributions will be based on a percentage of the actual claims cost for single, employee plus one dependent, or family coverage, and deducted 24 pay periods per year.

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

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

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

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

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

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

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

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

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

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

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

### PPO

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

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

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

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

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



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

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

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

### **Wellness Benefit**

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

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

### **Preventative Care Services**

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

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

## HMO

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

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

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

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

## Prescription Drug Coverage

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

### Retail Card

Based on a 30-day supply

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

### Mail Order

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

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

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

For employees with prescription drug coverage, effective January 1, 2015 the following will apply:

- A fourth tier of drugs will be added to the retail benefit schedule for specialty medications. The “Specialty” tier will have a co-payment of \$100.00.
  - The annual out-of-pocket expense limit for prescription drugs is \$1,000.00 per individual, \$2,000.00 for Employee + 1 and a maximum of \$2,700.00 per family.
- b. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Union.
- c. Employees will have the choice of the comprehensive major medical program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.
- d. Where both husband and wife are employed by the District, the choices for health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.
- e. During the term of this Agreement if some form of federally mandated health care reform is instituted which has a mandated impact on the health care program provided in this Agreement, the District or the Union may reopen the Agreement for health insurance only by written notice to the other party within sixty (60) days of the effective date of such legislation.
- f. Employees will be covered by a vision plan. Coverage will be determined by the employee's coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this agreement, the benefits from this plan will include the following:

Eye Examination	Once every 12 months
Frames	Once every 24 months
Standard Plastic Lenses	Once every 12 months
or	
Contact Lenses	Once every 12 months

The benefits provided and co-payments for in-network and out-of-network services are as defined by the vision plan provider, and will not be diminished during the term of this agreement provided the same services are available in the marketplace.

2. Life Insurance

- a. The District shall provide each full-time employee covered by this Agreement with a paid twenty thousand dollar (\$20,000) group term life policy.
- b. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. Dental Insurance

- a. Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending March 31<sup>st</sup> of each year.
- b. The District retains the right to select insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.

4. Labor Management Committee on Health Care

The District and the unions representing District employees shall establish a “Labor Management Committee on Health Care.” The Committee shall consist of staff from the District’s Labor and Employee Relations Section, the Compensation and Benefits Section, including the District’s Compensation and Benefits Manager or his/her designee, the Risk Manager, and other District Representatives designated by the Labor Negotiator and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The purpose of the Committee shall be to monitor the performance of the District’s health care plan and to discuss ways to improve plan operation and administration on an ongoing basis, including but not limited to such items as:

- alternative funding options,
- the prescription drug plan and the mail order program,
- the methodology of computing employee contributions,
- revisions to the list of providers participating in the hospital PPO.

During the term of this Agreement, the District and the unions representing District employees may utilize the established Labor Management Committee on Health Care (Committee) to identify specific health care cost management opportunities. If the Committee mutually determines that certain cost management options are worthy of serious consideration, the District's staff may so advise the Executive Director. The Executive Director will determine if the recommended cost management options should be presented to the District's Board of Commissioners. If any item is recommended by the Committee and presented to the Executive Director for consideration and such item is not presented to the District's Board of Commissioners, the Executive Director shall provide a written response to the Committee as to the reason(s) for not presenting such recommendation to the Board of Commissioners. The District's Board of Commissioners must approve any recommended cost management option prior to implementation.

The Committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the administration of the plan.

SCHEDULE C  
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. This policy will be implemented when comparable policies apply to all District employees.

B. Voluntary Treatment

The District and the Union strongly encourage employees to voluntarily make use of the Employee Assistance Program (EAP) for any alcohol, drug, or substance abuse problem. Employees may initiate counseling, referral and aftercare on a voluntary basis prior to a violation of this Drug and Alcohol Testing Policy. An employee will not be subject to disciplinary action for voluntarily seeking the assistance of the EAP for an alcohol, drug, or substance abuse problem(s). Enrollment in an EAP following a violation of this policy may not preclude discipline.

C. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.

1. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
2. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.
3. Employees must sign a consent form prior to testing. Failure to sign the consent form or to comply with testing although not an admission of guilt may subject an employee to disciplinary action up to and including discharge.

4. Urine samples will be analyzed by a laboratory selected by the District and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
5. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be considered as a positive drug test, and a violation of this policy. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file.
6. At the time the urine sample is collected, the employee may request a split sample to be analyzed by an independent laboratory certified by SAMHSA. The independent laboratory must also maintain strict chain-of-custody procedures. The split sample testing requested by the employee will be at the employee's expense and subject to the same standards as the laboratory selected by the District.
7. Employees directed to take a breathalyzer alcohol test will also be required to complete a consent form prior to testing. Failure to complete the consent form or to comply with testing although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge. Employees with a blood-alcohol content of .05 or greater will be considered in violation of this policy.

D. Random Drug Testing for Police Officers

In addition to the reasonable suspicion drug and alcohol testing described in Paragraph C of this Policy, District Police Officers will be subject to random drug testing. Random testing will be conducted such that the number of random drug tests will be equal to, at a minimum, 50% of the total number of officers employed by the District. The District may direct urinalysis up to four times a year at a time and place designated by the District. A computer program, maintained by a urine sample collection facility selected by the District, will generate random lists of District Police Officers to be tested. The Labor and Employee Relations Section of the Human Resources Department will receive the random list and notify the District's Chief of Police of those officers who were selected to be tested. The District's officers will be notified of the location and time of the test shortly before being tested. If an officer fails to report for testing or refuses to provide consent to testing, the officer will be deemed to have refused to test and will be subject to disciplinary action as set forth in this Drug and Alcohol Testing Policy.

E. Action to be Taken for Employees in Violation of this Policy

Employees found to be under the influence of alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on

District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

Employees found to be in violation of this policy may be required to enter into a Stipulation of Facts and an Agreement with the District and the Civil Service Board as a condition of continued employment. That Agreement may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Agreement, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.



SCHEDULE D  
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

RELIEF WORKERS

The District recognizes the Union as the sole representative of employees in the Relief Worker (119 day maximum appointment) classification. The wage rate for the Relief Worker classification is \$13.00 per hour.

The District and the Union agree that only Section 1, Recognition, Section 2, Management Rights, and Section 3, Union Dues and Fair Share, of this Agreement are applicable to employees in the Relief Worker classification. No other provisions of the Agreement shall apply. The Union agrees that some Relief Worker employees may be assigned duties performed by employees in the classification previously known as "Summer Worker." The Union further agrees that as temporary employees, the Relief Workers serve at the pleasure of the District's appointing authority and may be terminated prior to the expiration of the 119 day appointment. The Union recognizes the District's sole right to determine the number of Relief Worker positions and to eliminate any or all such positions.

SCHEDULE E  
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2014)

FLEXIBLE SPENDING ACCOUNTS

Employees may voluntarily participate in establishing pre-tax flexible spending accounts for medical, dependent care, and/or transportation in accordance with federal Internal Revenue Code guidelines.

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are irrevocable for a one-year-period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan year is from July 1<sup>st</sup> through June 30<sup>th</sup>. Employees may carry over up to a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (June 30<sup>th</sup>). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

The effective date of each new plan year is July 1<sup>st</sup>. Employees may set aside an amount up to the maximum recommended by the District and approved by the Board of Commissioners for the medical spending accounts. Elections for dependent care spending accounts may be made up to the maximum amount allowed by the federal Internal Revenue Code.

Transportation Accounts (Mass Transit and Parking)

Initial participation or changes to the transportation accounts elections, both transit and parking, may be made at any time.

Transit and/or parking elections or changes become effective the first pay period following the election or change.

The minimum and maximum amounts will be administered in accordance with the federal Internal Revenue Code and related policies established by the District's Board of Commissioners.

Reimbursements for eligible expenses from the flexible spending accounts will be administered by a third party selected by the District. Disputes with the third party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.

APPENDIX I  
EXAMPLE OF STEADY SHIFT (Rotating Days Off)  
(EFFECTIVE JANUARY 1, 1988)

<u>Week</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>	<u>Employee Number</u>
1	–	–	X	X	X	X	X	1
2	–	X	X	X	X	X	–	2
3	X	X	X	X	X	–	–	3
4	X	X	X	X	–	–	X	4
5	X	X	X	–	–	X	X	5
6	X	X	–	–	X	X	X	6
7	X	–	–	X	X	X	X	7

Original assignments effective January 1, 1988 to the above schedule shall be picked by the employees within the same plant and section according to classification seniority. After January 1, 1988, assignment to a particular shift (District-wide) shall be governed by Section 14 of the Agreement.

APPENDIX II  
EXAMPLE OF STEADY SHIFT (Rotating Days Off)  
FOR POLICE OFFICERS

<u>Week</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>	<u>S</u>
1	–	–	X	X	X	X	X
2	X	–	–	X	X	X	X
3	X	X	–	–	X	X	X
4	X	X	X	–	–	X	X
5	X	X	X	X	–	–	–
6	X	X	X	X	X	–	–
7	–	X	X	X	X	X	X

A particular officer, assigned to this example of a day off rotation, would have his/her days off start on Monday of week one. His/her days off would then progress weekly for 7 weeks. At the start of the 8th week, his/her days off start on Monday again and repeat the pattern.

Other officers on his/her shift are assigned to different day off groups that rotate the same way.

### APPENDIX III

#### CRITICAL INFRASTRUCTURE SCHEDULE

Day Off Group	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	OFF	OFF							OFF	OFF				
2		OFF	OFF							OFF	OFF			
3			OFF	OFF							OFF	OFF		
4				OFF	OFF							OFF	OFF	OFF
5					OFF	OFF	OFF						OFF	OFF
6						OFF	OFF	OFF						
7	OFF							OFF	OFF					

#### THIS SCHEDULE FOLLOWS THE STANDARD 49-DAY ROTATION

Officers will be divided into two groups, day shift and night shift. The day shift will work a twelve hour shift from 6:00 a.m. to 6:00 p.m. The night shift will work a twelve hour shift from 6:00 p.m. to 6:00 a.m. Officers currently assigned to regular days or the day shift will work the day shift (6:00 a.m. to 6:00 p.m.) schedule. Officers currently assigned to the midnight shift will work the night shift (6:00 p.m. to 6:00 a.m.) schedule. Officers currently assigned to the afternoon shift will be divided between the day shift and night shift schedule as defined above. There will be more afternoon shift Officers assigned to the night shift schedule since there are more Officers currently assigned on regular days and the day shift. Officers on the afternoon shift will pick day or night shift assignments on the basis of seniority. All Officers will remain at their current location, unless there is a need to cover additional facilities. Those assignments will be determined by seniority. However, for the first 14 days of the elevated status that will prompt the use of this schedule, in order to meet immediate needs, the District has the right to assign Officers as needed.

STEP I II III (circle one) LABOR UNION \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ I.D. \_\_\_\_\_ DEPT. \_\_\_\_\_

SECTION/PART OF CONTRACT ALLEGED TO BE VIOLATED \_\_\_\_\_ DATE OF INCIDENT \_\_\_\_\_

DATE DISCUSSED WITH SUPERVISOR \_\_\_\_\_ NAME OF IMMEDIATE SUPERVISOR \_\_\_\_\_

**GRIEVANCE:** (attach additional sheets if necessary)

**UNION REP. OR  
EMPLOYEE'S  
SIGNATURE** \_\_\_\_\_

DATE \_\_\_\_\_

**INSTRUCTIONS TO EMPLOYEE:** Submit original to your supervisor who will complete the DATE RECEIVED below, and give you a copy for your record. A copy will be sent to the Union by the Human Resources Department.

**GRIEVANCE NUMBER** \_\_\_\_\_ **DATE RECEIVED** \_\_\_\_\_

**DECISION (check one)**

**SUPERVISOR**

**DEPARTMENT HEAD**

**DIRECTOR OF HUMAN RESOURCES**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

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### **White - Labor and Employee Relations**

**Yellow - Department**

***Pink* - Employee**