

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

***AGREEMENT WITH***

***INTERNATIONAL UNION  
OF  
OPERATING ENGINEERS  
LOCAL NO. 399, AFL-CIO***

***JULY 1, 2017 - JUNE 30, 2020***

## TABLE OF CONTENTS

	Page
SECTION 1. Recognition .....	1
SECTION 2. Management Rights .....	1
A. Management Rights .....	1
B. Overtime .....	2
C. Contracting and Subcontracting .....	2
D. Limitations Upon Union Activity .....	2
SECTION 3. Dues Check-Off and Fair Share .....	2
SECTION 4. Wages .....	3
SECTION 5. Work Week .....	4
SECTION 6. Overtime .....	6
SECTION 7. Holidays .....	8
SECTION 8. Vacations .....	10
SECTION 9. Jury Duty .....	13
SECTION 10. Bereavement Pay .....	13
SECTION 11. Personal Leave .....	14
SECTION 12. Sick Leave .....	14
SECTION 13. Termination Pay .....	16
SECTION 14. Transfers in Same Class .....	17
SECTION 15. Seniority .....	21
SECTION 16. Auto, Meal and Other Allowances .....	22
SECTION 17. Insurance .....	23
A. Health Insurance .....	23
B. Dental Insurance .....	27
C. Life Insurance .....	28
D. Labor Management Committee on Health Care .....	28

TABLE OF CONTENTS

	Page
SECTION 18. Grievance Procedure .....	29
SECTION 19. Final and Binding Arbitration .....	31
SECTION 20. No Strike-No Lockout .....	32
SECTION 21. Miscellaneous .....	33
SECTION 22. Separability and Notice .....	37
A. Aid to Construction of Provisions of Agreement .....	37
B. Notices .....	38
SECTION 23. Amendments and Entire Agreement .....	38
SECTION 24. Duration of Agreement .....	38
SECTION 25. Non-Discrimination .....	39
SECTION 26. Safety .....	39
SCHEDULE A .....	42
Drug and Alcohol Testing Policy .....	42
A. Policy Statement .....	42
B. Voluntary Treatment.....	42
C. Drug and Alcohol Testing.....	42
D. Action to be Taken for Employees in Violation of this Policy .....	43
SCHEDULE B .....	44
Flexible Spending Accounts .....	44
SCHEDULE C .....	45
Trainees.....	45
APPENDIX I .....	48

METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO

AGREEMENT WITH

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL NO. 399  
(AFL-CIO)

This Agreement, which includes attached Schedules A and B, and Appendix I, hereinafter referred to as the Agreement, is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the DISTRICT, and the International Union of Operating Engineers, Local No. 399, AFL-CIO, hereinafter referred to as the UNION, who now agree as follows: that both of the parties to this Agreement are desirous of continuing an amicable understanding with respect to the employer-employee relationship which exists between the parties and to enter into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and the parties further agree that the attached Schedules A and B, and Appendix I shall be incorporated into this Agreement.

SECTION 1. RECOGNITION

- A. The District recognizes the Union as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment, for all full-time employees in the Operating Engineer I and Operating Engineer II classes. Employees who have no permanent Civil Service status shall have no recourse to the grievance and arbitration procedure in the event of discharge.
- B. The District agrees that the duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement.

SECTION 2. MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS

Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules and regulations governing conduct and safety and the right to determine the methods, processes and means of operations, are vested exclusively in the District. The District in exercising these functions will not

discriminate against any employees because of his or her membership in the Union. The Union recognizes that the nature of the District's operations require some degree of flexibility in making work assignments to its employees so that it can meet emergencies.

B. OVERTIME

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

C. CONTRACTING AND SUBCONTRACTING

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

D. LIMITATIONS UPON UNION ACTIVITY

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

SECTION 3. DUES CHECK-OFF AND FAIR SHARE

A. All employees covered by this agreement shall become members of the Union. Any present employees who are not members of the Union and all employees hired thereafter shall become and remain members of the Union on the 31<sup>st</sup> day following the effective date of this agreement or the date of this agreement, whichever is later. Employees covered by this agreement who choose not to become members of the Union shall be required, on the 31<sup>st</sup> day following the effective date of this agreement or the date of this agreement, or their actual District start date, whichever is later, to pay a fair share of the cost of the collective bargaining process and contract administration.

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

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

C. It is further agreed that the District shall deduct from non-member employee's earnings a monthly fair share amount as certified by the President of the Union and shall remit such

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

- D. With respect to a non-member employee who declines to pay the fair share fee based solely upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, the District shall deduct an amount equal to his or her fair share fee and pay same to a nonreligious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the organization, the Illinois Local Labor Relations Board may establish an approved list of charitable organizations to one of which such payment shall be made.
  
- E. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to Local 399 shall be done electronically. Local 399 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to Local 399. Local 399 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

SECTION 4. WAGES

The District will pay an hourly rate of wages to the employees covered by this Agreement as specified below. During the term of the Agreement, the Union will not request the District to pay more than the hourly rate specified and the District will not pay less than the hourly rate specified.

Hourly rates of wages in effect for dates specified:

<u>POSITION CLASSIFICATION</u>	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	2.0% Effective <u>07/01/17</u>	2.0% Effective <u>07/01/18</u>	2.25% Effective OR <u>07/01/19*</u>	2.0% Effective <u>07/01/19*</u>
Operating Engineer I	\$48.80	\$49.78	\$50.90	\$50.78
Operating Engineer II	\$50.56	\$51.57	\$52.73	\$52.60

\*Employees in the job classifications included in this agreement shall receive a 2.0% wage increase on July 1, 2017, a 2.0% wage increase on July 1, 2018, and a 2.25% wage increase on July 1, 2019. However, if any legislation is enacted between January 1, 2018 and July 1, 2019 which would have a negative effect on the District's aggregate tax levy, the wage increase for 2019 shall be 2.0%.

SECTION 5. WORK WEEK

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

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

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

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

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

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

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

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

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

- A. For some positions the work week shall consist of five continuous days of eight hours each, beginning on Monday and ending on Friday. The seven-day period for payroll purposes for non-shift employees shall commence at 12:01 a.m. each Monday morning and end at 12:00 midnight each Sunday evening. Employees unable to report for work must notify their immediate supervisor not later than one-half hour after starting time of their inability to report for work.

- B. For shift positions requiring a seven-day continuous operation, the work week will consist of a non-rotating shift schedule with rotating days off as described in the Non-Rotating Shift Schedule in Appendix I.

The seven-day period for payroll purposes for shift employees shall commence at 10:30 p.m. each Sunday evening. All employees required to work on continuous seven-day service shall make their reliefs at 6:30 a.m., 2:30 p.m., and 10:30 p.m. Shift employees unable to report for work must notify the shift supervisor or the shift supervisor's designee on duty of their inability to report not less than one (1) hour before the start of their shift, except in emergencies beyond the employees' control which the circumstances at the time can alone determine.

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

- C. In those shift positions in which continuous seven (7) day service is required, Saturdays and Sundays shall be considered regular working days.
- D. Non-shift employees will have a normal workday which begins at 7:00 a.m. and ends at 3:30 p.m., unless otherwise stated in this Agreement. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise. Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch.
- E. For employees working on shift, no mealtime will be allowed as part of the eight (8) hour shift, but lunch may be eaten at their work stations when and if conditions permit.
- F. All employees shall report to their work stations in working clothes. Any employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.
- G. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.
- H. No shift employee is subject to work more than two (2) shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen (16) hours.

Shift positions may be left unmanned if the designated employee is absent. It will be the responsibility of the plant Chief Operating Engineer or the Assistant Chief Operating Engineer, or in their absence, their designee, to determine whether the position may be safely left unmanned based on operational needs which the circumstances at the time alone can determine.

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

Effective after the signing of this agreement, in the event that a grievance is filed due to a position being left unmanned under this provision, such grievance shall be escalated to Step III of the grievance procedure. If two separate grievances are filed during the term of this agreement involving two distinct dates for the same position because it was not staffed and leaving it unstaffed caused an unsafe condition to occur, and if the grievances are both upheld, then the position that was subject to the grievance shall be staffed in the future. This position shall be staffed until such position is no longer budgeted or the duties of that position have changed due to operational or other needs.

### SECTION 6. OVERTIME

- A. All hours worked over 40 in a continuous seven-day period as specified in Section 5 of this Agreement will be compensated at 1-1/2 times the hourly rate in effect for each classification. All hours worked in excess of 8 hours per day shall be compensated at 1-1/2 times the hourly rate in effect for each classification.

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

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

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

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

- B. No overtime credit will be allowed for travel time for scheduled overtime. No overtime will be allowed for travel time that is an extension of a working day continuing after quitting time. Overtime credit will be allowed for travel time for employees called in at the direction of management or their designee for unscheduled overtime which precedes the employee's regular starting time. Employees working such unscheduled overtime shall receive one hour of travel time to the overtime assignment at the rate of one and one-half times the hourly rate.

- C. If an employee is called to report for work at an unscheduled time at the direction of management or their designee and which requires an extra trip, he/she shall be compensated at the rate of 1-1/2 times the hourly rate for each hour worked with a minimum of four (4) hours. The minimum credit of four hours includes travel time. Employees working unscheduled overtime at the direction of management or their designee which requires an extra trip shall receive one hour of travel time to the unscheduled overtime assignment and one hour of travel time returning home from the unscheduled overtime assignment at the rate of 1-1/2 times the hourly rate. Where employees have access to a time clock, employees must clock in and clock out when working unscheduled overtime.

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

- D. Employees working a double shift will not be allowed to leave the plant grounds for supper; food delivery services should be used whenever possible.
- E. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted provided the approval of the supervisor in charge is received in advance.
- F. Shift employees who actually work on holidays shall receive one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight (8) hours "holiday earned." All "holiday earned" time in excess of 100 hours must be used before the end of the next quarter. An employee who fails to request required "holiday earned" time off by the end of the next quarter will be assigned a date(s) upon which to take such time off.
- G. When an employee works a double shift on a scheduled holiday, such employee shall be compensated for his/her own shift and at one and one-half times the hourly rate for the second shift plus eight hours "holiday earned" time.

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

- H. A shift employee who does not report for his/her regular shift on a scheduled holiday, shall be coded "absent, no pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "holiday" provided he/she is able to substantiate upon return to work that he/she was, in fact, sick.
- I. In the event of a "short change over" (less than 12 hours between working shifts), overtime compensation will be paid at 1-1/2 times the hourly rate. When an employee is

assigned to work a “double shift,” such assignment will not result in a “short change over.”

- J. In the case where an employee is requested to report to the Main Office on his/her regular day off, he/she shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate for every one hour spent on District business.
- K. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.
- L. Employees who work overtime will have the option of substituting two (2) hours of compensatory time for the one and one half (1-1/2) times the hourly rate as overtime compensation if approved by the supervisor. The option will be made on the day the work is performed, and so coded on the daily timesheet. No change will be allowed following coding by the supervisor.

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

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

- M. If an employee is scheduled for overtime and required to report to the Main Office Complex to meet with the Law Department on the employee's regular day off or outside the employee's normal working hours, such employee will be compensated at the rate of 1-1/2 times the hourly rate for each hour traveled and time spent meeting with the Law Department.

#### SECTION 7. HOLIDAYS

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

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

- B. A holiday is one which is recognized regardless of the day of the week on which it falls. A holiday falling on a Saturday will be observed on the preceding Friday; one which falls on a Sunday will be observed on the following Monday. For shift employees scheduled to work on a holiday, the actual day of the holiday shall be coded as "holiday" for pay purposes. Shift employees who actually work on the holiday shall receive the following as holiday pay: one and one-half times the hourly rate for the hours worked as well as eight (8) hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited eight (8) hours "holiday earned" for that day. For shift employees, the Martin Luther King Day holiday will be observed on the third Monday in January, the President's Day holiday will be observed on the third Monday in February, the Memorial Day holiday will be observed on the last Monday in May, and the Labor Day holiday will be observed on the first Monday in September.
- C. Employees hired after June 30<sup>th</sup> in any calendar year will receive the third Optional Holiday the following January 1. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor.
- D. An employee not scheduled to work on a holiday is eligible for holiday pay, in accordance with the Agreement, provided the employee works or has an excused absence on the last regularly scheduled workday preceding and the first scheduled workday following the holiday. An excused absence is considered time-off-with-pay, but does not include ordinary or duty disability, FMLA absences without pay, or other leaves of absence without pay. Employees reinstated from ordinary or duty disability on the holiday will be eligible for holiday pay, provided it is their next scheduled work day.
- E. Any day declared by the Board of Commissioners to be a holiday not listed above shall automatically be considered a holiday under this Agreement. Shift employees who actually work on a holiday are entitled to holiday pay as described above.

#### ADDITIONAL HOLIDAY

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

For 2017, the additional holiday options are:

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

For 2018, the additional holiday options are:

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

For 2019, the additional holiday options are:

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

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

Shift employees will receive holiday pay for Christmas and New Year's Day in accordance with the holiday schedule above. Shift employees scheduled to work on the six designated days for that particular year, and who actually work on all six of those days designated are entitled to holiday pay (eight hours Holiday Earned and four hours Overtime Pay Straight Time) for one day only in accordance with past practice. If a shift employee has a regular day off on one or more of the designated days, and works as scheduled on the other designated days, the employee will earn eight hours of Holiday Earned for one day only. This eight hours of Holiday Earned would be received on the date that is given as the last choice of possible additional holidays. If a shift employee has an approved day off (vacation, holiday used, compensatory time, or optional holiday) on any of the designated days, that employee will be coded "Holiday," Code 0030, for a previously scheduled day off. The previously scheduled day off will be rescheduled for another date with the approval of the supervisor. Employees may not receive holiday pay or holiday earned for more than one day.

- F. A shift employee who schedules or calls in to request FMLA on a holiday shall be coded "FMLA Absence" and "Holiday" provided that such employee has been granted and is using FMLA leave in accordance with the Family and Medical Leave Act Directive in effect at the time the leave is being requested.

#### SECTION 8. VACATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employees must have completed the required years of service with the District before June 30 in order to qualify for the longer vacation within that calendar year. If the service anniversary date falls on or after July 1, eligibility for the longer vacation falls on the following January 1.

- B. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules shall be developed before January 31st of the vacation year. In choosing vacation periods, all employees covered by this Agreement will be considered as a single group at each work location for scheduling purposes. Vacations will be scheduled within each such work group. For vacation scheduling purposes, a single group of Operating Engineers I and Operating Engineers II will pick vacations based on their Operating Engineer I start date in class, with the following exception: employees without an Operating Engineer I start date in class will use the Operating Engineer II start date in class when picking vacations. Scheduling of vacation time that has been credited to any employee who has rendered service in accordance with paragraph H of this section will be done after scheduling of all vacation time that resulted only from District service. In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his/her vacation during any other time of the year that he/she may request, provided that it meets with the approval of his/her supervisor.
- C. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. In such cases vacation credit may be carried over to the following year with Department approval.

When the final week of the year begins in December of the current year but carries over into January of the following year, an employee may use current-year accrued vacation time in order to complete his/her one-week vacation pick (five days, Monday through Sunday) during the week that spans the current and following year. The use of vacation time in this way is subject to the provisions of Paragraph K. of this section, and prior supervisory approval.

- D. When an employee who has earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.
- E. When an authorized holiday falls within an employee's vacation period, he/she shall be paid for the holiday (Code 0030) and allowed to use the extra vacation day at a later date, with the approval of the immediate supervisor.
- F. Normally vacation time should be taken in periods of one (1) week (5 working days), at a minimum.
- G. New employees will earn a regular vacation of ten (10) working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten (10) working days in each calendar year during the first five years of service. A new employee may use half of the above vacation time (5 working days) after six (6) months of District service, provided such employee receives the approval of his/her immediate supervisor.
- H. Any employee who has rendered service as an employee to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

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

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

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

Employees returning to work from duty disability with an unused vacation balance that has been carried over from the previous year or an unused vacation balance accrued while on duty disability from the previous year shall be required to schedule their unused vacation balance immediately upon their return to work or use their unused vacation balance at the discretion of the Supervisor based on operational needs. This does not preclude an employee's right to request vacation carry over as provided in Paragraph C of this section.

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

#### SECTION 9. JURY DUTY

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

#### SECTION 10. BEREAVEMENT PAY

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

sisters of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

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

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

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

#### SECTION 11. PERSONAL LEAVE

Employees will, at their request, be granted a maximum of three (3) days for personal leave in any calendar year as long as they have accumulated sick leave credit at least in the amount of the personal leave time requested. Personal leave must be used in units of not less than one (1) day. However, with the approval of their supervisor, employees will be permitted to take personal leave in half-day (1/2) units. Beginning October 1, 1994, employees will be permitted, with the approval of their supervisor, to take personal leave in less than half-day (1/2) units. Personal leave shall not be accumulated from one calendar year to the next. Whenever possible, such leave shall be scheduled with the prior approval of the employee's supervisor, except that prior approval must be obtained for personal leave on a holiday, the workday preceding a holiday, vacation, compensatory time, or holiday used day, and/or the workday following a holiday, vacation, compensatory time, or holiday used day. While such leave shall not be considered sick leave, it will be charged against the employee's accumulated sick leave. However, if an employee can adequately document for supervisory approval an emergency on any one of the days listed above, personal leave will be allowed.

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

#### SECTION 12. SICK LEAVE

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

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

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

If the Board of Commissioners of the District orders modification of Work Rule 1.304 during the term of this Agreement, the terms of the new Work Rule will supersede the first two paragraphs of Section 12, Paragraph C.

- D. Employees reinstated to the District's service within one (1) year following resignation will be credited with any unused sick leave accumulated during prior service. Employees must have at least one (1) year's service following reinstatement before being entitled to such credit.
- E. If an employee has been absent, due to sickness, the immediate supervisor may require a Doctor's Certificate to verify the illness. Such requirement must be reasonable.

A doctor's certificate shall be defined as one on the doctor's or health care facility's note form or stationery and signed by a doctor or health care professional, and shall include the doctor's or health care professional's name, the patient's name, the date of the visit, the period of the illness, and the date the employee is expected to return to work.

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

#### G. ANNUAL SICK LEAVE PAYOUT

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

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

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

## SICK LEAVE PAYOUT AT SEPARATION

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

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

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

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

## SECTION 13. TERMINATION PAY

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

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

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

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

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

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

Employees hired after December 31, 2011, shall not be eligible for termination pay upon separation from District service.

#### SECTION 14. TRANSFERS IN SAME CLASS

These procedures will apply to all transfers between sections and between shifts within a section but specifically do not apply to work assignments within a shift or budgetary section, or to regular day positions.

- A. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for Transfer" form.
- B. The request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.
- C. Whenever a vacancy occurs, an attempt will be made to fill such vacancy by transfer at the request of a present employee. An employee on Ordinary Disability, Duty Disability, an unpaid Leave of Absence, or not otherwise actively at work will not be considered for

transfer. An employee on Ordinary Disability, Duty Disability or unpaid Leave of Absence with a valid transfer request will be considered for transfer if he/she has an established return to work date and the department has determined that the position can remain vacant until that established return to work date. Except as hereinafter provided, all such transfers will be made in accordance with seniority as defined in Section 15, unless, the employee has been suspended pending discharge. If the employee is reinstated following such suspension, the employee would not be eligible for transfer for twelve months following reinstatement. A reinstated employee in a # designated position may be involuntarily transferred if the work the employee was doing no longer exists.

- D. A probationary employee may submit a request for a transfer, but shall not normally be considered for actual transfer until after final completion of the probationary period.
- E. A provisional employee may submit a request for transfer that shall not normally be considered for actual transfer until similar requests from employees with civil service status and probationary civil service employees have been satisfied.
- F. Unless otherwise stated in this section, any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- G. The Human Resources Department will establish suitable rosters of all requests for transfer into, and out of, each section. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

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

After an official electronic format for transfers has been implemented and operating for six months, the District will notify the Union by mail that it will no longer publish a quarterly transfer roster.

- H. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until the request is satisfied, or the employee submits a written authorization to withdraw the requests.
- I. Effective July 1, 1998, there will be no transfer waivers. The most senior employee with a valid transfer request will be transferred in accordance with Section 14, Paragraph C.
- J. Processing Transfer Requests and Withdrawals

A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate

supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is received and entered, and 5.) a copy of the form(s) indicating that the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire, if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

#### Time Limits for Withdrawals

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

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

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

- K. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.
- L. Once a position has been determined to be an ultimate vacancy, and a requisition has been generated to fill the position, and signed by the Director of Human Resources, no transfer requests will be honored to that position. A signed copy of the requisition will be provided to the Union upon request.
- M. If a vacancy occurs that the District desires to fill, the District will attempt to fill that vacancy as soon as possible in accordance with the District's Personnel Rules.

Additionally, upon request, the District and Union will meet and discuss the filling of any vacancy.

If said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2" or "(AC)" where the employee's job duties are no longer required will occur. If an employee returned to work from ordinary disability or a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the employee in the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2" or "AC".

- N. Employees subject to involuntary transfer because of positions designated "#1", "#2", "(AC)" or "108" in their budgetary section will be considered involuntarily transferred when the employee is transferred to a position where there was no transfer request on file for that employee to transfer to that position. Such employee will not be subject to the six month waiting provision in Section 14, Paragraph K for the purpose of any transfer.

Any involuntarily transferred employee as described above may submit a transfer request immediately for a position to return to the location and shift the employee was transferred from and the 30 day and six month restrictions as provided in Section 14, Paragraphs F and K respectively, will not apply. The involuntarily transferred employee who has submitted a transfer request will be the first employee eligible for such transfer to return to the location and shift the employee was transferred from for a period of eighteen months from the effective date of the involuntary transfer.

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

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

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

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

- Administrative Procedure 10.27.0, Rules for Employee Conduct

- Administrative Procedure 10.40.0, Workplace Violence
- Administrative Procedure 10.5.0, Anti-Harassment, Anti-Discrimination, Anti-Retaliation Policies and Reporting Procedures

In these instances, the District will notify Local No. 399 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

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

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

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

#### SECTION 15. SENIORITY

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

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

- B. An employee who requests and is approved for a leave of absence to work for the subcontractor who will operate the 150 Dry Tons/Day Bio-Solids Processing Facility at the Stickney Water Reclamation Plant will retain his or her seniority at the time the employee left the District, provided the employee returns to work for the District directly from the Bio-Solids Processing Facility at the Stickney Water Reclamation Plant. The employee has to re-apply and must be approved for his or her continued leave of absence on an annual basis. If the employee chooses to return to the District, he or she will be assigned to an existing vacancy in the same classification. If no vacancy exists, the employee will be placed on the reemployment list, but shall not be subject to a civil service examination for the position which the employee had attained civil service status.

SECTION 16. AUTO, MEAL AND OTHER ALLOWANCES

- A. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated at the rate established as District policy by the Director of Finance/Clerk for all such miles. Travel claims are subject to audit.
- B. Any employee requested by the Plant, Section or Department Head to report to the Main Office or another District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.
- C. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$10.00 for meal compensation after completing the twelfth consecutive hour of work. Mealtime periods shall not exceed one (1) hour in time, when and if conditions permit.
- D. The District will reimburse employees for safety boots and safety glasses at a rate to be determined by the Risk Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

Effective January 1, 2018, the rate of reimbursement for safety shoes/boots purchased from the District contracted vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$125.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

## SECTION 17. INSURANCE

### A. Health Insurance

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

Effective January 1, 2018, costs for employees in the health maintenance organization (HMO) program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending August 31, 2017.

Effective January 1, 2019, costs for employees in the HMO will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending August 31, 2018.

Effective January 1, 2020, costs for employees in the HMO program will be based on thirteen percent (13%) of the actual cost for that program for a twelve month period ending August 31, 2019.

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

Effective January 1, 2019, costs for employees in the PPO will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending August 31, 2018.

Effective January 1, 2020, costs for employees in the PPO program will be based on fourteen percent (14%) of the actual cost for that program for a twelve month period ending August 31, 2019.

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

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

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

PPO

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

For employees in the PPO, the following will apply:

- The annual deductible will be \$350.00 per individual, the annual deductible for Employee + 1 will be \$700.00 and the maximum annual deductible per family will be \$1,050.00.
- Coinsurance will be 85% of eligible charges after the annual deductible has been met.
- A \$100.00 co-payment for the emergency room per visit will be required. The co-payment is waived if the patient is admitted from the emergency room.
- A Prescription Drug Step Therapy and Prior Authorization program will be utilized.
- The annual out-of-pocket expense limit is \$1,500.00 per individual, \$3,000.00 for Employee + 1 and a maximum of \$4,000.00 per family for in-network providers. The annual out-of-pocket expense limit is \$3,000.00 per individual, \$6,000.00 for Employee + 1 and a maximum of \$9,000.00 per family for out-of-network providers.
- Coverage for outpatient surgery will be as follows:

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

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

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

### **Wellness Benefit**

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

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

### **Preventative Care Services**

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

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

### **HMO**

For employees in the HMO, the following will apply:

- A \$20.00 co-payment for office visits will be required.
- The annual out-of-pocket expense limit is \$1,500.00 per individual and a maximum of \$3,000.00 per family.
- A \$100.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

For employees in the HMO, effective February 1, 2018, the following will apply:

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

Prescription Drug Coverage

Employees who are covered under either the PPO or HMO plan will receive prescription drug coverage according to the following schedule 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
Specialty	\$100.00

Mail Order

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

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

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

The annual out-of-pocket expense limit for prescription drugs is \$1,000.00 per individual, \$2,000.00 for Employee + 1 and a maximum of \$2,700.00 per family.

- b. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Union.
- c. Employees will have the choice of the preferred provider organization (PPO) program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.
- d. Where both husband and wife 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 or existing health care reform laws are changed which have an impact on the health care program provided in this Agreement, the District or the Union may request to reopen the Agreement for health insurance only by providing written notice to the other party within sixty (60) days of the effective date of such legislation and only with the mutual consent of both parties.
- f. Employees will be covered by a vision plan. Coverage will be determined by the employee's coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this agreement, the benefits from this plan will include the following:

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

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

#### B. Dental Insurance

- Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending August 31<sup>st</sup> of each year.
- For employees in the dental indemnity plan, the following will apply:
  - The annual deductible will be \$50.00 per covered member, \$150.00 maximum per family.
  - The annual benefit maximum will be \$2,500.00 per covered member.

- Coverage for the dental indemnity plan includes an orthodontics lifetime maximum benefit of \$1,000.00 per covered member for eligible dependents up to age 19. This orthodontics benefit is separate from the annual benefit maximum.

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

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

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

- Coverage for the dental indemnity plan includes an orthodontics lifetime maximum benefit of \$2,000.00 per covered member for eligible dependents up to age 19. This orthodontics benefit is separate from the annual benefit maximum.
- The District retains the right to select insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.
- Where both husband and wife or other family members eligible under one (1) family coverage are employed by the District, the District shall pay for only one (1) family or two (2) single dental contracts.

C. Life Insurance

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

D. Labor Management Committee on Health Care

The District and the unions representing District employees shall establish a “Labor Management Committee on Health Care.” The Committee shall consist of staff from the District’s Labor and Employee Relations Section, the Compensation and Benefits Section, including the District’s Compensation and Benefits Manager or his/her designee, the Risk Manager, and other District Representatives designated by the Labor Negotiator and representatives from each of the District’s bargaining units. The size and

composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

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

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

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

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

#### SECTION 18. GRIEVANCE PROCEDURE

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

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

Step I

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

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

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

Step II

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

- B. The Department Head or his/her designated representative will notify the employee in writing with a copy to the Union of his/her decision on Employee Problems Form Step II within seven (7) calendar days of receipt of the Step II form.

Step III

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

- B. Within fourteen (14) calendar days of receipt by the Director of Human Resources of the Employee Problems Form Step III, the Director of Human Resources or his/her designee shall meet with the Union in an attempt to resolve said grievance, and the Director of Human Resources or his/her designee shall reply in writing to the employee or the Union within seven (7) calendar days of said meeting.

- C. If a grievance is not settled in the third (3rd) step, either the Union or the District may notify the other in writing, within ten (10) days of the receipt of the Step III decision, that they request final and binding arbitration.

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

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

Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours, however every attempt will be made to schedule the hearing during the employee's regular work hours or in close proximity to the start or end of the employee's regular shift on a day the employee is scheduled to work.

Employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration meetings.

#### SECTION 19. FINAL AND BINDING ARBITRATION

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

1. The elimination or discontinuance of any job where the tasks being performed on the job are no longer necessary, or where the Board of Commissioners through the budget process eliminates or discontinues jobs.
2. The elimination or discontinuance of any job, except as provided in the Management Rights section.
3. Any Pension matter.

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

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from

this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The District and the Union will notify each other of the three names remaining on each list. The Director of Human Resources will then send a written request to each of the six named Arbitrators and ask him/her to serve on the Roster of Arbitrators. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. Payment of Arbitrator fees and expenses, including the cost of the transcription service, will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within 60 days of notice that a grievance is ready for arbitration and submit their decision within 60 days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators or later withdraws, the party which selected the Arbitrator will then contact other Arbitrators from the Roster of Arbitrators' list provided by the other party to obtain their agreement to be on the Roster of Arbitrators so that each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

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

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

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

## SECTION 20. NO STRIKE-NO LOCKOUT

- A. During the term of this Agreement, neither the Union nor its agents or any employee covered by this Agreement for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

- B. The Union agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Section, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees violating Section 20A to return to work.
- C. The District may discharge or discipline any employee who violates Section 20A and any employee who fails to carry out his/her responsibilities under Section 20B, and the Union will not resort to the Grievance Procedure on such employee's behalf.
- D. Union Action in Event of a Strike

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

1. Advise the District in writing that the strike or stoppage has not been called or sanctioned by the Union. Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown or other interference with the District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.
  2. Provide copies of the following notice on Union letterhead to be posted on bulletin boards in the Plant and other District facilities: "We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by the Union, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."
- E. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Section.

#### SECTION 21. MISCELLANEOUS

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

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

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

District job related courses sponsored by Local No. 399 are eligible for tuition reimbursement.

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

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

- B. Warning notices will be removed from an employee's personnel record after 12 consecutive months from the issuance of said warning notice upon his/her written request, provided the employee does not receive any other disciplinary action(s) during the 12 months.
- C. Any employee working in an acting capacity as an Operating Engineer for more than thirty consecutive calendar days shall be subject to the provisions of Section 3 of this Agreement. Such dues or fair share deductions shall then be retroactive to the first day of the acting assignment.
- D. If an employee is temporarily assigned to perform the work of a higher rate classification covered by the collective bargaining agreement for a period of one hour or greater, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel. Acting assignments to classifications not covered by the collective bargaining agreement need not be made on the basis of seniority.
- E. The District will grant military leave in accordance with Illinois State and Federal laws.
- F. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following will apply:

- 1. Full Day District Designated Facility Closure

- a) Non-shift employees who are instructed not to report for work shall receive payroll code 0017 – Employee Benefit for the workday.

- b) Non-shift employees who are not working due to a prescheduled paid day off will have their time sheet adjusted to reflect payroll code 0017 – Employee Benefit for the workday if work is not available to them due to their work location being closed.
- c) Non-shift employees who are directed to report to work when their work location is closed shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees will be coded 0017 – Employee Benefit for any regularly scheduled hours not worked during their scheduled workday.
- d) Shift employees who are scheduled to report to work and who are not able to report to work, or who are already off work on a prescheduled paid day off, will be allowed to use their own discretionary time to cover their absence.
- e) Shift employees who are scheduled to report to work and report for work shall receive their regular compensation in addition to payroll code 0026 – Holiday Earned for the number of hours worked equal to the paid time off received by non-shift employees in the bargaining unit at their assigned work location, up to a maximum of eight (8) hours holiday earned credit.
- f) Shift employees who are on a regular day off (payroll code 0048) or on a prescheduled paid day off and who are called in and report for work shall be compensated at 1-1/2 times their hourly rate for all hours worked. Such employees shall also receive payroll code 0026 – Holiday Earned for all hours worked up to a maximum of eight (8) hours holiday earned credit.
- g) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.
- h) Shift employees who are on a regular day off (payroll code 0048) will not receive payroll code (0026) Holiday Earned credit.
- i) Non-shift employees shall not be eligible for acting pay during a full day facility closure if they were not required to work during the closure.

## 2. Partial Day District Designated Facility Closure

- a) Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017 – Employee Benefit for the remaining hours of their workday.
- b) Non-shift employees who are off work on a pre-scheduled day off or who are not at work at the time when non-shift employees at their

assigned location are released early are not eligible to receive payroll code 0017 – Employee Benefit.

- c) Non-shift employees who are required to work for the remainder of their workday after the District has released other employees for early dismissal at their assigned work location shall be compensated at 1-1/2 times their hourly rate for all hours worked for the remainder of their regular workday.
- d) Shift employees who are directed to remain at work for the remainder of their shift after the District has released non-shift employees at their assigned location shall receive their regular compensation in addition to being credited with the number of Holiday Earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- e) Shift employees working their entire shift on that workday shall be credited with the number of holiday earned hours equal to the paid time off received by the non-shift employees in the bargaining unit.
- f) Shift employees working a double shift shall not receive more than 8 hours of holiday earned credit.
- g) Employees shall only be eligible for acting pay for the hours worked on a partial day facility closure.

G. A request to use holiday earned time that has been previously approved will not be rescinded within 72 hours of the scheduled time off, except to meet operational emergencies.

H. All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.

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

J. The District and the unions representing District employees shall establish a “Labor Management Committee on the Return to Work Program.” The Committee shall consist of staff from the District’s Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a

calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee Meetings.

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

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

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

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

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

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

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

## SECTION 22. SEPARABILITY AND NOTICE

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

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

shall be resolved. Nothing in this Agreement shall prohibit the District from taking steps to comply with the requirements of the Americans with Disabilities Act.

B. NOTICES

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

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

Notices sent by the District shall be mailed to the President of the International Union of Operating Engineers, Local No. 399, AFL-CIO. The District will notify the Union when any employees are hired or terminated in the classifications covered under this Agreement.

SECTION 23. AMENDMENTS AND ENTIRE AGREEMENT

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

SECTION 24. DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2017 and shall continue in full force and effect through June 30, 2020 and from year to year thereafter unless at least 60 days prior to June 30, 2020 or at least 60 days prior to June 30 of any year thereafter, notice is given in writing by 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.

- F. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement by 30 days prior to expiration of the current Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit their dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

#### SECTION 25. NON-DISCRIMINATION

Neither the District nor the Union will discriminate against any employee in the Bargaining Unit on the basis of an individual's race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, current military status, veteran or military discharge status, genetic information, or association with anyone with these characteristics, or any other legally protected characteristic in accordance with any current Federal or Illinois law.

Neither the District nor the Union shall retaliate against any employee in the Bargaining Unit for making, or attempting to make, a report, complaint or allegation of harassment or discrimination, or for participating in another individual's report, complaint or allegation of harassment or discrimination, or associating with someone who did so, or for otherwise opposing discrimination.

Neither the District nor the Union shall attempt to prevent an employee from participating in the above protected activities.

Allegations of harassment, discrimination, and retaliation shall not be pursued through the grievance procedure but shall be reported to the District's EEO Coordinator as required by Administrative Procedure 10.5.0, or to the appropriate State, County, or Federal agency.

#### SECTION 26. SAFETY

- A. The District shall provide a safe and healthful working environment for employees covered by this agreement in accordance with applicable federal and state occupational safety and health laws, and shall maintain in good and safe working condition all equipment necessary for the safe and proper performance of the job.

- B. The District agrees to hold periodic safety meetings attended by both employee and management representatives at which safety concerns may be raised and discussed.
- C. The parties agree and understand that if an employee is faced with unsafe working conditions, the employee is required to perform the task in question unless the employee's performance of an assigned task presents the strong likelihood of subjecting the employee or another person to imminent danger of death or serious injury. If the employee, with no reasonable alternative, refuses in good faith to perform that task and expose himself or herself to that dangerous condition, the employee will not be subject to discipline. In order to avoid discipline under this paragraph, the condition must be of such a nature that a reasonable person, under the circumstances, would conclude that there is a real, substantial, and imminent danger of death or serious injury. In addition, the employee must have sought through his or her supervisor and the District's Safety Department, and have been unable to obtain, correction of the situation before refusing to perform the task in question, except in an emergency situation.

This Agreement and its Schedules are made in duplicate, and each copy is an original copy.

Executed at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

For the International Union of Operating Engineers, Local No. 399, AFL-CIO:

\_\_\_\_\_  
Brian E. Hickey  
President/Business Manager

\_\_\_\_\_  
Thomas J. Keaty  
Vice President

\_\_\_\_\_  
Roger McGinty  
Business Representative

\_\_\_\_\_  
Vince Winters  
Recording Corresponding Secretary

For the Metropolitan Water Reclamation District of Greater Chicago:

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

Approved as to Form and Legality

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

\_\_\_\_\_  
Susan T. Morakalis  
General Counsel

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

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

\_\_\_\_\_  
Frank Avila  
Chairman Committee on Finance

\_\_\_\_\_  
Mariyana T. Spyropoulos  
Chairman Committee on Labor  
and Industrial Relations

APPROVED:

\_\_\_\_\_  
Mariyana T. Spyropoulos  
President Board of Commissioners

SCHEDULE A  
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2017)

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

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

B. Voluntary Treatment

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

C. Drug and Alcohol Testing

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

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

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

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

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

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

SCHEDULE B  
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2017)

FLEXIBLE SPENDING ACCOUNTS

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

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are irrevocable for a one-year-period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan year is from January 1<sup>st</sup> through December 31<sup>st</sup>. Employees may carry over up to a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (December 31<sup>st</sup>). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

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

Transportation Accounts (Mass Transit and Parking)

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

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

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

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

SCHEDULE C  
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2017)

TRAINEES

SECTION 1. PURPOSE

Pursuant to the District's apprenticeship program established by Section 4.13 of the Metropolitan Water Reclamation District Act ("MWRD Act") 70 ILCS 2605/4.13, the District and the Union are desirous of entering into an agreement for the employment and training of Engineer Trainees (hereinafter referred to as "Trainees") to assist in increasing female and minority representation in the Operating Engineer classification. This Agreement has been entered into for the purpose of recording agreement on wages, hours, and other terms and conditions of employment of Trainees employed in work within the traditional and historical work jurisdiction of the Operating Engineers under direction of Operating Engineers, Assistant Chief Engineers and Chief Engineers.

The District agrees to employ Trainees for the purpose of enabling said Trainees to learn and acquire the trade or craft and subject to the terms and conditions of the Collective Bargaining Agreement ("Agreement") between the District and the Union unless otherwise specified in this schedule. In accordance with Section 4.13 of the MWRD Act, Trainees shall not be included within the classified civil service. The District may terminate any Trainees for cause at any time during their employment and such termination shall be final and not subject to review.

SECTION 2. RELATION TO PRINCIPAL AGREEMENT

The District and the Union entered into an Agreement covering wages, hours, and other terms and conditions of employment of Operating Engineers for the period from July 1, 2017, through June 30, 2020, which is the principal Agreement which shall apply to Trainees unless there is a different and specific provision solely applicable to Trainees in this Agreement. Where such different and specific provisions solely applicable for Trainees are made herein, they shall govern. The District reserves the right to discontinue the Trainee program if sufficient funding is not available.

SECTION 3. SELECTION OF TRAINEES

The District agrees that all applications for employment as Trainees shall be referred from the Union Trainee Coordinator. The District shall select the candidates for employment using a lottery selection mechanism and any other method selected by the District in accordance with MWRD Act 70 ILCS 2605/4.13. The District reserves the right to use additional selection criteria to ensure Trainee candidates possess the necessary skills for the Trainee program.

SECTION 4. EMPLOYMENT AND TRAINING PERIOD

- A. The number of Trainees who may be employed shall be determined by agreement between the District and the Union. The District shall give advance written notice to the Union of its intent to engage Trainees.
- B. Trainees shall not be required to work a shift alone.
- C. In the event of a layoff or cut back in the number of employees in the bargaining unit, Trainee(s) will be eliminated first.
- D. The Operating Engineer Trainee Program is designed to train persons so that they qualify to become Operating Engineers. Ordinarily, three (3) years training is required for qualification, but in particular cases where the earlier full qualification of a Trainee is agreed to by the Union and the District, a shorter training period may be deemed sufficient. Each person who enters the Trainee Program shall attend the Local 399 school at their own expense for the full three (3) year period. Upon written request from the District, the Union shall provide the District with written verification of the Trainee's progress in and completion of such schooling. When employment in the Trainee program is terminated, Trainees shall have no guarantee of permanent employment in the Operating Engineer classification at the District. Permanent appointment to positions in the Operating Engineer classification shall be made in accordance with the MWRD Act (70 ILCS 2605/1 *et seq.*) and the District's Personnel Rules. Permanent appointments to the Operating Engineer classification shall be made from eligible lists. The eligible lists are established after a competitive civil service examination of the qualified candidates that apply to take the examination. Candidates are qualified to participate in the examination by meeting the minimum qualifications for the classification.
- E. The District may terminate any Trainees for cause at any time during their employment and such termination shall be final and not subject to review.

SECTION 5. WAGE RATES

The starting rate and job wage rates of trainees shall be:

First 12 months of service .....	\$17.25
Second 12 months of service .....	\$18.50
Third 12 months of service .....	\$19.75
Fourth 12 months of service .....	\$21.00

The District will notify the Union whenever the wages of a Trainee are adjusted.

SECTION 6. DURATION

The duration of this schedule shall be the same as Section 24 of the Agreement between the District and the Union.

APPENDIX I  
NON-ROTATING SHIFT SCHEDULE EFFECTIVE JANUARY 1, 1988  
(Rotating Days Off)

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