

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

AGREEMENT WITH

***INTERNATIONAL BROTHERHOOD
OF TEAMSTERS,
LOCAL 700***

JULY 1, 2014 - JUNE 30, 2017

TABLE OF CONTENTS

<u>Section</u>	<u>Subject</u>	<u>Page</u>
	Preamble	1
1	Recognition	2
2	Management Rights	2
	A. Management Rights	2
	B. Overtime	2
	C. Contracting and Subcontracting	2
	D. Limitations Upon Union Activity	2
	E. Work Assignments	3
	F. Use of Personnel Carriers	3
3	Dues Check-Off and Fair Share	4
4	Wages	5
5	Work Week	5
6	Overtime	7
7	Holidays	9
8	Vacations	9
9	Jury Duty	10
10	Bereavement Pay	11
11	Sick Leave	11
12	Termination Pay	13
13	Transfers in Same Class	13
14	Seniority	16
15	Auto and Meal Allowance	17
16	Insurance and Miscellaneous Benefits	17
17	Grievance Procedure	18
18	Final and Binding Arbitration	19

TABLE OF CONTENTS

<u>Section</u>	<u>Subject</u>	<u>Page</u>
19	No Strike	21
20	Separability and Notice	22
21	Amendments	22
22	Duration of Agreement	23
	Schedule A	
	1. Rates of Pay	25
	2. Wage Notification	25
	3. Miscellaneous	25
	4. Vacations	26
	5. Sick Leave	27
	6. Holidays	27
	7. Safety Equipment Reimbursement	29
	8. Tuition Reimbursement	29
	9. Labor - Management Committee	30
	10. Labor Management Committee on the Return to Work Program	30
	11. Labor Management Committee on Maintenance Efficiency	31
	12. Morning Break	31
	13. Acting Pay	32
	14. Discretionary Time Off	32
	15. Voting Time	33
	16. Military Pay	33
	17. Centrifuge Operations	33
	Schedule B	
	1. Health Insurance	34
	2. Life Insurance	39
	3. Dental Insurance	39
	Schedule C	
	Drug and Alcohol Testing Policy	41
	A. Policy Statement	41
	B. Voluntary Treatment	41
	C. Prohibitions	41
	D. Drug and Alcohol Testing	42
	E. Action to be Taken for Employees in Violation of this Policy	43

TABLE OF CONTENTS

<u>Section</u>	<u>Subject</u>	<u>Page</u>
	Schedule D	
	Flexible Spending Accounts	45

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AGREEMENT WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 700

THIS AGREEMENT which includes attached Schedules A, B, C, and D hereinafter referred to as the Agreement, is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the DISTRICT, and the International Brotherhood of Teamsters, Local 700, hereinafter referred to as the UNION, who now agree as follows: that both of the parties to this Agreement are desirous of continuing an amicable understanding with respect to the employer-employee relationship which exists between the parties and to enter into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and the parties further agree that the attached Schedules A, B, C, and D shall be incorporated into this Agreement.

SECTION 1. RECOGNITION

- A. The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment, for all full-time employees in the Truck Driver and Truck Driver Foreman classes who have completed initial probationary periods, but excluding all employees hired to work for a fixed period of time not exceeding 119 days, supervisory, managerial and confidential employees, and all other employees represented by other certified Bargaining Agents.
- B. This Agreement shall not apply to provisional labor hired from outside sources to meet emergency or excessive work load situations.
- C. The District agrees that the duties which have traditionally and historically been assigned to the employees in the bargaining unit classifications coming under this Agreement shall continue to be assigned to the employees of the bargaining unit classifications under this Agreement.

SECTION 2. MANAGEMENT RIGHTS

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

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

The right of contracting and subcontracting is vested in the District but shall not be used to undermine the Union.
- D. Limitations Upon Union Activity
 - 1. Non-employee Union representatives will be granted access to District premises only for the purpose of representing the interests of a Union member. The

representative shall obtain prior approval from the head of the facility for such access.

2. The Union will inform the District of the names of the designated stewards. The Union will not designate the foreman as a Plant Steward.

E. Work Assignments

When a designated service vehicle is required to leave the plant, a repair tradesman may drive the designated service vehicle to and from the location of the service call and for any other purpose related to the service call. One or more other repair tradesmen may accompany the driver if that repair tradesman is going to the same location as the designated service call.

The Master Mechanic or Treatment Plant Operator shall determine whether more than one driver is necessary for snow removal on overtime.

F. Use of Personnel Carriers

Personnel carriers are intended to be used solely to transport a maximum of two personnel, hand tools of a particular trade and those supplies and materials of the trade that do not exceed the size of the vehicle bed in terms of length and width. Vehicle beds may not be altered from the manufacturer to increase the capacity of the beds. No objects should block the view of the driver for safe operation of the vehicle. Those hand tools, materials and supplies hauled in the personnel carriers must be loaded by hand. All other tools, supplies, materials, equipment, and employees shall be transported by Union employees.

Items that are directly or manually used by staff (e.g., hammers, wrenches, drills, shovels, rakes, salt spreaders, etc.) are classified as hand tools. Items that are indirectly used (e.g., portable generators, air compressors, welding equipment, portable electric hoists, pumps, etc.) are classified as equipment. Shop vacuums and traffic barricades may be transported in the personnel carriers provided the restrictions in terms of length, width, and visibility for safe operations are followed.

Supplies and materials are items to be used directly in the completion of the employee's immediate job assignment (e.g., pipes and fittings, lumber, paper towels, tissue, up to 6 bags/buckets of salt, sand, oil dry, etc.). Unpackaged bulk materials (e.g., dirt, gravel, mulch, sod, cold patch, etc.) must be placed in bags or buckets and may not exceed six bags or buckets of that material.

Personnel carriers shall not be used for hauling garbage or debris, or for towing.

SECTION 3. DUES CHECK-OFF AND FAIR SHARE

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

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

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

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

With respect to a non-member employee who declines to pay the fair share fee based solely on bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall pay an amount equal to his/her fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the organization, the Illinois Local Labor Relations Board may establish an approved list of charitable organizations to one of which such payment shall be made.

- C. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to Local 700 shall be done electronically. Local 700 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to Local 700. Local 700 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

SECTION 4. WAGES

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

SECTION 5. WORK WEEK

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

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

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

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

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

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

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

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

- A. The normal work week for non-shift positions shall consist of five (5) consecutive days of eight (8) hours, beginning on Monday and ending on Friday. The normal workday shall begin at 7:00 a.m. and end at 3:30 p.m., and consist of eight (8) consecutive hours, excepting the one-half (1/2) hour unpaid lunch period. Employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report for work, except in emergencies beyond the employee's control which the circumstances at the time can alone determine.
- B. For shift positions, employees shall work a work week and workdays as established by management. Shift employees unable to report for work must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employees' control which circumstances at the time can alone determine.

Proper relief is considered to be the employee has signed in, is dressed in work clothes and is at the work site at the designated start of his/her shift.

- C. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise. Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch.

With supervisory approval, employees in Section 679 – Collection Systems Unit, Section 764 – Area Maintenance Unit, Section 824 – Maintenance Unit, and Section 924 – Maintenance Unit, may work from 7:00 a.m. to 3:00 p.m. when actively involved in activities which prevent them from taking lunch. In this situation, supervisors will release their employees in sufficient time to arrive at the locker room or wash-up facility by 2:45 p.m. However, no employee will be permitted to sign out before 2:45 p.m.

Employees returning to the plant before 1:30 p.m. will be required to take their lunch and leave work as scheduled in A of Section 5. Work Week.

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

In an emergency, after all possible resources have been exhausted for filling the vacancy, the immediate supervisor may order the work station left unmanned.

- H. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:10 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:10 p.m.

SECTION 6. OVERTIME

- A. All hours worked in excess of 8 hours per day or 40 hours per week shall be compensated at 1-1/2 times the hourly rate in effect for each classification plus 1/2 hour compensatory time for each overtime hour worked. Employees working on a holiday as described in Schedule A, Paragraph 6, shall be compensated at 1-1/2 times the hourly rate in effect for each classification plus 1/2 hour compensatory time for hours worked on such days.

Overtime credit earned in one quarter must be used before the end of the next quarter provided however, that a maximum of forty hours of compensatory time may be carried over. Compensatory time, when used by employees, shall be scheduled with the approval of the immediate supervisor. Whenever possible, the employee will be notified in advance when to use overtime credit.

The maximum accrual for compensatory time is 240 hours. Any additional overtime hours worked in excess of the maximum accrued will be compensated at the rate of time and one-half cash.

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

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

- D. Overtime is to be distributed equally among the employees within each work unit as far as is practical. A list of employees showing both overtime offered but refused and overtime actually worked will be updated every workday excluding weekends and

holidays, and maintained for each work unit. Overtime offered but refused will be recorded as if the employee actually worked.

Employees must leave a phone number where they can be reached at all times in order to be contacted for any unscheduled overtime.

- E. In an overtime situation employees may leave the plant for supper, but only with the permission of their immediate supervisor. Time spent for supper shall not be credited as time worked. Suppertime shall not exceed one (1) hour. In the event the employee is not permitted to leave the plant, time spent for supper shall be credited as time worked.
- F. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted provided the approval of the supervisor in charge is received in advance.
- G. Shift employees who actually work on holidays shall receive 1-1/2 times the hourly rate plus 1/2 hour compensatory time for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight (8) hours "holiday earned." All "holiday earned" time in excess of 100 hours must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor with every reasonable effort being made to allow the employee to have the day of his or her request. An employee who fails to request required "holiday earned" time off by the end of the next quarter will be assigned a date upon which to take such time off.
- H. When an employee works a double shift on a scheduled holiday, such employee shall be compensated for his/her own shift and at 1-1/2 times the hourly rate plus 1/2 hour compensatory time for the second shift.
- I. A shift employee who does not report for his/her regular shift on a scheduled holiday, shall be coded "Absent, No Pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "holiday" providing he/she is able to substantiate upon return to work that he/she was, in fact, sick.
- J. In the event of a "short change over" (less than sixteen [16] hours between working shifts), "overtime" compensation will be paid at 1-1/2 times the hourly rate plus 1/2 hour compensatory time. When a day employee is assigned to shift work on the following day shift, such assignment will not be considered a "short change over." When an employee is assigned to work a "double shift", such assignment will not result in a "short change over."
- K. In the case where an employee is requested to report to the Main Office on his/her relief day, he/she shall be compensated by allowing mileage each way and overtime at 1-1/2 times the hourly rate plus 1/2 hour compensatory time for every one (1) hour spent on District business.

- L. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

SECTION 7. HOLIDAYS

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

SECTION 8. VACATIONS

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

- A. The scheduling of vacation for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules for each department shall be developed before January 31st of the vacation year. In choosing vacation periods, seniority shall be determined on the basis of total service in the District in a position class. Vacations will be scheduled by classification and then seniority within each classification for each division, i.e., 700, 800, and 900. In all cases, the Department Head shall have the right to exercise his discretion in his approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his vacation during any other time of the year that he may request, providing that it meets with the approval of the Department Head.
- B. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. In such cases, vacation credit may be carried over to the following year with Department Head approval.
- C. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.
- D. When an authorized holiday falls within an employee's vacation period, he/she shall be compensated in time for this day at a later date, with the approval of the immediate supervisor.
- E. Normally, vacation time should be taken in periods of one (1) week (5 working days), at a minimum.
- F. New employees will earn a vacation of ten (10) working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten (10) working days in each calendar year during the first five years of service. A new employee may use half of the above vacation time (five [5] working days) after six (6) months of District service, providing such employee receives the approval of his/her immediate supervisor.

- G. Any employee who has rendered service to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

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

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

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

- J. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as specified above), may be allowed vacation during the months of January and December.

SECTION 9. JURY DUTY

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

SECTION 10. BEREAVEMENT PAY

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

SECTION 11. SICK LEAVE

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

- A. Sick Leave will continue to accumulate during the period that an employee is off due to sickness.
- B. Sick leave will not accumulate during a leave of absence or while on ordinary disability. Sick leave benefits will accumulate while an employee is on duty disability. No employee on duty disability shall accumulate more than 120 workdays of sick leave credit.
- C. If an employee has been absent due to sickness, the immediate supervisor may require a Doctor's Certificate to verify the illness.
- D. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.
- E. ANNUAL SICK LEAVE PAYOUT

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

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

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

SICK LEAVE PAYOUT AT SEPARATION

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

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

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

- F. Shift employees unable to report for work because of sickness must notify the shift supervisor on duty of their inability to report, not less than two (2) hours before starting time except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.
- G. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

SECTION 12. TERMINATION PAY

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

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

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

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

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

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

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

SECTION 13. TRANSFERS IN SAME CLASS

These procedures will apply to all transfers, including transfers from shift work to day work and from day work to shift work.

- A. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for Transfer" form. Transfer requests to Section 679 – Collection System Unit, must be made for a specific work location: Stickney, Calumet, or O'Brien.

- B. The request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.
- C. Whenever a vacancy occurs, an attempt will be made to fill such vacancy by transfer at the request of a present employee. Except as hereinafter provided, all such transfers will be made in accordance with seniority as defined in Section 14, unless, in any given situation, it is not in the best interests of the District to do so.
- D. A probationary employee may submit a request for transfer, but shall not normally be considered for actual transfer until after final completion of the probationary period.
- E. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.
- F. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- G. The Human Resources Department will establish suitable rosters of all requests for transfer within, into, and out of, the department. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

During the week following January 1st and July 1st of each year, a transfer roster will be transmitted to appropriate supervisory personnel at the employee's work location and made available for reasonable examination.

- H. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and current unless and until either the request is satisfied or the employee submits a written authorization to withdraw the request. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's supervisor, 2.) the Master Mechanic has initialed and dated the form(s) and returned a copy to the employee, 3.) the Master Mechanic forwards the form(s) to the Human Resources Department, 4.) the request is reviewed and entered, and 5.) a copy of the form(s) indicating that the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask the Master Mechanic to inquire if the request(s) have been received and processed in order to ensure that his/her request(s) is valid and on file. If an employee demonstrates that he/she has submitted a timely request for transfer, that request for transfer will be considered valid.

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

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

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

- I. An employee may waive his/her right to transfer one time without prejudice to a subsequent transfer for which he/she is eligible.

After one waiver of a requested transfer the employee shall be removed from the roster and will be required to wait 60 days before he/she may put in a new transfer request for the same position.

Effective January 1, 2012, there will be no transfer waivers. The most senior employee with a valid transfer request will be transferred.

- J. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer unless it is in the best interest of the District to do so.
- K. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "AC" where the employee's job duties are no longer required will occur. For the purpose of this section the movement of a Truck Driver from one plant to another plant in the O'Brien Area Maintenance Unit shall not constitute a transfer. If an employee returned to work from ordinary disability or a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the least senior employee in the section with the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "AC".

If the District desires to make a temporary assignment of at least one day to a different section or shift, the District shall seek a volunteer from the maintenance section selected to supply the employee provided the employee has the ability to perform the job assignment. If there is no volunteer for the temporary assignment, the least senior employee from the maintenance section selected to supply the employee will be assigned provided that employee has the ability to perform the job assignment.

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

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

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

In these instances, the District will notify Local 700 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

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

- M. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability, or who has been continuously Absent Without Leave (AWOL), will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability, or AWOL for three (3) months or Duty Disability for five (5) months.

SECTION 14. SENIORITY

Seniority shall be defined in accordance with the Personnel Rules.

- A. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. In measuring seniority, the other provisions of Personnel Rule 9.12 shall apply.
- B. For layoffs or reductions in force, the provisions of the Personnel Rules on "order of layoffs" shall apply.

SECTION 15. AUTO AND MEAL ALLOWANCE

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

SECTION 16. INSURANCE AND MISCELLANEOUS BENEFITS

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

SECTION 17. GRIEVANCE PROCEDURE

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

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

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

Step I

- A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven (7) calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee will indicate what Section and part of the Agreement is alleged to have been violated and the requested remedy, and submit the form to his/her supervisor.
- B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Union within seven (7) calendar days after receipt of the written complaint.

Step II

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

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III, along with Steps I and II, to the Director of Human Resources within seven (7) calendar days of receipt by the Union of the Department Head's decision.

- B. Within 14 calendar days of receipt by the Director of Human Resources of the Employee Problems Form Step III, the Director of Human Resources or his/her designee shall meet with the Union in an attempt to resolve said grievance, and the Director of Human Resources or his/her designee shall reply in writing to the employee or the Union within seven calendar days of said meeting.
- C. If a grievance is not settled at the third (3rd) Step, either the Union or the District may notify the other in writing within ten (10) days of the Step III decision, that they request final and binding arbitration.
- D. If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Union shall be considered to have waived the right to pursue the grievance. If a grievance is not appealed to the next Step within the specified time limit, it shall be considered settled on the basis of the Department's last answer. If the Department does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

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

SECTION 18. FINAL AND BINDING ARBITRATION

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

1. Provisions of the Agreement which relate to or in any manner affect the obligations of the District as expressed or intended by the provisions of applicable Illinois Statutes.
2. The elimination or discontinuance of any job, except as provided in the contracting and subcontracting provision.
3. Any pension matter.

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

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The District and the Union will notify each other of the three names remaining on each list. The Director of Human Resources will notify the six named Arbitrators of their selection to serve on the Roster of Arbitrators. The Director of Human Resources will also ask the Arbitrators to advise the parties of their fees and expenses and notify the Arbitrators that they will be expected to charge such fees and expenses. Payment of their fees and expenses will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within sixty days of notice that a grievance is ready for arbitration and submit their decision within sixty days following such hearing.

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

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

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven (7) days from the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The Arbitrator's authority shall be limited to making a decision on the grievance in question which conforms with the terms of this Agreement. The Arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the District, and the employee.

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

Arbitrators will continue to be listed on the Roster of Arbitrators until removed in this manner.

SECTION 19. NO STRIKE

- A. During the terms of this Agreement, neither the Union nor its agents, nor an employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District.
- B. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Section including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating sub-Section 19A to return to work.
- C. The District may discharge or discipline any employee who violates sub-Section 19A and any employee who fails to carry out his/her responsibilities under sub-Section 19B, and the Union will not resort to the Grievance Procedure on such employee's behalf.
- D. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Section.
- E. Union Action in Event of a Strike

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

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

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

SECTION 20. SEPARABILITY AND NOTICE

A. Aid to Construction of Provisions of Agreement

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

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

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

Notices sent by the District shall be mailed to the Secretary-Treasurer, International Brotherhood of Teamsters, Local 700.

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

SECTION 21. AMENDMENTS

Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or all past practices, oral or written not otherwise specifically enumerated in the Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

The District and the Union may jointly modify or amend this Agreement during its term only by mutual agreement of the parties.

SECTION 22. DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2014, and shall continue in full force and effect through June 30, 2017, and from year to year thereafter unless at least 60 days prior to June 30, 2017, or at least 60 days prior to June 30 of any year thereafter, notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement.

If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof which is mutually agreed by the parties, this Agreement shall expire on July 1, following the date of notice or on the expiration date of the extension. Any agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the impasse procedures set forth in Part 1230, Subpart C of the Rules and Regulations of the Illinois Local Labor Relations Board shall apply.

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

Executed at Chicago, Illinois, this _____ day of _____, 2014.

For the International Brotherhood of Teamsters, Local 700:

Becky Strzechowski
President

Kevin Camden
Acting Secretary-Treasurer

For the Metropolitan Water Reclamation District of Greater Chicago:

Approved as to Form and Legality

Ted J. Kosowski
Labor Negotiator

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)

Rates of Pay

1. Hourly Rates of wages in effect for dates specified:

HOURLY RATE EFFECTIVE

POSITION CLASSIFICATION

7/1/14

Truck Driver

\$35.16

Truck Driver Foreman

\$38.41

Shift Premium 5%

The wage rates for the Truck Driver classification for July 1, 2014, July 1, 2015 and July 1, 2016 will be based on the six (6) axle, Group 4, rate established by Teamsters Local 731 and Mid-America Regional Bargaining Association (M.A.R.B.A.). The Truck Driver Foreman classification rate will be \$3.25 above the base rate established for the Truck Driver.

Wage Notification

2. For the remaining term of this Agreement, the District shall upon written notification by the Union, increase the rate of the Truck Driver Classification in Paragraph 1 above to equal the Group 4 (six axle) rate of the "direct wage rate" in the local labor market as established by Teamsters Local 731 and M.A.R.B.A. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to the comparable classification under the specified Agreement negotiated in the local labor market. However, during the term of this agreement, should Teamsters Local 731 and M.A.R.B.A. negotiate a "direct wage rate" that is lower than the "direct wage rate" currently being paid to employees in the Truck Driver Classification, then the District shall maintain the "direct wage rate" being paid at the time to employees in the Truck Driver Classification.

Miscellaneous

3. A. The District shall contact a man-hours contractor to obtain employees for assignment of Drivers to fill the District's needs.

- B. Assignment of drivers may also include employees assigned to operate industrial or agricultural type tractors involving gang or rotary mowers, side sickles, or similar heavy duty grass-cutting equipment.
- C. The Drivers obtained from the man-hours contractor shall be paid in accordance with Chapter 48, Paragraphs 39s-1 et seq., Illinois Revised Statutes.
- D. The District shall comply with the procedure set forth in Paragraph A for all assignments of over five days. For all assignments of five days or less, the District may use District employees in an acting Truck Driver capacity. Such time limits may be extended by mutual agreement of the parties.
- E. In the event that the District cannot obtain Drivers pursuant to the procedures set forth in Paragraphs A through D, the District shall have the right to upgrade a Laborer to the Truck Driver position until such time as the above procedure results in filling the District's needs.
- F. District employees receiving acting Truck Driver pay shall be subject to the provisions of Section 3 of this Agreement upon receiving such acting pay for each accumulation of thirty workdays provided such accumulation occurs within the period from July 1 to the following June 30 of each contract year. The District will review the accumulation of acting assignments after June 30 and December 31 of each contract year.
- G. All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.
- H. No Truck Driver shall be required to perform the duties of an Entry Coordinator. However, Truck Drivers shall be required to perform Top Man duties.

Vacations

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

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

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

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

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

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

date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

Sick Leave

5. Effective January 1, 2005, employees will be credited with eight days of sick leave and effective January 1, 2009, employees will be credited with twelve days of sick leave. There is no maximum sick leave balance. No employee will be eligible for sick leave with pay until the first month of employment is completed. Sick leave credit shall commence after the first month of employment and accumulated at the rate of 5.25 hours for each month of service until the following January. Sick leave accumulation for new employees will be at the rate of 8 hours per month effective January 1, 2009. New employees starting after January 1, 2008 will accumulate sick leave credit at the established rate and shall receive on the following January 1 the full sick leave credit due for that year.

Holidays

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

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Three (3) Optional Holidays

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

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

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

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

Additional Holiday

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

For 2014, the additional holiday options are:

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

For 2015, the additional holiday options are:

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

For 2016, the additional holiday options are:

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

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

Shift employees will receive holiday pay for Christmas and New Year's Day in accordance with the holiday schedule above. Shift employees scheduled to work on the six designated days for that particular year, and who actually work on all six of those days designated are entitled to holiday pay (eight hours Holiday Earned and four hours

Overtime Pay Straight Time) for one day only in accordance with past practice. If a shift employee has a regular day off on one or more of the designated days, and works as scheduled on the other designated days, the employee will earn eight hours of Holiday Earned for one day only. This eight hours of Holiday Earned would be received on the date that is given as the last choice of possible additional holidays. If a shift employee has an approved day off (vacation, holiday used, compensatory time, or optional holiday) on any of the designated days, that employee will be coded "Holiday" for a previously scheduled day off. The previously scheduled day off will be rescheduled for another date with the approval of the supervisor. Employees may not receive holiday pay or holiday earned for more than one day.

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

Safety Equipment Reimbursement

7. The District will reimburse employees for safety boots and safety glasses at a rate and method to be determined by the Safety Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$50.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$64.00.

Effective January 1, 2015, the rate of reimbursement for safety shoes/boots purchased from the District contracted vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

Tuition Reimbursement

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

A minimum grade of "C" will be required for reimbursement. For courses taken on a Pass/Fail basis, a "Pass" will be required. Employees that voluntarily separate from

District service will be required to repay tuition reimbursement to the District as follows: 100% repayment for reimbursements made to the employee received within one (1) year of leaving District employment, 75% repayment for reimbursements made between one (1) year to two (2) years of leaving District employment and 50% repayment for reimbursement made to the employee received between two (2) and three (3) years of leaving District employment.

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

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

Labor - Management Committee

9. For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure or arbitration, the Union and the District may meet up to five times in any contract year unless agreed otherwise by the parties. At least five working days prior to a meeting, a specific agenda will be submitted by the party requesting the meeting and the other party may make specific additions to the agenda. Each party may have a maximum of five members including the Labor Negotiator for the District and the Secretary-Treasurer for the Union. The meetings will be held at mutually agreeable times and locations. District employees attending a Labor-Management Committee meeting on behalf of the Union will not be considered as working or on Administrative Leave for attendance at such a meeting.

Labor Management Committee on the Return to Work Program

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

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

- Computer based educational coursework and other educational training activities

- Modified duty tasks within the employee's traditional or historical union jurisdiction

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

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

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

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

Labor Management Committee on Maintenance Efficiency

11. The purpose of the Labor Management Committee on Maintenance Efficiency is to increase the relevance of the bargaining units through collaborative discussions between the District and the Unions. The Unions agree to create a Labor Management Committee on Maintenance Efficiency, and commit themselves to the fullest cooperation in discussing and developing methods to improve maintenance efficiencies at the District. The Committee will meet on a quarterly basis, or more frequently by the mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District.

The Committee is advisory only. It is intended to promote collaboration and discussion over the means and methods of improving maintenance efficiencies at the District. The Committee in no way will diminish the rights contained in the collective bargaining agreement.

Morning Break

12. Employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m., unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she

returns to the job location. No coffee break will be permitted during the afternoon work period.

Acting Pay

13. When the Foreman has been temporarily assigned duties by the Master Mechanic's Office that renders him/her unavailable at the daily work location to perform a substantial portion of the Foreman duties, a Truck Driver as outlined below will be notified and assigned the duties of the Foreman by the Master Mechanic's Office. The Master Mechanic's Office shall have sole discretion in determining whether or not the Foreman is capable of performing a substantial portion of the Foreman duties while temporarily assigned.

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

When a Civil Service list exists, acting assignments for Foreman at a given plant will be made from the eligible list, rotating through the individuals on the list from among those that are reachable at that plant location, one occurrence at a time. The reachable individual at that plant location with the least acting hours acts during the next absence, for a maximum of one week. In those instances where a plant location does not have any reachable candidates on the list, then the acting assignment will be made on a rotating basis through the entire list. If there are no candidates on the list at a plant location where an acting assignment is needed, then the acting assignment will be made as if no list existed.

When no Civil Service list exists, acting assignments for Foreman will be made at the discretion of the Master Mechanic, based upon the candidate's job knowledge, competence and willingness to act.

Acting assignments are subject to the approval of the Master Mechanic, and recent disciplinary action(s) and poor performance ratings will be considered.

Discretionary Time Off

14. Employees will be granted a maximum of three days, either sick, vacation or compensatory time, which normally must be used in units of not less than one day. Discretionary time off may be used in less than one-half day units with the approval of their supervisor. Whenever possible, such discretionary time off shall be scheduled with the prior approval of the supervisor. Discretionary time off shall not be carried over from one calendar year to the next. Prior approval for discretionary time off must be obtained for discretionary time off on a holiday, the workday preceding a holiday, vacation, compensatory time, or holiday used day, and/or the workday following a holiday, vacation, compensatory time or holiday used day. However, if an employee can

adequately document for supervisory approval an emergency on one of the days listed above, discretionary time will be allowed.

Voting Time

15. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.

Military Pay

16. The District will grant military leave in accordance with Illinois State and Federal laws.

Centrifuge Operations

17. Should the centrifuge at the District's Calumet facility be reopened within two (2) years of this Agreement, unit employees formerly assigned to the centrifuge shall be given the first opportunity to return to the centrifuge, and then the opportunity will be granted to unit employees in order of seniority. Should the centrifuge be reopened more than two years after this Agreement, the opportunity to be assigned to it will be granted to unit employees in order of seniority. The parties agree to meet and discuss assignment and staffing issues stemming from the closure of the centrifuge and transfer requests following ratification of this Agreement.

SCHEDULE B

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

Insurance

1. Health Insurance

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

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

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

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

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

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

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

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

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

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

PPO

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

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

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

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

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

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

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

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

Wellness Benefit

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

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

Preventative Care Services

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

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

HMO

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

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

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

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

Prescription Drug Coverage

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

Retail Card

Based on a 30-day supply

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

Mail Order

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

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

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

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

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

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

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

2. Life Insurance

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

3. Dental Insurance

- a. Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending March 31st of each year.
- b. The District retains the right to select insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.
- c. Where both husband and wife or other family members eligible under one (1) family contract are employed by the District, the District shall pay for only one (1) family or two (2) single dental contracts.

4. Labor Management Committee on Health Care

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

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

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

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

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

SCHEDULE C

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

Drug and Alcohol Testing Policy

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. The use, abuse, possession, distribution, or sale of drugs and/or alcohol by District employees on District premises, including District owned vehicles, or while on District business are unacceptable. Employees in violation of this policy may be subject to disciplinary action up to and including discharge. This policy is effective January 1, 1996.

The Union and the District agree to modify this policy as necessary to remain in compliance with the Federal Department of Transportation testing requirements.

B. Voluntary Treatment

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

C. Prohibitions

The Omnibus Transportation Employee Testing Act of 1991 (Act) prohibits employees covered by this Agreement from operating a District vehicle or performing related safety-sensitive duties if engaged in any of the following conduct:

- using alcohol on the job;
- being in possession of alcohol while on duty or operating a District vehicle;
- having a prohibited blood alcohol concentration of .02 or greater while performing a safety-sensitive function;
- having used alcohol during the four hour period prior to going on duty;

- using alcohol within eight hours following an accident requiring a breath-alcohol test, or until tested;
- refusing to submit to a required drug and/or alcohol test;
- being a current user of an illegal drug;
- reporting for duty while impaired from any prescribed therapeutic drug or controlled substance; and
- being in possession of any unauthorized controlled substance.

Employees are also prohibited from operating District vehicles and performing safety-sensitive duties if they are using a legally prescribed controlled substance that adversely impacts their ability to safely operate a vehicle. Employees must notify their supervisors of the use of any prescribed therapeutic drug, the drug being used, its effects and the prescribed duration of such use.

D. Drug and Alcohol Testing

The District may direct urinalysis or a breathalyzer test in the following circumstances in accordance with the Act:

1. Post-accident testing will be done in accordance with current D.O.T. regulations.
2. Random testing to be done at least four times per year on an unannounced basis equal to 50 percent of the employees covered by this Agreement.
3. Reasonable suspicion testing when the highest available supervisor, after observing such employee, has a reasonable suspicion of improper drug or alcohol use by the employee.
4. Return-to-work testing prior to reinstatement following a positive drug and/or alcohol test.
5. Follow-up testing on an unannounced basis at least six times within a 12 month period following a positive test. Follow-up testing may be extended up to 60 months following return to duty after a positive test.
6. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
7. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.

8. Failure to comply with testing will be considered a positive test, and may subject an employee to disciplinary action up to and including discharge.
9. Urine samples will be analyzed by a laboratory selected by the District and certified by the federal Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
10. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be reviewed and interpreted by a physician Medical Review Officer (MRO) prior to notifying the District of a positive drug test. The MRO will contact the employee when notified by the laboratory of a positive drug test to determine if there is an alternative medical explanation for the positive drug test. If the employee provides appropriate documentation and the MRO determines that it is legitimate use of the prohibited drug, the drug test result is reported as negative to the District. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file. A positive drug test will be considered a violation of this policy.
11. At the time the urine sample is collected, the employee will be required to provide a split sample. Both samples will be sent to the laboratory selected by the District. The primary specimen will be analyzed. If the test result of the primary specimen is positive, the employee may request within 72 hours of notice of a positive test that the MRO direct that the split specimen be tested by a different SAMHSA certified laboratory. If the test of the split specimen fails to reconfirm the positive primary test, the MRO shall cancel the test and report the cancellation to the District and the employee. The split sample testing requested by the employee will be at the employee's expense.
12. For employees directed to take a breathalyzer alcohol test, failure to comply with testing will be considered a positive test, and may subject an employee to disciplinary action up to and including discharge. The breathalyzer alcohol test will be done using an evidential breath testing device approved by the National Highway Traffic Safety Administration. If the alcohol concentration is .02 or greater, a second confirmation test will be conducted. Employees with a blood-alcohol content of .02 or greater will be considered in violation of this policy.

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

Employees found to be misusing alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

In accordance with the Act, the employees with an alcohol concentration of .02 to .039 will be removed from duty for a 24 hour period, and will be required to have an alcohol concentration of less than .02 to return to work. If an employee has an alcohol concentration of .04 or greater, the employee will be removed from duty. If a determination is made to reinstate the employee, prior to such reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, have an alcohol concentration of less than .02 on a return-to-duty test, and be subject to unannounced follow-up alcohol tests. If an employee tests positive for drugs and a determination is made to reinstate such employee, prior to reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, test negative on a return-to-duty drug test, and be subject to follow-up testing.

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

SCHEDULE D

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

FLEXIBLE SPENDING ACCOUNTS

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

Medical and Dependent Care Accounts

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

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

Transportation Accounts (Mass Transit and Parking)

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

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

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

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