

Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611



Regular Board Meeting Consent Agenda - Final

Thursday, January 20, 2022

10:30 AM

Remote Meeting

Board of Commissioners

Commissioner Cameron Davis, Commissioner Kimberly Du Buclet, Chairman of Finance Marcelino Garcia, Vice-President Barbara J. McGowan, Commissioner Josina Morita, Commissioner Chakena D. Perry, Commissioner Eira L. Corral Sepúlveda, Commissioner Mariyana T. Spyropoulos, President Board of Commissioners Kari K. Steele

THE FOLLOWING PROCEDURES WILL GOVERN THE MEETING PROCESS:

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

Metropolitan Water Reclamation District of Greater Chicago

STANDING COMMITTEES

	<u>Chairman</u>	<u>Vice Chairman</u>
Affirmative Action	McGowan	Garcia
Budget & Employment	Morita	Du Buclet
Engineering	Steele	Morita
Ethics		Garcia
Federal Legislation	Du Buclet	Davis
Finance	Garcia	
Industrial Waste & Water Pollution		Corral Sepúlveda
Information Technology	Morita	Corral Sepúlveda
Judiciary	Spyropoulos	Garcia
Labor & Industrial Relations	Du Buclet	Spyropoulos
Maintenance & Operations	Morita	
Monitoring & Research		Morita
Municipalities	Corral Sepúlveda	Spyropoulos
Pension, Human Resources & Civil Service	Spyropoulos	Du Buclet
Public Health & Welfare	Davis	Corral Sepúlveda
Public Information & Education	Corral Sepúlveda	McGowan
Procurement	McGowan	Steele
Real Estate Development	Garcia	McGowan
State Legislation & Rules	Steele	Garcia
Stormwater Management	Davis	Du Buclet

2022 REGULAR BOARD MEETING SCHEDULE

January	6	20
February	3	17
March	3	17
April	7	21
May	5	19
June	2	16
July	14	
August	11	
September	1	15
October	6	20
November	3	17
December	6 (Annual Meeting)	
December	1	15

2022

January

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Call Meeting to Order**Roll Call****Approval of Previous Board Meeting Minutes****Public Comments****PUBLIC NOTICE**

Pursuant to Public Act 101-0640, the MWRD will hold its Board of Commissioners' Regular Board Meeting by video conference at 10:30 a.m. on Thursday, January 20. Only essential MWRD personnel will be allowed into the Board Room.

To view the meeting and public hearing and to comment, visit our website at <https://mwrld.legistar.com/calendar.aspx>. Public comments may be made during the public comment period by calling (312) 751-3299. Comments may also be made by registering under the eComment link during the live meeting. Electronic comments will not be read during the meeting but will be provided to the Board electronically. If you would like to view the live stream of the meeting, click the "In Progress" link under the Video Column. The "In Progress" link will only be active when there is a meeting in session.

Recess and Convene as Committee of the Whole**Committee of the Whole****Executive Session****Recess and Reconvene as Board of Commissioners****Motions, Ordinances and Resolutions****Memorial Resolution**

- 1 [22-0039](#) MEMORIAL RESOLUTION sponsored by the Board of Commissioners celebrating the life of Frank M. Zuccarelli

Resolution

- 2 [22-0050](#) RESOLUTION sponsored by the Board of Commissioners acknowledging the 130th anniversary of the International Brotherhood of Electrical Workers
- 3 [22-0061](#) RESOLUTION sponsored by the Board of Commissioners celebrating the legacy of Dr. Martin Luther King Jr.

Finance Committee

Report

- 4 [22-0037](#) Report on Cash Disbursements for the Month of December 2021, in the amount of \$27,312,162.44
Attachments: [December 2021 Cash Disbursements Summary](#)
- 5 [22-0064](#) Report on investments purchased during October 2021
Attachments: [Inv Purch 2021-10 att.pdf](#)
- 6 [22-0065](#) Report on investments purchased during November 2021
Attachments: [Inv Purch 2021-11 att.pdf](#)
- 7 [22-0066](#) Report on the investment interest income during October 2021
Attachments: [Inv Int Inc 2021-10 att.pdf](#)
- 8 [22-0068](#) Report on the investment interest income during November 2021
Attachments: [Inv Int Inc 2021-11 att.pdf](#)
- 9 [22-0069](#) Report to the Board of Commissioners on payment of restricted interest earnings in the amount of \$31,342.08 for the 2021 calendar year, pursuant to the terms of a Project Partnership Agreement with the United States Army Corps of Engineers approved by the Board on January 24, 2019

Authorization

- 10 [22-0070](#) Authority to Transfer up to \$6,700,000.00 from the Construction Working Cash Fund to Finance Construction Fund Operations of the District in the Year 2022, Pursuant to the Provisions of 70 ILCS 2605/9c
- 11 [22-0071](#) Authority to Transfer up to \$310,200,000.00 from the Corporate Working Cash Fund to Finance Corporate Fund Operations of the District in the Year 2022, Pursuant to the Provisions of 70 ILCS 2605/9b
- 12 [22-0072](#) Authority to Transfer up to \$55,000,000.00 from the Stormwater Management Working Cash Fund to Finance Stormwater Management Fund Operations of the District in the Year 2022, Pursuant to the Provisions of 70 ILCS 2605/9e

- 21 [22-0073](#) Issue purchase order to Xylem Water Solutions USA, Inc., to Furnish and Deliver two Flygt pumps and control panels to the Egan Water Reclamation Plant, in a total amount not to exceed \$50,640.16, Account 101-67000-634650, Requisition 1572783

Award Contract

- 22 [22-0062](#) Authority to award Contract 22-063-12, Furnish and Deliver V-Belts, Conveyor Belts, and Bearings (Re-Bid) to Various Locations for a One-Year Period, Groups A and C to Accent Bearings Co, Inc., in an amount not to exceed \$29,936.33; and Group B to Belcon Regis Group, Inc., in an amount not to exceed \$35,750.00, Account 101-20000-623270
Attachments: [Contract 22-063-12 Item Descriptions - Groups A, B and C.pdf](#)

Increase Purchase Order/Change Order

- 23 [22-0038](#) Authority to increase Contract 21-901-21, Rehabilitate One Electric Motor at the Stickney Water Reclamation Plant to Louis Allis, LLC, in an amount of \$131,295.24 from an amount of \$304,630.00 to an amount not to exceed \$435,925.24, Account 201-50000-645750, Purchase Order 5001827
- 24 [22-0043](#) Authority to increase purchase order and amend agreement with SimplexGrinnell L.P., aka Johnson Controls Fire Protection L.P., to Provide Maintenance and Repair Services for Fire Alarm Systems at the Stickney, Kirie, Hanover Park, O'Brien, and Egan Water Reclamation Plants, in an amount of \$20,096.68 from an amount of \$796,325.89 to an amount not to exceed \$816,422.57 Accounts 101-67000/69000-612780, Purchase Orders 3092013 and 3092014
Attachments: [Change Order Log - Purchase Orders 3092013 3092014.pdf](#)

Engineering Committee

Report

- 25 [22-0055](#) Report on change orders authorized and time extensions approved by the Director of Engineering during the month of December 2021
Attachments: [Attachment 1 CO Report December 2021 5% Contingency.pdf](#)
 [Attachment 2 CO Status Report December 2021.pdf](#)

Judiciary Committee

Report

- 26 [22-0081](#) Report on the Settlement of Workers' Compensation Claims and Miscellaneous Claims under \$10,000.00

Authorization

- 27 [22-0032](#) Authority to settle the Workers' Compensation Claim of Henry Lloyd vs. MWRDGC, Claim number 19WC027518, Illinois Workers' Compensation Commission (IWCC), in the sum of \$27,945.45, Account 901-30000-601090

Labor & Industrial Relations Committee**Authorization**

- 28 [22-0074](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Union of Operating Engineers, Local 399 (AFL-CIO)
Attachments: [Local 399 Agreement 2021-2024 FINAL.pdf](#)
- 29 [22-0075](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and SEIU Local 1, Firemen and Oilers Division
Attachments: [SEIU Local 1 Agreement 2021-2024 FINAL.pdf](#)
- 30 [22-0077](#) Authority to Approve the Agreement between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Electrical Instrumentation and Testing (AFL-CIO)
Attachments: [Local 9 EITM Agreement 2021-2024 FINAL.pdf](#)
- 31 [22-0078](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Electrical Operations (AFL-CIO)
Attachments: [Local 9 Electrical Operations Agreement 2021-2024 FINAL.pdf](#)
- 32 [22-0079](#) Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Motor Vehicle Dispatcher Group (AFL-CIO)
Attachments: [Local 9 Motor Vehicle Dispatcher Group Agreement 2021-2024 FINAL.pdf](#)

Maintenance & Operations Committee**Reports**

- 33 [22-0054](#) Report on change orders authorized and approved by the Director of Maintenance and Operations during the month of December 2021
Attachments: [R-98 Report December 2021.pdf](#)

Pension, Human Resources & Civil Service Committee

Report

- 34 [22-0083](#) 2021 Annual Report of the Civil Service Board
Attachments: [CSB Annual Report 2021 Final 011221.pdf](#)

Authorization

- 35 [22-0045](#) Authority to amend health insurance benefits for non-represented employees to include a health reimbursement arrangement effective January 1, 2022
- 36 [22-0046](#) Authority to amend health insurance benefits for non-represented employees and non-Medicare eligible retirees effective April 1, 2022
- 37 [22-0047](#) Authority to amend life insurance benefits for non-represented employees effective August 1, 2022

Real Estate Development Committee

Authorization

- 38 [22-0030](#) Authority to grant to the Village of Crestwood a 25-year non-exclusive easement to continue to construct, reconstruct, operate, maintain, repair, and remove a storm sewer located at Central Avenue and the Calumet-Sag Channel in the Village of Crestwood, Illinois, on Cal-Sag Channel Parcels 10.03 and 11.03. Consideration shall be a nominal fee of \$10.00
Attachments: [RE - Easement to Crestwood CSC 10.03 and 11.03 - Aerial.pdf](#)
- 39 [22-0031](#) Authority to settle the eminent domain lawsuit entitled *The Metropolitan Water Reclamation District of Greater Chicago v. RIPA, LLC, et al.*, Case No. 20L050195 in the Circuit Court of Cook County, Illinois, for final just compensation in the amount of \$210,000.00
Attachments: [RE - MWRD v RIPA 2- Parcel 272-273 - Aerial.pdf](#)
- 40 [22-0034](#) Authority to issue a five (5) year permit extension to Neighborspace to continue to use approximately 9,522 sq. ft. of District real estate located at 4741 Manor Avenue in Chicago, Illinois, commonly known as LaPointe Park for passive recreation, planting, and maintaining family allotment gardens. Consideration shall be a nominal fee of \$10.00
Attachments: [RE - Neighborspace Permit - LaPointe Park - Aerial.pdf](#)

- 41 [22-0051](#) Authority to issue a 5-year permit to the City of Des Plaines to continue to maintain a "Des Plaines" gateway sign located at the southeast corner of Oakton Street and Elmhurst Road on the site of the District's James C. Kirie Water Reclamation Plant, in Des Plaines, Illinois. Consideration shall be a nominal fee of \$10.00

Attachments: [RE - Permit to DesPlaines at Kirie - Aerial.pdf](#)

- 42 [22-0053](#) Authority to settle the eminent domain lawsuit entitled *The Metropolitan Water Reclamation District of Greater Chicago v. 3000 St. Charles Road, LLC, et al.*, Case No. 20L050013 in the Circuit Court of Cook County, Illinois, for final just compensation in the amount of \$326,250.00

Attachments: [RE - MWRD v 3000 St. Charles Road - Addison Creek Parcel 141 - Aerial.pdf](#)

Stormwater Management Committee

Report

- 43 [22-0060](#) Report on Green Infrastructure, Detention, and Compensatory Storage Volumes Required by the Watershed Management Ordinance

Attachments: [Quarterly Reporting 2021 Q4.pdf](#)

Authorization

- 44 [22-0056](#) Authority to amend the Intergovernmental Agreement with the City of Chicago for the construction, operation, and maintenance of an Eco Orchard in the Garfield Park area of Chicago (18-IGA-05)
- 45 [22-0057](#) Authority to enter into an Intergovernmental Agreement with and make payment to the Village of Calumet Park for the design, construction, operation, and maintenance of the South Throop Flood Relief Project, CSA (20-IGA-32) in an amount not to exceed \$750,000.00, Account 501-50000-612400, Requisition 1573124
- 46 [22-0058](#) Authority to enter into an Intergovernmental Agreement with and make payment to the Village of Lansing for the design, construction, operation, and maintenance of the Flanagan Subdivision: North Creek Flood Relief Project in Lansing, CSA (20-IGA-37) in an amount not to exceed \$1,600,000.00, Account 501-50000-612400, Requisition 1573583

Attachments: [8 - Lansing 2020 MWRD SW App - Prop Culvert Replacement Dwg.pdf](#)

- 47 [22-0059](#) Authority to negotiate a tri-party intergovernmental agreement with Northfield Township and Maine Township for the design, construction, operation, and maintenance of Contract 14-065-5F, Flood Control Project on Central Road from the Des Plaines River to Glenwood Lane, NSA
- Attachments: [09-19-2013 Board Letter Attachment - Conceptual Projects List.pdf](#)

Miscellaneous and New Business

Adjournment



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0039

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Miscellaneous & New Business

File Type: Memorial Resolution

Agenda Number: 1

RESOLUTION FOR BOARD MEETING OF JANUARY 20, 2022

MEMORIAL RESOLUTION sponsored by the Board of Commissioners celebrating the life of Frank M. Zuccarelli

WHEREAS, Frank M. Zuccarelli was a native of South Holland, Illinois. As a young man, he attended Thornridge High School in Dolton, Illinois. After completing his tour of duty in the United States Air Force as a medic, Mr. Zuccarelli enrolled in South Suburban College in South Holland (SSC), then known as Thornton Community College, in 1974. In 1976, he earned an Associate of Science degree and in 1978 he earned an Associate of Arts degree. He later attended Governor State University in University Park, Illinois, where he earned a bachelor degree; and

WHEREAS, in 1977, Mr. Zuccarelli began serving on the Thornton Township Youth Committee Board; and

WHEREAS, in 1978, Mr. Zuccarelli joined the Board of Trustees for SSC and in 1987 he became the Chairman. He served in this role until his death. During his tenure at SSC, Mr. Zuccarelli contributed to the SSC and the Illinois community college system becoming the third largest community college system in the United States; and

WHEREAS, in 1993, Mr. Zuccarelli became the Thornton Township Supervisor. One of his biggest passions in this role was overseeing public assistance programs to assist those in need, including the operation of a food pantry, hosting of events at the senior center, and the hiring of teenagers to work in his summer lawn mowing program. Mr. Zuccarelli served as Thornton Township Supervisor until his death; and

WHEREAS, in 2001, Mr. Zuccarelli was elected to serve as Democratic Committeeman for Thornton Township, the largest township in the State of Illinois. He likewise served in this capacity until his death; and

WHEREAS, Mr. Zuccarelli was devoted to equity, inclusion, and providing opportunities to higher education. He was dedicated to providing educational and career training through community college educational opportunities; and

WHEREAS, Mr. Zuccarelli was the recipient of numerous awards including: a Service award from the Illinois Community College Trustees Association; the War on Hunger and Quality Service Community Leader award from the Greater Chicago Food Depository; the Distinguished Service award from the Illinois Committee for Honest Government; and a three time recipient of the Supervisor of the Year award from the Township Officials of Illinois; and

WHEREAS, Frank M. Zuccarelli advocated passionately for the south suburban community for nearly forty-four years. He is widely appreciated for his unwavering dedication and his willingness to give second chances. He exuded passion for his work and his community and left no doubt that his commitment was genuine; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, on behalf of ourselves and our staff, do hereby extend our condolences to the family of Frank M. Zuccarelli; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the permanent Record of Proceedings of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago and that a copy of same, suitably engrossed, be presented to the family of Frank M. Zuccarelli.

Dated: January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0050

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Miscellaneous & New Business

File Type: Resolution

Agenda Number: 2

RESOLUTION FOR BOARD MEETING OF JANUARY 20, 2022

RESOLUTION sponsored by the Board of Commissioners acknowledging the 130th anniversary of the International Brotherhood of Electrical Workers

WHEREAS, on November 21, 1891, ten local union delegates representing 286 members met in St. Louis, Missouri to discuss formation of a national union of electrical workers. They named the newly founded organization the National Brotherhood of Electrical Workers; and

WHEREAS, in 1899, with the inclusion of Canadian electrical workers into the membership, the union changed its name to the International Brotherhood of Electrical Workers (IBEW); and

WHEREAS, having worked together for more than 100 years, the IBEW and the Metropolitan Water Reclamation District of Greater Chicago (District) have a well-respected partnership that has continued to thrive; and

WHEREAS, safe working environments are critical to preserving and improving our quality of life, and the District is committed to providing the greatest possible protection for all of its employees; and

WHEREAS, the membership of the IBEW has grown to approximately 775,000 workers since its creation in 1891. Throughout the years, the IBEW has successfully advocated for improved working conditions, equitable wages, and increased benefits for its members while simultaneously maintaining job security in this vital and dynamic sector of industry; and

WHEREAS, the District commends the progressive leadership of the IBEW and wishes it continued progress and prosperity; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, on behalf of ourselves and our staff, do hereby acknowledge the 130th anniversary of the International Brotherhood of Electrical Workers; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the permanent Record of Proceedings of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago and that a copy of same, suitably engrossed, be presented to the International Brotherhood of Electrical Workers.

Dated: January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0061

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Miscellaneous & New Business

File Type: Resolution

Agenda Number: 3

RESOLUTION FOR BOARD MEETING OF JANUARY 20, 2022

RESOLUTION sponsored by the Board of Commissioners celebrating the legacy of Dr. Martin Luther King Jr.

WHEREAS, Monday, January 17th was recognized throughout the United States as Dr. Martin Luther King Jr. day; and

WHEREAS, born Michael King Jr. on January 15, 1929, Dr. Martin Luther King Jr. lived to become one of the most widely recognized and well-respected civil rights advocate, prolific writer, and captivating leader that the world has ever known; and

WHEREAS, while growing up in the segregated south, Dr. King's parents emphasized the importance of education. Thus, after graduating from high school in 1944, Dr. King attended Morehouse College in Atlanta, Georgia, one of the few institutions of higher education that would admit black men. It was here, under the tutelage of Dr. Benjamin Mays that Dr. King decided to pursue a career in theology; and

WHEREAS, after graduating from Morehouse College in 1948, Dr. King attended Crozer Theological Seminary in Chester, Pennsylvania, where he was awarded with many honors based upon his stellar academic performance. He completed his course work in 1955 and was thereby presented with his doctorate degree; and

WHEREAS, on June 18, 1953, Dr. King married Coretta Scott in Marion, Alabama. Together, they had four children: Yolanda, Martin III, Dexter, and Bernice; and

WHEREAS, Dr. King's first celebrated act as a civil rights leader occurred on December 5, 1955 in Montgomery, Alabama where he worked with other leaders to mobilize the black community into orchestrating a 382 day boycott of the city's bus service due to the city's ordinance requiring segregated seating and that black passengers yield their seats to white passengers; and

WHEREAS, in 1957, utilizing the momentum that the bus boycott created, Dr. King, along with other notable black leaders, formed the Southern Christian Leadership Conference (SCLC), an organization whose mission was to coordinate civil rights activities in the South; and

WHEREAS, Dr. King continued to be an influence within the civil rights movement, leading the Birmingham Campaign on April 3, 1963, which broadcast his non-violent tactics and drew the ire of many supporters, both within the United States and abroad, as it displayed the sheer ugliness and brutality of segregation; and

WHEREAS, on August 28, 1963, Dr. King was the keynote speaker for the March on Washington, a large-scale protest designed to attract worldwide attention to the continued plight of blacks in the United States. It was at the March on Washington where Dr. King gave his renowned "I Have a Dream" speech, in which he spoke of his dream that black people would one day be treated equally in all facets of life; and

WHEREAS, among his many accolades, Dr. King was awarded the Spingarn Medal by the National Association for the Advancement of Colored People on June 28, 1957; awarded the Anisfield-Wolf Book Award for Non-fiction in 1959; named Person of the Year by Time magazine in 1963; awarded the Nobel Peace Prize on December 10, 1964 (the youngest man to receive the award); and awarded the Jawaharlal Nehru Award for International Understanding in 1966. Posthumously, he was awarded the Presidential Medal of Freedom on July 11, 1977; the Congressional Gold Medal in 2004; and he was inducted into the Grammy Hall of Fame in 2012 for his "I Have a Dream" speech; and

WHEREAS, on April 4, 1968, Dr. King was assassinated while on the balcony of the Lorraine Motel in Memphis, Tennessee; and

WHEREAS, during his time as a civil rights leader, Dr. King endured countless acts of violence against himself and his family as pro-segregationists sought to silence him and put an end to the civil rights movement; and

WHEREAS, while the events recounted herein are those for which Dr. King is most recognized, in no way does this fully represent Dr. King's contribution to the civil rights movement. The power of his message of civil rights continues to influence equal rights leaders today, as Dr. King is credited with inspiring many movements for varying groups of minority classes; and

WHEREAS, on November 3, 1983, President Ronald Reagan signed a bill declaring Dr. King's birthday a national holiday. While his actual birthday falls on January 15th, the third Monday of the month of January was designated as the day for recognition of his life and legacy. The first national celebration of Dr. Martin Luther King Jr. Day was in 1986; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, on behalf of ourselves and staff, do hereby celebrate the life, legacy, and innumerable contributions of Dr. Martin Luther King Jr.; and

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

Dated: January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago

Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0037

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Report

Agenda Number: 4

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on Cash Disbursements for the Month of December 2021, in the amount of \$27,312,162.44

Dear Sir:

Submitted herewith are the Cash Disbursements for the Month of December 2021.

Corporate Fund	\$18,480,075.08
Capital Improvement Bond Fund	3,316,278.51
All Other Funds	<u>5,515,808.85</u>
Total Disbursements	\$27,312,162.44

The Chairman of the Committee on Finance submits the following Cash Disbursements Report for acceptance by the Board of Commissioners. BMO Harris Bank checks as well as electronic vendor payments, both as referenced on Vendor Payment ledger, are included in the attached report.

Pursuant to 70 ILCS 2605 11.23, the Comptroller shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the Director of Procurement and Materials Management. The Comptroller shall report the results of such audits to the President and the Board of Commissioners. As a result, it is requested that the Board of Commissioners accept the Cash Disbursements Report and direct the Clerk to publish and file the report.

Respectfully Submitted, Andrew Dziadkowiec, Comptroller

Attachment

Metropolitan Water Reclamation District of Greater Chicago
M003 - Cash Disbursements - Summary
From 12/01/2021 to 12/31/2021

		Fund							
Year of Obligation	Method of Payment	101	201	401	501	901	P802	Total	
2021	Checks	\$ 7,301,241.05	\$ 33,832.33	\$ 581,704.76	\$ 1,512,276.81	\$ 0.00	\$ 0.00	\$ 9,429,054.95	
	Electronic Payments	11,178,834.03	1,084,412.05	2,734,573.75	2,690,151.26	195,136.40	0.00	17,883,107.49	
	Total - 2021	\$ 18,480,075.08	\$ 1,118,244.38	\$ 3,316,278.51	\$ 4,202,428.07	\$ 195,136.40	\$ 0.00	\$ 27,312,162.44	

**Metropolitan Water Reclamation District of Greater Chicago
M003 - Cash Disbursements - Checks
From 12/01/2021 to 12/31/2021**

Date	Vendor	Name	Description	Payment
12/03/21	5000076	A DISCOUNT LOCK CO.	Admin Bldg Annex Ops	\$ 517.00
12/01/21	5000094	ABATEMENT MATERIALS INC	Fibr Papr Insul Matl	1,174.40
12/01/21	5000100	ABBOTT RUBBER CO INC	Mech Repair Parts	962.24
12/01/21	6001750	ABEST SCALE CO INC	Repairs Buildings	2,480.00
12/01/21	5011924	ABT ELECTRONICS INC	Matls & Supl, N.O.C.	404.10
12/03/21	5013576	AECOM TECHNICAL SERVICES	Prof Eng Svc Cnst Pr	60,639.09
12/15/21	2016296	AHEAD OF OUR TIME PUBLISH	Subscripts Membrshps	500.00
12/15/21	6000770	ALLIED WASTE SERVICES #71	Waste Matl Disp Chgs	13,151.00
12/17/21	5013880	APPLIED HYDRAULICS CORP	Repairs Colet Facil	1,324.40
12/03/21	5009394	APPLIED INDUSTRIAL TECHNO	Plumb Access & Supl	157.09
12/01/21	5013954	AT & T CORP.	Communication Srvc	33,275.05
12/01/21	5013954	AT&T	Communication Srvc	234,830.98
12/01/21	5011186	ATLAS FIRST ACCESS LLC	Repairs Vehicle Eqpt	1,293.60
12/08/21	5000522	ATLAS LIFT TRUCK RENTAL &	Repair Matl Hndl Eqp	815.48
12/01/21	5013026	ATLAS STATIONERS INC	Matls & Supl, N.O.C.	1,567.00
12/13/21	5015543	ATLAS TOYOTA MATERIAL HAN	Matls & Supl, N.O.C.	1,084.25
12/15/21	5000569	B&B INSTRUMENT INC	Plumb Access & Supl	186.60
12/03/21	6000151	BECHSTEIN-KLATT, AKA	Waste Matl Disp Chgs	30,485.74
12/15/21	5014848	BEECHY BATTERY INC	Vehicle Parts & Supl	380.59
12/03/21	5012541	BEYOND COMPONENTS INC	Elec Parts and Supl	955.10
12/10/21	5007741	BLOOMBERG FINANCE LP	Subscripts Membrshps	7,020.00
12/03/21	5014302	BRANOM INSTRUMENT CO INC	Elec Parts and Supl	443.21
12/03/21	5015279	C'EST SI BON LTD	Contractual Srvc NOC	546.75
12/08/21	5012518	CANON SOLUTIONS AMERICA I	Computer Eqpt Maint	8,735.21
12/01/21	5015546	CARDNO, INC.	Pmts Prof Srvc	417.50
12/01/21	5007300	CARRIER CORPORATION	Comp Software Maint	99.00
12/08/21	5001077	CERTIFIED BALANCE & SCALE	Repair Test Lab Eqpt	1,958.00
12/20/21	5016184	CHICAGO FILTER SUPPLY INC	Mech Repair Parts	124.00
12/10/21	5015784	CHICAGO OFFICE PRODUCTS	Computer Supplies	109.92
12/01/21	5001162	CHICAGO TIRE INC	Vehicle Parts & Supl	375.00
12/01/21	5016433	CHICAGO TITLE COMPANY LLC	Pmts Prof Srvc	70.00
12/03/21	5016732	CITIZEN NEWSPAPER GROUP I	Advertising	1,133.57
12/10/21	2006352	CITY OF BLUE ISLAND	Water & Water Srvc	229.32
12/01/21	2015095	CITY OF CHICAGO	Pmts Prof Srvc	1,605.00
12/08/21	2006359	CITY OF CHICAGO DEPT OF W	Water & Water Srvc	47,897.92
12/01/21	2009147	CITY OF MARKHAM	Water & Water Srvc	44.33
12/03/21	5016130	CITY OF NORTHLAKE	Intrgvnrmtl Agreeemnt	45,135.00
12/20/21	5017187	CITY OF PARK RIDGE	Intrgvnrmtl Agreeemnt	475,000.00
12/03/21	5001207	CLARK DEVON HARDWARE	Build Grnd Matl Supl	5,778.80
12/13/21	5014776	CLARKE ENVIRONMENTAL MOSQ	Maint Grnds Pavement	9,600.00
12/15/21	5012716	COM2 RECYCLING SOLUTIONS	Safety Repairs Srvc	987.80
12/10/21	5005926	COMED	Electrical Energy	937,210.33
12/20/21	2012067	COMMONWEALTH EDISON CO.,	Contractual Srvc NOC	110,000.00
12/10/21	5015813	CONTROL SERVICES INC	Repairs Proc Facil	1,120.00
12/17/21	5015747	CONVEYALL INDUSTRIAL SUPP	Mech Repair Parts	1,221.74
12/01/21	2006425	COOK COUNTY RECORDER OF D	Contractual Srvc NOC	352.00
12/08/21	5016534	COOK COUNTY SHERIFF'S OFF	Contractual Srvc NOC	12,734.42
12/08/21	2006466	COOK COUNTY TREASURER	Right-of-Way Proprts	40,000.00
12/06/21	5013433	D&K TRUCK SAFETY LANE LLC	Test & Insp Srvc	80.00
12/20/21	5001561	DEANGELO BROTHERS LLC	Maint Grnds Pavement	3,425.36
12/01/21	5007658	DETECTION INSTRUMENTS COR	Repair Test Lab Eqpt	1,525.10
12/06/21	5009509	DISPOSALL WASTE SVCS LLC	Waste Matl Disp Chgs	676.50

Date	Vendor	Name	Description	Payment
12/10/21	5001492	DLT SOLUTIONS	Comp Software Maint	16,065.00
12/15/21	2016731	DYNEGY ENERGY SERVICES	Electrical Energy	2,008,136.20
12/22/21	5006867	EA ENGINEERING, SCIENCE &	Contractual Srvc NOC	4,500.00
12/01/21	5014407	ELISWORTH ADHESIVES SPECI	Matls & Supl, N.O.C.	1,399.60
12/08/21	5017866	ENCAP INC	Contractual Srvc NOC	9,052.00
12/10/21	5010892	ENVIRONMENTAL SYSTEM RESE	Comp Software Maint	436,000.00
12/03/21	5001976	FEDEX	Post Freight Chgs	324.82
12/22/21	5002231	GILSON INC	Repair Test Lab Eqpt	959.50
12/20/21	5002264	GORDON ELECTRIC SUPPLY IN	Elec Parts and Supl	3,500.00
12/17/21	2013304	GOVERNMENT FINANCE OFFICE	Subscripts Membrshps	65.00
12/20/21	5017925	HATCH LTD	Comp Software Maint	3,870.00
12/22/21	5002489	HEWLETT PACKARD ENTERPRIS	Computer Eqpt Maint	139,911.18
12/01/21	5016336	HORWOOD MARCUS & BERK CHA	Pmts Prof Svcs	8,812.50
12/03/21	2016199	INGREDION INCORPORATED	Rent Security Dep	9,167.00
12/20/21	2010798	IRIS N CORRAL	Pmts Prof Svcs	71.25
12/08/21	5017847	IWEMA EXCAVATING & CONTRA	Contractual Srvc NOC	9,950.00
12/06/21	6001191	J & L CONTRACTORS INC	Repair Waterwy Facil	158,946.12
12/01/21	5007670	JOHN CRANE INC	Mech Repair Parts	1,464.43
12/13/21	5017726	JOPLIN, RUTH ANN	Pmts Prof Svcs	4,000.00
12/01/21	5013136	KBR AUDIO VIDEO DESIGN IN	Repairs Buildings	2,125.00
12/15/21	5002058	KINGSCOTE CHEMICALS	Lab Supl Sm Eqpt Chm	362.76
12/17/21	5003063	L&S ELECTRIC INC	Repairs Proc Facil	12,098.00
12/06/21	5017885	LABORATORY CORPORATION OF	Medical Services	250.00
12/13/21	5017692	LEARNVIBE LLC	Tuition Training Pmt	20,925.00
12/08/21	6001755	LUSE ENVIRONMENTAL SERVIC	Safety Repairs Svcs	42,210.45
12/13/21	5003407	MATERIAL SYSTEMS INC	Tools and Supplies	2,515.00
12/15/21	5009498	MESIROW INSURANCE SERVICE	Insurance Premiums	1,351,939.00
12/22/21	5015753	MOBILE HEALTH & TESTING S	Medical Services	500.00
12/13/21	5003705	MORGAN BRONZE PRODUCTS IN	Metals	181.60
12/13/21	5013827	MORTON SALT INC	Build Grnd Matl Supl	3,544.86
12/13/21	5003737	MURRAY & TRETTEL INC	Pmts Prof Svcs	2,145.00
12/03/21	2013405	NACWA	Tuition Training Pmt	7,000.00
12/10/21	5010542	NETWORKFLEET	Repairs Vehicle Eqpt	3,724.70
12/01/21	2008990	NICOR GAS	Natural Gas	274,346.83
12/03/21	2018293	NORTH EAST BIOSOLIDS &	Contractual Srvc NOC	1,000.00
12/06/21	5017833	OAK HILL BRANDS CORP	Matls & Supl, N.O.C.	3,640.92
12/13/21	5017701	OLSEN SAFETY EQUIPMENT CO	Safety Medical Supl	3,059.98
12/13/21	5010303	OWALLACE LANDSCAPING INC	Maint Grnds Pavement	9,467.25
12/01/21	5007975	PDC LABORATORIES, INC	Contractual Srvc NOC	540.00
12/01/21	5014672	PEAK-RYZEX INC	Repair Test Lab Eqpt	2,220.00
12/01/21	2009116	PEOPLES GAS	Natural Gas	37,542.26
12/10/21	6000942	PER MAR SECURITY SERVICES	Contractual Srvc NOC	3,558.24
12/15/21	5011378	PERKINELMER HEALTH SCIENC	Lab Supl Sm Eqpt Chm	376.20
12/17/21	5004191	PHILLIPS AIR COMPRESSORS	Eqpt for Proc Facil	19,562.00
12/01/21	5016552	PK SUPPLIES INC	Build Grnd Matl Supl	2,792.20
12/17/21	5004320	PRINTED SYSTEMS	Lab Supl Sm Eqpt Chm	2,093.38
12/01/21	5016526	PRINTLAB	Reprographic Svcs	223.00
12/03/21	5013987	PROMARK ASSOC INC	Mech Repair Parts	1,091.00
12/10/21	5017301	PURE TECHNOLOGIES U.S. IN	Repairs Proc Facil	21,825.87
12/17/21	5004371	QT SIGN INC	Matls & Supl, N.O.C.	1,898.28
12/15/21	5015225	RADWELL INTERNATIONAL INC	Elec Parts and Supl	5,160.18
12/17/21	5009762	RITTER TECHNOLOGY INC	Mech Repair Parts	14,368.00
12/15/21	5017783	ROBVON BACKING RING CO IN	Plumb Access & Supl	500.88
12/20/21	2018504	ROSLYN R DAVIS	Pmts Prof Svcs	63.75
12/13/21	5015903	RR MULCH AND SOIL LLC, D/	Build Grnd Matl Supl	2,071.00

Date	Vendor	Name	Description	Payment
12/15/21	2008338	SECRETARY OF STATE	Motor Vehcl Opr Srvc	1,500.00
12/13/21	5004804	SEECO CONSULTANTS INC	Test & Insp Srvc	33,832.33
12/01/21	5004951	SHI INTERNATIONAL CORP	Computer Supplies	7,295.70
12/03/21	5005919	SICALCO LTD	Maint Grnds Pavement	2,205.79
12/17/21	5004891	SIGMA-ALDRICH INC	Lab Supl Sm Eqpt Chm	445.50
12/23/21	2018522	SILVINA MONTRUL	Pmts Prof Srvc	1,012.50
12/08/21	5007873	SKM SYSTEMS ANALYSIS INC	Comp Software Maint	6,568.20
12/13/21	5017406	SLG INNOVATION INC	Pmts Prof Srvc	10,494.00
12/08/21	5004942	SMITH-ROOT INC	Repairs Marine Eqpt	1,584.90
12/08/21	2009125	SPOON RIVER ELECTRIC CO-O	Electrical Energy	1,511.15
12/03/21	5013864	SPOON RIVER MECHANICAL SE	Repairs Buildings	411.97
12/03/21	2008533	STATE FIRE MARSHAL	Test & Insp Srvc	280.00
12/08/21	6000910	STEWART SPREADING INC	Waste Matl Disp Chgs	562,853.00
12/08/21	5012521	STRUCTUREPOINT LLC	Comp Software Maint	7,195.00
12/03/21	5014025	SUN-TIMES MEDIA LLC	Advertising	1,409.60
12/13/21	5011368	SYNECO SYSTEMS INC	Processing Chemicals	25,527.42
12/08/21	5016977	TECHNOLOGY MANAGEMENT REV	Communication Srvc	2,264.98
12/03/21	6001771	THE STONE GROUP INC	Admin Building Ops	8,050.00
12/15/21	5005915	THERMO ELECTRON NORTH AME	Lab Supl Sm Eqpt Chm	186.00
12/23/21	5005268	THERMO LABSYSTEMS, INC	Comp Software Maint	125,638.17
12/01/21	5016448	THERMOWORKS INC	Repair Test Lab Eqpt	1,898.00
12/15/21	5005954	THOMAS PUMP COMPANY, INC.	Mech Repair Parts	40.00
12/08/21	5016997	TIERPOINT LLC	Rental Charges	7,100.00
12/01/21	6001566	TRACK SERVICE INC	Repairs to Railroads	345,154.84
12/17/21	5013490	U S WATER CO LLC, D/B/A	Contractual Srvc NOC	700.70
12/15/21	2011549	UNIVERSITY OF IL AT CHICA	Contractual Srvc NOC	2,702.75
12/01/21	5007481	UNIVERSITY OF ILLINOIS	Prelim Eng Rpts Stds	26,872.35
12/01/21	5009063	VCG LTD	Wearing Apparel	145.00
12/03/21	5017039	VEGETATION SOLUTIONS LLC	Rental Charges	15,874.00
12/10/21	5009707	VERISON WIRELESS	Communication Srvc	207.30
12/13/21	2014191	VILLAGE OF WHEELING	SewrSrv Agmt SrvFee	892.71
12/01/21	2009117	VILLAGE OF ALSIP WATER DE	Water & Water Srvc	102.90
12/03/21	5017560	VILLAGE OF FOREST PARK	Intrgvnrmtl Agreemnt	124,283.04
12/15/21	2009188	VILLAGE OF FOREST VIEW -	Water & Water Srvc	290.70
12/10/21	2009106	VILLAGE OF HANOVER PARK	Water & Water Srvc	202.65
12/03/21	5016670	VILLAGE OF HARWOOD HEIGHT	Intrgvnrmtl Agreemnt	122,517.19
12/17/21	2009376	VILLAGE OF HAZEL CREST	Water & Water Srvc	25.00
12/08/21	2010133	VILLAGE OF MCCOOK WATER D	Water & Water Srvc	7,515.02
12/29/21	5016573	VILLAGE OF ROBBINS	Intrgvnrmtl Agreemnt	70,000.00
12/10/21	2008770	VILLAGE OF SCHAUMBURG	Water & Water Srvc	942.08
12/10/21	2008771	VILLAGE OF SKOKIE	Water & Water Srvc	54.99
12/15/21	5017917	VILLAGE OF WESTCHESTER	Intrgvnrmtl Agreemnt	321,086.31
12/03/21	2009309	VILLAGE OF WILMETTE	Water & Water Srvc	57.87
12/17/21	2009118	VILLAGE OF WORTH	Water & Water Srvc	27.07
12/08/21	6000795	VULCAN CONSTRUCTION MATER	Waterwy Facil Struct	521,065.67
12/20/21	5017868	WALL ENTERPRISE INC.	Tools and Supplies	1,329.00
12/22/21	5012963	WALTER PAYTON POWER EQUIP	Matl Handl Farm Eqpt	276,502.00
12/03/21	5005647	WASTE MANAGEMENT	Admin Building Ops	673.14
12/10/21	5005685	WEST GROUP	Books Maps & Chart	5,569.78
				\$ 9,429,054.95

**Metropolitan Water Reclamation District of Greater Chicago
M003 - Cash Disbursements - ACH
From 12/01/2021 to 12/31/2021**

Date	Vendor	Name	Description	Payment
12/10/21	5015966	72 HOUR LLC D/B/A	Vehicle Equipment	\$ 208,402.80
12/08/21	5014707	AARGUS PLASTICS INC	Cleaning Supplies	12,086.93
12/08/21	5015150	ACACIA FINANCIAL GROUP IN	Pmts Prof Svcs	1,375.00
12/15/21	5017388	ACCELERATED TECHNOLOGY	Computer Software	6,590.63
12/27/21	5000108	ACCENT BEARINGS CO INC	Mech Repair Parts	8,607.83
12/02/21	5000113	ACCREDITED LOCK & DOOR HA	Hardware	4,582.49
12/10/21	5016053	ACRES ENTERPRISES INC	Maint Grnds Pavement	2,998.50
12/16/21	5000153	ADDISON BUILDING MATERIAL	Build Grnd Matl Supl	431.39
12/01/21	5014712	ADVANCE SAFETY EQUIPMENT	Elec Parts and Supl	1,564.98
12/01/21	5000181	AETNA TRUCK PARTS INC	Vehicle Parts & Supl	4,006.78
12/17/21	5000184	AFFILIATED STEAM EQUIPMEN	Mech Repair Parts	16,160.00
12/08/21	5016284	AGATHOS LABORATORIES	Lab Supl Sm Eqpt Chm	1,303.20
12/09/21	5005967	AGILENT TECHNOLOGIES, INC	Computer Software	131,574.89
12/10/21	5010067	AL WARREN OIL CO INC	Lubricants	21,728.40
12/01/21	5005841	ALEXANDER CHEMICAL CORP	Processing Chemicals	121,562.67
12/02/21	5015438	ALFA LAVAL INC	Repairs Proc Facil	449,544.59
12/17/21	5010156	ALLIED VALVE INC	Test & Insp Svcs	4,626.00
12/02/21	5015940	ALS GROUP USA CORPORATION	Prelim Eng Rpts Stds	2,344.00
12/01/21	5016796	ALSCO INC	Contractual Srvc NOC	504.49
12/01/21	5013669	AMERICAN GASES CORP	Gases	24,125.63
12/17/21	5016187	AMERICAN POWERNET MANAGEM	Pmts Prof Svcs	12,400.00
12/14/21	5014434	AMERICAN REPROGRAPHICS CO	Ofc Supl Eqpt Furn	77.64
12/17/21	5009808	AMERICAN SURVEYING & ENGI	Prelim Eng Rpts Stds	40,227.24
12/02/21	5015306	AMERICAN WELDING & GAS IN	Gases	4,726.65
12/08/21	5009875	AUSTIN VOICE NEWSPAPER	Advertising	2,195.00
12/10/21	6001635	AUTUMN CONSTRUCTION SERVI	Preservation Buildings	676,781.76
12/07/21	5000546	AVALON PETROLEUM COMPANY	Fuel	37,056.24
12/07/21	5013650	B & H FOTO & ELECTRONICS	Computer Supplies	3,203.53
12/08/21	5011898	B2B COMPUTER PRODUCTS	Computer Supplies	6,995.09
12/21/21	5012172	BARNES & THORNBURG LLP	Pmts Prof Svcs	1,275.00
12/03/21	5014070	BAXTER & WOODMAN INC	Prelim Eng Rpts Stds	122,387.39
12/27/21	5000660	BEARING DISTRIBUTORS INC	Mech Repair Parts	4,792.64
12/15/21	5000662	BEARINGS & INDUSTRIAL SUP	Mech Repair Parts	4,603.50
12/17/21	5016767	BENEFITFOCUS.COM INC	Comp Software Maint	1,675.28
12/15/21	5015802	BIRD LADDER & EQUIPMENT C	Tools and Supplies	1,046.62
12/08/21	5000746	BLACK & VEATCH CORPORATIO	Pmts Prof Svcs	60,917.81
12/13/21	2006098	BLUE CROSS BLUE SHIELD	Dental Ins Ded	3,072,499.87
12/21/21	2015560	BMO	P-Card Purchases	35,267.53
12/23/21	5016015	BOARD OF EDUCATION CITY O	Intrgvnrmtl Agreeemnt	991,775.08
12/27/21	6001575	BROADWAY ELECTRIC INC	Repairs Proc Facil	70,000.00
12/02/21	6000345	BUILDERS CHICAGO CORPORAT	Repairs Buildings	17,674.46
12/01/21	5000880	BUSHNELL INC	Plumb Access & Supl	530.13
12/07/21	6001690	C&J MOWING AND FENCING LL	Maint Grnds Pavement	17,192.25
12/15/21	5011666	CAPP USA	Elec Parts and Supl	1,032.00
12/14/21	5016965	CAREERBUILDER EMPLOYMENT	Pmts Prof Svcs	292.00
12/08/21	5016274	CDM SMITH INC	Prelim Eng Rpts Stds	25,200.84
12/01/21	5001304	CDW GOVERNMENT LLC	Comp Software Maint	324,868.01
12/02/21	5016817	CENTRAL ZONE LOGISTICS, D	Post Freight Chgs	1,428.00
12/10/21	5016297	CHARD SNYDER & ASSOCIATES	Pmts Prof Svcs	4,168.50
12/07/21	5005855	CHICAGO CHAIN & TRANSMISS	Mech Repair Parts	554.48
12/16/21	5001158	CHICAGO SPENCE TOOL & RUB	Lubricants	2,097.00
12/03/21	5014661	CHICAGOLAND PEST SERVICES	Maint Grnds Pavement	1,953.00

Date	Vendor	Name	Description	Payment
12/07/21	5016135	CHISUPPLY CO	Mech Repair Parts	3,049.00
12/03/21	5000873	CHRISTOPHER B BURKE ENGIN	Pmts Prof Srvc	21,642.17
12/10/21	5014205	CICERO MFG & SUPPLY CO IN	Cleaning Supplies	1,930.68
12/13/21	5015967	CITY OF CHICAGO, DEPARTME	Intrgvnrmtl Agreemnt	60,142.17
12/01/21	5014694	COHNREZNICK LLP	Pmts Prof Srvc	6,770.00
12/03/21	5001260	COLUMBIA PIPE & SUPPLY CO	Plumb Access & Supl	4,568.60
12/01/21	5001274	COMMERCIAL TIRE SERVICE I	Repairs Vehicle Eqpt	1,724.50
12/17/21	5015811	CONNOR-WINFIELD CORPORATI	Repairs Colet Facil	7,900.00
12/27/21	5016139	CONSOLIDATED PRINTING COM	Reprographic Srvc	254.00
12/17/21	5001435	CRESCENT ELECTRIC SUPPLY	Elec Parts and Supl	1,518.60
12/01/21	5001472	CUSTOM APPLIANCE, D/B/A H	Matls & Supl, N.O.C.	1,994.00
12/02/21	2006523	DARANY ASSOCIATES, INC.	Pmts Prof Srvc	5,328.00
12/10/21	5006104	DAVIDS & CO, CLARENCE	Contractual Srvc NOC	2,058.00
12/20/21	5009968	DENNIS NOBLE & ASSOCIATES	Pmts Prof Srvc	10,590.06
12/08/21	5011598	DONOHUE & ASSOCIATES INC	Prof Eng Svc Cnst Pr	45,918.63
12/13/21	5001694	DRYDON EQUIPMENT INC	Mech Repair Parts	23,722.37
12/01/21	6001375	ECO-CLEAN MAINTENANCE INC	Contractual Srvc NOC	66,191.08
12/01/21	5008671	EMERSON PROCESS MANAGEMEN	Repairs Proc Facil	211,324.50
12/16/21	5011980	ENFOTECH & CONSULTING INC	Computer Software	24,700.00
12/07/21	5015318	ENVIRONMENTAL OPERATING	Processing Chemicals	24,930.44
12/21/21	5001881	ENVIRONMENTAL RESOURCE	Lab Supl Sm Eqpt Chm	865.20
12/01/21	5015653	ENVIROTECH SERVICES INC	Processing Chemicals	19,807.50
12/13/21	5017550	ES OPCO USA LLC	Processing Chemicals	344.84
12/10/21	5015105	EVOQUA WATER TECHNOLOGIES	Processing Chemicals	10,282.16
12/01/21	5002027	FISHER SCIENTIFIC COMPANY	Lab Supl Sm Eqpt Chm	21,259.12
12/17/21	5002038	FLOOD BROS DISPOSAL COMPA	Waste Matl Disp Chgs	6,881.12
12/20/21	5006175	FLOOD TESTING LABORATORIE	Test & Insp Srvc	10,814.54
12/02/21	5002042	FLOW-TECHNICS INC	Mech Repair Parts	17,678.96
12/17/21	5006176	FOX RIVER WATER RECLAMATI	Intrgvnrmtl Agreemnt	457,966.97
12/14/21	5012532	FRANK H. GILL CO.	Vehicle Equipment	53,720.61
12/27/21	5002112	FULLMER LOCKSMITH SERVICE	Repairs Buildings	1,926.84
12/07/21	5011291	GARDNER DENVER NASH LLC	Mech Repair Parts	33,962.70
12/13/21	5002184	GASVODA & ASSOCIATES INC	Elec Parts and Supl	1,967.00
12/09/21	5014146	GEORGE E BOOTH CO INC	Processing Chemicals	432.44
12/10/21	5002210	GEOSYNTEC CONSULTANTS INC	Prelim Eng Rpts Stds	87,304.76
12/21/21	2015797	GLENN R POLLOWAY	Pmts Prof Srvc	63.75
12/03/21	5002244	GLOBAL EQUIPMENT COMPANY	Tools and Supplies	1,411.15
12/21/21	6001710	GLOBAL INFRASTRUCTURE LLC	Contractual Srvc NOC	3,740.16
12/15/21	5009163	GLOBAL WATER TECHNOLOGY I	Repair Waterwy Facil	11,716.00
12/02/21	5015113	GOBEECH LLC	Elec Parts and Supl	309.00
12/07/21	5002261	GOODING RUBBER CO	Plumb Access & Supl	3,025.00
12/02/21	2006886	GORDIAN GROUP, INC	Repairs Buildings	11,542.24
12/01/21	6000220	GOSIA CARTAGE LTD	Waste Matl Disp Chgs	288,923.08
12/17/21	5014212	GRANICUS INC	Comp Software Maint	15,862.31
12/01/21	5002291	GRAYBAR ELECTRIC COMPANY	Safety Medical Supl	17,876.29
12/15/21	5002314	GREELEY & HANSEN LLC	Pmts Prof Srvc	8,244.54
12/07/21	5002364	HACH COMPANY	Elec Parts and Supl	4,420.04
12/10/21	5012576	HEARTLAND BANK AND TRUST	Pmts Prof Srvc	15,147.15
12/01/21	5002467	HELSEL-JEPPERSON ELECTRIC	Elec Parts and Supl	6,919.47
12/01/21	5012095	HEY & ASSOCIATES INC	Pmts Prof Srvc	1,900.85
12/07/21	5012608	HILTI INC	Tools and Supplies	2,875.43
12/13/21	2006938	HMO ILLINOIS INC	Med Ins Prem-DrctPay	763,080.44
12/03/21	5014567	HOLT & ASSOCIATES, COLETT	Pmts Prof Srvc	17,075.00
12/01/21	5002552	HORIZON TECHNOLOGY INC	Lab Supl Sm Eqpt Chm	76.25
12/09/21	5017216	HOYA OPTICAL LABS OF AMER	Lab Supl Sm Eqpt Chm	1,030.00

Date	Vendor	Name	Description	Payment
12/02/21	5007672	HP INC, D/B/A HP COMPUTIN	Computer Supplies	44,771.60
12/15/21	5002572	HUFF & HUFF INC	Pmts Prof Svcs	14,038.11
12/09/21	5009337	HY-TEST SAFETY SHOE SVC	Safety Medical Supl	130.50
12/23/21	5002632	IDEXX LABORATORIES INC	Lab Supl Sm Eqpt Chm	2,403.67
12/17/21	6000054	IHC CONSTRUCTION COMPANIE	Preservation Collectn Fcl	1,925,413.69
12/15/21	5006049	IL COMMUNICATIONS SALES I	Communications Supl	1,350.00
12/07/21	5016316	ILLINOIS ALARM SERVICE IN	Test & Insp Svcs	216.00
12/13/21	5007632	IMAGING ESSENTIALS INC	Repair Ofc Furn Eqpt	206.16
12/01/21	6000002	INDEPENDENT MECHANICAL	Repairs Proc Facil	769,335.74
12/17/21	6001190	INDEPENDENT RECYCLING SER	Waste Matl Disp Chgs	39,819.00
12/13/21	5012694	INDUSTRIAL AIR POWER LLC	Mech Repair Parts	2,137.51
12/10/21	5013288	INDUSTRIAL CONTROLS	Plumb Access & Supl	418.58
12/27/21	5013813	INTERWORLD HWY LLC	Lab Supl Sm Eqpt Chm	1,285.56
12/01/21	5004906	J P SIMONS & CO	Plumb Access & Supl	17,865.86
12/02/21	5002832	JACKS RENTAL INC	Repairs Marine Eqpt	361.66
12/17/21	5017221	JACOBS ENGINEERING GROUP	Prelim Eng Rpts Stds	1,454.97
12/21/21	6001695	JAMERSON & BAUWENS ELECTR	Repairs Proc Facil	2,241.46
12/27/21	5015482	JC LICHT LLC	Paint Solv Rltd Matl	321.75
12/07/21	6001321	JK-CO LLC	Repairs to Railroads	155,277.93
12/14/21	5004710	JOHN SAKASH CO INC	Safety Repairs Svcs	1,626.72
12/02/21	6001675	JOHNSON CONTROLS FIRE PRO	Safety Repairs Svcs	13,205.00
12/21/21	5016138	JOHNSON CONTROLS INC	Repairs Buildings	1,746.00
12/03/21	5002883	JOHNSON PIPE & SUPPLY COR	Plumb Access & Supl	1,819.50
12/13/21	2013920	JOSEPH T GATRELL	Pmts Prof Svcs	127.50
12/02/21	5015527	K.L.F. ENTERPRISES INC	Build Grnd Matl Supl	104,919.10
12/09/21	5009029	KEMIRA WATER SOLUTIONS IN	Processing Chemicals	48,955.20
12/14/21	5011432	KOFAX INC	Comp Software Maint	31,922.94
12/09/21	5003649	KONICA MINOLTA BUSINESS S	Rental Charges	4,587.17
12/07/21	5003168	LAI LTD	Elec Parts and Supl	57,361.00
12/17/21	6001651	LAKE COUNTY GRADING CO LL	Waterwy Facil Struct	7,996.87
12/02/21	5007190	LAWNDALE BILINGUAL NEWSPA	Advertising	2,122.40
12/02/21	5003159	LESMAN INSTRUMENT CO	Plumb Access & Supl	153.43
12/13/21	2007435	LEWIS, SEBRENA A	Pmts Prof Svcs	127.50
12/23/21	2018521	LISBETH O SWAIN	Pmts Prof Svcs	1,200.00
12/02/21	5006021	LITTMANN INDUSTRIES INC	Plumb Access & Supl	6,191.59
12/15/21	5014781	LIZZETTE MEDINA & CO, DBA	Build Grnd Matl Supl	6,567.30
12/09/21	5015018	LOADSPRING SOLUTIONS INC	Comp Software Maint	5,778.00
12/02/21	5003365	MARINE SERVICES CORP	Repairs Marine Eqpt	5,287.70
12/02/21	6001650	MCDONAGH DEMOLITION INC	Proc Facil Struct	565,352.67
12/23/21	5005622	MCNISH CORPORATION	Repairs Proc Facil	1,837.84
12/02/21	5012165	MERCURY PARTNERS 90 BI IN	Mech Repair Parts	4,172.06
12/06/21	6001250	METROPOLITAN BIOSOLIDS MA	Sludge Disposal	1,451,576.56
12/03/21	5017084	METROPOLITAN LIFE INSURAN	Health Life Ins Prem	120,426.73
12/08/21	5006732	METTLER-TOLEDO RAININ LLC	Lab Supl Sm Eqpt Chm	1,277.64
12/21/21	5003279	MG SCIENTIFIC INC	Test and Lab Eqpt	5,263.92
12/16/21	5017245	MICRO MOTION INC	Elec Parts and Supl	1,000.00
12/15/21	6001383	MID-AMERICAN ELEVATOR COM	Repairs Colet Facil	5,460.00
12/02/21	5003624	MIELE INC	Repair Test Lab Eqpt	859.00
12/01/21	5003718	MOTION INDUSTRIES INC	Mech Repair Parts	19,935.23
12/14/21	5003764	NAK-MAN CORP	Metals	1,107.70
12/15/21	5003781	NATIONAL BUSINESS FURNITU	Ofc Supl Eqpt Furn	677.41
12/09/21	5014750	NATIONAL FIRE PROTECTION	Comp Software Maint	25,200.00
12/02/21	6000192	NATIONAL POWER RODDING CO	Test & Insp Svcs	375,023.85
12/06/21	5014053	NEHER ELECTRIC SUPPLY INC	Elec Parts and Supl	758.05
12/15/21	5003922	NUWAY DISPOSAL SVC INC	Waste Matl Disp Chgs	81.00

Date	Vendor	Name	Description	Payment
12/21/21	5011723	NYHAN BAMBRICK KINZIE & L	Pmts Prof Svcs	7,131.00
12/27/21	5011536	OBERLANDER ELECTRIC CO IN	Repairs Buildings	2,960.03
12/14/21	5016063	OCCUPATIONAL HEALTH CENTE	Medical Services	2,850.00
12/08/21	5008046	OHERRON COMPANY INC, RAY	Wearing Apparel	1,551.52
12/02/21	5017034	OK RAIL SIGNALS INC	Repairs to Railroads	179.50
12/10/21	5003973	OLEARYS CONTRACTORS EQUIP	Mech Repair Parts	141.64
12/14/21	5016384	OPENGOV INC	Comp Software Maint	105,000.00
12/14/21	6001276	OROS & BUSCH APPLICATION	Farming Services	188,325.00
12/02/21	5013349	OUI OUI ENTERPRISES LTD	Rental Charges	1,103.20
12/06/21	5016797	OVE WATER SERVICES INC	Water & Water Svcs	333.75
12/23/21	5013425	OZINGA CHICAGO RMC INC	Build Grnd Matl Supl	2,102.50
12/01/21	6001110	PARKWAY ELEVATORS INC	Repairs Colet Facil	63,222.62
12/16/21	6000942	PER MAR SECURITY AND RESE	Contractual Srvc NOC	2,767.52
12/02/21	5016540	PEST MANAGEMENT SERVICES	Admin Building Ops	400.00
12/02/21	5017253	PETROCHOICE	Lubricants	2,497.14
12/22/21	5009696	PETROLEUM TRADERS CORP	Fuel	10,959.24
12/06/21	2016310	PMA MANAGEMENT CORP	Employee Claims	137,795.33
12/10/21	5006956	POLYDYNE INC	Processing Chemicals	595,100.30
12/02/21	5006010	PRECISION CONTROL SYSTEMS	Repairs Buildings	2,167.20
12/03/21	5010365	PRODUCTION DISTRIBUTION C	Mech Repair Parts	132.30
12/02/21	5015122	PROVANTAGE LLC	Computer Supplies	4,078.00
12/08/21	5013214	PT CHICAGO LLC	Rental Charges	5,278.30
12/02/21	5015303	PUBLIC SAFETY DIRECT INC	Contractual Srvc NOC	450.00
12/08/21	5010510	PVS CHEMICAL SOLUTIONS IN	Processing Chemicals	12,014.57
12/09/21	5004383	QUIMEX INC	Lubricants	14,854.88
12/08/21	5008452	R S HUGHES COMPANY INC	Hardware	1,337.39
12/16/21	5015426	R-4 SERVICES LLC	Contractual Srvc NOC	2,756.13
12/17/21	6001660	RAUSCH INFRASTRUCTURE LLC	Preservation Waterway Fcl	211,978.64
12/08/21	5006221	RED SKY TECHNOLOGIES, INC	Comp Software Maint	100.00
12/01/21	5015386	ROBINSON ENGINEERING LTD	Prof Eng Svc Cnst Pr	21,049.49
12/14/21	5004603	RONCO INDUSTRIAL SUPPLY C	Tools and Supplies	11.74
12/02/21	5004610	ROOT BROS MFG & SUPPLY CO	Tools and Supplies	85.55
12/15/21	5004634	ROYAL PIPE & SUPPLY CO	Plumb Access & Supl	3,348.00
12/13/21	5004639	RUBINOS & MESIA ENGINEERS	Prof Eng Svc Cnst Pr	53,838.48
12/08/21	5012111	RUNCO OFFICE SUPPLY	Ofc Supl Eqpt Furn	239.26
12/03/21	5004649	RUSSO HARDWARE INC	Mech Repair Parts	521.55
12/10/21	5004702	SAF-T-GARD INTL	Wearing Apparel	1,637.65
12/07/21	5004670	SCP SCIENCE	Lab Supl Sm Eqpt Chm	3,059.00
12/27/21	5009503	SEAL ANALYTICAL INC	Test and Lab Eqpt	52,584.67
12/06/21	5015707	SERVICE SANITATION INC	Repairs Buildings	600.00
12/08/21	5003639	SID TOOL CO, D/B/A MSC IN	Tools and Supplies	2,565.47
12/08/21	5001070	SIEMENS INDUSTRY INC	Repairs Buildings	17,475.00
12/02/21	6000140	SIEVERT ELECTRIC SERVICE	Repairs Buildings	68,255.55
12/23/21	5008111	SKALAR INC	Lab Supl Sm Eqpt Chm	569.00
12/17/21	6001735	SOLLITT/SACHI JOINT VENTU	Proc Facil Struct	343,634.79
12/27/21	5011651	SPOON RIVER PEST CONTROL	Maint Grnds Pavement	150.00
12/09/21	5014071	STANTEC CONSULTING SERVIC	Prelim Eng Rpts Stds	65,672.27
12/01/21	5008593	STAPLES CONTRACT AND COMM	Ofc Supl Eqpt Furn	7,833.68
12/07/21	5011622	STRAND ASSOCIATES INC	Prelim Eng Rpts Stds	1,920.70
12/15/21	6000410	SUMIT CONSTRUCTION CO INC	Repairs Colet Facil	49,661.08
12/01/21	5004584	SUPER ROCO STEEL & TUBE L	Metals	519.37
12/15/21	6001705	SYNAGRO CENTRAL LLC	Waste Matl Disp Chgs	191,324.88
12/08/21	5016742	SYNC-POWER SERVICES INC	Repairs Proc Facil	600.00
12/06/21	5006616	TARTER FEED & FERTILIZER	Contractual Srvc NOC	4,433.60
12/16/21	5005236	TEE JAY SERVICE COMPANY I	Repairs Buildings	1,630.00

Date	Vendor	Name	Description	Payment
12/08/21	5016831	THOMAS SCIENTIFIC LLC	Lab Supl Sm Eqpt Chm	634.28
12/03/21	5015146	THOMPSON COBURN LLP	Pmts Prof Srvc	594.50
12/02/21	6001192	THORNTON EQUIPMENT SERVIC	Repair Waterwy Facil	25,691.52
12/08/21	5012432	TOTAL TEMPERATURE INSTRUM	Elec Parts and Supl	709.00
12/08/21	5014076	TOTAL WATER TREATMENT SYS	Lab Supl Sm Eqpt Chm	390.00
12/13/21	5012736	TRANSOFT SOLUTIONS INC	Comp Software Maint	2,967.50
12/08/21	5005383	TROXLER ELECTRONICS LABS	Test and Lab Eqpt	31,750.00
12/01/21	2017162	UNITED HEALTHCARE INSURAN	Retiree Medical Insurance	461,181.96
12/01/21	6001715	URT E&R TOWING INC	Vehicle Parts & Supl	44,558.39
12/02/21	5009209	US COMPLIANCE CENTERS INC	Wearing Apparel	4,375.31
12/03/21	5011696	V3 COMPANIES LTD, D/B/A V	Prelim Eng Rpts Stds	99,473.04
12/09/21	5012648	V3IT CONSULTING INC	Pmts Prof Srvc	4,260.00
12/02/21	5015911	VEGA AMERICAS INC	Elec Parts and Supl	1,691.20
12/16/21	5011836	VERITEXT CORP	Court Reporting Srvc	188.80
12/13/21	5011739	VISION SVC PLAN INSURANCE	Health Life Ins Prem	18,654.81
12/01/21	5002279	W W GRAINGER INC	Matls & Supl, N.O.C.	14,207.98
12/16/21	6001515	WALSH CONSTRUCTION COMPAN	Army Corps of Engineers S	3,633.67
12/08/21	5006766	WAREHOUSE DIRECT INC	Repairs, N.O.C.	1,644.44
12/16/21	5009774	WESCO DISTRIBUTION INC	Elec Parts and Supl	2,662.81
12/09/21	6000821	WESCO DISTRIBUTION INC, D	Elec Parts and Supl	576.25
12/09/21	5004262	WEST MARINE PRODUCTS	Tools and Supplies	1,185.71
12/02/21	5005695	WEST SIDE TRACTOR SALES C	Vehicle Parts & Supl	24,226.81
12/06/21	5014808	WORKFORCE SOFTWARE LLC	Pmts Prof Srvc	6,581.25
				\$ 17,883,107.49



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0064

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Report

Agenda Number: 5

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on investments purchased during October 2021

Dear Sir:

Attached is a report indicating the investments made in securities and overnight money market funds for the various District Funds during the month of October 2021.

During the month, 32 individual investments were made with a total par value of \$123,805,000.00 at an average annual yield of 0.06%. The interest income to maturity of these investments is \$60,488.95.

Additionally, 11 investments were made in Money Market Funds during the month, with a par value of \$60,066,963.52 at an average annual yield of 0.11%.

The fixed income market will be challenged for a prolonged period due to the health and economic crisis brought on by the COVID-19 virus. Exceptionally low investment yields are expected for a prolonged period. There is very little risk premium to be earned by extending maturities for uncollateralized investments, such as commercial paper, beyond a 60-day period. The District continues to purchase investments that meet the liquidity demand for debt service, payroll, and other operating expenditures. Investments purchased are based upon the best yield offered on the date of investment and the diversification requirements of the District's Investment Policy. Commercial Paper and High Yield Savings continue to provide the highest yields for short-term investment requirements.

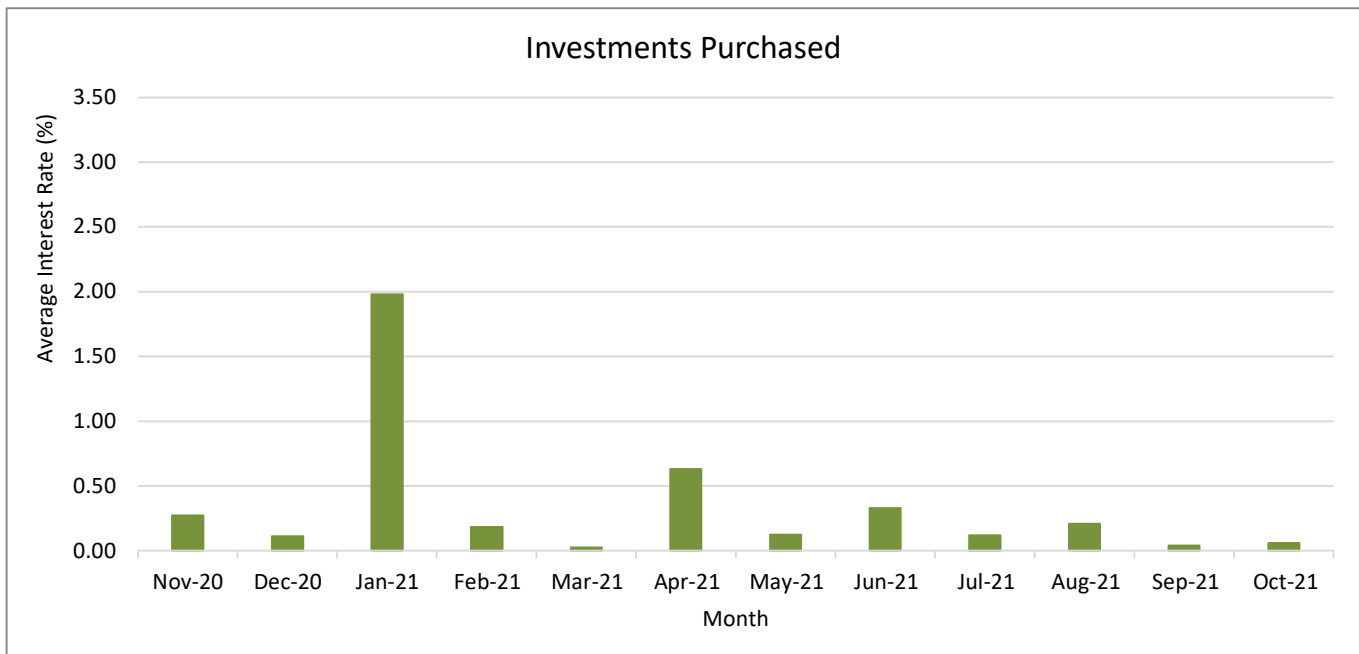
Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:sn

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Investments Purchased - Excluding Money Market
October 2021

Fund	Fund Name	Average Interest Rate (%)	Par Value	Cost	Count	Interest Income
101	Corp Fund - Regular	0.15	\$ 10,000,000	\$ 9,994,875	1	\$ 5,125
201	Constr Fund - Regular	0.04	10,000,600.00	10,000,006.91	1	593.09
307	16A SRF L174555	0.04	4,500,400.00	4,500,014.94	1	385.06
309	16C SRF L175367 Unl (Ln2)	0.04	1,500,100.00	1,499,971.66	1	128.34
30E	16G SRF L174708	0.04	497,900.00	497,857.40	1	42.6
314	14E SRF L173062	0.04	1,500,100.00	1,499,971.66	1	128.34
315	14F SRF L175342 Unl (Ln1)	0.04	2,000,200.00	2,000,028.87	1	171.13
320	09D SRF L174558	0.04	1,000,100.00	1,000,014.44	1	85.56
324	12D SRF L174988	0.03	1,000,100.00	1,000,044.16	1	55.84
326	12F SRF L174989	0.04	1,500,100.00	1,499,971.66	1	128.34
327	12G SRF L174923	0.04	1,000,100.00	1,000,014.44	1	85.56
329	12L SRF L175161	0.04	1,000,100.00	1,000,014.44	1	85.56
346	09A SRF L173074	0.03	1,500,100.00	1,500,016.24	1	83.76
352	07 C SRF L172770	0.03	1,700,100.00	1,700,005.08	1	94.92
357	09F SRF L174557	0.03	2,000,100.00	1,999,988.33	1	111.67
359	04H SRF L172849	0.04	1,500,100.00	1,499,971.66	1	128.34
360	Ser 01A SRF L172126	0.04	2,000,200.00	2,000,028.87	1	171.13
362	Ser 01B SRF L172127	0.04	2,000,200.00	2,000,028.87	1	171.13
363	Series 01C SRF L172128	0.04	1,500,100.00	1,499,971.66	1	128.34
365	04B SRF L172488	0.04	1,000,100.00	1,000,014.44	1	85.56
388	14A SRF L173076	0.04	1,500,100.00	1,499,971.66	1	128.34
389	Ser 97CC SRF L172031	0.04	1,000,100.00	1,000,014.44	1	85.56
397	Ser 94V SRF L171150	0.04	27,797,100.00	27,794,992.18	3	2,107.82
459	Rev Fd 3/93	0.03	15,000,800.00	14,999,962.46	1	837.54
501	Stormwater	0.04	26,001,100.00	25,999,289.50	3	1,810.50
701	Corporate Working Cash	0.62	3,805,000.00	3,805,000.00	3	47,529.92
TOTAL			\$ 123,805,000.00	\$ 123,792,040.97	32	\$ 60,488.95



METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

District Investments Purchased-Excluding Money Market for October 2021

<u>Broker/Bank</u>	<u>Par Value</u>	<u>Percentage</u>
BELMONT BANK	\$ 1,500,000	1.21%
BLAYLOCK VAN (MBE)*	50,000,000	40.39%
CASTLEOAK SECURITIES (MBE)*	35,000,000	28.27%
JP MORGAN SECURITIES	10,000,000	8.08%
LOOP CAPITAL MARKETS (MBE)*	2,305,000	1.86%
MULTI-BANK SECURITIES (VBE)*	25,000,000	20.19%
	\$ 123,805,000	100.00%

	<u>Par Value</u>	<u>Percentage</u>
MBE/WBE/VBE*	\$ 112,305,000	90.71%
OTHER	11,500,000	9.29%
	\$ 123,805,000	100.00%

*MBE/WBE/VBE: Minority/Woman/Veteran-owned Business Enterprise

Investments Purchased - Money Market Purchases

<u>Fund</u>	<u>Description</u>	<u>Par Value</u>	<u>Cost</u>
101	Money Market !	\$ 22,222.02	\$ 22,222.02
101	Money Market !	24.04	24.04
101	Money Market !	40,041,653.07	40,041,653.07
332	Money Market !	20,000,357.49	20,000,357.49
439	Money Market !	1,354.88	1,354.88
441	Money Market !	874.76	874.76
459	Money Market !	22.35	22.35
45A	Money Market !	382.77	382.77
501	Money Market !	22.73	22.73
701	Money Market !	26.75	26.75
901	Money Market !	22.66	22.66
	Grand Total	\$ 60,066,963.52	\$ 60,066,963.52

Market Interest Rates on Investment Purchases as of 10/31/2021

	1-Month	3-Month	6-Month	1-Year
U.S. Treasuries	0.06%	0.05%	0.07%	0.15%
Commercial Paper	0.08%	0.12%	0.18%	N/A*
Discount Notes	0.03%	0.04%	0.05%	0.09%
Illinois Funds	0.03%	0.03%	0.03%	0.03%
Illinois Trust (IIIT)	0.03%	0.03%	0.03%	0.03%
Associated MM	0.10%	0.10%	0.10%	0.10%
BMO Harris Bank	0.10%	0.10%	0.10%	0.10%



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0065

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Report

Agenda Number: 6

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on investments purchased during November 2021

Dear Sir:

Attached is a report indicating the investments made in securities and overnight money market funds for the various District Funds during the month of November 2021.

During the month, 12 individual investments were made with a total par value of \$32,470,000.00 at an average annual yield of 0.693%. The interest income to maturity of these investments is \$ \$745,175.01.

Additionally, 11 investments were made in Money Market Funds during the month, with a par value of \$52,527.95 at an average annual yield of 0.09%.

The fixed income market will be challenged for a prolonged period due to the health and economic crisis brought on by the COVID-19 virus. Exceptionally low investment yields are expected for a prolonged period. There is very little risk premium to be earned by extending maturities for uncollateralized investments, such as commercial paper, beyond a 60-day period. The District continues to purchase investments that meet the liquidity demand for debt service, payroll, and other operating expenditures. Investments purchased are based upon the best yield offered on the date of investment and the diversification requirements of the District's Investment Policy. Commercial Paper and High Yield Savings continue to provide the highest yields for short-term investment requirements.

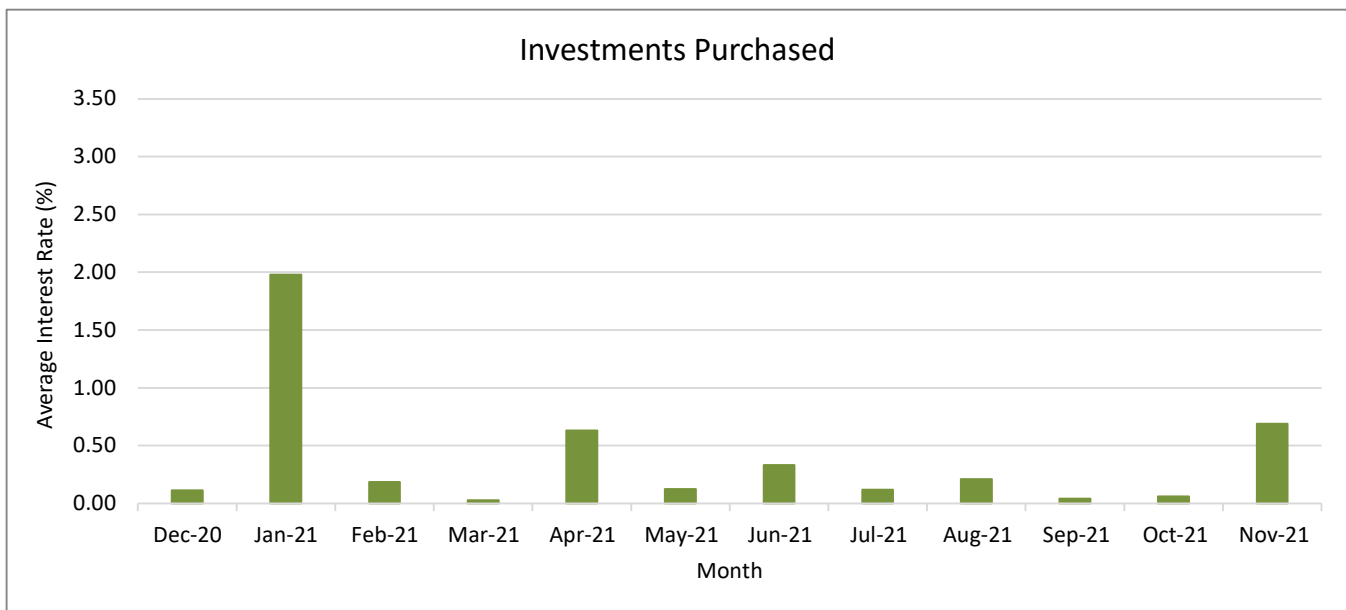
Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:sn

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Investments Purchased - Excluding Money Market
November 2021

Fund	Fund Name	Average Interest Rate (%)	Par Value	Cost	Count	Interest Income
101	Corp Fund - Regular	0.47	\$ 4,220,000	\$ 4,220,000	3	\$ 18,248
397	Ser 94V SRF L171150	0.10	10,000,000.00	10,000,000.00	1	944.45
459	Rev Fd 3/93	1.74	5,000,000.00	5,000,000.00	1	431,622.92
701	Corporate Working Cash	1.06	4,300,000.00	4,300,000.00	2	159,288.77
702	Construction Working Cash	0.95	3,200,000.00	3,200,000.00	2	84,537.86
705	Stormwater Working Cash	0.69	2,750,000.00	2,750,000.00	2	36,732.58
901	RCF - Regular	0.45	3,000,000.00	3,000,000.00	1	13,800.00
TOTAL			\$ 32,470,000.00	\$32,470,000.00	12	\$745,175.01



District Investments Purchased-Excluding Money Market for November 2021

<u>Broker/Bank</u>	<u>Par Value</u>	<u>Percentage</u>
ASSOCIATED BANK	\$ 10,000,000	30.80%
BELMONT BANK	3,000,000	9.24%
LOOP CAPITAL MARKETS (MBE)*	13,720,000	42.25%
RAYMOND JAMES AND ASSOCIATES	5,750,000	17.71%
	\$ 32,470,000	100.00%

	<u>Par Value</u>	<u>Percentage</u>
MBE/WBE/VBE*	\$ 13,720,000	42.25%
OTHER	18,750,000	57.75%
	\$ 32,470,000	100.00%

*MBE/WBE/VBE: Minority/Woman/Veteran-owned Business Enterprise

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**Investments Purchased - Money Market Purchases
November 2021**

Fund	Description	Par Value	Cost
101	Money Market Savings	\$ 11,991.30	\$ 11,991.30
101	Money Market Savings	27.82	27.82
101	Money Market Savings	37,834.89	37,834.89
332	Money Market Savings	36.14	36.14
439	Money Market Savings	1,311.34	1,311.34
441	Money Market Savings	846.65	846.65
459	Money Market Savings	25.87	25.87
45A	Money Market Savings	370.47	370.47
501	Money Market Savings	26.30	26.30
701	Money Market Savings	30.95	30.95
901	Money Market Savings	26.22	26.22
Grand Total		\$ 52,527.95	\$ 52,527.95

Market Interest Rates on Investment Purchases as of 11/30/2021

	1-Month	3-Month	6-Month	1-Year
U.S. Treasuries	0.11%	0.05%	0.10%	0.24%
Commercial Paper	0.09%	0.18%	0.26%	N/A*
Discount Notes	0.04%	0.04%	0.06%	0.06%
Illinois Funds	0.03%	0.03%	0.03%	0.03%
Illinois Trust (IIIT)	0.03%	0.03%	0.03%	0.03%
Associated MM	0.10%	0.10%	0.10%	0.10%
BMO Harris Bank	0.10%	0.10%	0.10%	0.10%

*Commercial Paper authorization limited to 270 days maturity.



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0066

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Report

Agenda Number: 7

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on the investment interest income during October 2021

Dear Sir:

Attached is a report of cash investment interest income received by the District for the month of October 2021 and a comparison of income for the same period in 2020.

The District's inventory of investments at October 31, 2021, consisted of 256 items having a total par value of \$832,291,924.54, an average annual yield of 0.435%, and total interest income to maturity of approximately \$10.0 million. Inventory figures at the same date in 2020 consisted of 238 items having a total par value of \$786,755,724.16, an average annual yield of 0.422%, and total interest income to maturity of approximately \$6.7 million.

Interest Forecast for 2022:

The federal funds rate range has been held at 0.00% to 0.25% since March 2021, but at its December 2021 meeting, the Federal Reserve ("Fed") indicated an interest in accelerating its plans to increase rates, due to projections of reaching maximum employment rates soon and concerns that high inflation is no longer transitory. The Fed is expected to raise the target range at its March 2022 meeting and perhaps twice more before the end of 2022, for a total increase of 0.50 to 0.75%.

Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:sn

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

INVESTMENT INTEREST INCOME
MONTH AND YEAR-TO-DATE
2021 vs 2020

MONTH OF OCTOBER			
FUND TITLE	2021	2020	INCREASE (DECREASE)
Corporate Fund	\$ 41,680.70	\$ 90,687.44	\$ (49,006.74)
Construction Fund	0.00	3,431.94	(3,431.94)
B & I Sinking Funds	357.49	7,386.28	(7,028.79)
Capital Improvement Bond Fund	13,840.78	157,336.36	(143,495.58)
Stormwater Fund	22.73	32,610.80	(32,588.07)
Working Cash Funds	175,748.65	104,182.00	71,566.65
Reserve Claim Fund	22.66	27,209.71	(27,187.05)
Total Investment Interest	\$ 231,673.01	\$ 422,844.53	\$ (191,171.52)

YEAR TO DATE			
FUND TITLE	2021	2020	INCREASE (DECREASE)
Corporate Fund	\$ 699,640.12	\$ 1,612,060.65	\$ (912,420.53)
Construction Fund	9,518.13	114,248.00	(104,729.87)
B & I Sinking Funds	48,110.78	744,514.85	(696,404.07)
Capital Improvement Bond Fund	911,680.66	2,440,277.66	(1,528,597.00)
Stormwater Fund	13,723.60	509,535.64	(495,812.04)
Working Cash Funds	860,713.27	1,599,234.91	(738,521.64)
Reserve Claim Fund	65,066.91	308,581.94	(243,515.03)
Total Investment Interest	\$ 2,608,453.47	\$ 7,328,453.65	\$ (4,720,000.18)



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0068

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Report

Agenda Number: 8

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report on the investment interest income during November 2021

Dear Sir:

Attached is a report of cash investment interest income received by the District for the month of November 2021 and a comparison of income for the same period in 2020.

The District's inventory of investments at November 30, 2021, consisted of 260 items having a total par value of \$832,374,039.77 an average annual yield of 0.429%, and total interest income to maturity of approximately \$10.7 million. Inventory figures at the same date in 2020 consisted of 236 items having a total par value of \$762,986,225.50, an average annual yield of 0.387%, and total interest income to maturity of approximately \$6.6 million.

Interest Forecast for 2022:

The federal funds rate range has been held at 0.00% to 0.25% since March 2021, but at its December 2021 meeting, the Federal Reserve ("Fed") indicated an interest in accelerating its plans to increase rates, due to projections of reaching maximum employment rates soon and concerns that high inflation is no longer transitory. The Fed is expected to raise the target range at its March 2022 meeting and perhaps twice more before the end of 2022, for a total increase of 0.50 to 0.75%.

Respectfully Submitted, Mary Ann Boyle, Treasurer, MAB:sn

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

INVESTMENT INTEREST INCOME
MONTH AND YEAR-TO-DATE
2021 vs 2020

MONTH OF
NOVEMBER

FUND TITLE	2021		2020		INCREASE (DECREASE)
Corporate Fund	139,054.21	\$	247,560.82	\$	(108,506.61)
Construction Fund	0.00		9,609.25		(9,609.25)
B & I Sinking Funds	5,063.96		4,301.34		762.62
Capital Improvement Bond Fund	304,747.65		49,359.15		255,388.50
Stormwater Fund	26.30		9,844.13		(9,817.83)
Working Cash Funds	168,783.69		34,147.22		134,636.47
Reserve Claim Fund	15,301.86		79,826.40		(64,524.54)
Total Investment Interest	632,977.67	\$	434,648.31	\$	198,329.36

YEAR TO DATE

FUND TITLE	2021		2020		INCREASE (DECREASE)
Corporate Fund	838,694.33	\$	1,859,621.47	\$	(1,020,927.14)
Construction Fund	9,518.13		123,857.25		(114,339.12)
B & I Sinking Funds	53,174.74		748,816.19		(695,641.45)
Capital Improvement Bond Fund	1,216,428.31		2,489,636.81		(1,273,208.50)
Stormwater Fund	13,749.90		519,379.77		(505,629.87)
Working Cash Funds	1,029,496.96		1,633,382.13		(603,885.17)
Reserve Claim Fund	80,368.77		388,408.34		(308,039.57)
Total Investment Interest	3,241,431.14	\$	7,763,101.96	\$	(4,521,670.82)



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0069

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Report

Agenda Number: 9

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Report to the Board of Commissioners on payment of restricted interest earnings in the amount of \$31,342.08 for the 2021 calendar year, pursuant to the terms of a Project Partnership Agreement with the United States Army Corps of Engineers approved by the Board on January 24, 2019

Dear Sir:

On January 24, 2019, the Board of Commissioners authorized the District to enter into a Project Partnership Agreement (PPA) with the Department of the Army, represented by the United States Army Corps of Engineers (Corps), allowing for the completion of the design and construction of remaining elements of the McCook Reservoir Stage 2, Project 73-161-2H. The PPA agreement specifies a project cost contribution of 25 percent by the District with the Corps providing the remaining funds.

On February 11, 2019, the District received a lump sum deposit of \$33,820,000, representing the Corps' future cost contribution to the project. The PPA agreement requires the District to place the advance payment into a restricted interest-bearing bank account and to remit the interest earnings annually to the Department of Health and Human Services. Interest earnings up to \$500 per year may be retained by the District for administrative expenses. Any additional interest earned must be remitted annually using an electronic medium through Automated Clearing House (ACH).

Based on the foregoing, payment of restricted interest earnings in the amount of \$31,342.08 (net of the \$500 administrative fee) for the 2021 calendar year will be made in accordance with applicable sections of the PPA.

Requested, Mary Ann Boyle, Treasurer, MAB:sn
 Recommended, Brian A. Perkovich, Executive Director
 Respectfully Submitted, Marcelino Garcia, Chairman Committee on Finance
 Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0070

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Agenda Item

Agenda Number: 10

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Authority to Transfer up to \$6,700,000.00 from the Construction Working Cash Fund to Finance Construction Fund Operations of the District in the Year 2022, Pursuant to the Provisions of 70 ILCS 2605/9c

Dear Sir:

It is necessary that the Board of Commissioners annually authorize the Treasurer to advance funds to the Construction Fund from the Construction Working Cash Fund up to the statutory maximum for the budget year. The Construction Fund operations are funded by Construction Working Cash Fund monies pending receipt of Taxes in the year following. Repayment will be made from the 2022 Construction Fund levy collection and any other available property tax and Personal Property Replacement Tax revenues.

The maximum statutory amount which can be advanced from the Construction Working Cash Fund to the Construction Fund for 2022 is computed as 100% of the 2022 Construction Fund Tax Levy:

2022 Construction Fund Tax Levy: \$7,000,000.00

95% of the statutory maximum borrowing authority will be sufficient to fund current year operations based upon prior District spending levels.

95% Borrowing Authorization: \$6,700,000.00

It is requested that, pursuant to the provisions of 70 ILCS 2605/9c, the Treasurer be authorized to transfer up to \$6,700,000.00 from the Construction Working Cash Fund to finance operations of the Construction Fund in 2022.

Requested, Mary Ann Boyle, Treasurer, MAB
Respectfully Submitted, Marcelino Garcia, Chairman Committee on Finance
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0071

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Agenda Item

Agenda Number: 11

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Authority to Transfer up to \$310,200,000.00 from the Corporate Working Cash Fund to Finance Corporate Fund Operations of the District in the Year 2022, Pursuant to the Provisions of 70 ILCS 2605/9b

Dear Sir:

It is necessary that the Board of Commissioners annually authorize the Treasurer to advance funds to the Corporate Fund from the Corporate Working Cash Fund up to the statutory maximum for the budget year. Corporate Fund operations are funded from Corporate Working Cash Fund monies pending the receipt of taxes in the year following. Repayment will be made from the 2022 Corporate Fund levy collection and any other available property tax and Personal Property Replacement Tax revenues.

The maximum statutory amount which can be advanced from the Corporate Working Cash Fund to the Corporate Fund for 2022 is computed as follows:

2022 Corporate Fund Tax Levy	\$284,500,000.00	
Revenue from Personal Property Replacement Tax		<u>42,000,000.00</u>
100% Statutory Borrowing Authority	\$326,500,000.00	

95% of the statutory maximum borrowing authority will be sufficient to fund current year operations based upon prior District spending levels.

95% Borrowing Authorization: \$310,200,000.00

It is requested that, pursuant to the provisions of 70 ILCS 2605/9b, the Treasurer be authorized to transfer up to \$310,200,000.00 from the Corporate Working Cash Fund as such funds are available to finance operations of the Corporate Fund in 2022.

Requested, Mary Ann Boyle, Treasurer, MAB
Respectfully Submitted, Marcelino Garcia, Chairman Committee on Finance
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0072

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Agenda Item

Agenda Number: 12

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Authority to Transfer up to \$55,000,000.00 from the Stormwater Management Working Cash Fund to Finance Stormwater Management Fund Operations of the District in the Year 2022, Pursuant to the Provisions of 70 ILCS 2605/9e

Dear Sir:

It is necessary that the Board of Commissioners annually authorize the Treasurer to advance funds to the Stormwater Management Fund from the Stormwater Management Working Cash Fund up to the statutory maximum for the budget year. The Stormwater Management Fund operations will be funded by Stormwater Management Working Cash Fund monies pending receipt of Taxes in the year following. Repayment will be made from the 2022 Stormwater Management Fund levy collection and any other available property tax and Personal Property Replacement Tax revenues.

The maximum statutory amount which can be advanced from the Stormwater Management Working Cash Fund to the Stormwater Management Fund for 2022 is computed as 100% of the 2022 Stormwater Management Fund tax levy:

2022 Stormwater Management Fund Tax Levy: \$57,926,000.00

95% of the statutory maximum borrowing authority will be sufficient to fund current year operations based upon prior District spending levels.

95% Borrowing Authorization: \$55,000,000.00

It is requested that, pursuant to the provisions of 70 ILCS 2605/9e, the Treasurer be authorized to transfer up to \$55,000,000.00 from the Stormwater Management Working Cash Fund to finance operations of the Stormwater Management Fund in 2022.

Requested, Mary Ann Boyle, Treasurer, MAB
Respectfully Submitted, Marcelino Garcia, Chairman Committee on Finance
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0082

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Finance Committee

File Type: Agenda Item

Agenda Number: 13

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON FINANCE

Mr. Brian A. Perkovich, Executive Director

Authority to Transfer \$5,000,000.00 from the Corporate Fund to the Metropolitan Water Reclamation District Retiree Health Care Trust (101-25000-601250)

Dear Sir:

The Retiree Health Care Trust Agreement provides the vehicle for advance funding of the District's retiree health care liability. The 2022 District Budget provides for \$5,000,000.00 of such funding to be made from the Corporate Fund. This \$5,000,000.00 advance funding contribution was approved by the Board of Commissioners at its meetings on December 9, 2021, and December 16, 2021.

Accordingly, it is requested that authority be granted by the Board of Commissioners to transfer \$5,000,000.00 from the Corporate Fund to the Metropolitan Water Reclamation District Retiree Health Care Trust.

Requested, Mary Ann Boyle, Treasurer, MAB

Respectfully Submitted, Marcelino Garcia, Chairman Committee on Finance

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0063

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Procurement Committee

File Type: Report

Agenda Number: 14

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Report on rejection of bids for Contract 21-988-11, Specialty Railroad Grade Crossing Signal System Services in the Stickney Service Area, estimated cost \$243,000.00

Dear Sir:

On June 3, 2021, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids Contract 21-988-11, Specialty Railroad Grade Crossing Signal System Services in the Stickney Service Area.

In response to a public advertisement of November 3, 2021, a bid opening was held on November 30, 2021. The bid tabulation for this contract is:

CLARK TRANSPORTATION CONSULTING & SERVICES LLC D/B/A BISON RAIL SYSTEM	*\$231,620.79
J A WATTS. INC.	\$287,848.60
RAILWORKS SIGNALS & COMMUNICATIONS, INC.	*\$594,711.09
*corrected total	

The Affirmative Action utilization goals applicable to the contract are 13% Minority Business Enterprise (MBE), 7% Women Business Enterprise (WBE), 10% Small Business Enterprise (SBE).

A review by the Diversity Administrator of the low bid submitted by Clark Transportation Consulting & Services LLC d/b/a Bison Rail System (Clark), revealed that they are not in compliance with the requirements of the Affirmative Action Ordinance Revised Appendix D. (Clark) requested a full waiver of the goals.

The Diversity Administrator indicates that (Clark) did not submit the necessary documentation to establish its good faith efforts under Section 12. Utilization Plan Submission (b), (e) and (e) (ii) of the Affirmative Action Ordinance Revised Appendix D and should not be granted a waiver. Therefore, their bid is considered non-responsive and rejected. The Director of Procurement and Materials Management has informed (Clark) of this action.

A review by the Diversity Administrator of the second low bidder submitted by J A Watts, Inc., revealed that they are not in compliance with the requirements of the Affirmative Action

Ordinance Revised Appendix D. J A Watts, Inc., offered 0% MBE, 61% WBE and 61% SBE participation using themselves and filed a waiver for the MBE goal.

The Diversity Administrator indicates that J A Watts, Inc. should not be granted the requested waiver because they did not demonstrate a good faith effort under Section 12. Utilization Plan Submission (b) and (e) (i). Therefore, their bid is considered non-responsive and rejected. The Director of Procurement and Materials Management has informed J A Watts, Inc. of this action.

The bid submitted by Railworks Signals & Communications, Inc., in the amount of \$594,711.09 is approximately 144% over the estimate and is considered too high to award. Therefore, the Director of Procurement and Materials Management has rejected this bid in the public's best interest and informed Railworks Signals & Communications, Inc. of this action.

The Maintenance and Operations Department will review the contract prior to re-advertisement.

Respectfully Submitted, Darlene A. LoCascio, Director of Procurement and Materials Management, DAL:SEB:bn



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0076

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Procurement Committee

File Type: Report

Agenda Number: 15

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Report of bid opening of Tuesday, January 11, 2022

Dear Sir:

Bids were received and opened on 1/11/2022 for the following contracts:

CONTRACT 14-111-5FR FLOOD CONTROL PROJECT ON 1ST AVENUE FROM
ROOSEVELT ROAD TO CERMAK ROAD, SSA (RE-BID)

LOCATION: STICKNEY, IL

ESTIMATE: \$5,952,358.00

GROUP: TOTAL

COPENHAVER CONSTRUCTION, INC.	\$6,707,036.92
RAUSCH INFRASTRUCTURE, LLC	\$9,577,000.00
JOEL KENNEDY CONSTRUCTING CORP.	\$9,655,160.00

PLANHOLDERS: 48

CONTRACT 21-672-11 FURNISHING AND DELIVERING TIRES FOR HEAVY EQUIPMENT TO
VARIOUS LOCATIONS

LOCATION: VARIOUS

ESTIMATE: \$200,000.00

GROUP: A

CHICAGO TIRE, INC.	\$138,220.18
--------------------	--------------

GROUP: B

NO BIDS RECEIVED

PLANHOLDERS: 8

CONTRACT 21-847-12 TRUCK HAULING OF LIQUID SLUDGE FROM THE LEMONT WATER
RECLAMATION PLANT (RE-BID)

LOCATION: LEMONT, IL

ESTIMATE: \$355,700.00

GROUP: TOTAL

ANTHEM EXCAVATING & DEMOLITION	\$348,600.00
SYNAGRO CENTRAL, LLC	\$377,650.00

File Number: 22-0076

GWO TRUCKING INC \$1,332,656.65

PLANHOLDERS: 11

CONTRACT 22-012-11 FURNISH AND DELIVER PAINT, BRUSHES, SOLVENTS AND STAINS TO VARIOUS LOCATIONS FOR A ONE (1) YEAR PERIOD

LOCATION: VARIOUS

ESTIMATE: \$38,000.00

GROUP: A

SHERWIN WILLIAMS COMPANY \$9,301.75

GROUP: B

SHERWIN WILLIAMS COMPANY \$23,353.86

PLANHOLDERS: 8

CONTRACT 22-104-13 FURNISH, DELIVER AND LAUNDER RENTAL LABORATORY COATS AND COVERALLS (RE-BID)

LOCATION: VARIOUS

ESTIMATE: \$25,700.00

GROUP: TOTAL

NO BIDS RECEIVED

PLANHOLDERS: 10

CONTRACT 22-625-11 DIVING SERVICES AT VARIOUS LOCATIONS

LOCATION: VARIOUS

ESTIMATE: \$140,000.00

GROUP: TOTAL

GLOBAL INFRASTRUCTURE LLC \$118,504.00

PLANHOLDERS: 20

CONTRACT 22-655-11 MANHOLE AND INFRASTRUCTURE REPAIRS

LOCATION: VARIOUS

ESTIMATE: \$1,200,000.00

GROUP: TOTAL

SUMIT CONSTRUCTION CO., INC. \$1,117,000.00

PAN-OCEANIC ENGINEERING CO., INC. \$1,748,145.00

PLANHOLDERS: 24

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



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0026

Agenda Date: 1/20/2022

Version: 1

Status: PC Authorization

In Control: Procurement Committee

File Type: Agenda Item

Agenda Number: 16

TRANSMITTAL LETTER FOR BOARD MEETING JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authorization to amend Board Order of September 2, 2021, regarding issue purchase order and enter into an agreement with Hach Company for preventive maintenance and consumable supplies for flow injection analyzers and a spectrophotometer, in an amount not to exceed \$12,163.00, Accounts 101-16000-612970, 623570, Requisition 1567066, Agenda Item No. 21, File No. 21-0741

Dear Sir:

At the Board meeting of September 2, 2021, the Board of Commissioners duly ordered the above-stated action, Agenda Item No. 21, File No. 21-0741.

A textual error in the title/transmittal letter and resulting order indicated that the purchase order will begin on November 22, 2021, and expire on December 31, 2022. Same should have read that the purchase order will begin on approximately January 31, 2022, and expire on December 31, 2022. Hach Company did not return the signed documents for the agreement as anticipated in 2021. It is expected that Hach Company will return the signed agreement in early 2022.

A textual error in the title/transmittal letter and resulting order indicated that \$11,163.00 of the purchase order amount would be paid in 2021, and \$1,000.00 would be paid in 2022. Same should have read funds for the 2022 expenditure, in the amount of \$12,163.00 are available in Accounts 101-16000-612970, 623570. Due to the delay in receiving the agreement, all expenditures will be paid under this purchase order in 2022.

All other information provided in the transmittal letter is correct.

Therefore, it is requested that the aforesaid Board order of September 2, 2021, be amended to effect the changes set forth above, otherwise to remain in force and effect as heretofore enacted.

Funds are available in Accounts 101-16000-612970, 623570.

Requested, Edward W. Podczewinski, Director of Monitoring and Research,
EWP:RA:JC:PG:ca

Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement

File Number: 22-0026

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Details (With Text)

File #: 21-0741 **Version:** 1

Type: Agenda Item **Status:** Adopted

File created: 8/19/2021 **In control:** Procurement Committee

On agenda: 9/2/2021 **Final action:** 9/2/2021

Title: Issue purchase order and enter into an agreement with Hach Company for preventive maintenance and consumable supplies for flow injection analyzers and a spectrophotometer, in an amount not to exceed \$12,163.00, Accounts 101-16000-612970, 623570, Requisition 1567066

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/2/2021	1	Board of Commissioners	Approved	Pass

TRANSMITTAL LETTER FOR BOARD MEETING OF SEPTEMBER 2, 2021

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Issue purchase order and enter into an agreement with Hach Company for preventive maintenance and consumable supplies for flow injection analyzers and a spectrophotometer, in an amount not to exceed \$12,163.00, Accounts 101-16000-612970, 623570, Requisition 1567066

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Hach Company (Hach), for preventive maintenance and consumable supplies for flow injection analyzers and a spectrophotometer for the Analytical Laboratories Division. This purchase order will begin on November 22, 2021 and expire on December 31, 2022.

Hach Lachat QC8500 flow injection analyzers are used for the analysis of ammonia nitrogen, total Kjeldahl nitrogen, and phosphorus. These analyses are required by permits, regulations, and ordinances including water reclamation plant influent and effluent samples for compliance with NPDES permits, biosolids samples for compliance with the USEPA Part 503 rule, and the monitoring of the water quality in the Chicago area waterways to meet the IEPA designated Water Quality Standard. Process control samples use the DR3900 Spectrophotometer for NPDES permit parameters at various locations within our treatment plant to ensure reliable treatment.

Hach, the sole-service provider for preventive maintenance, repair and consumable supplies for four Lachat QC8500 flow injection analyzer instruments, a DR3900 Spectrophotometer and peripheral accessories, has submitted pricing for the services required. The benefits that this service provides are that the Lachat QC8500 instruments and peripheral equipment are maintained by vendor-trained technicians and the preventive maintenance and emergency repairs will greatly reduce instrument downtime due to failure. Inasmuch as Hach is the only source of supply for the services and consumables required, nothing would be gained by

File #: 21-0741, **Version:** 1

advertising for bids (Section 11.4 of the Purchasing Act).

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

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

The Affirmative Action Ordinance is not included because Hach is the sole provider of the services.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement with Hach in an amount not to exceed \$12,163.00.

Funds for the 2021 expenditure, in the amount of \$11,163.00, are available in Account 101-16000-612970. The estimated expenditure for 2022 in Account 101-16000-623570 is \$1,000.00. Funds for the 2022 expenditure are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Edward W. Podczerwinski, Director of Monitoring and Research, EWP:RA:JC:PG:cs

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

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

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for September 2, 2021



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0048

Agenda Date: 1/20/2022

Version: 1

Status: PC Authorization

In Control: Procurement Committee

File Type: Agenda Item

Agenda Number: 17

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authorization to rescind Contract 20-RFP-11 Master Agreement for Professional Development Courses For A Three-Year Period, Group G to Occupational Training & Supply, Inc., Account 101-25000-601100, Agenda Item No. 18, File No. 21-0509

Dear Sir:

On July 16, 2020, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 20-RFP-11, Master Agreement for Professional Development Courses For A Three-Year Period, Agenda Item No. 23, File No. 20-0517.

There is no cost estimate for this contract because it is an indefinite delivery, indefinite quantity contract that will be used on an "as needed" basis.

In response to a public advertisement of August 26, 2020, a bid opening was held on September 25, 2020. The bid tabulation for this contract is:

Group A1: Illinois Institute of Technology

Group A2: Illinois Institute of Technology; Lake Forest Graduate School of Management,
and Leverage HR

Group B: Illinois Institute of Technology

Group C: No Bids Received

Group D: No Bids Received

Group E: Illinois Institute of Technology and SAGIN, LLC

Group F: Illinois Institute of Technology and National Institute of Government Purchasing, Inc.

Group G: Occupational Training & Supply, Inc. ("OTS") and the University of Illinois

At the Board meeting of June 17, 2021, Group G was awarded to Occupational Training & Supply, Inc. (OTS), and the University of Illinois. The focus areas of the training for Group G are Hazwoper training and other hazardous waste training topics.

The request for the award to be rescinded to OTS is due to OTS's refusal to comply with the Cyber Liability Insurance requirement as outlined in Contract 20-RFP-11. All other bidders agreed to comply.

File Number: 22-0048

In view of the foregoing, the Director of Procurement and Materials Management recommends the award of Contract 20-RFP-11 of Group G to OTS be rescinded. No bid deposit was required for this contract.

Requested, Beverly K. Sanders, Director of Human Resources, BKS:RJB:TP
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the Official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0041

Agenda Date: 1/20/2022

Version: 1

Status: PC Issue Purchase
Order

In Control: Procurement Committee

File Type: Agenda Item

Agenda Number: 18

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Issue purchase order and enter into an agreement with enfoTech & Consulting, Inc. for iPacs Software Maintenance Support Services, in an amount not to exceed \$601,440.00, Account 101-27000-612820, Requisition 1572587

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with enfoTech & Consulting, Inc. for iPACS Software Maintenance Support Services. This purchase order will begin on January 1, 2022 and expire on December 31, 2023.

The initial payment amount of \$179,312.00 for the Software Maintenance Support Services will be for licensing fees effective for the year of 2022. Then four quarterly payments of \$29,885.00 will be made during the year. Similarly, an initial payment of \$181,552.00 will be made for licensing fees for 2023. Then four quarterly payments of \$30,259.00 will be made during the year.

The software licensing and support allows the District to receive technical support and upgrades to enfoTech's software products, iPACS, iPACS User Charge, and iPACS Finance Billing. enfoTech's iPACS software was implemented in 2008 and replaced the PIMS application for the Enforcement and Field Services Section of the Monitoring and Research Department. In 2013, the District went live with the iPACS User Charge and Finance Billing modules. This system integrated the business processes of Enforcement, User Charge, Industrial Waste, and Finance Billing allowing for a seamless flow of information, enhanced reporting options, and improved efficiency of staff.

enfoTech & Consulting, Inc., the sole service provider of iPacs Software Maintenance Support Services, has submitted prices for the services required. Inasmuch as enfoTech & Consulting, Inc., is the only source of supply for the services required, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

enfoTech & Consulting, Inc. is registered and in good standing with the State of Illinois.

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

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement with enfoTech & Consulting, Inc., in an amount not to exceed \$601,440.00.

Funds for the 2022 expenditure, in the amount of \$298,852.00, are available in Account 101-27000-612820. The estimated expenditure for 2023 is \$302,588.00. Funds for the 2023 expenditure are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, John Sudduth, Director of Information Technology, JS:RA:ra
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0042

Agenda Date: 1/20/2022

Version: 1

Status: PC Issue Purchase
Order

In Control: Procurement Committee

File Type: Agenda Item

Agenda Number: 19

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Issue purchase order and enter into an agreement for Contract 21-RFP-07, Enhancements to the District's New Website with Interpersonal Frequency LLC, in an amount not to exceed \$300,000.00, Account 101-27000-612430, Requisition 1557866

Dear Sir:

Authorization is requested to issue a purchase order and enter into an agreement with Interpersonal Frequency LLC to Perform Enhancements to the District's New Website.

On July 14, 2021, Request for Proposal 21-RFP-07 Perform Enhancements to the District's New Website was publicly advertised. Seven hundred seventy-five (775) firms were notified and forty (40) requested proposal documents. On August 6, 2021, the District received eight (8) responsive proposals from the following vendors: Ameex Technologies Corporation, Bigmouth Creative, Blenderbox, Clarity Communications, Inc., Costello Communications Inc., Interpersonal Frequency LLC, Next Generation Technology Inc., and Planeteria Media.

The proposals were evaluated by staff from Public Affairs, Information Technology, and the Procurement and Materials Management departments. The criteria for these evaluations were outlined in Request for Proposal 21-RFP-07 and included: experience developing public websites, experience with Drupal, approach to human Spanish translation, support procedures, financial stability, compliance with insurance and licensure requirements; and cost.

Following the preliminary evaluation of proposals, excluding cost, four (4) proposers were deemed to be finalists and were invited to interviews conducted October 11, 2021 - October 13, 2021. On October 18, 2021, a solicitation was sent to the finalists requesting an unqualified "best and final" offer. The "best and final" offers were returned to the Director of Procurement and Materials Management on October 22, 2021.

Based on the evaluation of proposals, finalist interviews and pricing, the Information Technology Department recommends Interpersonal Frequency LLC, as the selected vendor. Interpersonal Frequency LLC. is an Information Solutions and content creation company dedicated to serving the public sector.

File Number: 22-0042

The Diversity Section reviewed the request for proposal and concluded that the contract does provide practical opportunities for subcontracting. As such, Appendix A and Appendix V is included.

Inasmuch as the firm of Interpersonal Frequency LLC possesses a high degree of professional skill, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order and enter into an agreement per Section 11.4 of the Purchasing Act, in the amount of \$300,000.00.

Funds are available in Account 101-27000-612430.

Recommended, John Sudduth, Director of Information Technology
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022

Attachments

INTEROFFICE MEMORANDUM

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DEPARTMENT: General Administration
Diversity Section

DATE: December 7, 2021

TO: John Sudduth, Director of Information Technology

FROM: Regina D. Berry, Diversity Administrator *RDB* *RDB*

SUBJECT: 21-RFP-07 Enhancements to the District's New Website

Per your request, the Diversity Section has determined that the following firms are acceptable for MBE/WBE/SBE participation:

Classification Type	Business Name	Contact
MBE/SBE	Demeter Strategy Design	Wendy Manning
WBE	Kearns Design Group	Kathleen M. Kearns

The Minority, Women and Small Business Enterprises goals for the above contract are 20% MBE, 10% WBE, 10% SBE and 3%VBE. According to the MBE/WBE/SBE Commitment Form, Interpersonal Frequency commits to the following goals:

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

* MBE satisfies SBE

The Consultant, Interpersonal Frequency, has met the requirements of Appendix A.

If you have any additional questions, please contact PJ Spencer, Diversity Officer, at extension 1-5876.

RDB/PCS

Attachment

c: Ms. Darlene A. LoCascio, Director of Procurement and Materials Management
Morakalis (Law), Cornier, May, file (2)

APPENDIX A

MINORITY, WOMEN AND SMALL BUSINESS REQUIREMENTS

1. The Proposer will make positive efforts to satisfy the Minority (MBE), Small (SBE), and Women (WBE) Business Enterprise requirements set forth in the Affirmative Action policy of the Metropolitan Water Reclamation District of Greater Chicago (MWRD).
2. The standard Affirmative Action participation goals for consulting services are 20% MBE, 10% WBE, and 10% SBE, unless otherwise specified in the Invitation to Bid. Affirmative Action participation goals are applicable to District proposals where the estimated total expenditure is in excess of \$100,000.00.
1. The Proposer will undertake “**Good Faith Efforts**” to ensure that qualified MBE, WBE and SBE firms are utilized in the performance of the contract and will provide maximum opportunities for MBE, SBE, WBE participation, notwithstanding the fact that the Proposer may have the capability to complete the project without the use of sub-contractors.
4. Commitment to meet MBE/WBE/SBE goals:
 - Complete the **MBE/WBE/SBE COMMITMENT FORM**. Provide the names, contact information and qualifications for the prospective PCE firms that you plan to use. Delineate the various anticipated categories and/or disciplines of work/services to be provided by PCE firms.
 - Summarize Proposer’s commitment to comply with the MBE/WBE/SBE goals regarding Minority Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Small Business Enterprise (SBE) for this project.
5. In accordance with the District’s Affirmative Action Ordinance Revised Appendix D, the Proposer shall make every effort to comply with the following requirements:
 - Where a contractor is a business owned and controlled by minority women (“M/WBE”) or where the contractor utilizes an M/WBE in a joint venture or as a subcontractor, the contractor may count the M/WBE participation either toward the achievement of MBE or WBE goal, but not both. A contractor may count toward the achievement of its SBE goals the utilization of any MBE or WBE which also satisfies the definition of a SBE.
 - *A “Small business enterprise” or “SBE” means any contractor who has received gross receipts of \$41.25 million or less, per year averaged over the preceding five business years. Size determinations shall include the SBE concern and all its domestic and foreign affiliates.*
 - All minority, women and small businesses must conform to the definition of “Participating Businesses.” A participating business means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region and/or a business which has been placed on the District’s vendor list and/or has bid on or sought District construction work.

MBE/WBE/SBE COMMITMENT FORM

1. Name of MBE/WBE/SBE: Demeter Strategy Design
 Identify MBE, SBE, WBE Status: MBE/SBE Address: 5 E.14th Place #1608
 City, State Zip Code: Chicago, IL 60605
 Contact Person: Wendy Manning Telephone Number: 312.316.5627
 Dollar Amount of Participation: \$ \$41,300 Percent of Participation: 20% %
 Scope of Consulting Contract: Direction & Strategy

2. Name of MBE/WBE/SBE: Kearns Design Group
 Identify MBE, SBE, WBE Status: WBE/SBE Address: 1132 S Wabash, 5th Floor
 City, State Zip Code: Chicago, IL 60605
 Contact Person: Kathleen M. Kearns Telephone Number: 773.296.9824
 Dollar Amount of Participation: \$ \$20,650 Percent of Participation: 10% %
 Scope of Consulting Contract: Visual Design

3. Name of MBE/WBE/SBE: _____
 Identify MBE, SBE, WBE Status: _____ Address: _____
 City, State Zip Code: _____
 Contact Person: _____ Telephone Number: _____
 Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
 Scope of Consulting Contract: _____

4. Name of MBE/WBE/SBE: _____
 Identify MBE, SBE, WBE Status: _____ Address: _____
 City, State Zip Code: _____
 Contact Person: _____ Telephone Number: _____
 Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
 Scope of Consulting Contract: _____

Attach a copy of qualifications for each PCE firm
 Please duplicate this blank page when additional certified MBE/WBE subcontractors are being used on this contract.



CHICAGO MBE/SBE/WBE FIRM QUALIFICATIONS



Interpersonal Frequency confirms that Demeter Strategy Design meets the definition of a “participating business” for this Minority-owned Business (MBE) requirement. Demeter Strategy Design is located at in Cook County, and has the majority of its regular full-time work force located in this region. Demeter Strategy Design also qualifies as a Small Business Enterprise (SBE) by receiving less than \$41.25 million per year averaged over the preceding five business years.

Kearns Design Group visual communications

Interpersonal Frequency also confirm that Kearns Design Group meets the definition of a “participating business” for the Women-owned Business Enterprise (WBE) requirement. Kearns Design Group is located at in Cook County, and has the majority of its regular full-time work force located in this region. Demeter Strategy Design also qualifies as a Small Business Enterprise (SBE) by receiving less than \$41.25 million per year averaged over the preceding five business years.



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0044

Agenda Date: 1/20/2022

Version: 1

Status: PC Issue Purchase
Order

In Control: Procurement Committee

File Type: Agenda Item

Agenda Number: 20

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Issue purchase order to CDW Government LLC, for Mimecast Advanced Threat Security Support, in an amount not to exceed \$102,461.00, Account 101-27000-612820, Requisition 1573333

Dear Sir:

Authorization is requested to issue a purchase order to CDW Government LLC for Mimecast Advanced Threat Security Support. The term of this purchase order is January 29, 2022 to January 28, 2023.

Mimecast Advanced Threat Security provides critical defense to protect against advanced threats and data loss. With their comprehensive cloud-based enterprise-grade email protection, Mimecast solves critical email security issues with targeted threat protection, spam and multi-layered malware protection, and data leak prevention.

On February 22, 2012, The City of Chicago advertised a Request for Proposal (RFP) for "Computer Hardware, Software Peripherals and Related Maintenance and Installation Services" in collaboration with the Cook County. Multiple responses were received by the proposal due date of June 6, 2012. CDW Government LLC was awarded the three-year contract effective October 1, 2014, with an option to extend the contract for two additional one-year terms. On September 27, 2019, the City of Chicago contract was extended to September 30, 2021. On April 13, 2021, the City of Chicago Contract was extended to September 30, 2022. Article 10) General Conditions, Section j) "Governmental Joint Purchasing Agreement," allows other government agencies to purchase goods or services under this contract.

CDW Government LLC has submitted prices for Mimecast Advanced Threat Security Support for a one-year period per the established contract discount percentages. Inasmuch as CDW Government LLC is the only source of supply for the Mimecast Advanced Threat Security Support, said purchase order may be issued without competitive bidding pursuant to Section 11.4 of the Purchasing Act.

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

The Multi-Project Labor Agreement (MPLA) is not applicable to this contract because the

classification of work does not fall within the provisions of the MPLA.

The Affirmative Action Ordinance Revised Appendix A and Appendix V are not included in this contract because of the only source of supply.

In view of the foregoing, it is requested that the Director of Procurement and Materials Management be authorized to issue said purchase order to CDW Government LLC in an amount not to exceed \$102,461.00

Funds are available in Account 101-27000-612820.

Requested, John Sudduth, Director of Information Technology, JS:SK:BVS:vn
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0073

Agenda Date: 1/20/2022

Version: 1

Status: PC Issue Purchase
Order

In Control: Procurement Committee

File Type: Agenda Item

Agenda Number: 21

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian Perkovich, Executive Director

Issue purchase order to Xylem Water Solutions USA, Inc., to Furnish and Deliver two Flygt pumps and control panels to the Egan Water Reclamation Plant, in a total amount not to exceed \$50,640.16, Account 101-67000-634650, Requisition 1572783

Dear Sir:

Authorization is requested to issue a purchase order to Xylem Water Solutions USA, Inc., to furnish and deliver two Flygt XPC N80-5850 pumps and control panels to the Egan Water Reclamation Plant. The sludge pumps and control panels will be delivered approximately one month after the purchase order is received.

Xylem Water Solutions USA, Inc. is the sole source provider of Flygt parts in the United States, has submitted pricing for the parts required. Inasmuch as Xylem Water Solutions USA, Inc. is the only source of the parts required, nothing would be gained by advertising for bids (Section 11.4 of the Purchasing Act).

Xylem Water Solutions USA, Inc. is registered to transact business in Illinois.

The Multi-Project Labor Agreement (MPLA) and Affirmative Action Ordinance, Revised Appendix D are not applicable because this is a furnish and deliver contract available from one source.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to issue a purchase order with Xylem Water Solutions USA, Inc. in an amount not to exceed \$50,640.16.

Funds are available in Account 101-67000-634650.

Requested, John P. Murray, Director of Maintenance and Operations
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management,
DAL:SEB:MS:cc
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0062

Agenda Date: 1/20/2022

Version: 1

Status: PC Authority to Award
Contract

In Control: Procurement Committee

File Type: Agenda Item

Agenda Number: 22

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to award Contract 22-063-12, Furnish and Deliver V-Belts, Conveyor Belts, and Bearings (Re-Bid) to Various Locations for a One-Year Period, Groups A and C to Accent Bearings Co, Inc., in an amount not to exceed \$29,936.33; and Group B to Belcon Regis Group, Inc., in an amount not to exceed \$35,750.00, Account 101-20000-623270

Dear Sir:

On October 7, 2021, the Board of Commissioners authorized the Director of Procurement and Materials Management to advertise for bids, Contract 22-063-11 furnish and deliver v-belts, conveyor belts, and bearings to various locations for a one-year period, beginning approximately February 1, 2022 and ending January 31, 2023. A public advertisement was held on October 20, 2021. On November 15, 2021, the advertisement was cancelled.

In response to a public re-advertisement of December 1, 2021, a bid opening was held on December 14, 2021. The bid tabulation for this contract is:

GROUP A: V- Belts

ACCENT BEARINGS CO, INC.	\$7,079.99
R & R EQUIPMENT PLUS, INC.	\$10,721.85

GROUP B: CONVEYOR BELTS

BELCON REGIS GROUP, INC.	\$35,750.00
--------------------------	-------------

GROUP C: BEARINGS

R & R EQUIPMENT PLUS, INC.	\$9,970.57
ACCENT BEARINGS CO, INC.	\$22,856.34

A review of the low bid for Group C from R & R Equipment Plus, Inc., revealed that they failed to properly notarize the Affidavit page, in accordance with the contract specifications. Therefore, the bid is considered non-responsive and rejected in the public's best interest. The Director of Procurement and Materials Management has informed R & R Equipment Plus, Inc. of this action.

Accent Bearings Co, Inc., the lowest responsible bidder for groups A and C, is proposing to perform this contract in accordance with the specifications. The estimated cost for these two groups was \$31,500.00, placing the total bid of \$29,936.33 approximately 5.0 percent below the estimate.

Belcon Regis Group, Inc., the lowest responsible bidder for Group B, is proposing to perform this contract in accordance with the specifications. The estimated cost for Group B was \$42,000.00, placing the total bid of \$35,750.00 approximately 14.9 percent below the estimate.

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

The Affirmative Action Ordinance, Revised Appendix D applies only to construction contracts over a \$100,000.00 threshold. These sections on page D-5 of the Ordinance address the types of covered contracts:

- Section 4, Coverage: The following provisions, to be known as "Appendix D" together with relevant forms shall apply and be appended to every construction contract awarded by the District where the estimated total expenditure is in excess of \$100,000.00, except contracts let in the event of an emergency contract pursuant to 70 ILCS 2605/11.5."
- Section 5. Definitions: (g) "Construction contract" means any District contract or amendment thereto, providing for a total expenditure in excess on One Hundred Thousand Dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation and maintenance of real property and improvement thereon or sludge hauling and any other related contract which the District deems appropriate to be subject to Appendix D consistent with the Ordinance.

In view of the foregoing, it is recommended that the Director of Procurement and Materials Management be authorized to award Contract 22-063-12, Groups A and C to Accent Bearings Co, Inc., in an amount not to exceed \$29,936.33; and Group B to Belcon Regis Group, Inc., in an amount not to exceed \$35,750.00.

No bid deposit was required for this contract.

Purchase orders will be issued for the material as required. Payment will be based on the unit cost as indicated in the contract documents. There was no bid deposit required for this contract. Funds are available in Account 101-20000-623270.

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

Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022

Attachment

#22A63 - V-BELTS		
Item	MM #	DESCRIPTION
1	109640	BELT,V,#3L220
2	109653	BELT,V,#4L220
3	109654	BELT,V,COG,#AX21
4	109655	BELT,V,COG,#AX22
5	109656	BELT,V,COG,#AX23
6	109657	BELT,V,COG,#AX25
7	109659	BELT,V,COG,#AX27
8	109660	BELT,V,COG,#AX28
9	109661	BELT,V,COG,#AX29
10	109662	BELT,V,COG,#AX30
11	109664	BELT,V,COG,#AX32
12	109665	BELT,V,COG,#AX33
13	109666	BELT,V,COG,#AX34
14	109667	BELT,V,COG,#AX35
15	109668	BELT,V,COG,#AX36
16	109669	BELT,V,COG,#AX37
17	109670	BELT,V,COG,#AX38
18	109671	BELT,V,COG,#AX39
19	109674	BELT,V,COG,#AX42
20	109675	BELT,V,COG,#AX43
21	109676	BELT,V,COG,#AX44
22	109677	BELT,V,COG,#AX45
23	109678	BELT,V,COG,#AX46
24	109680	BELT,V,COG,#AX50
25	109681	BELT,V,COG,#AX53
26	109682	BELT,V,COG,#AX61
27	109685	BELT,V,COG,#AX67
28	109687	BELT,V,COG,#AX91
29	109689	BELT,V,COG,#AX24
30	109697	BELT,V,COG,#AX41
31	109701	BELT,V,COG,#AX47
32	109702	BELT,V,COG,#AX48
33	109703	BELT,V,COG,#AX49
34	109704	BELT,V,COG,#AX51
35	109707	BELT,V,COG,#AX55
36	109709	BELT,V,COG,#AX60
37	109712	BELT,V,COG,#AX66
38	109713	BELT,V,COG,#AX68
39	109717	BELT,V,COG,#AX78
40	109718	BELT,V,COG,#AX85
41	109721	BELT,V,COG,#AX103
42	109723	BELT,V,COG,#AX120
43	109724	BELT,V,COG,#AX158
44	109725	BELT,V,COG,#AX26
45	109726	BELT,V,COG,#AX40

#22A63 - V-BELTS		
Item	MM #	DESCRIPTION
46	109727	BELT,V,COG,#AX62
47	109728	BELT,V,COG,#AX64
48	109730	BELT,V,COG,#AX75
49	109732	BELT,V,COG,#BX38
50	109736	BELT,V,COG,#BX46
51	109737	BELT,V,COG,#BX48
52	109738	BELT,V,COG,#BX49
53	109739	BELT,V,COG,#BX50
54	109740	BELT,V,COG,#BX51
55	109743	BELT,V,COG,#BX55
56	109744	BELT,V,COG,#BX57
57	109745	BELT,V,COG,#BX58
58	109747	BELT,V,COG,#BX60
59	109748	BELT,V,COG,#BX62
60	109749	BELT,V,COG,#BX63
61	109750	BELT,V,COG,#BX64
62	109751	BELT,V,COG,#BX65
63	109752	BELT,V,COG,#BX68
64	109755	BELT,V,COG,#BX72
65	109757	BELT,V,COG,#BX75
66	109758	BELT,V,COG,#BX78
67	109761	BELT,V,COG,#BX83
68	109762	BELT,V,COG,#BX85
69	109763	BELT,V,COG,#BX90
70	109765	BELT,V,COG,#BX95
71	109766	BELT,V,COG,#BX97
72	109767	BELT,V,COG,#BX100
73	109769	BELT,V,COG,#BX112
74	109771	BELT,V,COG,#BX120
75	109774	BELT,V,COG,#BX144
76	109776	BELT,V,COG,#BX210
77	109777	BELT,V,COG,#BX35
78	109778	BELT,V,COG,#BX42
79	109780	BELT,V,COG,#BX66
80	109781	BELT,V,COG,#BX71
81	109783	BELT,V,COG,#BX79
82	109784	BELT,V,COG,#BX80
83	109788	BELT,V,COG,#BX93
84	109789	BELT,V,COG,#BX103
85	109790	BELT,V,COG,#BX105
86	109792	BELT,V,COG,#BX116
87	109795	BELT,V,COG,#BX136
88	109796	BELT,V,COG,#BX150
89	109797	BELT,V,COG,#BX158
90	109800	BELT,V,COG,#CX96

#22A63 - V-BELTS		
Item	MM #	DESCRIPTION
91	109804	BELT,V,COG,#CX120
92	109808	BELT,V,WEDGE,#3V530
93	109812	BELT,V,COG,#3VX500
94	109814	BELT,V,COG,#3VX710
95	109815	BELT,V,COG,#5VX590
96	109816	BELT,V,COG,#5VX690
97	114349	BELT,V,#4L170
98	114351	BELT,V,#4L210
99	114352	BELT,V,COG,#AX31
100	114364	BELT,V,COG,#AX92
101	114365	BELT,V,COG,#AX105
102	114367	BELT,V,COG,#AX180
103	114371	BELT,V,#5VX750
104	114372	BELT,V,#5VX650
105	114416	BELT,V,COG,#5L280
106	114419	BELT,V,COG,#AX57
107	114421	BELT,V,COG,#BX52
108	114464	BELT,V,COG,#BX59
109	114513	BELT,V,COG,#AX58
110	114538	BELT,V,COG,#AX88
111	114540	BELT,V,COG,#AX144
112	114541	BELT,V,COG,#BX28
113	114544	BELT,V,COG,#AX65
114	114545	BELT,V,#4L200
115	114546	BELT,V,COG,#AX80
116	114574	BELT,V,COG,#BX44
117	114576	BELT,V,COG,#BX88
118	115155	BELT,V,COG,#5VX840
119	115156	BELT,V,COG,#3VX630
120	116525	BELT,V,GATES #XL7350
121	117272	BELT,V,HEAVY DUTY,NOTCHED,GATES CX100
122	117539	BELT,V,#3L230
123	117540	BELT,V,#4L230
124	117541	BELT,V,#4L280,#A26
125	117542	BELT,V,#4L350
126	117544	BELT,V,#A43
127	117545	BELT,V,#A49
128	117546	BELT,V,#A52
129	117547	BELT,V,#A55
130	117548	BELT,V,#A82
131	117554	BELT,V,COG,#AX66
132	117555	BELT,V,COG,#AX70
133	117556	BELT,V,COG,#AX71
134	117559	BELT,V,COG,#AX128
135	117562	BELT,V,#B136

#22A63 - V-BELTS		
Item	MM #	DESCRIPTION
136	117563	BELT,V,#B144
137	117564	BELT,V,#B195
138	117565	BELT,V,COG,#BX54
139	117567	BELT,V,#D162
140	117568	BELT,V,FAN,#3V450
141	117575	BELT,V,COG,#CX115
142	117577	BELT,V,#4836V850
143	118118	BELT,V,#5VX1180/05
144	118120	BELT,V,GATES #5/5VX1250
145	118294	BELT,V,1400MM,KAESER #627570 (SET OF 4)
146	118355	BELT,V,COG,#BX56
147	118356	BELT,V,COG,TRI-POWER,#AX97
148	118359	BELT,V,#3V900
149	118360	BELT,V,COG,TRI-POWER,#BX133
150	118362	BELT,V,CLASSIC WRAPPED,#B134
151	118363	BELT,V,#3L380
152	118364	BELT,V,CLASSIC WRAPPED,#B29
153	118366	BELT,V,#4L570
154	118367	BELT,V,COG,#BX34
155	118454	BELT,V,#4L290
156	118559	BELT,V,COG,#5VX1180
157	118626	BELT,V,XPZ 987,ATLAS COPCO #2903102142
158	118755	BELT,FAN,V COGGED TYPE #5VX450

#21B63 - CONVEYER BELTS		
Item	MM #	DESCRIPTION
1	109826	BELT,CONVEYOR,18"WX200'L
2	109827	BELT,CONVEYOR,24"WX550'L
3	109828	BELT,CONVEYOR,30"WX550'L
4	109829	BELT,CONVEYOR,36"WX550'L
5	115906	BELT,CONVEYOR,SBR,1/4"THICK,6"X50'RL

#22C63-BEARINGS		
Item	MM #	DESCRIPTION
1	109543	BEARING,1.378"X.5906"X.4331"
2	109546	BEARING,1.8504"X.7874"X.5512"
3	109547	BEARING,2.0472"X.9843"X.5906"
4	109549	BEARING,2.4409"X1.1811"X.6299"
5	109552	BEARING,2.8346"X 1.3780"X.6693"
6	109555	BEARING,BALL,3.1496"X1.5748"X0.7087"
7	109556	BEARING,BALL,3.3465"X1.7717"X0.748"
8	109559	BEARING,BALL,4.3307"X2.3622"X0.8661"
9	109569	BEARING,BALL,3.1496"X1.378"X0.8268"
10	109570	BEARING,BALL,3.5433"X1.5748"X0.9055"
11	109572	BEARING,BALL,3.937"X1.7717"X0.9843"
12	109582	BEARING,BALL,4.7244"X2.1654"X1.1477"
13	109583	BEARING,BALL,4.7244"X2.1654"X1.1477"
14	109601	BEARING,BALL,3.937"X1.7717"X1.5625"
15	109604	BEARING,BALL,5.1181"X2.3622"X2.1250"
16	109611	BEARING,BALL,7.0866"X3.3465"X1.6142"
17	109621	BEARING,CONE,.8125"X.7813"
18	109624	BEARING,CONE,1.25"X1.0625"
19	109627	BEARING,CONE,1.75"X1.216"
20	109629	BEARING,CUP,1.938"X0.625"
21	109632	BEARING,CUP,2.6875"X0.875"
22	109634	BEARING,CUP,3.4375"X0.9375"
23	115108	BEARING,6.2992"X2.9528"X2.6875",#5315
24	115995	BEARING,3.1496"X.9843"X.8868",#6405-ZZ
25	116497	BEARING,2.8346"X1.1811"X.7480",#7306B
26	116509	BEARING,5.1181"X2.3622"X2.1250",#5312-ZZ
27	116515	BEARING,5.9055"X2.7559"X1.378",#314-MFF
28	117965	BEARING,4.3307"X1.9685"X1.75",#W5310-Z
29	117967	BEARING,4.9213"X2.7559"X.9449",#NUP214E
30	117972	BEARING,BALL,FAG #NUP-309-TVP2
31	117976	BEARING,5.5118"X2.5591"X2.3125",#5313-EZ
32	117977	BEARING,5.5118"X2.5591"X2.5984",#7313B
33	117979	BEARING,2.0473"X.9743"X.5906",#6205-2RS
34	118001	BEARING,4.3307"X1.9685"X1.0630",#6310-Z
35	118012	BEARING,5.1181"X2.3622"X1.2205",#6312
36	118014	BEARING,5.1181"X2.3622"X1.2205",#6312-2Z
37	118032	BEARING,4.7244"X2.5591"X.9055",#MU1213T
38	118046	BEARING,2.8346"X1.3780"X.6693",#6207-Z
39	118048	BEARING,8.2677"X5.5118"X1.875",#32028X
40	118814	BEARING,150MM X 70MMX 51MM,STR BORE
41	119014	BEARING,13.3858X7.4803X2.1653



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0038

Agenda Date: 1/20/2022

Version: 1

Status: PC Increase PO/Change
Order

In Control: Procurement Committee

File Type: Agenda Item

Agenda Number: 23

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to increase Contract 21-901-21, Rehabilitate One Electric Motor at the Stickney Water Reclamation Plant to Louis Allis, LLC, in an amount of \$131,295.24 from an amount of \$304,630.00 to an amount not to exceed \$435,925.24, Account 201-50000-645750, Purchase Order 5001827

Dear Sir:

On July 15, 2021, the Board of Commissioners authorized the Director of Procurement and Materials Management to award Contract 21-901-21, Rehabilitate One Electric Motor at the Stickney Water Reclamation Plant to Louis Allis, LLC, in an amount of \$304,630.00.

This contract has no prior change orders.

Original contract Amount	\$304,630.00
Date of Board Approval	7/15/2021
Cumulative Change Order (12/3/2020)	\$0.00
% Change of Original Contract Value	0.0%
Current Contract Value	\$304,630.00
Requested Increase or Decrease	\$131,295.24
New Contract Value	\$435,925.24
% Change of Current Contract Value	43.1%
% Change of Original Contract Value	43.1%

The increase is necessary to complete the motor rehabilitation. The initial estimate was based on experience with similar motors, but the extent of the problems could not be fully determined until the motor was removed and shipped to the contractor for further inspection and testing. The change order is in compliance with the Illinois Criminal Code since the change is due to circumstances not reasonably foreseeable at the time the contract was signed and is in the best interest of the District.

The Affirmative Action Ordinance, Revised Appendix D and Appendix V are not included in this contract because of the limited availability of MBE/WBE/VBE/SBE participants and the specialization of the project.

File Number: 22-0038

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase Contract 21-901-21 in an amount of \$131,295.24 (43.1% of the current contract value), from an amount of \$304,630.00 to an amount not to exceed \$435,925.24.

Funds are available in Account 201-50000-645750.

Requested, John P. Murray, Director of Maintenance and Operations, EJS:JS:MAG:JR:JMC
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0043

Agenda Date: 1/20/2022

Version: 1

Status: PC Increase PO/Change
Order

In Control: Procurement Committee

File Type: Agenda Item

Agenda Number: 24

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PROCUREMENT

Mr. Brian A. Perkovich, Executive Director

Authority to increase purchase order and amend agreement with SimplexGrinnell L.P., aka Johnson Controls Fire Protection L.P., to Provide Maintenance and Repair Services for Fire Alarm Systems at the Stickney, Kirie, Hanover Park, O'Brien, and Egan Water Reclamation Plants, in an amount of \$20,096.68 from an amount of \$796,325.89 to an amount not to exceed \$816,422.57 Accounts 101-67000/69000-612780, Purchase Orders 3092013 and 3092014

Dear Sir:

On November 3, 2016, the Board of Commissioners authorized the Director of Procurement and Materials Management to issue purchase orders to and enter into an agreement with Johnson Controls Fire Protection L.P., to Provide Maintenance and Repair Services for Fire Alarm Systems at the Stickney, Kirie, Hanover Park, O'Brien, and Egan Water Reclamation Plants, in an amount of \$807,335.00.

As of January 6, 2022, the attached list of change orders has been approved.

Original contract Amount	\$807,335.00
Date of Board Approval	11/03/2016
Cumulative Change Order (01/06/2022)	-\$11,009.11
% Change of Original Contract Value	-1.4%
Current Contract Value	\$796,325.89
Requested Increase or Decrease	\$20,096.68
New Contract Value	\$816,422.57
% Change of Current Contract Value	2.5%
% Change of Original Contract Value	1.1%

The increase will be used to maintain fire detection systems until April 30, 2022, when the agreement terminates. The purchase order covers multiple plants with a variety of equipment that require maintenance or replacement over the course of the purchase order. This change order is in compliance with the Illinois Criminal Code since the change is due to circumstances not reasonably foreseeable at the time the contract was signed and is in the best interest of the District.

Johnson Controls Fire Protection L.P., is the sole source provider of the parts and services.

File Number: 22-0043

Therefore, the Affirmative Action Ordinance, Revised Appendix D and Appendix V is not included in this agreement.

It is hereby recommended that the Board of Commissioners authorize the Director of Procurement and Materials Management to execute a change order to increase the purchase order in an amount of \$20,096.68 (2.5% of the current Contract value), from an amount of \$796,325.89 to an amount not to exceed \$816,422.57.

Funds are available in Accounts 101-67000/69000-612780.

Requested, John P. Murray, Director of Maintenance and Operations, EJS:JS:MAG:JR:JMC
Recommended, Darlene A. LoCascio, Director of Procurement and Materials Management
Respectfully Submitted, Barbara J. McGowan, Chairman Committee on Procurement
Disposition of this agenda item will be documented in the official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022

Attachment

CONTRACT: 16-SS0-91

As Of: 1/6/2022

Contract Type: Sole Source

Title: Provide Maintenance & Repair Services for Fire Alarm Systems at the Stickney, Kire, Hanover Park, O'Brien, and Egan WRPs

Prepared by: J. Ryan

Group/Item:	Location: NSA & SSA	Validity Dates: 1/1/2017-4/30/2022	Bid Deposit:	Final Completion:
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Group/Item	Location	PO #	Current Vendor	Award Value	Change Order Incr/(Decr)	Adjusted Award Value	SAP PO Value	SAP SES Value	SAP Invoice Value	SAP Credit Memo Value	SAP Check Value	Pending Check Payment	PO Bal.
	North Service Area	3092013	5008354-Johnson Controls Fire Protection LP	275,000.00	(10,365.32)	264,634.68	264,634.68	256,575.56	256,575.56		256,575.56	-	8,059.12
	Stickney Service Area	3092014	5008354-Johnson Controls Fire Protection LP	532,335.00	(643.79)	531,691.21	531,691.21	527,353.01	527,353.01		527,353.01	-	4,338.20
				807,335.00	(11,009.11)	796,325.89	796,325.89	783,928.57	783,928.57	-	783,928.57	-	12,397.32

Original Contract Amount	807,335.00
Date of Board Approval	11/3/2016
Cumulative Change Order (1/6/2022)	(11,009.11)
% Change of Original Contract Value	-1.4%
Current Contract Value	796,325.89
Requested Increase or Decrease	20,096.68
New Contract Value	816,422.57
% Change of Current Contract Value	2.5%
% Change of Original Contract Value	1.1%



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0055

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Engineering Committee

File Type: Report

Agenda Number: 25

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON ENGINEERING

Mr. Brian A. Perkovich, Executive Director

Report on change orders authorized and time extensions approved by the Director of Engineering during the month of December 2021

Dear Sir:

One change order was approved by the Director of Engineering on contracts with a 5% contingency provision for errors and omissions and unforeseen circumstances, for an increase or decrease of \$100,000.00 or less during December 2021. The contract and related data are listed in Attachment 1 and Attachment 2.

There were three time extension requests approved by the Director of Engineering for December 2021.

Please advise the undersigned if additional information is required.

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

Attachments

Report on Change Orders on Contracts with 5% Contingency Provision Authorized by the Director of Engineering for December 2021

Contract Number	Contract Name	Purchase Order	Vendor Name	Subcontractor	Amount	Description	Original Contract Value	Current Contract Value at December 31, 2021	Current Substantial Completion Date	Time Extension (in Days)
11-186-3F	Addison Creek Reservoir, SSA	-	IHC Construction Companies, LLC	IHC	-	TER- 4 Hazardous Waste Material Delay	\$63,280,000.00	\$89,807,229.94	10/5/2022	50
18-277-3M	Digester Sludge Heating System Upgrades and Boiler Removal CWRP	-	IHC Construction Companies, LLC	IHC	-	TER - 3 Request for Extension of Contract Milestone - Cluster 2 Completion Due to Various Delays	\$25,499,000.00	\$25,987,427.16	5/19/2023	45
19-157-3P	Installation of Mechanical Mixers, SWRP	4000077	SOLLITT/SACHI JOINT VENTURE	Sollitt/Sachi JV	\$66,296.96	CO-009 Modification of Railing	\$8,722,028.00	\$8,889,943.87	2/18/2022	0
17-080-3E	Switchgear & Motor Control Center Replacement, OWRP	-	Broadway Electric Inc	Broadway Electric Inc	-	TER - 3	\$3,577,000.00	\$3,688,806.58	8/15/2022	180

(January 20, 2022 Board Meeting)

Attachment 2
CO Status Report December 2021

11-186-3F, Addison Creek Reservoir, SSA. The contract was awarded on January 24, 2019, with an original contract completion date of March 21, 2022. Three-time extensions, totaling 200 days, have been granted for the excavation of unanticipated contaminated soils. Almost three years into the project, over 1 million cubic yards of soil and rock have been excavated from the site and the contract is nearing 90% complete. Two 87.5" intake pipes and one 48" discharge pipe have been installed connecting the creek to the reservoir. The intake structure, drop structure, control structure, and discharge structure have been constructed. The spillway, pump station, and site improvements are in-progress. The project has a revised contract completion date of October 7, 2022, and is currently on schedule.

18-277-3M, Digester Sludge Heating System Upgrades and Boiler Removal. The contract is estimated to be on schedule. Projected final completion date is January 19, 2023. Cluster 1 will complete it's 60-day test on January 6, 2022. Contractor is now preparing for work on Cluster 3 and is scheduled to begin this work on January 10, 2022.

19-157-3P, Installation of Mechanical Mixers, SWRP. The contract was awarded on October 15, 2020, with a contract completion date of April 15, 2022. All mixers and mixer control systems have been placed into service at Batteries A, C, and D. The 60-day tests for the mixers at Battery A and the mixer control systems at Batteries A, C, and D are in progress. There is remaining change order work to replace handrailing at various locations and re-wire the mixer starter panels. The project is projected to finish ahead of schedule by 21 days and has an anticipated final completion date of March 25, 2022.

17-080-3E, Switchgear & Motor Control Center Replacement, OWRP. The contract was awarded on September 21, 2018. A time extension request was approved for an additional 180 days due to COVID-19 pestilence which caused delays in the manufacturing of the NEMA 7 explosion proof junction boxes required for the Grit and Scum Buildings. This time extension changed the project completion date to March 18, 2021. A request for substantial completion is currently under review. The 60-day tests on all the equipment have been completed and a determination of final completion will be made upon completion of two outstanding change orders.



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0081

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Judiciary Committee

File Type: Report

Agenda Number: 26

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON JUDICIARY

Mr. Brian A. Perkovich, Executive Director

Report on the Settlement of Workers' Compensation Claims and Miscellaneous Claims under \$10,000.00

Dear Sir:

The following matters were settled upon the recommendation of the Director of Human Resources and the approval of the Executive Director:

1. Settlement of General Liability Claim of Michael Garver, Claim No. A/P 1522, in the amount of \$294.54.

On September 30, 2021, Mr. Garver, Operating Engineer I, parked his personal vehicle at the Calumet WRP. Upon returning to his vehicle, Mr. Garver noticed that his windshield was cracked. The District was performing grass cutting in the area and staff determined that the windshield was likely broken due to a rock thrown by the lawn mower. This settlement amount represents the cost to repair the damaged windshield.

2. Settlement of Property Damage Claim of Tarina Riley, Claim No: A/P 1488, in the amount of \$5,142.95.

On January 9, 2020, Ms. Riley's vehicle was allegedly struck by a District owned vehicle while traveling westbound on I-290. Ms. Riley sustained multiple injuries which have been resolved in a previous settlement. This settlement amount represents the cost for vehicle repairs and vehicle rental.

3. Settlement of Workers' Compensation Claims of James Mitchell, IWCC Case No. 21WC020498, in the amount of \$1,874.22.

Mr. Mitchell, a Laborer Foreman at the Stickney WRP, alleged a July 10, 2020 work related injury to his left index finger after it was caught in a maintenance truck door. The industrial clinic determined he had sustained a crush type injury, and he was treated with medication and physical therapy. Mr. Mitchell did not lose any time off from work for this accident. The settlement amount represents approximately 5% loss of use of the left index finger and will close out any future lost time benefits as well as any future medical benefits.

4. Settlement of Workers' Compensation Claims of Robert Rovy, IWCC Case No. 14WC028514, in the amount of \$2,000.00.

Mr. Rovy, a now retired Pipefitter at the Stickney WRP, alleged a March 11, 2014 work related injury to his right ankle when he mis-stepped while walking down the stairs carrying 50 pounds on a wheeled dolly. He was treated with medication and physical therapy. This settlement will close out any future lost time benefits as well as any future medical benefits.

5. Settlement of Workers' Compensation Claims of Ruba Abozir, IWCC Case No. 20WC026693, in the amount of \$1.00.

Ms. Abozir, a Supervising Budget and Management Analyst, alleged an April 15, 2019 work related injury when she was struck by another employee driving their personal vehicle. Ms. Abozir went to the emergency room and was diagnosed with a fracture to her left leg, a mild concussion, a minimally displaced coccyx fracture and a septal hematoma. Treatment for Ms. Abozir's injuries was primarily conservative in nature consisting of physical therapy, medication, and rest, but she underwent surgery to repair her septum on August 10, 2020. Ms. Abozir was paid a total of \$23,705.65 in lost time benefits. She initially returned to work on August 5, 2019, but was off work again on August 10, 2020, before returning to work on August 27, 2020. Ms. Abozir retained an attorney for her third-party claim against the driver of the vehicle that struck her. It was determined that it was in our best interest to waive our subrogation lien with the understanding that the District would settle the permanency aspect of this claim for \$1.00. This settlement will close out any future lost time and medical benefits.

Respectfully Submitted, Beverly K. Sanders, Director of Human Resources and Susan T. Morakalis, General Counsel, BKS:STM:EMA:JBM:JTM:mmv



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0032

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Judiciary Committee

File Type: Agenda Item

Agenda Number: 27

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON JUDICIARY

Mr. Brian A. Perkovich, Executive Director

Authority to settle the Workers' Compensation Claim of Henry Lloyd vs. MWRDGC, Claim number 19WC027518, Illinois Workers' Compensation Commission (IWCC), in the sum of \$27,945.45, Account 901-30000-601090

Dear Sir:

Henry Lloyd was a Maintenance Laborer A Shift at the Stickney Water Reclamation Plant. He retired from the District effective December 31, 2021. On July 12, 2019, the employee reported that while walking upstairs while carrying water samples he stepped wrongly, twisting his left ankle in the process. The employee was initially seen at the industrial clinic on July 12, 2019. An x-ray taken on July 12, 2019 revealed a fracture of his left foot. He was initially disabled from work effective July 15, 2019. The employee was treated conservatively with medication, 3-D Walker CAM boot, and physical therapy. He returned to work on August 22, 2019.

Mr. Lloyd missed a total of 5.60 weeks of work and was paid \$6,063.13 in lost time benefits.

Mr. Lloyd filed an Application of Adjustment of Claim with the Illinois Workers' Compensation Commission (IWCC) through his counsel. Subject to the approval of the IWCC, this case can now be settled for a total of \$27,945.45, representing approximately 20% loss of use of the left foot. This settlement will close out future lost time and medical benefits associated with this injury.

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

Requested, Beverly K. Sanders, Director of Human Resources, BKS:RAJ:RG
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0074

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Labor & Industrial Relations Committee

File Type: Agenda Item

Agenda Number: 28

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. Brian A. Perkovich, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Union of Operating Engineers, Local 399 (AFL-CIO)

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the International Union of Operating Engineers, Local 399, have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Operating Engineer I, Operating Engineer II, and Apprentice - Operating Engineer Trainee. The District has been advised that this Agreement has been ratified by the membership of Local 399.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2021 through June 30, 2024.

It is recommended that the Board of Commissioners approve the Agreement between the District and the International Union of Operating Engineers, Local 399.

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

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

Requested, Beverly K. Sanders, Director of Human Resources

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment

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

AGREEMENT WITH

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

JULY 1, 2021 - JUNE 30, 2024

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METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

AGREEMENT WITH

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

This Agreement, which includes attached Schedules A, B and C, 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, B and C, 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 but shall not be used to undermine the Union.

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 spokesperson will be authorized to handle Union problems on District time. The Union will inform the District of the names of the designated Union spokespersons.

SECTION 3. DUES CHECK-OFF

- A. The District, upon receipt of a proper authorization card, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the 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.

- B. As soon as practical upon execution of this Agreement, the union dues 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 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.
- C. Effective January 1, 2022, the District agrees to deduct and transmit to Local 399, on a monthly basis, contributions to the Local 399, International Union of Operating

Engineers Political Education Fund (Local 399 IUOE PEF) which shall be deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee. The Union agrees to indemnify and hold the District harmless from any liability incurred by reason of such deductions.

SECTION 4. WAGES

The District will pay an hourly rate of wages to the employees covered by this Agreement as specified 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
	4.0%	2.5%	2.25%
	Effective	Effective	Effective
	<u>07/01/21</u>	<u>07/01/22</u>	<u>07/01/23</u>
Operating Engineer I	\$54.13	\$55.48	\$56.73
Operating Engineer II	\$56.08	\$57.48	\$58.77

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 seven (7) 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 non-shift positions the work week shall consist of five continuous days of eight and one-half hours each (including an unpaid half-hour lunch period), 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. However, at management's discretion, non-shift employees' schedules may be adjusted to begin as early as 6:00 a.m. on a daily or weekly basis based on operational needs. 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. Compensation for shift employees who report to work on their regular day off (code 0048) which falls on a Holiday shall receive one and one-half times the hourly rate and "holiday earned" credit (pay code 0026) for the hours worked on the Holiday. Shift employees shall not receive any "holiday earned" time as a credit for their regular day off (code 0048) when they report to work on a Holiday. Shift employees who report to work on a Holiday and work less than eight (8) hours shall receive a minimum of eight (8) hours "holiday earned" time (pay code 0026).

Shift employees not scheduled to work on a holiday will be credited for eight (8) hours "holiday earned" (pay code 0026).

Non-shift employees who actually work on a scheduled holiday shall receive one and one-half times the hourly rate for the hours worked as well as eight hours of holiday pay (straight time) (pay code 0030).

All "holiday earned" time in excess of 100 hours must be used before the end of the next quarter. Any employee whose "holiday earned" balance is greater than 100 hours on July 1, 2021, may maintain that balance through December 31, 2025; however, any additional "holiday earned" time must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor, with every reasonable effort being made to allow the employee to have the day of his or her request. An employee who fails to request required "holiday earned" time off by the end of the next quarter will be assigned a date(s) upon which to take such time off.

- G. When an employee works overtime 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 number of overtime hours worked plus holiday earned time for the number of overtime hours worked.

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
 Juneteenth
 Independence Day

Labor Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day
 Three (3) Optional Holidays

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

ADDITIONAL HOLIDAY

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

For 2021, employees may choose one of the following days:
 Wednesday, November 24, 2021, or Friday, November 26, 2021, or Thursday, December 23, 2021, or Monday, December 27, 2021, or Thursday, December 30, 2021, or Monday, January 3, 2022.

For 2022, employees may choose one of the following days:

Wednesday, November 23, 2022, or Friday, November 25, 2022, or Friday, December 23, 2022, or Tuesday, December 27, 2022, or Friday, December 30, 2022, or Tuesday, January 3, 2023.

For 2023, employees may choose one of the following days:

Wednesday, November 22, 2023, or Friday, November 24, 2023, or Friday, December 22, 2023, or Tuesday, December 26, 2023, or Friday, December 29, 2023, or Tuesday, January 2, 2024.

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. Sick leave with pay will be allowed for illness, injury, or medical appointment in accordance with Illinois State law. If an employee has been absent, utilizing paid sick leave benefits, the immediate supervisor may require a Doctor's Certificate to verify the absence(s). 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.

Employees shall be granted paid parental leave in accordance with the provisions and procedures of Administrative Procedure (AP) 10.49.0, Parental Leave Policy for Non-Represented Employees.

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

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

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

J. Processing Transfer Requests and Withdrawals

A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is received and entered, and 5.) a copy of the form(s) indicating that the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire, if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

Time Limits for Withdrawals

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

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

A written authorization to withdraw a transfer request must be entered into the official electronic format and received and processed by the Human Resources Department prior

to the notice to the employee's immediate supervisor that the employee is being transferred. "Notice" is defined as the date and time that an e-mail is sent to the immediate supervisor to tell the employee he/she is being transferred.

- K. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.
- L. 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 section 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 in accordance with the Handbook of Employee Expense Rules and at the rate established as District policy by the Director of Finance/Clerk for all such miles. Travel claims are subject to audit. The District reserves the right to change the procedures in the Rules. However, with the exception of the rate established for mileage reimbursement, the benefits provided will not be diminished during the term of this Agreement.
- 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 prior to or 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. Mealtimes shall not exceed one (1) hour in time, when and if conditions permit.
- D. The District will reimburse employees on an annual basis for safety boots and safety glasses at a rate and method to be determined by the Safety Manager. The rate of reimbursement for safety shoes/boots will be equal to but not more than one-half of the cost per pair up to a maximum of \$150.00. 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, 2022, 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, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

Effective January 1, 2022, 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, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

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 \$125.00 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 \$25.00 co-payment for office visits will be required.
- A \$25.00 per admission deductible for outpatient services 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 \$125.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

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

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 District will utilize the Blue Cross Blue Shield of Illinois Balanced Drug list effective January 1, 2022. 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 31st of each year.

- For employees in the dental indemnity plan, the following will apply:
 - The annual deductible will be \$50.00 per covered member, \$150.00 maximum per family.
 - The annual benefit maximum will be \$2,500.00 per covered member.
- Coverage for 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. Effective August 1, 2022, the District shall increase the amount of this group term life insurance policy to twenty-five thousand dollars (\$25,000) for each full-time employee covered by this Agreement.
- 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. Health Reimbursement Arrangement

Effective January 1, 2022, the District shall establish a Health Reimbursement Arrangement (“HRA”) for regular full-time employees eligible for coverage under the District health plan. These will be notional accounts established on behalf of the employee. Employees are not vested in the HRA account balance.

The District will make contributions to HRA accounts based on the number of hours actually worked, including overtime. For purposes of the HRA account, hours worked will not include vacation, sick, or other compensatory time or time on a leave of absence, whether paid or unpaid. Contributions will be calculated in accordance with the following schedule;

	Effective January 1, 2022	Effective July 1, 2022	Effective July 1, 2023
Hourly Contribution	\$0.15	\$0.25	\$0.50

The following provisions will apply to the HRA accounts:

- Account balances may be carried over from year to year, unless forfeited for any of the reasons described in the plan provisions.
- Contributions for eligible hours worked will be credited to employee accounts on a quarterly basis on the 15th of the month following the end of the quarter (ex. hours worked from January through March will be credited on April 15th).
- Covered expenses are “qualified medical expenses” under Section 213(d) of the Internal Revenue Code. No other expenses will be eligible for reimbursement from the HRA account.
- No reimbursement will be made for an expense that is incurred before January 1, 2022.
- HRA account balances will be forfeited in the following situations:
 - A newly hired employee does not successfully complete the probationary period and is terminated by the District.
 - The account balance is less than \$50 and no contributions into or reimbursements out of the account have occurred for a period of two years.
 - The employee dies and the surviving spouse or dependent(s) are no longer eligible for coverage under the health plan.

The District retains the right to select a third-party administrator to administer the HRA accounts. A plan document will be established by the District and the third-party administrator to outline administrative procedures for the plan. Reimbursements for eligible expenses from the HRA accounts will be administered by the third-party administrator. Disputes with the third-party administrator are not subject to the grievance and arbitration procedures defined in this agreement.

E. 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 in the Operating Engineer I and Operating Engineer II classifications 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 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. Shift employees working the afternoon or midnight shifts may be temporarily reassigned to the day shift for job training purposes. This temporary reassignment will continue until a determination is made by management that the employee is properly trained and able to perform his or her duties in a satisfactory and competent manner. However, temporary reassignments for job training purposes shall not exceed four weeks.
- F. The District will grant military leave in accordance with Illinois State and Federal laws.
- G. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following paragraphs 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay.
- 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.

In no circumstances will the premium compensation (1-1/2 times the hourly rate or (0026) Holiday Earned credit) as identified in the paragraphs above extend beyond twenty-one (21) consecutive calendar days. When a facility closure is deemed to continue past fourteen (14) consecutive calendar days, the District and the Union shall meet for the purpose of negotiating and agreeing upon what the proper compensation will be if the facility closure extends beyond twenty-one (21) consecutive calendar days. Should employees be instructed to continue not to report to work, such employees shall be coded as payroll code 0017A. Nothing contained in this section shall prevent the District from exercising its rights under Section 2, Management Rights, Paragraph A.

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

- L. For confined space entry, any qualified employee from any classification may be assigned top-man duties based on operational needs. Qualified employees may perform top-man duties for any employee classification that is entering and performing work in a confined space 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, 2021 and shall continue in full force and effect through June 30, 2024 and from year to year thereafter unless at least 60 days prior to June 30, 2024 or at least 60 days prior to June 30 of any year thereafter, notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof which is mutually agreed by the parties, this Agreement shall expire on July 1 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.
- B. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement by 30 days prior to expiration of the current Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit their dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

SECTION 25. NON-DISCRIMINATION

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

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

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

Allegations of harassment, discrimination, and retaliation shall not be pursued through the grievance procedure but shall be reported to the District's Employee Relations Section 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 _____, 2022.

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

Pat Kelly
President/Business Manager

Roger McGinty
Financial Secretary

Vince Winters
Recording Secretary

For the Metropolitan Water Reclamation District of Greater Chicago:

Ted J. Kosowski
Labor Negotiator

Approved as to Form and Legality

James Murray
Head Assistant Attorney

Susan T. Morakalis
General Counsel

Jacqueline Torres
Clerk/Director of Finance

Brian A. Perkovich
Executive Director

Marcelino Garcia
Chairman Committee on Finance

Kimberly Du Buclet
Chairman Committee on Labor
and Industrial Relations

APPROVED:

Kari K. Steele
President Board of Commissioners

SCHEDULE A
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2021)

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. Reporting to work or continuing to work while under the influence of drugs, including cannabis and/or alcohol or the use, abuse, possession, distribution, or sale of drugs, including cannabis 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. While cannabis use is legal in Illinois for both recreational and medicinal purposes, the Illinois Cannabis Regulation and Tax Act allows employers to adopt drug-free workplace policies. The District remains a drug and alcohol free workplace. If reasonable suspicion testing results in a positive test result for cannabis, it will be treated as a violation of this Drug and Alcohol Testing Policy.
2. Urine sample collection will be done by a service provider selected by the District. That service provider 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 result will be submitted to a Medical Review Officer (MRO) for further analysis. A positive test result as determined by the MRO constitutes a violation of this policy. A negative screen test or negative confirmatory test as determined by the MRO 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 in violation of this policy may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

If an employee subject to disciplinary action before the Civil Service Board enters into a Stipulation of Facts and Admission of Charges ("Stipulation") with the District and approved by the Civil Service Board, the Stipulation 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 Stipulation, 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, 2021)

FLEXIBLE SPENDING ACCOUNTS

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

Medical and Dependent Care Accounts

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

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

Transportation Accounts (Mass Transit and Parking)

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

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

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

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

SCHEDULE C
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2021)

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, 2021, through June 30, 2024, 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:

	Hourly Rate <u>Effective</u> 7/01/21	Hourly Rate <u>Effective</u> 7/01/22	Hourly Rate <u>Effective</u> 7/01/23
First 12 months of service	\$18.25	\$19.25	\$20.25
Second 12 months of service	\$19.50	\$20.50	\$21.50
Third 12 months of service	\$20.75	\$21.75	\$22.75
Fourth 12 months of service	\$22.00	\$23.00	\$24.00

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



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0075

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Labor & Industrial Relations Committee

File Type: Agenda Item

Agenda Number: 29

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. Brian A. Perkovich, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and SEIU Local 1, Firemen and Oilers Division

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and SEIU Local 1, Firemen and Oilers Division, have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Fireman-Oiler, Laborer Foreman, Principal Storekeeper, Maintenance Laborer A Shift, Storekeeper, Patrol Boat Captain, Maintenance Laborer A, Police Officer, Materials Handler Laborer, Pollution Control Technician II, Pollution Control Technician I and Maintenance Laborer B. The District has been advised that this Agreement has been ratified by the membership of SEIU Local 1.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2021 through June 30, 2024.

It is recommended that the Board of Commissioners approve the Agreement between the District and SEIU Local 1, Firemen and Oilers Division.

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

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

Requested, Beverly K. Sanders, Director of Human Resources

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment

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

AGREEMENT WITH

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

JULY 1, 2021 – JUNE 30, 2024

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METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO
AGREEMENT WITH
SEIU LOCAL 1,
FIREMEN AND OILERS DIVISION

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

SECTION 1. RECOGNITION

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

Employees may follow this path to view the job specifications on the Falcon server:

Falcon----> Personnel----> Public Access----> Job Specifications

- 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.

- C. The Union Representative, the Union Steward, or an appointee by the Union, shall be provided a thirty (30) minute period on the clock to meet with any new employee(s), within their work area, to orientate them to the Union and the Collective Bargaining Agreement. The District shall notify the Union Representative within 10 business days of the new hires start date, for the Union Representative, Union Steward or the appointee by the Union Representative to appropriately schedule the time and be excused from his/her regular duties.

SECTION 2. MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS

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

B. OVERTIME

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

C. CONTRACTING AND SUBCONTRACTING

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

D. LIMITATIONS UPON UNION ACTIVITY

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

Plant Steward will be authorized to handle Union problems on District time. The Union will inform the District of the names of the designated stewards.

SECTION 3. DUES CHECK-OFF

- A. The District, upon receipt of a proper authorization card, shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Secretary-Treasurer of Local 1, and shall remit such deductions on a monthly basis to the Secretary-Treasurer of Local 1. Each month, the District shall provide the Union with an electronic list of each employee's name, address, telephone number on file, job title, work location, wage rate and start date.

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

- B. As soon as practical upon execution of this Agreement, the union dues monthly remittance to SEIU Local 1 shall be done electronically. SEIU Local 1 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to SEIU Local 1. SEIU Local 1 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.
- C. Effective January 1, 2015, the Employer agrees to deduct and transmit to SEIU Local 1, on a monthly basis, contributions to the SEIU COPE deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee. The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of such deductions.

SECTION 4. WAGES

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

SECTION 5. WORK WEEK

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

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

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

- A. All employees required to work on continuous seven (7) day service shift shall make their reliefs at 6:30 a.m., 2:30 p.m. and 10:30 p.m., unless otherwise stated in this Agreement.
- B. In those shift positions in which continuous seven (7) day service is required, Saturdays and Sundays shall be considered regular working days. For shift employees assigned to the Railroad Crew, Saturdays and Sundays will be considered regular work days in such scheduled weeks that Saturday and Sunday are part of their five-day schedule. However, shift employees assigned to the Railroad Crew will not have Sunday as part of their five-day schedule more frequently than every third week.
- C. Non-shift employees will have a normal workday which begins at 7:00 a.m. and ends at 3:30 p.m., unless otherwise stated in this Agreement. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m., unless work conditions dictate otherwise. Storeroom employees may be assigned a lunch period, based on seniority, starting at 11:30 a.m. and ending at 12:00 noon or a lunch period starting at 12:15 p.m. and ending at 12:45 p.m. 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. Storeroom employees may be permitted wash-up time 15 minutes before their assigned lunch period. All non-shift employees may be subject to shift work

providing shift work is normally utilized within such classification and further provided that such assignment is given to the least senior employee in the classification at that location.

- D. For employees working on shift, no mealtime will be allowed as part of the eight (8) hour shift, but lunch may be eaten at their work stations when and if conditions permit. The District recognizes the current practice at the Main Office Building Complex and a reasonable effort will be made to equitably distribute meal and personal breaks among Police Officers assigned to the MOB Complex, if time and conditions permit. For Police Officers assigned to the MOB Complex, meal breaks shall normally be between 11:00 a.m. and 1:00 p.m., and up to 30 minutes, if time permits.
- E. All employees shall report to their work stations in working clothes. Any employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.
- F. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.
- G. No shift employee is subject to work more than two (2) shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen (16) hours.

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

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

- H. Industrial Waste and Environmental Monitoring and Research employees will be assigned to one of the following schedules:
 1. All Pollution Control Technicians and Patrol Boat Captains will be assigned to regular days which will work from 7:00 a.m. to 3:30 p.m. However, Pollution Control Technicians and Patrol Boat Captains may be directed by supervisory staff to alter their start times between the hours of 6:00 a.m. and 7:00 a.m. and alter their end times between the hours of 2:30 p.m. and 3:30 p.m. based on operational needs. An early start time may be needed after a TARP fill event or to conduct water quality monitoring on area waterways. In these circumstances, Pollution Control Technicians and Patrol Boat Captains will receive a minimum of 48 hours notice prior to a change in their start times.
 2. The Pollution Control Technician assigned to the responsibilities of Midnight Transporter will work from 11:30 p.m. to 8:00 a.m. Effective January 1, 2010, the

Pollution Control Technician assigned to the responsibilities of Midnight Transporter shall be assigned the work hours of 3:00 p.m. to 11:30 p.m. The Midnight Transporter shall then be called Afternoon Transporter.

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

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

Non-shift employees at plant locations working 7:00 a.m. until 3:30 p.m. must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out no earlier than 3:23 p.m. and no later than 15 minutes after the end of their scheduled workday.

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

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

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

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

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

SECTION 6. OVERTIME

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

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

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

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

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

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

- B. No overtime 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 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 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 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. Overtime is to be distributed equally among the employees within each section so far as is practical. A listing of overtime totals used to determine overtime distribution will be posted monthly in a conspicuous location designated by the supervisor. Any section that currently has the capability, and any other section that determines it is feasible to post this list electronically as a read only format on-line, will do so. The Union acknowledges that the posted overtime list is for informational purposes only, and is only accurate as of the time of the posting. A listing of overtime totals used to determine overtime distribution for Police Officers will be posted daily by 6:00 a.m. in a shared folder accessible to Police Officers. Where a listing of current overtime totals is not posted on a daily basis, employees may be provided with a listing of current overtime totals used to determine overtime distribution upon request.
- E. Except for shift assignments where employees are being relieved, scheduled overtime will be assigned in the section where the overtime is required following past practice. When there are no volunteers to perform the overtime assignment, the Union acknowledges that the District may utilize other bargaining unit members, within the same classification, from other sections.
- F. An employee working a double shift on a shift assignment will be allowed to leave the plant grounds for supper (not to exceed one [1] hour), with the permission of the immediate supervisor, provided that in doing so, he/she does not disrupt the work schedule. Time spent for supper on the second of the two shifts worked will be considered time worked. Time spent for supper on the second of the two shifts worked may not be

taken in the last hour of that shift. The employee must be present to make their relief with the employee coming on duty.

- G. Non-shift employees who work overtime as an extension of their workday may leave the plant for supper with the permission of their immediate supervisor. Time spent for supper shall not be credited as time worked, and shall not exceed one (1) hour.
- H. 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.
- I. Shift employees, including Police Officers, who 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. Compensation for shift employees who report to work on their regular day off (code 0048) which falls on a Holiday shall receive one and one-half times the hourly rate and "holiday earned" credit for the hours worked on the Holiday. Shift employees shall not receive any "holiday earned" time as a credit for their regular day off (code 0048) when they report to work on a Holiday. Shift employees who report to work on a Holiday and work less than eight (8) hours shall receive a minimum of eight (8) hours "holiday earned" time.

Shift employees not scheduled to work on a holiday will be credited for eight (8) hours "holiday earned." Non-shift employees who actually work on a scheduled holiday shall receive one and one-half times the hourly rate for the hours worked as well as eight hours of holiday pay (straight time).

All "holiday earned" time in excess of 100 hours must be used before the end of the next quarter. Any employee whose "holiday earned" balance is greater than 100 hours on July 1, 2021, may maintain that balance through December 31, 2025; however, any additional "holiday earned" time must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor, with every reasonable effort being made to allow the employee to have the day of his or her request. An employee who fails to request required "holiday earned" time off by the end of the next quarter will be assigned a date upon which to take such time off.

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

- J. When an employee works a double shift on a scheduled holiday, such employee shall be compensated for his/her own shift and at 1-1/2 times the hourly rate for the second shift plus eight hours "holiday earned" time.
- K. A shift employee who does not report for his/her regular shift on a scheduled holiday shall be coded, "Absent, No Pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "Holiday," providing he/she is able to substantiate upon return to work that he/she was, in fact, sick.

- L. In the event of a “short change over” (less than sixteen [16] hours between working shifts), “overtime” compensation will be paid at 1-1/2 times the hourly rate. When a day employee is assigned to shift work on the following day shift, such assignment will not be considered a “short change over.” When an employee is assigned to work a “double shift”, such assignment will not result in a “short change over.”
- M. In the case where an employee is requested to report to the Main Office on his/her relief day, he/she shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate for every one hour spent on District business.
- N. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.
- O. Employees who work overtime will have the option of substituting two (2) hours of compensatory time for the one and one half (1-1/2) times the hourly rate as overtime compensation if approved by the supervisor. The option will be made on the day the work is performed, and so coded on the daily time sheet. No change will be allowed following coding by the supervisor.

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

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

- P. Management shall consult the assigned Foreman or Foremen to determine the Sewer Control crew size(s) required to perform any scheduled or non-scheduled overtime work, including overtime that occurs as the extension of the workday. Management may choose to work with a smaller or larger crew size based on the Foreman’s or Foremen’s recommendation(s) for work safety, but the final decision remains with Management if there is a disagreement. It shall be the first available Foreman’s (per the overtime list) responsibility to call out the required number of personnel for the work, including the next Foreman if a second crew is required to increase worker safety and effectiveness. The Foremen shall be responsible for maintaining and updating the overtime call-out list. For overtime that is an extension of the workday, if a crew member(s) cannot stay for the overtime work, then the Foreman, after consulting and receiving approval from management, fills the missing positions, one crew member at a time until the crew is adequately staffed.
- Q. If an employee is scheduled for overtime and required to meet with the Law Department on the employee’s regular day off or outside the employee’s normal working hours, such

employee will be compensated at the rate of 1-1/2 times the hourly rate, or holiday pay as defined in this Section if such meeting(s) is scheduled on a holiday (excluding optional holidays) as defined in Section 7. Holidays, for each hour traveled and time spent meeting with the Law Department.

- R. During the term of this agreement, the District and the Union agree to discuss issues regarding procedures and past practices as they relate to paragraph D of this section using a Labor-Management Committee. The purpose of the Committee, therefore, is to discuss issues concerning the distribution of overtime and attempt to resolve these issues.

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

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

SECTION 7. HOLIDAYS

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
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Three (3) Optional Holidays

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

third Monday in February, the Memorial Day holiday will be observed on the last Monday in May, and the Labor Day holiday will be observed on the first Monday in September.

Employees hired after June 30th in any calendar year will receive the third Optional Holiday the following January 1st. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor and must be used each year by December 31st.

Under no circumstances will an employee be allowed to carry any optional holidays over into the following calendar year.

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

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

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

ADDITIONAL HOLIDAY

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

For 2021, the additional holiday options are:

Wednesday, November 24, 2021, or Friday, November 26, 2021, or Thursday, December 23, 2021, or Monday, December 27, 2021, or Thursday, December 30, 2021, or Monday, January 3, 2022.

For 2022, the additional holiday options are:

Wednesday, November 23, 2022, or Friday, November 25, 2022, or Friday, December 23, 2022, or Tuesday, December 27, 2022, or Friday, December 30, 2022, or Tuesday, January 3, 2023.

For 2023, the additional holiday options are:

Wednesday, November 22, 2023, or Friday, November 24, 2023, or Friday, December 22, 2023, or Tuesday, December 26, 2023, or Friday, December 29, 2023, or Tuesday, January 2, 2024.

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

Shift employees, including Police Officers, will receive holiday pay for Christmas and New Year's Day in accordance with the holiday schedule above. Shift employees, including Police Officers, 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, including a Police Officer, has an approved day off (vacation, holiday used, compensatory time, or optional holiday) on any of the designated days, that employee will be coded "Holiday" for a previously scheduled day off. The previously scheduled day off will be rescheduled for another date with the approval of the supervisor. Employees may not receive holiday pay or holiday earned for more than one day.

SECTION 8. VACATIONS

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

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

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

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

Changes from the scheduled vacation time shall be allowed subject to vacation pick availability and the approval of the Department Head.

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

- E. Normally vacation time should be taken in periods of one (1) week (5 working days), at a minimum. However, with supervisory approval, employees may be allowed to take vacation time in half-day (four-hour) increments.
- F. New employees will accrue one day of vacation in each of the first ten (10) months of employment. A new employee may use half of the above vacation time (5 working days) after six (6) months of District service, providing such employee receives the approval of his/her supervisor.
- G. Any employee who has rendered service as an employee to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

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

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

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

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 shall be required to schedule their unused vacation balance immediately upon their return to work or use their unused vacation balance based on operational needs.

- J. Any member of this unit who has served as a temporary employee in the classification of Relief Worker, shall be credited with that service for computation of vacation benefits to a maximum of 119 days credit, provided he/she meets the requirements of Paragraph F of this section, and provided that the temporary service is continuous with his/her appointment as a provisional or probationary employee.
- K. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks between March 1 and September 30) rounding upwards as required. One-third rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as defined above), shall be allowed vacation during the months of January and December. Those departments that schedule their vacations in accordance with the provisions of Paragraph A of this Section and in accordance with the current practice at the time of execution of this Agreement may continue to use that practice to schedule vacations.

SECTION 9. JURY DUTY

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

SECTION 10. BEREAVEMENT PAY

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

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

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

Should an employee be on a scheduled vacation or other approved paid time off (excluding Ordinary or Duty Disability) at the time of death that qualifies for paid bereavement leave, the employee should notify their supervisor of the need to change the approved time off payroll code to bereavement leave pay code, but not in excess of the three (3) paid bereavement leave days as provided by this section.

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

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

SECTION 12. SICK LEAVE

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

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

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

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

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

- A physician's certificate shall be defined as one on an original physician's or health care facility's note form or stationery, which includes an original or electronic physician's or health care professional's signature, and shall also include the physician's or health care professional's printed name, the patient's name, the date of visit, the period of illness, and the date the employee is able to return to work. The District will accept a doctor's certificate transmitted directly from the physician's or health care professional's office which includes the information listed above with an electronic signature of the physician or health care professional. The District will not contact an employee's physician to question the physician's certificate. It is the employee's responsibility to provide an acceptable physician's certificate. In the case where the physician's certificate does not meet the requirements defined above, the employee will be given a reasonable amount of time to provide an acceptable physician's certificate. Failure to provide such acceptable verification will result in the absence being unexcused.
 - A shift employee who does not report for his/her regular shift on a scheduled holiday shall be coded, "Absent, No Pay," irrespective of any overtime or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "Holiday," providing he/she is able to substantiate upon return to work that he/she was, in fact, sick.
 - An employee will be considered to be abusing sick leave if the employee uses four or more unverified occurrences of sick leave without a physician's verification in any two consecutive six-month periods as defined in the sub-paragraphs above. Employees who use four or more unverified occurrences of sick leave without physician verification in any two consecutive six-month periods will be provided with written notice that they are considered to be abusing sick leave after the fourth unverified occurrence in the second consecutive six-month period. Employees who have been notified that they are considered to be abusing sick leave will be required to provide physician verification for all future sick leave usage. Such employees who fail to provide physician verification for any future sick leave absence will result in the absence being considered unexcused and will result in the employee being docked for the time absent and will subject the employee to disciplinary action. For employees considered to be abusing sick leave as defined above, physician verification for any sick leave use will be required until the employee has demonstrated two consecutive six-month periods without any unverified sick leave usage.
- D. Employees abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

E. ANNUAL SICK LEAVE PAYOUT

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

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

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

SICK LEAVE PAYOUT AT SEPARATION

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

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

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

- F. Shift employees unable to report for work because of sickness must speak to the shift supervisor or the shift supervisor's designee on duty to report their inability to report for work, not less than one (1) hour before starting time except in emergencies beyond the employees' control which the circumstances at the time can alone determine. All other employees must speak to their immediate supervisor or the shift supervisor's designee not later than one-half hour after starting time of their inability to report. Notice left by voice

mail or speaking with an unauthorized employee will not be considered an acceptable means of notification of an employee's inability to report for work.

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

Employees shall be granted paid parental leave in accordance with the provisions and procedures of Administrative Procedure (AP) 10.49.0, Parental Leave Policy for Non-Represented Employees.

SECTION 13. TERMINATION PAY

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

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

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

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

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

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

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

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

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

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

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

SECTION 14. TRANSFERS IN SAME CLASS

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

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

- D. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined.
- E. Probationary employees are subject to all provisions of Section 14, and shall be eligible for transfer on probation provided the employee has submitted a request for transfer and has received no disciplinary action and has an overall Probationary Progress Report of "Meets Standards."
- F. A provisional employee may submit a request for transfer within his/her budgetary section only, but shall not normally be considered for transfer until similar requests from permanent and probationary Civil Service employees have been satisfied.
- G. Unless otherwise stated in this section, any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- H. The Human Resources Department will establish suitable rosters of all requests for transfer within, into, and out of, the department. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.
- I. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until the request is satisfied, or the employee submits a written authorization to withdraw the requests. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is reviewed and entered, and 5.) a copy of the form(s) indicating that the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee shall ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is on file.

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

As soon as practical upon execution of this Agreement, employees will enter a request for transfer or a request to withdraw a transfer through an official electronic format. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the

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

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

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

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

No voluntary transfer requests will be effected into sections that have budgetary designations of "#1," "#2," or "(AC)" until such time as all of the "#1," "#2," or "(AC)" designated positions have been dropped in that section. In sections that have positions that have budgetary designations of "#1," "#2," or "(AC)" if an involuntary transfer, or

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

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

- N. Employees who are transferred to a position not formally requested when they are subject to involuntary transfer because of positions designated #1, #2, or (AC) in their budgetary sections, will be considered involuntarily transferred, and will not be subject to the 30 day or six month waiting provisions for the purpose of any transfer.
- 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.

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

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

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

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

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

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

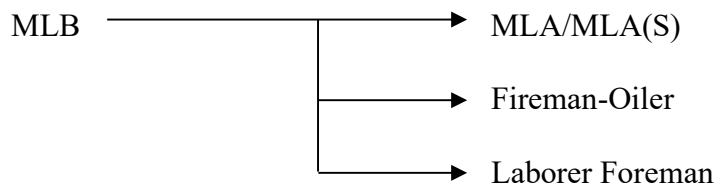
Any updates or new Administrative Procedures issued regarding the topics above during the term of this Agreement will be included for the purpose of a temporary reassignment, and/or transfer.

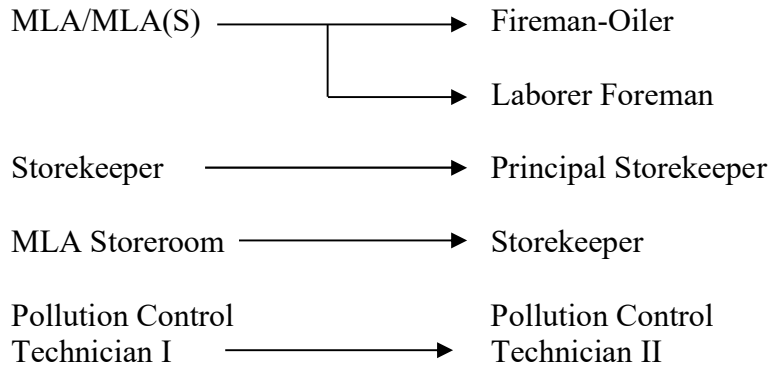
- Q. An employee involuntarily transferred and who has a transfer request that has not been satisfied since the involuntary transfer, shall be the first employee eligible for transfer to return to the section and shift the employee was involuntarily transferred from provided such employee has a transfer request on file to the section and shift the employee was involuntarily transferred from if such transfer does not require the waiver of a crosshatch.

SECTION 15. SENIORITY

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

- A. When one or more but less than all the employees occupying the positions in a single class are to be laid off, such employees shall be laid off in the order of lowest seniority.
- B. For promotions on a provisional basis or for acting assignments, employees in the subordinate class shall be considered in order of classification seniority from among those in the same budgetary section and work unit, provided the employees are willing, qualified, and have an acceptable work record for the higher level position. Employees who receive a coaching or counseling with no further progressive discipline shall be considered to have an acceptable work record. An acceptable work record shall be further defined as not having received an oral warning in the last six months; not having received a written warning or suspension within the last year; not having a current annual performance rating of “Improvement Required”; or not working under a stipulation agreement. Promotions from MLA(S) to Shift Fireman-Oiler shall be made on the basis of seniority from among all shift MLA(S) personnel within the same shift and section. Provisional promotions or acting assignments as listed below, shall be made on the basis of seniority from the same budgetary section and work unit, when the duties are required to be performed, provided that the senior employee in the District’s judgment is willing, qualified, and able to perform the duties of the higher level position.





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

- C. If an employee is temporarily assigned to perform the work of a higher rate classification for a period of 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.

SECTION 16. TEMPORARY REASSIGNMENTS

For employees working in the Maintenance and Operations, Procurement and Materials Management or Monitoring and Research Departments, employees may be temporarily reassigned to other budgetary sections within the same department they are assigned to or to other work units within the same budgetary section the employee is assigned to based on the operational needs of the department. For the purpose of making temporary reassignments, volunteers will be sought by seniority from among the employees in the classification and from the same budgetary section and work unit where it has been determined that the employee will be reassigned from. If the reassignment cannot be made on a voluntary basis, then the reassignment will be made from the least senior employee in the classification, budgetary section and work unit

where it has been determined that the reassignment will be made from. Police Officers assigned to the Steady Shift in Appendix II may be temporarily reassigned from the Stickney Plant to any other budgetary section based on operational needs. Police Officers assigned to the Steady Shift in Appendix II may be temporarily reassigned from any budgetary section to any other budgetary section on a voluntary basis, when there is an operational need to do so. Police Officers assigned to the Steady Shift in Appendix II may be temporarily reassigned from any budgetary section to any other budgetary section during periods of civil trouble or unrest or other emergencies as determined by the Executive Director. For purposes of work units for Police Officers, the Stickney Water Reclamation Plant work unit includes the Main Office Building Complex and the O'Brien Water Reclamation Plant work unit includes the Egan and Kirie Water Reclamation Plants. For the purpose of making temporary reassignments, volunteers will be sought by seniority from among the employees in the classification and from the same budgetary section and work unit where it has been determined that the employee will be reassigned from. If the reassignment cannot be made on a voluntary basis, then the reassignment will be made from the least senior employee in the classification, budgetary section and work unit where it has been determined that the reassignment will be made from.

SECTION 17. AUTO AND MEAL ALLOWANCES

- A. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated in accordance with the Handbook of Employee Expense Rules and at the rate established as District Policy by the Director of Finance/Clerk for all such miles. The District reserves the right to change the procedures in the Rules. However, with the exception of the rate established for mileage reimbursement, the benefits provided will not be diminished during the term of this Agreement. 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 prior to or 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, when and if conditions permit.

SECTION 18. INSURANCE

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

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

SECTION 19. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II to the Director of Human Resources within seven (7) calendar days of receipt by the Union of the Department Head's decision.
- B. The Union, the Director of Human Resources and the Labor and Employee Relations Staff will meet at least monthly to discuss the pending Step III grievances to determine if there are any grievances that may be resolved or if a Step III meeting needs to be scheduled. In the last week in each month, the District and the Union will establish dates for pre-Step III grievance hearings and Step III grievance hearings for the following month. At least one date will be scheduled monthly for Step III grievances, except for the three months prior to the expiration of this agreement. The Director of Human Resources or the Director's designee shall reply in writing to the Union with a copy to the employee within seven calendar days of the Step III grievance meeting advising of the Director's determination.
- C. If a grievance is not settled at the third (3rd) Step, either the Union or the District may notify the other in writing within ten (10) days of the receipt by the Union of the Step III decision, that they request final and binding arbitration.
- D. If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

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

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

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

SECTION 20. FINAL AND BINDING ARBITRATION

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

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

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

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

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

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

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days from the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The

Arbitrator's authority shall be limited to making a decision on the grievance in question which conforms with the terms of this Agreement. The Arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the District, and the employee.

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

SECTION 21. NO STRIKE—NO LOCKOUT

- A. During the term of this Agreement, neither the Union nor its agents or any employee covered by this Agreement for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.
- B. The Union agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Section, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees violating Section 21 A to return to work.
- C. The District may discharge or discipline any employee who violates Section 21 A and any employee who fails to carry out his/her responsibilities under Section 21 B, and the Union will not resort to the Grievance Procedure on such employee's behalf.
- D. Union Action in Event of a Strike

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

- 1. Advise the District in writing that the strike or stoppage has not been called or sanctioned by the Union. Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown, or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown, or other interference with District operations is authorized.

2. Provide copies of the following notice on Union letterhead to be posted on bulletin boards in the Plant and other District facilities:

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

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

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

The Union will not support the action of any Police Officer taken in violation of the foregoing paragraph, nor will it directly or indirectly take reprisals of any kind against a Police Officer for continuing or attempting to continue the full, faithful, and proper performance of his/her contractual duties, or who refuses to participate in any of the activities prohibited by this No Strike provision.

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

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

SECTION 22. SEPARABILITY AND NOTICE

A. AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

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

B. NOTICES

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

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

Notices sent by the District shall be electronically mailed, unless registered postal service is required, to the following:

1. Secretary-Treasurer of SEIU Local 1
2. Fireman and Oilers Division, Representative
3. Grievance Department, Director

The District will notify the Union when any employees are hired, promoted, or terminated in the classifications covered under this Agreement. The notification for new hires and promotional appointments will occur not later than 10 business days after a start date has been established.

SECTION 23. AMENDMENTS AND ENTIRE AGREEMENT

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

SECTION 24. NON-DISCRIMINATION

Neither the District nor the Union will discriminate against any employee in the Bargaining Unit with regard to wages, hours, or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin in violation of any Federal or Illinois law. Allegations of

discrimination shall not be pursued through the grievance procedure but shall be submitted to the appropriate State or Federal agency.

SECTION 25. DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2021, and shall continue in full force and effect through June 30, 2024, and from year to year thereafter unless at least 60 days prior to June 30, 2024 or at least 60 days prior to June 30 of any year thereafter notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on July 1 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.
- B. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Federal Mediation & Conciliation Service.

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

- C. The union agrees that if the current Agreement has expired and a successor Agreement has not been agreed upon, and other employees exercise their statutory right to strike, that the Police Officers and Watchmen will continue to work in accordance with Section 21 E. Likewise in the event of impasse over any issues directly related to wages, hours, or conditions of employment of Police Officers or Watchmen, those issues shall be submitted to an impartial arbitrator, who shall be selected in accordance with the provisions of Section 20 of this Agreement.
1. The arbitrator shall conduct his/her proceeding in accordance with the provisions of Section 14(d) through 14(h) of the Illinois Public Labor Relations Act, excepting that references in the Statute to the Chairman or panel of arbitrators shall be interpreted to mean the single arbitrator. The District and the Union agree to accept the arbitrator's award as final and binding.

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

Executed at Chicago, Illinois, this _____ day of _____, 2022.

For the SEIU Local 1, Firemen and Oilers Division

Carlos Perez
Union Representative/Coordinator

For the Metropolitan Water Reclamation District of Greater Chicago

Ted J. Kosowski
Labor Negotiator

Approved as to Form and Legality

James Murray
Head Assistant Attorney

Susan T. Morakalis
General Counsel

Jacqueline Torres
Clerk/Director of Finance

Brian A. Perkovich
Executive Director

Marcelino Garcia
Chairman Committee on Finance

Kimberly Du Buclet
Chairman Committee on Labor
and Industrial Relations

APPROVED:

Kari K. Steele
President Board of Commissioners

SCHEDULE A

(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2021)

1. RATES OF PAY

Hourly rates of wages in effect for dates specified:

<u>POSITION CLASSIFICATION</u>	Hourly Rate 4.0% Effective <u>07/01/21</u>	Hourly Rate 2.5% Effective <u>07/01/22</u>	Hourly Rate 2.25% Effective <u>07/01/23</u>
Fireman-Oiler	46.11	47.26	48.32
Turbine Laborer	46.11	47.26	48.32
Laborer Foreman	47.02	48.20	49.28
Principal Storekeeper	47.02	48.20	49.28
Building Laborer	44.34	45.45	46.47
Boiler Setter Laborer	44.34	45.45	46.47
Maintenance Laborer A Shift	44.11	45.21	46.23
Storekeeper	44.11	45.21	46.23
Patrol Boat Captain	47.02	48.20	49.28
Maintenance Laborer A	42.00	43.05	44.02
Police Officer	44.11	45.21	46.23
Material Handler Laborer	39.07	40.05	40.95
Watchman	TBD	TBD	TBD
Pollution Control Technician II	39.28*	40.26*	41.17*
Pollution Control Technician II (Base Rate)	34.58	35.44	36.24
Pollution Control Technician I	35.89*	36.79*	37.62*
Pollution Control Technician I (Base Rate)	31.61	32.40	33.13
Maintenance Laborer B	29.29	30.02	30.70

Employees in the job classifications included in this agreement shall receive a 4.0% wage increase on July 1, 2021, a 2.5% wage increase on July 1, 2022, and a 2.25% wage increase on July 1, 2023.

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

2. VACATIONS

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

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

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

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

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

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

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.

3. SICK LEAVE

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

4. MISCELLANEOUS

- A. Employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m. unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.
- B. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:15 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:15p.m. No employee will be allowed to clock out earlier than 3:23 p.m.
- C. The District will furnish wearing apparel and safety equipment where work conditions require. The District will furnish uniforms where required.
- D. The District will reimburse employees on an annual basis for safety boots and safety glasses at a rate and method to be determined by the Safety Manager. The rate of reimbursement for safety shoes/boots will be equal to but not more than one-half of the cost per pair up to a maximum of \$150.00. 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, unless the Safety Manager increases the rate and method above.
- E. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0, Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

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

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

Any revisions to the Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees during the term of this Agreement will

be included for the purpose of determining tuition reimbursement eligibility.

- F. The District shall provide training on any computer programs used in the performance of an employee's work duties, and such employees will be expected to satisfactorily complete tasks using those computer programs once they are trained.
- G. The MLA-Shift pay rate will be paid to MLA's assigned to the Railroad Crew, the Sewer Maintenance Unit, the Channel Maintenance Crew, and the Boiler Washer Crew. The Channel Maintenance Crew will report to a pumping station or other designated District facility to pick up their tools at the start of the workday. The tools will be returned to that facility at the end of the workday. The Channel Maintenance Crew will receive mileage for carrying tools from the point of picking up their tools at the start of the workday until the tools are returned at the end of the workday. Pollution Control Technicians assigned to work shift will receive the shift differential in effect at the date of execution of this Agreement.
- H. Warning notices will be removed from an employee's personnel record after 12 consecutive months from the issuance of said warning notice upon his/her written request, provided the employee does not receive any other disciplinary action(s) during the 12 months. Such warning notices will be maintained in a sequestered file.
- I. Employees required to work under compressed air (10 p.s.i. or greater) will receive a 10 percent cash bonus for the working time actually spent under these conditions.
- J. Employees spraying chemicals requiring a license from the State of Illinois to spray such chemicals will receive a five percent cash bonus for the working time spent actually spraying those chemicals.
- K. The District will grant military leave in accordance with Illinois State and Federal laws.
- L. The District will advise the Union, in writing, of any positions within the bargaining unit which have been designated #1, #2, or (AC) prior to budget hearings by the Board of Commissioners. The District's notice will indicate the effective date of #1, #2, or (AC) designation and the reason for such designation.
- M. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following paragraphs 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay 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 differential pay during a full day facility closure if they were not required to work during the closure.

2. Partial Day District Designated Facility Closure

- a. Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay.
- 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 differential pay for the hours worked on a partial day facility closure.

In no circumstances will the premium compensation (1-1/2 times the hourly rate or (0026) Holiday Earned credit) as identified in the paragraphs above extend beyond twenty-one (21) consecutive calendar days, unless negotiated as specified below. When a facility closure is deemed to continue past fourteen (14) consecutive calendar days, the District and the Union shall meet for the purpose of negotiating and agreeing upon what the proper compensation will be if the facility closure extends beyond twenty-one (21) consecutive calendar days. Should employees be instructed to continue not to report to work, such employees shall be coded as payroll code 0017A.

- N. All employees will be required to participate in the electronic deposit of their payroll check into an account that the employee specifies.
- O. Patrol Boat Captains will be required to drive a District vehicle, when available, to and from a District boat dock or any other location to which they are assigned, to complete their job assignments. When a District vehicle is not available, the use of a personal auto may be required. Mileage for personal auto use will be reimbursed according to the Finance Department's Handbook of Employee Expense Rules. Reimbursement for mileage will not be approved for travel between work sites within the same District facility.

- P. During the term of this Agreement, the District shall meet statutory training requirements for Police Officers as mandated by the state. The District will post training schedules on a quarterly basis.

Effective January 1, 2022, a training committee shall be comprised of four (4) Police Officers who have been certified as instructors and two (2) Police Command Supervisors. The purpose of this committee is advisory in nature and intended to collaborate and evaluate additional training requests not mandated by the State. This committee shall meet on a quarterly basis to evaluate training topics and the method(s) and mean(s) of delivery.

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

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

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

- R. 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.
- S. Employees shall perform the duties of any assignment within their classification, section and shift/non-shift to meet the workload of that section.
- T. Changes to Performance Ratings. Employees may request to have a union representative present at a meeting where it is being explained to the employee why his/her performance rating was changed by a supervisor above the level of the

Rater (immediate supervisor). It is the employee's responsibility to request the presence of a union representative.

- U. When instructed, Pollution Control Technicians shall be required to take effluent and sedimentary samples and these duties shall remain within the jurisdiction of the Laboratory Technicians.
- V. For time off requests not scheduled in accordance with Section 8, Vacations, Police Officers may not request such time off more than 30 days in advance of the date(s) requested off.

5. LABOR MANAGEMENT COMMITTEE ON THE RETURN TO WORK PROGRAM

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

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

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

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

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

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

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

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

The Metropolitan Water Reclamation District of Greater Chicago (District) and SEIU Local 1 (Union), have agreed to establish a Labor Management Committee (Committee) to discuss the feasibility of developing and implementing a 12-hour work schedule, or other alternate work schedule, for the Police Officers only. The Committee shall consist of the District's Labor Negotiator, staff from the Employee Relations Section, the Chief of Police and other management staff from the Police Unit and any other District representatives designated by the District's Labor Negotiator. The Union shall have a maximum of six (6) District Police Officers on the Committee, comprised of representation from different shifts and work locations. Union members on the Committee shall be relieved of their duties to attend the meetings. Union members attending the meetings shall only be compensated if the meeting occurs during their normal work schedule, excluding overtime. The Union shall notify the District two weeks in advance of each committee meeting as to which Union members have been selected to attend the meeting.

Commencing in December of 2017, the Committee shall meet on a quarterly basis, or more frequently if mutually agreed to, to discuss any changes required to the current Agreement in order to implement a proposed 12-hour schedule or other alternate work schedule. It is understood that any recommended modification to the Agreement will be limited only to the specific provision(s) of the Agreement that would be affected by this proposed change to the work schedule for the Police Officers. If the District and the Union can mutually agree on the changes necessary to implement the new schedule, such changes shall be reduced to writing and presented to the respective parties' principals for consideration.

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

SCHEDULE B
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2021)

INSURANCE

1. Health Insurance

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

Effective January 1, 2022, 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, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

Effective January 1, 2022, 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, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

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 \$125.00 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 \$25.00 co-payment for office visits will be required.
- A \$25.00 per admission deductible for outpatient services 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 \$125.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

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

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 District will utilize the Blue Cross Blue Shield of Illinois Balanced Drug list effective January 1, 2022. 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 for health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.
- e. During the term of this Agreement if some form of federally mandated health care reform is instituted 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.

2. Life Insurance

- a. The District shall provide each full-time employee covered by this Agreement with a paid twenty thousand dollar (\$20,000) group term life policy. Effective August 1, 2022, the District shall increase the amount of this group term life insurance policy to twenty-five thousand dollars (\$25,000) for each full-time employee covered by this Agreement.
- b. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. Dental Insurance

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

- The annual benefit maximum will be \$2,500.00 per covered member.
- Coverage for in-network and out-of-network services will be as follows:

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

- Coverage for the dental HMO and the dental indemnity plan includes an orthodontics lifetime maximum benefit of \$2,000.00 per covered member for eligible dependents up to age 19. This orthodontics benefit is separate from the annual benefit maximum.
- The District retains the right to select insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.

4. Health Reimbursement Arrangement

Effective January 1, 2022, the District shall establish a Health Reimbursement Arrangement (“HRA”) for regular full-time employees eligible for coverage under the District health plan. These will be notional accounts established on behalf of the employee. Employees are not vested in the HRA account balance.

The District will make contributions to HRA accounts based on the number of hours actually worked, including overtime. For purposes of the HRA account, hours worked will not include vacation, sick, or other compensatory time or time on a leave of absence, whether paid or unpaid. Contributions will be calculated in accordance with the following schedule:

	Effective January 1, 2022	Effective July 1, 2022	Effective July 1, 2023
Hourly Contribution	\$0.15	\$0.25	\$0.50

The following provisions will apply to the HRA accounts:

- Account balances may be carried over from year to year, unless forfeited for any of the reasons described in the plan provisions.
- Contributions for eligible hours worked will be credited to employee accounts on a quarterly basis on the 15th of the month following the end of the quarter (ex. Hours worked from January through March will be credited on April 15th).
- Covered expenses are “qualified medical expenses” under Section 213(d) of the Internal Revenue Code. No other expenses will be eligible for reimbursement from the HRA account.

- No reimbursement will be made for an expense that is incurred before January 1, 2022.
- HRA account balances will be forfeited in the following situations:
 - o A newly hired employee does not successfully complete the probationary period and is terminated by the District.
 - o The account balance is less than \$50 and no contributions into or reimbursements out of the account have occurred for a period of two years.
 - o The employee dies and the surviving spouse or dependent(s) are no longer eligible for coverage under the health plan.

The District retains the right to select a third-party administrator to administer the HRA accounts. A plan document will be established by the District and the third-party administrator to outline administrative procedures for the plan. Reimbursements for eligible expenses from the HRA accounts will be administered by the third-party administrator. Disputes with the third-party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.

5. Labor Management Committee on Health Care

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

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

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

During the term of this Agreement, the District and the unions representing District employees may utilize the established Labor Management Committee on Health Care (Committee) to identify specific health care cost management opportunities. If the Committee mutually determines that certain cost management options are worthy of serious consideration, the District’s staff may so advise the Executive Director. The Executive Director will determine if the recommended cost management options should

be presented to the District's Board of Commissioners. If any item is recommended by the Committee and presented to the Executive Director for consideration and such item is not presented to the District's Board of Commissioners, the Executive Director shall provide a written response to the Committee as to the reason(s) for not presenting such recommendation to the Board of Commissioners. The District's Board of Commissioners must approve any recommended cost management option prior to implementation.

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

SCHEDULE C
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2021)

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. Reporting to work or continuing to work while under the influence of drugs, including cannabis and/or alcohol or the use, abuse, possession, distribution, or sale of drugs, including cannabis 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 Based on a Reasonable Suspicion

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. While cannabis use is legal in Illinois for both recreational and medicinal purposes, the Illinois Cannabis Regulation and Tax Act allows employers to adopt drug-free workplace policies. The District remains a drug and alcohol free workplace. If reasonable suspicion testing results in a positive test result for cannabis, it will be treated as a violation of this Drug and Alcohol Testing Policy.
2. Urine sample collection will be done by a service provider selected by the District. That service provider 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 result will be submitted to a Medical Review Officer (MRO) for further analysis. A positive test result as determined by the MRO constitutes a violation of this policy. A negative screen test or negative confirmatory test as determined by the MRO 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. If the MRO cancels a drug test result or recommends a re-test due to a testing irregularity (e.g., a dilute sample) the employee will be subject to a re-test without notice.
6. At the time the urine sample is collected, the employee may request a split sample to be analyzed by an independent laboratory certified by SAMHSA. The independent laboratory must also maintain strict chain-of-custody procedures. The split sample testing requested by the employee will be at the employee's expense and subject to the same standards as the laboratory selected by the District.
7. Employees directed to take a breathalyzer alcohol test will also be required to complete a consent form prior to testing. Failure to complete the consent form or to comply with testing although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge. Employees with a blood-alcohol content of .05 or greater will be considered in violation of this policy.

D. Random Drug Testing for Police Officers

In addition to the reasonable suspicion drug and alcohol testing described in Paragraph C of this Policy, District Police Officers will be subject to random drug testing. Random testing will be conducted such that the number of random drug tests will be equal to, at a minimum, 50% of the total number of officers employed by the District. The District may direct urinalysis up to four times a year at a time and place designated by the District. The District's drug and alcohol testing services provider will generate random lists of District Police Officers to be tested. The Employee Relations Section of the Human Resources Department will receive the random list and notify the District's Chief of Police of those officers who were selected to be tested. The District's officers will be notified of the location and time of the test shortly before being tested. If an officer fails to report for testing, refuses to provide consent to testing, or otherwise fails to comply with the testing

process, the officer will be deemed to have refused to test and will be subject to disciplinary action as set forth in this Drug and Alcohol Testing Policy.

If random testing of a Police Officer results in a positive test result for cannabis, it will be treated as a violation of this Drug and Alcohol Testing Policy.

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

Employees found to be in violation of this policy may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

If an employee, subject to disciplinary action before the Civil Service Board enters into a Stipulation of Facts and Admission of Charges (“Stipulation”) with the District and approved by the Civil Service Board, the Stipulation 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 Stipulation, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE D
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2021)

RELIEF WORKERS

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

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

RELIEF POOL POLICE OFFICERS

Police Officer Positions assigned to Section 86, Police County Wide Unit will be considered "Relief Pool Police Officers."

Relief Pool Police Officers assigned to Section 86 are subject to work relief in any section, location, or shift, based on operational need. Relief Pool Police Officers may provide some coverage for time off requests when management has determined staffing needs are adequate. These positions will not be regularly scheduled to work more than six consecutive days without a scheduled day off. Relief Pool Police Officers will not work more than two different shifts in a six consecutive day period. When not working "Relief", the Relief Pool Officers will normally be assigned to the Stickney Plant, Monday through Friday.

For the purpose of "Holiday Pay" these positions will be considered shift. These positions are subject to working six (6) days in a week based on operational need. These positions may also be used to staff long-term vacancies based on operational need and management discretion.

"Relief Assignments" will be distributed equally among employees within this section so far as practical. However, "Relief Assignments" will be based on operational need and no expectation of equalization can be expected.

If the Department decides to fill positions that are temporarily vacant due to extended leaves or sees a need to increase manpower at a location or shift, the opportunity to fill the position will be offered to the Officers in the Relief Group. The following procedure will govern how assignments will be made from the Relief Group.

The opportunity to fill the position will be offered to the Officers in the Relief Group by seniority, with the most senior Officer given the right of first refusal. If the need for staffing the position will extend beyond three months, the Officers in the Relief Group, who have not staffed the position, will be offered the opportunity. If no other Officer desires to fill the position, Officers who have previously staffed it will be offered the opportunity again, assignments will be made by seniority and will also take into consideration the number of times an Officer has staffed the position.

If no Officer is willing to voluntarily fill the position, the department may assign Officers from the Relief Group by reverse seniority. If the need for staffing the position will extend beyond three months, the Officers in the relief group will be offered the opportunity to fill the position again. If no Officer is willing to voluntarily fill the position, the department may assign the Officer next up in seniority, from the Officer who last worked it, to the position.

This shall continue until the Officer on leave has returned to full duty or until the Department no longer sees a need to staff the position.

After filling extended relief positions, Officers will return to their default assignment, unless there are other extended relief positions the department decides to fill. In which case those positions will be offered and staffed as described.

Section 86, Police County Wide shall be considered as a separate unit for vacation scheduling. Only one Police Officer from this section may be scheduled off for vacation at one time. Relief Pool Police Officers shall select their vacations in one week periods (Monday through Friday). When a Relief Pool Police Officer is providing relief that is part of another day off group, the time coding for the scheduled vacation days may need to be adjusted to reflect the day off schedule of that relief assignment. However, the original vacation selection shall be honored. All other vacation provisions contained in the collective bargaining agreement shall apply.

SCHEDULE E
(PART AND PARCEL OF AGREEMENT EFFECTIVE JULY 1, 2021)

FLEXIBLE SPENDING ACCOUNTS

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

Medical and Dependent Care Accounts

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

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

Transportation Accounts (Mass Transit and Parking)

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

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

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

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

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

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

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

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

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

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

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

APPENDIX III

CRITICAL INFRASTRUCTURE SCHEDULE

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

THIS SCHEDULE FOLLOWS THE STANDARD 49-DAY ROTATION

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

THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
EMPLOYEE PROBLEMS FORM FOR REPRESENTED EMPLOYEES

STEP I II III (circle one) LABOR UNION _____

NAME _____ TITLE _____ I.D. _____ DEPT. _____

SECTION/PART OF CONTRACT ALLEGED TO BE VIOLATED _____ DATE OF INCIDENT _____

DATE DISCUSSED WITH SUPERVISOR _____ NAME OF IMMEDIATE SUPERVISOR _____

STATEMENT OF GRIEVANCE AND PROPOSED SOLUTION

GRIEVANCE: (attach additional sheets if necessary)

PROPOSED REMEDY:

UNION REP. OR
EMPLOYEE'S
SIGNATURE _____ DATE _____

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

INSTRUCTIONS TO SUPERVISORS: Refer to "General Directions to Supervisors and Managers"

GRIEVANCE NUMBER _____ DATE RECEIVED _____

DECISION (check one)

SUPERVISOR DEPARTMENT HEAD DIRECTOR OF HUMAN RESOURCES

SIGNATURE _____ DATE _____

NAME AND TITLE _____

White - Labor and Employee Relations

Yellow - Department

Pink Employee

APPENDIX V

OFF-DUTY FIREARM STORAGE FOR POLICE OFFICERS

In accordance with the District's Firearms policy, Police Officers are authorized to carry their District firearm on duty and concealed off-duty. MWRD Police Officers may also carry a department authorized firearm concealed off-duty.

Police Officers employed with the District on, or prior to July 1, 2021 will have the opportunity to waive the right to carry their District issued firearm while off-duty and they will be permitted to store their District issued firearm, when off-duty, in a secure locker storage area on District property designated by the Chief of Police. To waive the right to carry their District issued firearm while off-duty and store their District issued firearm on District property when off-duty, the Police Officer must complete, sign, and submit the form entitled "Waiver of my Right to Carry my District Issued Firearm While Off-Duty and to Store my District Issued Firearm on District Property when Off-Duty" to the District's Chief of Police for review and acceptance. It is further understood that the waiver form requires Police Officers to waive any and all potential liability against the District that may result from their decision to waive their right to carry their District issued firearm while off-duty.

Once this form is submitted, reviewed, and accepted, the waiver will remain in effect until it is revoked in writing in the presence of the Chief of Police or the Chief of Police's designee and reviewed and accepted by the Chief of Police or the Chief's designee. Additionally, once a Police Officer's waiver request is submitted, reviewed and accepted, he/she will be required to timely report to any assignment or reassignment at the start of his/her shift with his/her District issued duty weapon.

Police Officers hired on, or after July 2, 2021, shall not have the opportunity to waive the right to carry their District issued firearm when off-duty, nor shall they have the option to store their District issued firearm on District property when off-duty.

Waiver of my Right to Carry my District Issued Firearm While Off-Duty and to Store my District Issued Firearm on District Property when Off-Duty

I, _____, Employee ID. _____
First Name M.I. Last Name

have read and understand the Metropolitan Water Reclamation District of Greater Chicago Police Section, Procedure: 4.1.004 Firearms ("Firearms Policy"). Although the Firearms Policy authorizes me to carry my District issued firearm concealed while off-duty, after due consideration, I hereby waive my right to carry my District issued firearm while off-duty and I hereby request to store my District issued firearm in a secure locker storage area on District property so designated by the Chief of Police, when I am not on duty. I am aware that I will not be permitted to store my District issued firearm when not on duty in any other area unless approved in writing by the Chief of Police. I am also aware that if I am reassigned to another location, I am required to timely report to that reassignment at the start of the shift, with my District issued firearm.

I further waive any and all potential liability against the District that may result from my decision to waive my right to carry my District issued firearm while off-duty.

This waiver of my right to carry my District issued firearm while off-duty, and my request to store my District issued firearm in a secure locker storage area, on District property designated by the Chief of Police while I am not on duty, will remain in force until revoked by me in writing in the presence of the Chief of Police or the Chief of Police's designee and reviewed and accepted by the Chief of Police or the Chief of Police's designee.

I have carefully read the contents of this waiver, I understand its contents, and I have signed it knowingly and voluntarily.

Officer Signature _____ Date _____

Employee ID# _____ Weapon Serial No. _____

Approved by _____ Date _____

Signature _____ ID# _____

I, _____, Employee ID. _____
First Name M.I. Last Name

rescind the above waiver.

Officer Signature _____ Date _____

Employee ID# _____

Approved by _____ Date _____

Signature _____ ID# _____



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0077

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Labor & Industrial Relations Committee

File Type: Agenda Item

Agenda Number: 30

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. Brian A. Perkovich, Executive Director

Authority to Approve the Agreement between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Electrical Instrumentation and Testing (AFL-CIO)

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9 (Electrical Instrumentation and Testing) have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Electrical Instrument and Testing Mechanic, Electrical Instrument and Testing Mechanic Leadman and Electrical Instrument and Testing Mechanic Foreman. The District has been advised that this Agreement has been approved by Local Union No. 9.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2021 through June 30, 2024.

It is recommended that the Board of Commissioners approve the Agreement between the District and the International Brotherhood of Electrical Workers, Local Union No. 9 (Electrical Instrumentation and Testing).

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

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

Requested, Beverly K. Sanders, Director of Human Resources

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting

Minutes of the Board of Commissioners for January 20, 2022

Attachment

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

AGREEMENT WITH

***INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS***

LOCAL UNION NO. 9, AFL-CIO

***(ELECTRICAL INSTRUMENTATION
AND TESTING)***

JULY 1, 2021 - JUNE 30, 2024

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 9
(AFL-CIO)

AGREEMENT WITH

THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

PREFACE

This Agreement, is made and entered into between the Metropolitan Water Reclamation District of Greater Chicago, (hereinafter called the "District") and Local Union No. 9 of the International Brotherhood of Electrical Workers, (hereinafter called "Local Union 9"), who now agree as follows: that both of the parties to this Agreement are desirous of continuing the understanding with respect to the employer-employee relationship which exists between them and of entering into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and they further agree that the attached Schedules A, B, C, D, E and F shall be incorporated into this Agreement.

ARTICLE I - UNION RECOGNITION

SECTION 1.01 UNION RECOGNITION. The District, based upon an historical pattern of representation and recognition, recognizes Local Union 9 as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment, for all full-time employees included in the classifications of Cable Splicer, Electrical Instrument & Testing Mechanic, Electrical Instrument & Testing Mechanic Leadman, Electrical Instrument & Testing Mechanic Foreman, excluding all other employees represented by other labor organizations, employed in other validly recognized bargaining units. Employees who have no permanent Civil Service Status shall have no recourse to the grievance and arbitration procedure in the event of discharge.

SECTION 1.02 TRADITIONAL DUTIES. The District agrees that the duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement.

ARTICLE II - MANAGEMENT AND UNION RIGHTS

SECTION 2.01 MANAGEMENT RIGHTS. Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to

discontinue jobs, the right to make and enforce reasonable work rules subject to the provisions of Article V and regulations governing conduct and safety, and the right to determine the methods, processes and means of operations are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in Local Union 9. Local Union 9 recognizes that the nature of the District's operations require some degree of flexibility in making work assignments to its employees to meet emergencies.

SECTION 2.02 OVERTIME. The District has the right to schedule and assign overtime work, as required, in a manner most advantageous to the District and consistent with the requirements of municipal employment, the public interest, and Article VII of this Agreement.

SECTION 2.03 CONTRACTING AND SUBCONTRACTING. The right of contracting or subcontracting is vested in the District but shall not be used to undermine the Union.

SECTION 2.04 RIGHT TO UNION ACTIVITY AND REPRESENTATION. Non-employee union representatives will be granted access to District premises for the purpose of representing the interests of Union members. The representative shall obtain prior approval from the Head of the facility or his designated representative for such access. Local Union 9's designated Plant Steward will be authorized to handle Union problems on District time.

SECTION 2.05 WORK ASSIGNMENTS. The Master Mechanic shall direct the assignment of employees covered by this Agreement and may direct that one such employee be assigned to a job that may be performed safely by one such employee, notwithstanding past practice. In the event that the Foreman and/or Steward disagrees that such an assignment may be safely performed by a single employee, the matter may be submitted to the grievance procedure including arbitration. There shall be no interruption of work as a result of the initiation of such a grievance.

No employee covered by this Agreement shall be terminated or laid off as a result of implementing this section.

SECTION 2.06 PLANT STEWARDS. The Union may designate Plant Stewards at each work location and furnish the District with a list of names of the Stewards and the work groups they represent.

The Unions will not designate leadmen and foremen to serve as Plant Stewards.

ARTICLE III - DUES CHECK-OFF

SECTION 3.01 DUES CHECK-OFF. The District, upon receipt of a proper authorization card, shall deduct union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Financial Secretary of Local Union 9, and shall remit such deductions on a monthly basis to the Financial Secretary of Local Union 9. The Union shall indemnify, defend and hold the District harmless against any and all claims,

demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by Local Union 9 to the District.

As soon as practical upon execution of this Agreement, the union dues monthly remittance to Local Union 9 shall be done electronically. Local Union 9 shall furnish the District’s Labor Negotiator with the information to begin the electronic transfer of union dues deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month’s remittance can be transmitted by hard copy or electronically to Local Union 9. Local Union 9 shall notify the District’s Labor Negotiator by which means the listing should be sent to the union.

ARTICLE IV - WAGE RATES

SECTION 4.01 WAGE RATES FOR THE FOLLOWING:

A. JOB CLASSIFICATION	HOURLY RATE EFFECTIVE <u>5/30/21</u>
Cable Splicer	\$56.55
Electrical Instrument & Testing Mechanic	\$56.55
Electrical Instrument & Testing Mechanic Leadman	\$62.05
Electrical Instrument & Testing Mechanic Foreman	\$66.05

B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the “direct wage rate” in the local labor market. The “direct wage rate” shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective dates of the “direct wage rate” adjustment in the local labor market.

SECTION 4.02 ACTING PAY. If an employee is temporarily assigned to perform the work of a higher rate classification for a period of 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.

ARTICLE V - WORK RULES

SECTION 5.01 AGREEMENT TAKES PRECEDENCE. It is agreed that the provisions of this Agreement shall supersede the application of existing work rules to employees covered by this Agreement wherever an established work rule conflicts with any provisions of this Agreement.

SECTION 5.02 PROPOSED CHANGES. When the District proposes to initiate changes or additions to its existing work rules, the District shall transmit two copies of the proposed changes to Local Union 9. Local Union 9 will consider the proposals and transmit its views to the District within fourteen calendar days of the receipt of the proposals.

The District will not implement any proposed work rules or work rule change until it receives input from Local Union 9, provided this input is received by the District within fourteen calendar days of Local Union 9's receipt of the District's proposal.

ARTICLE VI - WORK WEEK

SECTION 6.00 ELECTRONIC TIMESHEETS. As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

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

Non-shift employees at plant locations must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out, no earlier than 3:23 p.m. and no later than 15 minutes after the end of their scheduled workday.

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

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

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

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

Management may approve requests for employees to use their own time to cover the time deducted for being tardy. Employees found to be abusing this privilege will be provided with

notice that paid time off will not be allowed to cover future tardiness. Employees may be subject to disciplinary action for additional instances of tardiness.

SECTION 6.01 THE WORK WEEK. The normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. The normal workday shall begin between 7:00 a.m. and 8:00 a.m., and end between 3:30 p.m. and 4:30 p.m. Employees must notify their immediate supervisor not later than one-half hour after their starting time of their inability to report for work, except in emergencies beyond the employee's control which the circumstances at the time can alone determine.

No employee will be allowed to work through lunch without prior approval. Such approval must be requested from the appropriate Leadman and/or Foreman. The Leadman and/or Foreman must obtain approval from the Master Mechanic's Office. Employees returning to the plant before 1:30 p.m. will be required to take their lunch. Employees returning to the plant after 1:30 p.m. will be allowed to leave at 3:00 p.m. with supervisory approval, if no lunch period was taken and working conditions do not dictate otherwise.

SECTION 6.02 NON-SHIFT SCHEDULE. The seven-day period for non-shift employees shall commence at 12:01 each Monday morning and end at 12:00 midnight each Sunday evening.

SECTION 6.03 NON-SHIFT MEAL TIME. Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise.

SECTION 6.04 REPORTING AND DEPARTING WORK. All employees shall report to their work stations in work clothes.

SECTION 6.05 MAINTAIN POSITION. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.

SECTION 6.06 COFFEE BREAK. Employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m. unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.

SECTION 6.07 WASH-UP TIME. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:15 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:15 p.m.

SECTION 6.08 SIGN OUT. No non-shift employee will be allowed to sign out before 3:23 p.m. unless otherwise permitted by his/her immediate supervisor.

ARTICLE VII - OVERTIME

SECTION 7.01 OVERTIME COMPENSATION. Employees shall be compensated at 1-1/2 times the hourly rate in effect for each classification plus 1/2 hour compensatory time for all hours worked in excess of 8 per day or 40 per week.

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

SECTION 7.02 OVERTIME USED. Employees will be permitted to carry over a maximum of 40 hours of compensatory time into any subsequent quarter. Overtime credit, when used by employees, shall be scheduled with the approval of the immediate supervisor. Whenever possible, the employee will be notified in advance when to use overtime credit.

SECTION 7.03 NO OVERTIME. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. Employee 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. No overtime credit will be allowed for travel time for scheduled overtime. No overtime credit will be allowed for travel time that is an extension of a working day continuing after quitting time.

SECTION 7.04 TRAVEL TIME. If an employee is called to report to work at an unscheduled time at the direction of management which requires an extra trip, he/she shall be compensated at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time for each hour worked with a minimum credit of four hours. The minimum credit of four hours includes travel time. Employees working unscheduled overtime at the direction of management which requires an extra trip shall receive one hour of travel time to the unscheduled overtime assignment and one hour of overtime returning from the unscheduled overtime assignment at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time.

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

SECTION 7.05 MEALS DURING DOUBLE SHIFT. Employees working double shifts will not be allowed to leave the plant grounds for supper; food delivery services should be used whenever possible.

SECTION 7.06 OVERTIME EQUALIZATION. Overtime is to be distributed equally among the employees within each work group so far as is practical. A list of current overtime totals shall be maintained for each work group to determine overtime distribution and it will be made available to employees upon request.

SECTION 7.07 MILEAGE COMPENSATION. Employees who are requested to report to the Main Office on their day off, shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time for every one hour spent on District business.

SECTION 7.08 Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

SECTION 7.09 TELEPHONE SCHEDULING FROM HOME. Leadmen and Foremen who are directed by the Master Mechanic's office to make phone calls from home for scheduling personnel covered by this Agreement for call-in situations will receive one-half hour of overtime as compensation per incident. The Leadman or Foreman will be required to complete a timesheet to record any time spent scheduling from home, and complete an overtime report. For any time spent scheduling from home that is over one-half hour in duration, the Leadman or Foreman will be required to complete a timesheet and provide documentation demonstrating the additional time spent scheduling by phone.

ARTICLE VIII - HOLIDAYS

SECTION 8.01 HOLIDAY SCHEDULE. Paid Holidays will be granted in accordance with the provisions of Schedule A of the Agreement.

ARTICLE IX - VACATIONS

SECTION 9.01 VACATION SCHEDULE. Paid vacations will be granted in accordance with the provisions of Schedule B of the Agreement.

SECTION 9.02 TIME AND SELECTION OF VACATIONS. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules shall be developed before January 31st of the vacation year. In choosing vacation periods, Electrical Instrument & Testing Mechanic Leadmen and Electrical Instrument & Testing Mechanic Foremen will be considered a single group separate from the Electrical Instrument & Testing Mechanics in each budgetary section for scheduling purposes. For Foremen and Leadmen, vacations will be scheduled by classification. For Electrical Instrument & Testing Mechanics, vacations will be scheduled by seniority. Only one Foreman or Leadman will be allowed off for vacation in any week in accordance with the Agreement, unless approval is granted from the Master Mechanic's Office. The vacation selections of Foremen and Leadmen will not impact the number of journeymen allowed off for vacation. In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests.

SECTION 9.03 VACATION CARRY OVER. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. Employees may submit a request through their chain of command to carry over a maximum of five days of vacation to the

following year. The requests will be considered on an individual basis, and are approved by the Director of Maintenance and Operations. The request to carry over vacation must be for a legitimate reason.

SECTION 9.04 UNUSED VACATION PAY. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.

SECTION 9.05 AUTHORIZED HOLIDAY. When an authorized holiday falls within an employee's vacation period, he/she shall be compensated in time for this day at a later date, with the scheduling of such day approved by the immediate supervisor.

SECTION 9.06 WEEKLY MINIMUM. Normally vacation time should be taken in periods of one week (five working days), at a minimum. After employees have submitted their vacation requests in accordance with the vacation schedules in Section 9.02 and the vacation schedule has been finalized, employees may submit requests to use individual vacation days. Such requests will be considered on an individual basis and approved provided there is enough coverage on the day(s) requested. These requests are subject to approval by the Master Mechanic. Vacation time not scheduled by November 1, and which has not been approved to be carried over to the following year, may be scheduled by the Master Mechanic at his/her discretion and in accordance with operational needs.

SECTION 9.07 NEW EMPLOYEES. New employees will earn a regular vacation of ten working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten working days in each calendar year during the first five years of service. A new employee may use half the above vacation time (five working days) after six months of District service, providing such employee receives the approval of his/her immediate supervisor.

SECTION 9.08 OTHER EMPLOYMENT CREDIT. Any employee who has rendered service to the City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, the State of Illinois, or the Metropolitan Water Reclamation District Retirement Fund shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

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

SECTION 9.09 VACATION SICK CREDIT. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.

SECTION 9.10 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

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

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 Master Mechanic based on operational needs. This does not preclude an employee's right to request vacation carry over as provided in SECTION 9.03 VACATION CARRY OVER.

SECTION 9.11 MAXIMUM NUMBER ON VACATION. The maximum number of journeymen within a budgetary section allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks for Foremen, Leadmen (where applicable) and journeymen to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of journeymen allowed off during the February through November vacation period (31 weeks as defined above), shall be allowed vacation during the months of January and December.

Vacation time shall be scheduled in accordance with ARTICLE IX – VACATIONS. A supervisor, at his or her discretion and based on operational needs, may allow more than the maximum number of employees off for vacation purposes for a period of less than a work week, as defined above. However, if such a request creates overtime, the vacation request shall be denied.

ARTICLE X - JURY DUTY

SECTION 10.01 JURY DUTY PAY. Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

ARTICLE XI - BEREAVEMENT PAY

SECTION 11.01 BEREAVEMENT PAY. Leave with pay will be allowed for employees to attend services resulting from a death in the immediate family, not to exceed three working days, including the day of the services. Such leave shall apply to the death of a husband

or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, stepparents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the employee. Bereavement Leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

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

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

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

ARTICLE XII - SICK LEAVE

SECTION 12.01 SICK LEAVE PAY. Paid Sick leave will be granted in accordance with the provisions of Schedule C of this Agreement.

SECTION 12.02 SICK LEAVE ACCUMULATION. Sick leave will continue to accumulate during the period that the employee is off due to sickness.

SECTION 12.03 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

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

SECTION 12.04 REINSTATEMENT. Employees reinstated to the District's service within one year following resignation will be credited with any unused sick leave accumulated during prior service. Employees must have at least one year's service following reinstatement before being entitled to such credit.

SECTION 12.05 VERIFICATION. Sick leave with pay will be allowed for illness, injury, or medical appointment in accordance with Illinois State law. If an employee has been

absent utilizing paid sick leave benefits, the immediate supervisor may require a Doctor's Certificate to verify the absence(s).

SECTION 12.06 ABUSE OF PRIVILEGE. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

SECTION 12.07 UNUSED SICK LEAVE, and SCHEDULE C, SICK LEAVE

ANNUAL SICK LEAVE PAYOUT

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

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

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

SICK LEAVE PAYOUT AT SEPARATION

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

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

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

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

SECTION 12.08 USE OF SICK TIME FOR FMLA. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

Employees shall be granted paid parental leave in accordance with the provisions and procedures of Administrative Procedure (AP) 10.49.0, Parental Leave Policy for Non-Represented Employees.

ARTICLE XIII - TERMINATION PAY

SECTION 13.01 TERMINATION PAY. Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

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

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

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

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

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

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

ARTICLE XIV - TRANSFER IN SAME CLASS

SECTION 14.01 TRANSFERS. These procedures will apply to all transfers between work locations.

SECTION 14.02 TRANSFER FORM. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for a Transfer" form.

SECTION 14.03 FORM PROCESS. A request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.

SECTION 14.04 REQUEST AND SENIORITY. Whenever a vacancy is to be filled, the first priority for filling such vacancy will be given to a transfer at the request of a present employee by seniority. 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. Such transfers will be made in accordance with seniority, as defined in Article XV, Section 15.01, provided that, in the District's judgment, the employee requesting such transfer is willing, qualified, able, and possesses an acceptable work record.

SECTION 14.05 PROBATIONARY EMPLOYEE. A probationary employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 14.06 PROVISIONAL EMPLOYEE. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 14.07 REQUEST PRIORITY. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.

SECTION 14.08 REQUEST ROSTERS. The Human Resources Department will establish suitable rosters of all requests for transfer into, and out of, each location. These rosters

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

SECTION 14.09 REQUEST DURATION. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until the request is satisfied or the employee submits a written authorization to withdraw the requests. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is reviewed and entered, and 5.) a copy of the form(s) indicating the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

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

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

SECTION 14.10 TRANSFER WAIVER. An employee may waive his/her right to transfer one time to a subsequent transfer for which he/she is eligible.

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

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

SECTION 14.11 TRANSFER LIMITATION. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.

SECTION 14.12 HONORING TRANSFER REQUESTS. 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.

SECTION 14.13 TRANSFER IN SAME CLASS. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations “#1,” “#2,” or “(AC)” where the employee’s job duties are no longer required will occur.

SECTION 14.14 INVOLUNTARY TRANSFER. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability, who has been continuously Absent Without Leave (AWOL) will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability, or AWOL for three (3) months, or Duty Disability for five (5) months. When an employee has been involuntarily transferred due to a long term duty disability, ordinary disability, or leave of absence, and the position is vacated, when the employee returns to work, the employee will be placed in a position according to past practice as follows:

- Duty Disability: The employee will be returned to the plant location on rotating shift, relief or day position that the employee was in at the time the injury occurred.
- Ordinary Disability: The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time the employee was approved for Ordinary Disability. However, if the position has been filled, the employee will return to work to the plant and assignment that is vacant at that time.
- Leave of Absence: The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time the employee was approved for the Leave of Absence. However, if that position has been filled, the employee will return to work in accordance with Rule 9.09 of the Personnel Rules for the Classified Service.

If an employee returned to work after three months of ordinary disability, or after three months of a leave of absence and was temporarily placed into a position with a budgetary designation of “108”, the least senior employee in the section with the “108” position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designation “#1”, “#2” or “AC”.

An employee may be subject to an involuntary transfer if it is determined that an involuntary transfer is in the best interest of the District. However, this involuntary transfer will

not cause another employee to be transferred to another section or shift. The District will advise the Union in advance of making such a transfer. In cases where it is determined that an employee should be involuntarily transferred in the best interest of the District, the employee shall only be transferred upon mutual agreement between the District and the Union. However, nothing in this paragraph shall preclude the District from transferring employees in accordance with SECTION 14.15 DISCIPLINARY TRANSFER.

Employees subject to an involuntary transfer in accordance with the above paragraph shall not be considered for another transfer for a period of one year from the date of the involuntary transfer.

SECTION 14.15 DISCIPLINARY TRANSFER. Employees may be temporarily reassigned pending completion of an investigation by the District as outlined below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

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

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

In these instances, the District will notify Local Union 9 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

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

Employees who are involuntarily transferred in accordance with the above language and who were not a party to the allegations, investigation or subsequent discipline based on the incident, which resulted in their involuntary transfer may submit a transfer request immediately

to return to the location and shift the employee was transferred from and the six month and 30 day restriction will not apply. The involuntarily transferred employee who has submitted a transfer request will be the first employee eligible for such transfer to return to the location and shift the employee was transferred from, if such transfer does not require the waiver of a crosshatch.

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

ARTICLE XV - SENIORITY

SECTION 15.01 SENIORITY DEFINITION AND APPLICATION. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. Seniority shall continue while an employee is on leave of absence on account of sickness or injury which is compensable under the Occupational Diseases Act or the Workmen's Compensation Act. An employee returning to service from Ordinary Disability, layoff, or Duty Disability not compensated under the above stated statutes shall retain seniority credit for all prior service in the class.

SECTION 15.02 LAYOFF AND RECALL. When one or more, but less than all employees occupying the positions in a single class are to be laid off or recalled, such employees shall be laid off or recalled according to seniority.

SECTION 15.03 ACTING ASSIGNMENTS. For all acting assignments for Electrical Instrument and Testing Mechanic Foreman and for all acting assignments for Electrical Instrument and Testing Mechanic Leadman of five or more work days, employees in the subordinate class that are regularly assigned to that service area and on an existing eligible list for the acting position shall be considered by classification and then seniority within each classification on a rotating basis, provided that, in the District's judgment the employee is willing, able, and possesses an acceptable work record.

For all acting assignments for Electrical Instrument and Testing Mechanic Foreman and Electrical Instrument and Testing Mechanic Leadman for less than five work days, employees in the subordinate class that are currently assigned to the facility where a supervisor is assigned and on an existing eligible list for the acting position, shall be considered by classification and then seniority within each classification on a rotating basis, provided that, in the District's judgment the employee is willing, able, and possesses an acceptable work record.

When no current eligible list exists or there are no candidates on the list(s) at a work location or facility, employees in the subordinate class that are regularly assigned to that work location shall be considered by classification and then seniority within each classification on a rotating basis, provided that, in the District's judgment the employee is willing, able, and possesses an acceptable work record.

SECTION 15.04 TEMPORARY-PROVISIONAL PROMOTIONS. For temporary-provisional appointments, consideration shall be given to the employee's location, classification, and seniority in that classification.

SECTION 15.05 SENIORITY LIST. A seniority list in all job classifications in this Agreement shall be maintained and a copy including all updates shall be sent to the Business Manager of Local Union 9. The District will notify the Union when any employees are hired, promoted, or terminated in the classifications covered under this Agreement. In most circumstances, the District will attempt to notify the Business Manager via email when a start date has been established for a new hire. However, written notification for new hires and promotional appointments will occur no later than 10 days after a start date has been established, and within 10 days after an employee has separated from the District.

ARTICLE XVI - AUTO AND MEAL ALLOWANCE

SECTION 16.01 AUTO ALLOWANCE. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated in accordance with the Handbook of Employee Expense Rules and at the rate established as District Policy by the Director of Finance/Clerk for all such miles. The District reserves the right to change the procedures in the Rules. However, with the exception of the rate established for mileage reimbursement, the benefits provided will not be diminished during the term of this Agreement.

SECTION 16.02 AUTO ALLOWANCE FOR ROUND TRIP. Any employee requested by the Plant, Section or Department Head to report to the Main Office or other District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.

SECTION 16.03 MEAL ALLOWANCE. When an employee is required to work unscheduled overtime prior to or immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$10.00 for meal compensation after completing the twelfth consecutive hour of work. Meal time periods shall not exceed one (1) hour in time, when and if conditions permit.

ARTICLE XVII - INSURANCE

SECTION 17.01 HEALTH. Health Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 17.02 DENTAL. Dental Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 17.03 LIFE. Life Insurance will be granted to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 17.04 HEALTH REIMBURSEMENT ARRANGEMENT (HRA). A Health Reimbursement Arrangement will be established for employees in accordance with the provisions of Schedule D of this Agreement.

ARTICLE XVIII - GRIEVANCE PROCEDURE

SECTION 18.01 GRIEVANCE PROCEDURE. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both. Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I

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

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

B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and Local Union 9 within seven calendar days after receipt of the written complaint.

Step II

A. If the grievance is not settled at the first step, a Local Union 9 representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven calendar days after the date of receipt by the Union of the decision by the immediate supervisor.

B. The Department Head or his/her designated representative will notify the employee in writing with a copy to Local Union 9 of his/her decision on Employee Problems Form Step II within seven calendar days of receipt of the Step II form.

Step III

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

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

C. If a grievance is not settled at the third step, either Local Union 9 or the District may notify each other in writing within ten days of the receipt of the Step III decision, that they request final and binding arbitration.

D. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Local Union 9 shall be considered to have waived the right to pursue the grievance.

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

SECTION 18.02 FINAL AND BINDING ARBITRATION. Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement, except, however, that the following subject shall not be submitted nor subject to binding arbitration:

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

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

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or

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

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

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

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days of the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The decision of the Arbitrator shall be final and binding upon Local Union 9, and the District. The authority of the arbitrator shall be limited to the construction and application of the specific terms of this Agreement. He/she shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein.

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

ARTICLE XIX - NO STRIKE - NO LOCKOUT

SECTION 19.01 NO STRIKE - NO LOCKOUT. During the term of this Agreement, neither the Union nor its agents nor any employee covered by this Agreement for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

SECTION 19.02 EMPLOYEE-UNION REPRESENTATIVES DUTIES. Local Union 9 agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees in violation of Section 19.01 to return to work.

SECTION 19.03 VIOLATION. The District may discharge or discipline any employee who violates Section 19.01 and any employee who fails to carry out his/her responsibilities under Section 19.02, and Local Union 9 will not resort to the Grievance Procedure on such employee's behalf.

SECTION 19.04 UNION ACTION IN EVENT OF A STRIKE. Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, Local Union 9, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

A. Advise the District in writing that the strike or stoppage has not been called or sanctioned by Local Union 9. Failure on the part of Local Union 9 to immediately denounce the strike, work stoppage, slowdown or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.

B. Provide copies of the following notice on Local Union 9's letterhead to be posted on bulletin boards in the Plant and other District facilities: "We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by Local Union 9, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."

SECTION 19.05 JUDICIAL RELIEF AND OTHER REMEDIES. Nothing contained herein shall preclude the District or Local Union 9 from obtaining judicial relief or other legal remedies in the event of a violation of this Article.

ARTICLE XX - SEPARABILITY AND NOTICE

SECTION 20.01 AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT. If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved.

SECTION 20.02 NOTICES. All notices required under this Agreement shall be in writing and sent by Local Union 9 to the District in triplicate to the following:

- A. Executive Director
- B. Director of Human Resources
- C. Labor Negotiator

Notices sent by the District shall be mailed to the Business Manager of the International Brotherhood of Electrical Workers, Local Union 9, AFL-CIO. The District will notify Local Union 9, when any employees are hired or terminated in the classifications covered under this Agreement.

ARTICLE XXI - AMENDMENTS AND ENTIRE AGREEMENT

SECTION 21.01 ENTIRE AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Local Union 9, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and for the duration of this Agreement the District shall not reduce or eliminate any fringe benefit or working rule contained in this Agreement.

SECTION 21.02 AMENDMENTS. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.

ARTICLE XXII - NON-DISCRIMINATION

SECTION 22.01 NON-DISCRIMINATION. Neither the District nor Local Union 9 will discriminate against any employee in the bargaining unit with regard to wages, hours or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin in violation of any Federal or Illinois law. Allegations of discrimination shall not be pursued through the grievance procedure but shall be submitted to the appropriate State or Federal Agency.

ARTICLE XXIII - MISCELLANEOUS

SECTION 23.01 SAFETY EXPENSE. The District will reimburse employees on an annual basis for safety boots and safety glasses at a rate and method to be determined by the Safety Manager. The rate of reimbursement for safety shoes/boots will be equal to but not more than one-half of the cost per pair up to a maximum of \$150.00. 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 23.02 TUITION REIMBURSEMENT. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0, Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

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

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

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

SECTION 23.03 WARNING NOTICES. Warning notices shall not be considered part of an employee's personnel record after one year, provided the employee does not receive any other disciplinary action(s) during that one year period and files a written request with the Human Resources Department to have the written warning removed from his/her personnel file.

SECTION 23.04 VOTING TIMES. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.

SECTION 23.05 UNION LEAVE. The District will grant a request for a leave of absence for one employee for the purpose of service as Representative or Officer with the International, State, District Council, or Local Organization of the Union for the duration of his/her appointment to the Union, provided the employee submits a request for an extended leave of absence, and renews such request annually as required by the District's Personnel Rules. While on such leave, the employee will retain their accumulated seniority, but will not accumulate additional seniority while on leave. Employees on leave for union service will not be eligible for District benefits during such leave.

Upon return from a union leave of absence, the employee will have his/her prior seniority and other benefits reinstated.

SECTION 23.06 DISCRETIONARY TIME OFF. Employees will be granted a maximum of three days, either sick leave, vacation or compensatory time, which normally must be used in units of not less than one day. The use of discretionary time does not interfere with the employee's right and/or ability to request and schedule vacation or compensatory time in accordance with the collective bargaining agreement. With supervisory approval, employees may take discretionary time off in less than one-day units. Whenever possible, such discretionary time off shall be scheduled with the prior approval of the supervisor. Discretionary time off shall not be carried over from one calendar year to the next. Prior approval for discretionary time off must be obtained for discretionary time off to be used on a holiday, the day preceding a holiday, vacation, or holiday used day, and/or the day following a holiday, vacation or holiday used day. Any discretionary time requested after November 1 shall be subject to the approval of the Master Mechanic, based on operational needs.

SECTION 23.07 CHANGES TO PERFORMANCE RATINGS. Employees may request to have a union representative present at a meeting where it is being explained to the employee why his/her performance rating was changed by a supervisor above the level of the Rater (immediate supervisor). It is the employee's responsibility to request the presence of a union representative.

SECTION 23.08 ELECTRONIC DEPOSIT OF PAYROLL CHECKS. All employees will be required to participate in the electronic deposit of their payroll check into an account that the employee specifies.

SECTION 23.09 FACILITY CLOSURES. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following paragraphs 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee

Benefit – Early Leave With Pay for the workday if work is not available to them due to their work location being closed.

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

2. Partial Day District Designated Facility Closure

- a) Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay.
- c) Non-shift employees who are required to work for the remainder of their workday after the District has released other employees for early dismissal at

their assigned work location shall be compensated at 1-1/2 times their hourly rate plus 1/2 hour compensatory time for all hours worked for the remainder of their regular workday.

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

In no circumstances will the premium compensation (1-1/2 times their hourly rate plus 1/2 hour compensatory time or (0026) Holiday Earned credit) as identified in the paragraphs above extend beyond twenty-one (21) consecutive calendar days. When a facility closure is deemed to continue past fourteen (14) consecutive calendar days, the District and the Union shall meet for the purpose of negotiating and agreeing upon what the proper compensation will be if the facility closure extends beyond twenty-one (21) consecutive calendar days. Should employees be instructed to continue not to report to work, such employees shall be coded as payroll code 0017A. Nothing contained in this section shall prevent the District from exercising its rights under Section 2.01, Management Rights.

SECTION 23.10 MILITARY LEAVE. The District will grant military leave in accordance with Illinois State and Federal laws.

SECTION 23.11 ARC-FLASH PROTECTIVE CLOTHING ALLOWANCE. Employees designated by the District are required to wear flame-retardant arc-rated clothing at all times while working unless otherwise directed by an immediate supervisor. Such clothing shall consist of, at a minimum, flame-retardant arc-rated long-sleeve shirt and pants. All such clothing must meet the standards for hazard/risk category 2 (rating of at least 8 cal/cm²). At any time, the District may verify that employees are properly attired in required arc-rated protective clothing. Sufficient arc-rated protective clothing shall be kept at work as necessary for work assignments.

The District will reimburse new employees for the purchase of five (5) pairs of pants, five (5) shirts and one (1) belt of category 2 arc-rated clothing immediately upon hire. The employee must complete a reimbursement form, present a receipt for the purchases, and have the reimbursement approved by the appropriate member of District management. Effective January 1 of the year following the commencement of employment (and for all current employees who

have worked more than one year), during each calendar year employees will be entitled to reimbursement for up to five (5) replacement garments (pants and/or shirts) of arc-rated protective clothing. In addition, effective June 30, 2021 and every January 1 thereafter, employees will be entitled to up to an annual maximum reimbursement of \$350 for the purchase of additional arc-rated protective garments (e.g. overalls, sweat shirt, jacket). All reimbursements will be issued in accordance with the District's Handbook of Employee Expense Rules procedures. Unused reimbursement entitlements do not roll over from year to year. The District may, at its discretion, provide a list of suppliers from which purchases shall be made.

The District agrees to replace, at its own expense, any arc-rated clothing items damaged by, or otherwise required to be replaced after, an arc flash incident. Additionally, the District agrees to at its own expense and in its sole discretion, to replace arc-rated clothing damaged in the course of normal work activities.

Flame-retardant arc-flash clothing must be maintained in good condition. Clothing that is torn, damaged, soiled or otherwise deemed inappropriate by the District to provide the necessary protection shall not be worn. Employees are responsible for laundering and care of their own protective clothing, and are required to follow correct laundering and care procedures to ensure the continuing effectiveness of the clothing.

An employee who is separated from District service during his/her probationary period will be required to reimburse the District for one-half the cost of such protective clothing purchased by the District.

The District will provide other arc-rated protective clothing and gear as appropriate.

SECTION 23.12 LABOR MANAGEMENT COMMITTEE ON THE RETURN TO WORK PROGRAM. The District and the unions representing District employees shall establish a "Labor Management Committee on the Return to Work Program." The Committee shall consist of staff from the District's Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee Meetings.

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

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

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

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

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

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

SECTION 23.13 LABOR MANAGEMENT COMMITTEE ON MAINTENANCE EFFICIENCY. The purpose of the Labor Management Committee on Maintenance Efficiency is to increase the relevance of the bargaining units through collaborative discussions between the District and the unions. The Unions agree to create a Labor Management Committee on Maintenance Efficiency, and commit themselves to the fullest cooperation in discussing and developing methods to improve maintenance efficiencies at the District. The Committee will meet quarterly, or more frequently by the mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District.

SECTION 23.14 APPRENTICES The Union and the District may agree to an addendum to this Agreement regarding apprentices, which would include wage rates for apprentices only.

SECTION 23.15 LABOR MANAGEMENT COMMITTEE ON ELECTRICAL SAFETY. The purpose of the Labor Management Committee on Electrical Safety is to increase safety awareness of the bargaining units through collaborative discussions between the District and the unions. The Unions agree to create a Labor Management Committee on Electrical Safety, and commit themselves to the fullest cooperation in discussing and developing methods to improve safety and address safety concerns at the District. The Committee will meet no less than twice a year, or more frequently by the mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District.

The size and composition of this Committee may be changed by mutual agreement of the parties. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The Committee is advisory only. It is intended to promote collaboration and discussion over the safety of District employees. 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 safety of its employees.

SECTION 23.16 CONFINED SPACE ENTRY. For confined space entry, any qualified employee from any classification may be assigned top-man duties based on operational needs. Qualified employees may perform top-man duties for any employee classification that is entering and performing work in a confined space unless special circumstances dictate otherwise.

ARTICLE XXIV - DURATION OF AGREEMENT

SECTION 24.01 TERM. This Agreement shall become effective on July 1, 2021, and shall continue in full force and effect through June 30, 2024, and from year to year thereafter unless at least 60 days prior to June 30, 2024 or at least 60 days prior to June 30th of any year thereafter notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on June 30 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.

SECTION 24.02 MEDIATION AND FACT FINDING. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit the dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

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

Executed at Chicago, Illinois, this _____ day of _____, 2022.

For the International Brotherhood of Electrical Workers, Local No. 9, AFL-CIO

William W. Niesman
Business Manager

For the Metropolitan Water Reclamation District of Greater Chicago

Ted J. Kosowski
Labor Negotiator

Approved as to Form and Legality

James Murray
Head Assistant Attorney

Susan T. Morakalis
General Counsel

Jacqueline Torres
Clerk/Director of Finance

Brian A. Perkovich
Executive Director

Marcelino Garcia
Chairman Committee on Finance

Kimberly Du Buclet
Chairman Committee on Labor and
Industrial Relations

APPROVED:

Kari K. Steele
President Board of Commissioners

(PART AND PARCEL OF AGREEMENT effective July 1, 2021.)

SCHEDULE A

HOLIDAYS

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

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

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

Employees hired after June 30th in any calendar year will receive their third Optional Holiday the following January 1st. The Optional Holidays are to be scheduled with the prior approval of the immediate supervisor and must be used each year by December 31st. Under no circumstances will an employee be allowed to carry any optional holidays over into the following calendar year. Optional holidays must be scheduled not later than November 1. Any optional holidays not scheduled by November 1 may be scheduled by the Master Mechanic at his/her discretion in accordance with operational needs.

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

2. Any day declared by the Board of Commissioners to be a holiday not listed in Schedule A shall automatically be considered a holiday under this Agreement.

ADDITIONAL HOLIDAY

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

For 2021, employees may choose one of the following days:
Wednesday, November 24, 2021, or Friday, November 26, 2021, or Thursday, December 23, 2021, or Monday, December 27, 2021, or Thursday, December 30, 2021, or Monday, January 3, 2022.

For 2022, employees may choose one of the following days:
Wednesday, November 23, 2022, or Friday, November 25, 2022, or Friday, December 23, 2022, or Tuesday, December 27, 2022, or Friday, December 30, 2022, or Tuesday, January 3, 2023.

For 2023, employees may choose one of the following days:
Wednesday, November 22, 2023, or Friday, November 24, 2023, or Friday, December 22, 2023, or Tuesday, December 26, 2023, or Friday, December 29, 2023, or Tuesday, January 2, 2024.

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

SCHEDULE B

VACATIONS

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

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

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

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

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

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

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.

SCHEDULE C

SICK LEAVE

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

SCHEDULE D

INSURANCE

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

Effective January 1, 2022, 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, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

Effective January 1, 2022, 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 the twelve month period ending August 31, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

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 \$125.00 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 \$25.00 co-payment for office visits will be required.
- A \$25.00 per admission deductible for outpatient services 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 \$125.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

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

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 District will utilize the Blue Cross Blue Shield of Illinois Balanced Drug list effective January 1, 2022. 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 Local Union No. 9.

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 for health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.

E. During the term of this Agreement if some form of federally mandated health care reform is instituted 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.

2. LIFE INSURANCE

A. The District shall provide each full-time employee covered by this Agreement with a paid \$20,000 group-term life policy. Effective August 1, 2022, the District shall increase the amount of this group term life insurance policy to twenty-five thousand dollars (\$25,000) for each full-time employee covered by this Agreement.

B. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. DENTAL INSURANCE

- Employee contributions will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending August 31st of each year.
- For employees in the dental indemnity plan, the following will apply:
 - The annual deductible will be \$50.00 per covered member, \$150.00 maximum per family.
 - The annual benefit maximum will be \$2,500.00 per covered member.
- Coverage for 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 an insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.

4. HEALTH REIMBURSEMENT ARRANGEMENT

Effective January 1, 2022, the District shall establish a Health Reimbursement Arrangement (“HRA”) for regular full-time employees eligible for coverage under the District health plan. These will be notional accounts established on behalf of the employee. Employees are not vested in the HRA account balance.

The District will make contributions to HRA accounts based on the number of hours actually worked, including overtime. For purposes of the HRA account, hours worked will not include vacation, sick, or other compensatory time or time on a leave of absence, whether paid or unpaid. Contributions will be calculated in accordance with the following schedule;

	Effective January 1, 2022	Effective July 1, 2022	Effective July 1, 2023
Hourly Contribution	\$0.15	\$0.25	\$0.50

The following provisions will apply to the HRA accounts:

- Account balances may be carried over from year to year, unless forfeited for any of the reasons described in the plan provisions.
- Contributions for eligible hours worked will be credited to employee accounts on a quarterly basis on the 15th of the month following the end of the quarter (ex. hours worked from January through March will be credited on April 15th).
- Covered expenses are “qualified medical expenses” under Section 213(d) of the Internal Revenue Code. No other expenses will be eligible for reimbursement from the HRA account.
- No reimbursement will be made for an expense that is incurred before January 1, 2022.
- HRA account balances will be forfeited in the following situations:
 - A newly hired employee does not successfully complete the probationary period and is terminated by the District.
 - The account balance is less than \$50 and no contributions into or reimbursements out of the account have occurred for a period of two years.
 - The employee dies and the surviving spouse or dependent(s) are no longer eligible for coverage under the health plan.

The District retains the right to select a third-party administrator to administer the HRA accounts. A plan document will be established by the District and the third-party administrator to outline administrative procedures for the plan. Reimbursements for eligible expenses from the HRA accounts will be administered by the third-party administrator. Disputes with the third-party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.

5. LABOR MANAGEMENT COMMITTEE ON HEALTH CARE

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

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

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

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

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

SCHEDULE E

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. Reporting to work or continuing to work while under the influence of drugs, including cannabis and/or alcohol or the use, abuse, possession, distribution, or sale of drugs, including cannabis, 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. While cannabis use is legal in Illinois for both recreational and medicinal purposes, the Illinois Cannabis Regulation and Tax Act allows employers to adopt drug-free workplace policies. The District remains a drug and alcohol free workplace. If reasonable suspicion testing results in a positive test result for cannabis, it will be treated as a violation of this Drug and Alcohol Testing Policy.
2. Urine sample collection will be done by a service provider selected by the District. That service provider 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 result will be submitted to a Medical Review Officer (MRO) for further analysis. A positive test result as determined by the MRO constitutes a violation of this policy. A negative screen test or negative confirmatory test as determined by the MRO 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. If the MRO cancels a drug test result or recommends a re-test due to a testing irregularity (e.g., a dilute sample) the employee will be subject to a re-test without notice.
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 in violation of this policy may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

If an employee subject to disciplinary action before the Civil Service Board enters into a Stipulation of Facts and Admission of Charges ("Stipulation") with the District and approved by the Civil Service Board, the Stipulation 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 Stipulation, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE F

FLEXIBLE SPENDING ACCOUNTS

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

Medical and Dependent Care Accounts

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

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

Transportation Accounts (Mass Transit and Parking)

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

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

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

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



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0078

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Labor & Industrial Relations Committee

File Type: Agenda Item

Agenda Number: 31

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. Brian A. Perkovich, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Electrical Operations (AFL-CIO)

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9 (Electrical Operations), have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Chief Electrical Operator, Electrical Operator I, Electrical Operator II, Chief Powerhouse Dispatcher I, Powerhouse Dispatcher, Systems Dispatcher, Powerhouse Mechanic Leadman, Powerhouse Mechanic and Telecommunications Specialist. The District has been advised that this Agreement has been approved by Local Union No. 9.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2021 through June 30, 2024.

It is recommended that the Board of Commissioners approve the Agreement between the District and the International Brotherhood of Electrical Workers, Local Union No. 9 (Electrical Operations).

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

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

Requested, Beverly K. Sanders, Director of Human Resources

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting

Minutes of the Board of Commissioners for January 20, 2022

Attachment

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

AGREEMENT WITH

***INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
LOCAL UNION NO. 9, AFL-CIO***

(ELECTRICAL OPERATIONS)

JULY 1, 2021 - JUNE 30, 2024

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 9
(AFL-CIO)

AGREEMENT WITH

THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

PREFACE

This Agreement, is made and entered into between the Metropolitan Water Reclamation District of Greater Chicago, (hereinafter called the "District") and Local Union No. 9 of the International Brotherhood of Electrical Workers, (hereinafter called "Local Union 9"), who now agree as follows: that both of the parties to this Agreement are desirous of continuing the understanding with respect to the employer-employee relationship which exists between them and of entering into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and they further agree that the attached Schedules A, B, C, D, E, and F shall be incorporated into this Agreement.

ARTICLE I - UNION RECOGNITION

SECTION 1.01 UNION RECOGNITION. The District, based upon an historical pattern of representation and recognition, recognizes Local Union 9 as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment, for all full-time employees included in the classifications of Chief Electrical Operator, Electrical Operator I, Electrical Operator II, Chief Power House Dispatcher I, Power House Dispatcher, Systems Dispatcher, Power House Mechanic Leadman, Power House Mechanic, Dynamo Tender, Utility Man and Telecommunications Specialist classes, excluding all other employees represented by other labor organizations, employed in other validly recognized bargaining units. Employees who have no permanent Civil Service Status shall have no recourse to the grievance and arbitration procedure in the event of discharge.

SECTION 1.02 TRADITIONAL DUTIES. The District agrees that the duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement.

ARTICLE II - MANAGEMENT AND UNION RIGHTS

SECTION 2.01 MANAGEMENT RIGHTS. Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide

employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules subject to the provisions of Article V and regulations governing conduct and safety, and the right to determine the methods, processes and means of operations are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in Local Union 9. Local Union 9 recognizes that the nature of the District's operations require some degree of flexibility in making work assignments to its employees to meet emergencies.

SECTION 2.02 OVERTIME. The District has the right to schedule and assign overtime work, as required, in a manner most advantageous to the District and consistent with the requirements of municipal employment, the public interest, and Article VII of this Agreement.

SECTION 2.03 CONTRACTING AND SUBCONTRACTING. The right of contracting or subcontracting is vested in the District but shall not be used to undermine the Union.

SECTION 2.04 RIGHT TO UNION ACTIVITY AND REPRESENTATION. Non-employee union representatives will be granted access to District premises for the purpose of representing the interests of Union members. The representative shall obtain prior approval from the Head of the facility or his designated representative for such access. Local Union 9's designated Plant Steward will be authorized to handle Union problems on District time.

SECTION 2.05 PLANT STEWARDS. The Union may designate Plant Stewards at each work location and furnish the District with a list of names of the Stewards and the work groups they represent.

The Unions will not designate employees in the following classifications to serve as Plant Stewards: Chief Power House Dispatcher I, Power House Dispatcher, Powerhouse Mechanic Leadman, or Chief Electrical Operator.

ARTICLE III - DUES CHECK-OFF

SECTION 3.01 DUES CHECK-OFF. The District, upon receipt of a proper authorization card, shall deduct union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Financial Secretary of Local Union 9, and shall remit such deductions on a monthly basis to the Financial Secretary of Local Union 9. The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by Local Union 9 to the District.

SECTION 3.02 REMITTANCE OF UNION DUES. As soon as practical upon execution of this Agreement, the union dues monthly remittance to Local Union 9 shall be done electronically. Local Union 9 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues deductions. This information will be treated with

strict confidentiality. The listing of employees and deductions for each month’s remittance can be transmitted by hard copy or electronically to Local Union 9. Local Union 9 shall notify the District’s Labor Negotiator by which means the listing should be sent to the union.

ARTICLE IV - WAGE RATES

SECTION 4.01 WAGE RATES FOR THE FOLLOWING:

<u>POSITION CLASSIFICATION</u>	Hourly Rate	Hourly Rate	Hourly Rate
	4.0% Effective <u>07/01/21</u>	2.5% Effective <u>07/01/22</u>	2.25% Effective <u>07/01/23</u>
Chief Power House Dispatcher I	\$65.17	66.80	68.30
Power House Dispatcher	\$59.14	60.62	61.98
Systems Dispatcher	\$62.48	64.04	65.48
Power House Mechanic Leadman	\$70.36	72.12	73.74
Power House Mechanic	\$59.14	60.62	61.98
Chief Electrical Operator	\$62.07	63.62	65.05
Electrical Operator I	\$50.95	52.22	53.39
Electrical Operator II	\$53.50	54.84	56.07
Dynamo Tender	\$48.53	49.74	50.86
Utility Man	\$47.92	49.12	50.23
Telecommunications Specialist	\$49.75	50.99	52.14

SECTION 4.02 ACTING PAY. If an employee is temporarily assigned to perform the work of a higher rate classification for a period of one hour or greater, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel.

SECTION 4.03 TASK DIFFERENTIAL. An Electrical Operator II assigned to the Lockport Controlling Works due to storm conditions will receive a task differential equal to the Power House Mechanic wage rate for hours worked in that assignment.

ARTICLE V - WORK RULES

SECTION 5.01 AGREEMENT TAKES PRECEDENCE. It is agreed that the provisions of this Agreement shall supersede the application of existing work rules to employees covered by this Agreement wherever an established work rule conflicts with any provisions of this Agreement.

SECTION 5.02 PROPOSED CHANGES. When the District proposes to initiate changes or additions to its existing work rules, the District shall transmit two copies of the proposed

changes to Local Union 9. Local Union 9 will consider the proposals and transmit its views to the District within fourteen calendar days of the receipt of the proposals.

The District will not implement any proposed work rules or work rule change until it receives input from Local Union 9, provided this input is received by the District within fourteen calendar days of Local Union 9's receipt of the District's proposal.

ARTICLE VI - WORK WEEK

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

SECTION 6.00 ELECTRONIC TIMESHEETS. As soon as practical upon the execution of this agreement, the District will begin using Biometric Time Terminals. The Biometric Time Terminals will eliminate paper timesheets.

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

Non-shift employees at plant locations must clock in no earlier than 15 minutes prior to the start of their scheduled workday; and must clock out, no earlier than 3:23 p.m. and no later than 15 minutes after the end of their scheduled workday.

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

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

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

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

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

SECTION 6.01 THE WORK WEEK FOR NON-SHIFT PERSONNEL. The normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. The normal workday shall begin between 7:00 a.m. and 8:00 a.m., and end between 3:30 p.m. and 4:30 p.m. However, at management's discretion, Chief Electrical Operators' schedules may be adjusted to begin as early as 6:00 a.m. on a daily or weekly basis based on operational needs.

For employees in the Telecommunications Specialist classification, the normal work week shall consist of five consecutive days of seven hours each, beginning on Monday and ending on Friday. Employees in this classification will be permitted a forty-five minute lunch period.

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

SECTION 6.02 SHIFT SCHEDULE. The seven-day period for regular rotating shift employees shall commence at 10:30 p.m. each Sunday evening and end at 10:29 p.m. each Sunday evening. Employees will receive overtime compensation for all hours worked in excess of 40 per week. For positions requiring a seven-day continuous operation, the work week will be a constant repetition of the 24-day cycle consisting of:

5 consecutive day shifts,	followed by
48 hours off (considered 1 day),	followed by
6 consecutive afternoon shifts,	followed by
48 hours off (considered 2 days),	followed by
6 consecutive midnight shifts,	followed by
120 hours off (considered 4 days),	followed by

The beginning of another repetition of the 24-day cycle consisting of:

5 consecutive day shifts, etc.

Employees assigned to the "Relief Pool" may be assigned to any station. They will have days off in a calendar month equal to the number of Saturdays and Sundays in that month and will work no more than six consecutive days without a scheduled day off. Relief Electrical Operators will not work more than two different shifts in a six consecutive day period.

All employees required to work on continuous seven day service (rotating shift) shall make their relief at 6:30 a.m., 2:30 p.m., and 10:30 p.m. Proper relief is considered to be the employee has signed in, is dressed in work clothes, and is at the work site at the designated start of his/her shift.

When a Vacation Relief or Shift Relief employee has been directed by a supervisor to work a non-shift assignment, that employee shall be considered as a non-shift employee during that assignment.

Shift employees must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employees' control which the circumstances at the time can alone determine.

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

When a position is left unmanned the District will not assign any duties of the position which have been traditionally and historically assigned to employees of the bargaining unit to non-bargaining unit employees and will comply with established District Safety Rules and the Illinois Department of Labor Health and Safety Act. Any safety related issues shall be addressed through the existing procedures for Unsafe Condition Reporting.

SECTION 6.03 REGULAR SHIFT DAYS. In those shift positions in which continuous seven-day service is required, Saturdays and Sundays will be considered regular working days.

SECTION 6.04 NON-SHIFT SCHEDULE. The seven-day period for non-shift employees shall commence at 12:01 each Monday morning and end at 12:00 midnight each Sunday evening.

SECTION 6.05 SHIFT MEALS. For employees working on shift, no mealtime will be allowed as part of the eight hour shift, but lunch and coffee may be consumed at their work stations as conditions permit.

SECTION 6.06 NON-SHIFT MEAL TIME. Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise.

SECTION 6.07 REPORTING AND DEPARTING WORK. All employees shall report to their work stations in work clothes. Any shift employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.

SECTION 6.08 MAINTAIN POSITION. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.

SECTION 6.09 DOUBLE SHIFTS. No employee is subject to work more than two shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen hours. The Stickney Water Reclamation Plant, the Calumet Water Reclamation

Plant, and the O'Brien Pump and Blower Building will be manned with the required number of personnel in effect at the time of execution of this Agreement.

SECTION 6.10 COFFEE BREAK. Non-shift employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m. unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.

SECTION 6.11 WASH-UP TIME. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:15 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:15 p.m.

SECTION 6.12 SIGN OUT. No non-shift employee will be allowed to sign out before 3:23 p.m. unless otherwise permitted by his/her immediate supervisor.

ARTICLE VII - OVERTIME

SECTION 7.01 OVERTIME COMPENSATION. Employees shall be compensated at 1-1/2 times the hourly rate in effect for each classification for all hours worked over 40 in a continuous seven-day period as specified in Section 6 of this Agreement.

All hours worked in excess of 8 hours per day shall be compensated at 1-1/2 times the hourly rate in effect for each classification.

If a shift employee is scheduled to work a shift schedule with 6 days in a work week, overtime compensation for the sixth day will be paid providing the employee has worked the other five days within that particular work week. Time off with pay, e.g., sick allowance, vacation, or holiday used will not count as hours worked in determining eligibility for overtime compensation during scheduled 6-day weeks. However, effective as of the execution of this Agreement, four days (thirty-two [32] hours) of "holiday earned" time may be used and counted as hours worked in determining eligibility for overtime compensation during scheduled six-day weeks in each calendar year. All Holiday Earned time must be used in full day increments on 6 day workweeks. However, two of the days of "holiday earned" time to be used and counted as hours worked in determining eligibility for overtime compensation during scheduled six-day weeks in a calendar year will require prior approval by the immediate supervisor and must not generate any overtime in covering the day off.

A shift employee required to serve on Jury Duty in accordance with ARTICLE X of the Agreement, while working a shift schedule with 6 days in a work week shall have this time considered as hours worked in determining eligibility for overtime compensation during a scheduled 6-day week.

SECTION 7.02 NO OVERTIME. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. 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. No overtime credit will be allowed for travel time for scheduled overtime. No overtime credit will be allowed for travel time that is an extension of a working day continuing after quitting time.

SECTION 7.03 TRAVEL TIME. If an employee is called to report to work at an unscheduled time at the direction of management 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 which requires an extra trip shall receive one hour of travel time to the unscheduled overtime assignment and one hour of overtime returning from the unscheduled overtime assignment at the rate of 1-1/2 times the hourly rate.

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

SECTION 7.04 MEALS DURING DOUBLE SHIFT. Employees working double shifts will not be allowed to leave the plant grounds for supper; food delivery services should be used whenever possible.

SECTION 7.05 OVERTIME EQUALIZATION. Overtime is to be distributed equally among the employees within each work group so far as is practical. A list of current overtime totals shall be maintained for each work group and it will be made available to employees upon request.

SECTION 7.06 TRADING SHIFTS. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted, provided approval of the supervisor in charge is received in advance.

SECTION 7.07 HOLIDAY OVERTIME. Shift employees who actually work on a scheduled holiday shall receive one and one-half times the hourly rate for the hours worked as well as eight hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight hours "holiday earned".

Non-shift employees who actually work on a scheduled holiday shall receive one and one-half times the hourly rate for the hours worked as well as eight hours of holiday pay (straight time).

All "holiday earned" time in excess of 104 hours must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor. Such approval shall not be unreasonably withheld. An employee who fails to request "holiday earned" time off in excess of 104 hours by the end of the next quarter will be assigned a date to take such time off.

SECTION 7.08 HOLIDAY DOUBLE SHIFT. Employees who work a double shift on a scheduled holiday shall be compensated for his/her own shift and at 1-1/2 times the hourly rate for the second shift plus eight hours "holiday earned" time.

Employees who work beyond their scheduled shift on a scheduled holiday shall be compensated at 1-1/2 times the hourly rate for the hours worked plus 1 hour of "holiday earned" time for each hour worked beyond their scheduled shift.

SECTION 7.09 ABSENT ON SCHEDULED HOLIDAY. A shift employee who does not report for his/her regular shift on a scheduled holiday, shall be coded "absent, no pay", irrespective of any holiday earned or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked "holiday" provided he/she is able to substantiate upon return to work that he/she was, in fact, sick.

SECTION 7.10 SHORT CHANGE OVER. In the event of a "short change over" (less than fifteen [15] hours between working shifts) "overtime" compensation will be paid at 1-1/2 times the hourly rate.

SECTION 7.11 MILEAGE COMPENSATION. Employees who are requested to report to the Main Office on their day off shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate for every one hour spent on District business.

SECTION 7.12 Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

SECTION 7.13 OVERTIME COMPENSATION OPTION. Employees who work overtime will have the option of substituting two (2) hours of compensatory time for the one and one half (1-1/2) times the hourly rate as overtime compensation if approved by the supervisor. The option will be made on the day the work is performed, and so coded on the daily time sheet. No change will be allowed following coding by the supervisor.

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

The option of choosing compensatory time will not apply to premium time described in Section 7.07 or to overtime that is a part of the regular shift schedule.

SECTION 7.14 TELEPHONE SCHEDULING FROM HOME. The Chief Electrical Operator at the Calumet Water Reclamation Plant (CWRP) and at the O'Brien Water Reclamation Plant (OWRP) and the Chief Power House Dispatcher I who are directed by the Maintenance Manager or their designee to make phone calls from home for scheduling personnel covered by this Agreement for call-in situations and/or significant operational situations will

receive one-half hour of overtime as compensation per incident. The Chief Electrical Operators at CWRP and OWRP or the Chief Power House Dispatcher I will be required to complete a timesheet to record any time spent scheduling from home, and complete an overtime report. For any time spent scheduling from home that is over one-half hour in duration, the Chief Electrical Operators at CWRP and OWRP or the Chief Power House Dispatcher I will be required to complete a timesheet and provide documentation demonstrating the additional time spent scheduling by phone.

ARTICLE VIII - HOLIDAYS

SECTION 8.01 HOLIDAY SCHEDULE. Paid Holidays will be granted in accordance with the provisions of Schedule A of the Agreement.

ARTICLE IX - VACATIONS

SECTION 9.01 VACATION SCHEDULE. Paid vacations will be granted in accordance with the provisions of Schedule B of the Agreement.

SECTION 9.02 TIME AND SELECTION OF VACATIONS. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules shall be developed before January 31st of the vacation year. In choosing vacation periods, all employees covered by this Agreement will be considered as a single group at each work location for scheduling purposes. Vacations will be scheduled by classification and then seniority within each classification for each such work group at each work location. In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his/her vacation during any other time of the year that he/she may request, providing that it meets with the approval of his/her supervisor.

SECTION 9.03 VACATION CARRY OVER. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. In such cases vacation credit may be carried over to the following year.

In choosing carryover vacation periods, all employees covered by this Agreement will be considered as a single group at each work location for scheduling purposes. The choosing of carryover vacation credit will not be conducted until all current vacation allotments have been scheduled. Carryover vacation will be scheduled by classification and then seniority at each work location. All vacation carryover must be scheduled between January 1st and March 31st. Where necessary, a supervisor may schedule an employee to be off on carryover vacation in order to meet this requirement.

Section 9.11 MAXIMUM NUMBER ON VACATION shall be applicable for all vacation carryover selections and the scheduling of carryover vacation credit shall not generate any overtime.

In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all carryover vacation requests.

SECTION 9.04 UNUSED VACATION PAY. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.

SECTION 9.05 AUTHORIZED HOLIDAY. When an authorized holiday falls within an employee's vacation period, he/she shall be compensated in time for this day at a later date, with the scheduling of such day approved by the immediate supervisor.

SECTION 9.06 WEEKLY MINIMUM. Normally vacation time should be taken in periods of one week (five working days), at a minimum.

SECTION 9.07 NEW EMPLOYEES. New employees will earn a regular vacation of ten working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten working days in each calendar year during the first five years of service. A new employee may use half the above vacation time (five working days) after six months of District service, providing such employee receives the approval of his/her immediate supervisor.

SECTION 9.08 OTHER EMPLOYMENT CREDIT. Any employee who has rendered service to the City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, the State of Illinois, or the Metropolitan Water Reclamation District Retirement Fund shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

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

SECTION 9.09 VACATION SICK CREDIT. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.

SECTION 9.10 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

For employees on duty disability, vacation benefits will accumulate, commencing from the date of disability, for a maximum of two, three, or four weeks based on the employee's vacation eligibility at the time the employee becomes disabled. Vacation benefits will not accumulate after an employee has been absent on duty disability for more than twelve continuous months.

When an employee returns to work after being on duty disability, works for less than one year, then returns to duty disability, the periods of disability shall be combined and considered to be one continuous period of disability. This shall not affect the accumulation of vacation benefits during periods that an employee works.

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 SECTION 9.03 VACATION CARRY OVER.

SECTION 9.11 MAXIMUM NUMBER ON VACATION. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as defined above), shall be allowed vacation during the months of January and December.

Vacation time shall be scheduled in accordance with ARTICLE IX – VACATIONS. A supervisor, at his or her discretion and based on operation needs, may allow more than the maximum number of employees off for vacation purposes for a period of less than a work week, as defined above. However, if such a request creates overtime, the vacation request shall be denied.

ARTICLE X - JURY DUTY

SECTION 10.01 JURY DUTY PAY. Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

ARTICLE XI - BEREAVEMENT PAY

SECTION 11.01 BEREAVEMENT PAY. Leave with pay will be allowed for employees to attend services resulting from the death in the immediate family not to exceed three working days, including the day of the services. Such leave shall apply to the death of a husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, stepparents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the employee. Bereavement Leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of domestic partner, stepparents of domestic partner,

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

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

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

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

ARTICLE XII - PERSONAL LEAVE

SECTION 12.01 PERSONAL LEAVE. All full-time employees in the Chief Electrical Operator, Chief Power House Dispatcher I, Electrical Operator I, Electrical Operator II, Dynamo Tender, Power House Dispatcher, Power House Mechanic Leadman, Power House Mechanic, Systems Dispatcher, Utility Man and Telecommunications Specialist classes will, at their request, be granted a maximum of three (3) days for personal leave in any calendar year as long as they have accumulated sick leave credit at least in the amount of the personal leave time requested. Personal leave normally must be used in units of not less than one (1) day. However, with the approval of their supervisor, employees will be permitted to take personal leave in half-day (1/2) units.

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

SECTION 12.02 CALL-IN PROCEDURES. Shift employees unable to report for work and requesting to use personal leave must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employee's control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.

ARTICLE XIII - SICK LEAVE

SECTION 13.01 SICK LEAVE PAY. Paid Sick Leave will be granted in accordance with the provisions of Schedule C of this Agreement.

SECTION 13.02 SICK LEAVE ACCUMULATION. Sick Leave will continue to accumulate during the period that the employee is off due to sickness.

SECTION 13.03 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

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

SECTION 13.04 REINSTATEMENT. Employees reinstated to the District's service within one year following resignation will be credited with any unused sick leave accumulated during prior service. Employees must have at least one year's service following reinstatement before being entitled to such credit.

SECTION 13.05 VERIFICATION. Sick leave with pay will be allowed for illness, injury, or medical appointment in accordance with Illinois State law. If an employee has been absent utilizing paid sick leave benefits, the immediate supervisor may require a Doctor's Certificate to verify absence(s).

SECTION 13.06 ABUSE OF PRIVILEGE. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

SECTION 13.07 UNUSED SICK LEAVE.

ANNUAL SICK LEAVE PAYOUT

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

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

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

SICK LEAVE PAYOUT AT SEPARATION

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

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

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

SECTION 13.08 USE OF SICK TIME FOR FMLA. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

Employees shall be granted paid parental leave in accordance with the provisions and procedures of Administrative Procedure (AP) 10.49.0, Parental Leave Policy for Non-Represented Employees.

ARTICLE XIV - TERMINATION PAY

SECTION 14.01 TERMINATION PAY. Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

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

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

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

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

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

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

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

ARTICLE XV - TRANSFER IN SAME CLASS

SECTION 15.01 TRANSFERS. These procedures will apply to all transfers between work locations.

SECTION 15.02 TRANSFER FORM. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for a Transfer" form.

SECTION 15.03 FORM PROCESS. A request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.

SECTION 15.04 REQUEST AND SENIORITY. Whenever a vacancy is to be filled, the first priority for filling such vacancy will be given to a transfer at the request of a present employee. 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. Such transfers will be made in accordance with seniority, as defined in Article XVI, Section 16.01, provided that, in the District's judgment, the employee requesting such transfer is willing, qualified, able, and possesses an acceptable work record.

SECTION 15.05 PROBATIONARY EMPLOYEE. A probationary employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 15.06 PROVISIONAL EMPLOYEE. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 15.07 REQUEST PRIORITY. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.

SECTION 15.08 REQUEST ROSTERS. The Human Resources Department will establish suitable rosters of all requests for transfer into, and out of, each location. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

SECTION 15.09 REQUEST DURATION. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until the request is satisfied or the employee submits a written authorization to withdraw the requests. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is reviewed and entered, and 5.) a copy of the form(s) indicating the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

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

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

SECTION 15.10 TRANSFER WAIVER. An employee may waive his/her right to transfer one time to a subsequent transfer for which he/she is eligible.

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

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

SECTION 15.11 TRANSFER LIMITATION. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.

SECTION 15.12 HONORING TRANSFER REQUESTS. 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.

SECTION 15.13 TRANSFER IN SAME CLASS. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2", or "(AC)" where the employee's job duties are no longer required will occur. If an employee returned to work from three months of ordinary disability or from three months of a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the least senior employee in the section with the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2", or "(AC)".

SECTION 15.14 INVOLUNTARY TRANSFER. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability, or who has been continuously Absent Without Leave (AWOL), will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability, or AWOL for three (3) months, or Duty Disability for five (5) months. When an employee has been involuntarily transferred due to a long term duty disability, ordinary disability, or leave of absence, and the position is vacated, when the employee returns to work, the employee will be placed in a position according to past practice as follows:

- Duty Disability: The employee will be returned to the plant location on rotating shift, relief or day position that the employee was in at the time the injury occurred.
- Ordinary Disability: The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time the employee was approved for Ordinary Disability. However, if the position has been filled, the employee will return to work to the plant and assignment that is vacant at that time.
- Leave of Absence: The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time the employee was approved for the Leave of Absence. However, if that position has been filled, the employee will return to work in accordance with Rule 9.09 of the Personnel Rules for the Classified Service.

SECTION 15.15 DISCIPLINARY TRANSFER. Employees may be temporarily reassigned pending completion of an investigation by the District as outlined below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

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

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

In these instances, the District will notify Local Union 9 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

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

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

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

ARTICLE XVI - SENIORITY

SECTION 16.01 SENIORITY DEFINITION AND APPLICATION. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. Seniority shall continue while an employee is on leave of absence on account of sickness or injury which is compensable under the Occupational Diseases Act or the Workmen's Compensation Act. An employee returning to service from Ordinary Disability, layoff, or Duty Disability not compensated under the above stated statutes shall retain seniority credit for all prior service in the class.

SECTION 16.02 LAYOFF AND RECALL. When one or more, but less than all employees occupying the positions in a single class are to be laid off or recalled, such employees shall be laid off or recalled according to seniority.

SECTION 16.03 ACTING ASSIGNMENTS. For Chief Power House Dispatcher I and Chief Electrical Operator acting assignments scheduled for five or more work days, employees in the subordinate classes regularly assigned to that work location shall be considered by classification, and then seniority within each classification on a rotating basis provided that, in the District's judgment the employee is willing, qualified, able, and possesses an acceptable work record.

For Power House Dispatcher and Electrical Operator II acting assignments, shift employees in the subordinate classes assigned to that work location and that shift shall be considered by classification and then seniority within each classification on a rotating basis as follows:

For scheduled acting assignments, the scheduled employee shall perform the acting assignment. For non-scheduled acting assignments, employees in the subordinate classes assigned to that work location and that shift shall be considered by classification and then seniority within each classification on a rotating basis provided that, in the District's judgment the employee is willing, qualified, able, and possesses an acceptable work record.

The District reserves the right to modify the schedule based on operational needs and these modifications shall be considered scheduled.

SECTION 16.04 TEMPORARY - PROVISIONAL PROMOTIONS. For temporary-provisional appointments, consideration shall be given to the employee's location, classification, and seniority in that classification.

SECTION 16.05 SENIORITY LIST. A seniority list in all job classifications in this Agreement shall be maintained and a copy including all updates shall be sent to the Business Manager of Local Union 9. The District will notify the Union when any employees are hired, promoted, or terminated in the classifications covered under this Agreement. In most circumstances, the District will attempt to notify the Business Manager via email when a start date has been established for a new hire. However, written notification for new hires and promotional appointments will occur no later than 10 days after a start date has been established and within 10 days after an employee has separated from the District.

ARTICLE XVII - AUTO AND MEAL ALLOWANCE

SECTION 17.01 AUTO ALLOWANCE. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated in accordance with the Handbook of Employee Expense Rules and at the rate established as District Policy by the Clerk/Director of Finance for all such miles. The District reserves the right to change the procedures in the Rules. However, with the exception of the rate established for mileage reimbursement, the benefits provided will not be diminished during the term of this Agreement.

SECTION 17.02 AUTO ALLOWANCE FOR ROUND TRIP. Any employee requested by the Plant, Section or Department Head to report to the Main Office or other District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.

SECTION 17.03 MEAL ALLOWANCE. When an employee is required to work unscheduled overtime prior to or immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$10.00 for meal compensation after completing the twelfth consecutive hour of work. Meal time periods shall not exceed one (1) hour in time, when and if conditions permit.

ARTICLE XVIII - INSURANCE

SECTION 18.01 HEALTH. Health Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.02 DENTAL. Dental Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.03 LIFE. Life Insurance will be granted to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.04 HEALTH REIMBURSEMENT ARRANGEMENT (HRA). A Health Reimbursement Arrangement will be established for employees in accordance with the provisions of Schedule D of this Agreement.

ARTICLE XIX - GRIEVANCE PROCEDURE

SECTION 19.01 GRIEVANCE PROCEDURE. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both. Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I

A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to his/her immediate supervisor.

B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and Local Union 9 within seven calendar days after receipt of the written complaint.

Step II

A. If the grievance is not settled at the first step, a Local Union 9 representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven calendar days after the date of receipt by the Union of the decision by the immediate supervisor.

B. The Department Head or his/her designated representative will notify the employee in writing with a copy to Local Union 9 of his/her decision on Employee Problems Form Step II within seven calendar days of receipt of the Step II form.

Step III

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

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

C. If a grievance is not settled at the third step, either Local Union 9 or the District may notify each other in writing within ten days of the receipt of the Step III decision, that they request final and binding arbitration.

D. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Local Union 9 shall be considered to have waived the right to pursue the grievance.

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

SECTION 19.02 FINAL AND BINDING ARBITRATION. Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement, except, however, that the following subject shall not be submitted nor subject to binding arbitration:

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

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

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

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

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

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

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days of the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The decision of the Arbitrator shall be final and binding upon Local Union 9, and the District. The authority of the arbitrator shall be limited to the construction and application of the specific terms of this Agreement. He/she shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein.

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

ARTICLE XX - NO STRIKE - NO LOCKOUT

SECTION 20.01 NO STRIKE - NO LOCKOUT. During the term of this Agreement, neither the Union nor its agents nor any employee covered by this Agreement for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

SECTION 20.02 EMPLOYEE-UNION REPRESENTATIVES DUTIES. Local Union 9 agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees in violation of Section 20.01 to return to work.

SECTION 20.03 VIOLATION. The District may discharge or discipline any employee who violates Section 20.01 and any employee who fails to carry out his/her responsibilities under Section 20.02, and Local Union 9 will not resort to the Grievance Procedure on such employee's behalf.

SECTION 20.04 UNION ACTION IN EVENT OF A STRIKE. Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, Local Union 9, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

A. Advise the District in writing that the strike or stoppage has not been called or sanctioned by Local Union 9. Failure on the part of Local Union 9 to immediately denounce the strike, work stoppage, slowdown or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.

B. Provide copies of the following notice on Local Union 9's letterhead to be posted on bulletin boards in the Plant and other District facilities: "We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by Local Union 9, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."

SECTION 20.05 JUDICIAL RELIEF AND OTHER REMEDIES. Nothing contained herein shall preclude the District or Local Union 9 from obtaining judicial relief or other legal remedies in the event of a violation of this Article.

ARTICLE XXI - SEPARABILITY AND NOTICE

SECTION 21.01 AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT. If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved. Nothing in the Agreement shall prohibit the District from taking steps to comply with the requirements of the Americans with Disabilities Act.

SECTION 21.02 NOTICES. All notices required under this Agreement shall be in writing and sent by Local Union 9 to the District in triplicate to the following:

- A. Executive Director
- B. Director of Human Resources
- C. Labor Negotiator

Notices sent by the District shall be mailed to the Business Manager of the International Brotherhood of Electrical Workers, Local Union 9, AFL-CIO. The District will notify Local Union 9, when any employees are hired or terminated in the classifications covered under this Agreement.

ARTICLE XXII - AMENDMENTS AND ENTIRE AGREEMENT

SECTION 22.01 ENTIRE AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Local Union 9, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and for the duration of this Agreement the District shall not reduce or eliminate any fringe benefit or working rule contained in this Agreement.

SECTION 22.02 AMENDMENTS. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.

ARTICLE XXIII - NON-DISCRIMINATION

SECTION 23.01 NON-DISCRIMINATION. Neither the District nor Local Union 9 will discriminate against any employee in the bargaining unit with regard to wages, hours or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin, or disability in violation of any Federal or Illinois law. Allegations of discrimination shall not be pursued through the grievance procedure but shall be submitted to the appropriate State or Federal Agency.

ARTICLE XXIV - MISCELLANEOUS

SECTION 24.01 SAFETY EXPENSE. The District will reimburse employees on an annual basis for safety boots and safety glasses at a rate and method to be determined by the Safety Manager. The rate of reimbursement for safety shoes/boots will be equal to but not more than one-half of the cost per pair up to a maximum of \$150.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half the cost per pair up to a maximum of \$100.00.

SECTION 24.02 TUITION REIMBURSEMENT. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

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

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

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

SECTION 24.03 WARNING NOTICES. Warning notices shall not be considered part of an employee's personnel record after one year, provided the employee does not receive any other disciplinary action(s) during that one year period and files a written request with the Human Resources Department to have the written warning removed from his/her personnel file.

SECTION 24.04 VOTING TIMES. The District will allow non-shift employees a maximum of two hours off without penalty for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.

SECTION 24.05 FACILITY CLOSURES. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following paragraphs 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay 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.
- g) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.
- h) Shift employees who are on a regular day off (payroll code 0048) will not receive payroll code (0026) Holiday Earned credit.
- i) Non-shift employees shall not be eligible for differential pay during a full day facility closure if they were not required to work during the closure.

2. Partial Day District Designated Facility Closure

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

In no circumstances will the premium compensation (1-1/2 times the hourly rate or (0026) Holiday Earned credit) as identified in the paragraphs above extend beyond twenty-one (21) consecutive calendar days. When a facility closure is deemed to continue past fourteen (14) consecutive calendar days, the District and the Union shall meet for the purpose of negotiating and agreeing upon what the proper compensation will be if the facility closure extends beyond twenty-one (21) consecutive calendar days. Should employees be instructed to continue not to report to work, such employees shall be coded as payroll code 0017A. Nothing contained in this section shall prevent the District from exercising its rights under Section 2.01, Management Rights.

SECTION 24.06 UNION LEAVE. The District will grant a request for a leave of absence for one employee for the purpose of service as Representative or Officer with the International, State, District Council, or Local Organization of the Union for the duration of his/her appointment to the Union, provided the employee submits a request for an extended leave of absence, and renews such request annually as required by the District's Personnel Rules.

While on such leave, the employee will retain their accumulated seniority, and will accumulate additional seniority only for the purpose of transfer requests and vacation picks while on leave. Employees on leave for union service will not be eligible for District benefits during such leave.

Upon return from a union leave of absence, the employee will have his/her prior seniority and other benefits reinstated.

SECTION 24.07 DIRECT DEPOSIT. All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.

SECTION 24.08 MILITARY LEAVE. The District will grant military leave in accordance with Illinois State and Federal laws.

SECTION 24.09 ARC-FLASH PROTECTIVE CLOTHING ALLOWANCE. Employees designated by the District are required to wear flame-retardant arc-rated clothing at all times while working. Such clothing shall consist of, at a minimum, flame-retardant arc-rated long-sleeve shirt and pants. All such clothing must meet the standards for hazard/risk category 2 (rating of at least 8 cal/cm²). At any time, the District may verify that employees are properly attired in required arc-rated protective clothing. Sufficient arc-rated protective clothing shall be kept at work as necessary for work assignments.

The District will reimburse new employees for the purchase of one (1) category 2 arc-flash rated jacket, five (5) pairs of pants, five (5) shirts and one (1) belt of category 2 arc-rated clothing, one (1) category 4 ventilated hood, and one (1) 20,000 volt pair of gloves and leather glove protectors immediately upon hire. The employee must complete a reimbursement form, present a receipt for the purchases, and have the reimbursement approved by the appropriate member of District management. Effective January 1 of the year following the commencement of employment (and for all current employees who have worked more than one year), during each calendar year employees will be entitled to reimbursement for up to five (5) replacement garments (pants and/or shirts) of arc-rated protective clothing. In addition, effective June 30, 2021 and every January 1 thereafter, employees will be entitled to up to an annual maximum reimbursement of \$350 for the purchase of additional arc-rated protective garments (e.g. overalls, sweat shirt, jacket, balaclava). 20,000 volt gloves, leather glove protectors, and hoods will be replaced as needed. All reimbursements will be issued in accordance with the District's Handbook of Employee Expense Rules procedures. Unused reimbursement entitlements do not roll over from year to year. The District may, at its discretion, provide a list of suppliers from which purchases shall be made.

The District agrees to replace, at its own expense, any arc-rated clothing items damaged by, or otherwise required to be replaced after, an arc flash incident. Additionally, the District agrees to, at its own expense and in its sole discretion, to replace arc-rated clothing damaged in the course of normal work activities.

Flame-retardant arc-flash clothing must be maintained in good condition. Clothing that is torn, damaged, soiled or otherwise deemed inappropriate by the District to provide the necessary protection shall not be worn. Employees are responsible for laundering and care of their own

protective clothing, and are required to follow correct laundering and care procedures to ensure the continuing effectiveness of the clothing.

An employee who is separated from District service during his/her probationary period will be required to reimburse the District for one-half the cost of such protective clothing purchased by the District.

The District will provide other arc-rated protective clothing and gear as appropriate.

SECTION 24.10 LABOR MANAGEMENT COMMITTEE ON THE RETURN TO WORK PROGRAM. The District and the unions representing District employees shall establish a "Labor Management Committee on the Return to Work Program." The Committee shall consist of staff from the District's Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee meetings.

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

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

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

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

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

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

SECTION 24.11 LABOR MANAGEMENT COMMITTEE ON ELECTRICAL SAFETY.

The purpose of the Labor Management Committee on Electrical Safety is to increase safety awareness of the bargaining units through collaborative discussions between the District and the Unions. The Unions agree to create a Labor Management Committee on Electrical Safety, and commit themselves to the fullest cooperation in discussing and developing methods to improve safety and address safety concerns at the District. The Committee will meet no less than twice a year, or more frequently by the mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District. The size and composition of this Committee may be changed by mutual agreement of the parties. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The Committee is advisory only. It is intended to promote collaboration and discussion over the safety of District employees. 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 safety of its employees.

SECTION 24.12 CONFINED SPACE ENTRY. For confined space entry, any qualified employee from any classification may be assigned top-man duties based on operational needs. Qualified employees may perform top-man duties for any employee classification that is entering and performing work in a confined space unless special circumstances dictate otherwise.

ARTICLE XXV - DURATION OF AGREEMENT

SECTION 25.01 TERM. This Agreement shall become effective on July 1, 2021, and shall continue in full force and effect through June 30, 2024, and from year to year thereafter unless at least 60 days prior to June 30, 2024 or at least 60 days prior to June 30th of any year thereafter notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on June 30 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.

SECTION 25.02 MEDIATION AND FACT FINDING. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit the dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

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

Executed at Chicago, Illinois, this _____ day of _____, 2022

For the International Brotherhood of Electrical Workers, Local No. 9, AFL–CIO

William W. Niesman
Business Manager

For the Metropolitan Water Reclamation District of Greater Chicago

Ted J. Kosowski
Labor Negotiator

Approved as to Form and Legality

James Murray
Head Assistant Attorney

Susan T. Morakalis
General Counsel

Jacqueline Torres
Clerk/Director of Finance

Brian A. Perkovich
Executive Director

Marcelino Garcia
Chairman Committee on Finance

Kimberly Du Buclet
Chairman Committee on Labor and
Industrial Relations

APPROVED:

Kari K. Steele
President Board of Commissioners

(PART AND PARCEL OF AGREEMENT effective July 1, 2021)

SCHEDULE A

HOLIDAYS

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

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

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

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

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

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

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

ADDITIONAL HOLIDAY

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

For 2021, employees may choose one of the following days:

Wednesday, November 24, 2021, or Friday, November 26, 2021, or Thursday, December 23, 2021, or Monday, December 27, 2021, or Thursday, December 30, 2021, or Monday, January 3, 2022.

For 2022, employees may choose one of the following days:

Wednesday, November 23, 2022, or Friday, November 25, 2022, or Friday, December 23, 2022, or Tuesday, December 27, 2022, or Friday, December 30, 2022, or Tuesday, January 3, 2023.

For 2023, employees may choose one of the following days:

Wednesday, November 22, 2023, or Friday, November 24, 2023, or Friday, December 22, 2023, or Tuesday, December 26, 2023, or Friday, December 29, 2023, or Tuesday, January 2, 2024.

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

SCHEDULE B

VACATIONS

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

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

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

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

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

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

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.

SCHEDULE C

SICK LEAVE

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

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

SCHEDULE D

INSURANCE

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

Effective January 1, 2022, 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, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

Effective January 1, 2022, 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, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

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 \$125.00 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 \$25.00 co-payment for office visits will be required.

- A \$25.00 per admission deductible for outpatient services 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 \$125.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

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

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 District will utilize the Blue Cross Blue Shield of Illinois Balanced Drug list effective January 1, 2022. 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 Local Union 9.

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 for health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.

E. During the term of this Agreement if some form of federally mandated health care reform is instituted 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.

2. LIFE INSURANCE

A. The District shall provide each full-time employee covered by this Agreement with a paid \$20,000 group term life policy. Effective August 1, 2022, the District shall increase the amount of this group term life insurance policy to twenty-five thousand dollars (\$25,000) for each full-time employee covered by this Agreement.

B. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. DENTAL INSURANCE

- Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by

taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending August 31st of each year.

- For employees in the dental indemnity plan, the following will apply:
 - The annual deductible will be \$50.00 per covered member, \$150.00 maximum per family.
 - The annual benefit maximum will be \$2,500.00 per covered member.
- Coverage for 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 an insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.

4. Health Reimbursement Arrangement

Effective January 1, 2022, the District shall establish a Health Reimbursement Arrangement (“HRA”) for regular full-time employees eligible for coverage under the District health plan. These will be notional accounts established on behalf of the employee. Employees are not vested in the HRA account balance.

The District will make contributions to HRA accounts based on the number of hours actually worked, including overtime. For purposes of the HRA account, hours worked will not include vacation, sick, or other compensatory time or time on a leave of absence, whether paid or unpaid. Contributions will be calculated in accordance with the following schedule;

	Effective January 1, 2022	Effective July 1, 2022	Effective July 1, 2023
Hourly Contribution	\$0.15	\$0.25	\$0.50

The following provisions will apply to the HRA accounts:

- Account balances may be carried over from year to year, unless forfeited for any of the reasons described in the plan provisions.
- Contributions for eligible hours worked will be credited to employee accounts on a quarterly basis on the 15th of the month following the end of the quarter (ex. hours worked from January through March will be credited on April 15th).
- Covered expenses are “qualified medical expenses” under Section 213(d) of the Internal Revenue Code. No other expenses will be eligible for reimbursement from the HRA account.
- No reimbursement will be made for an expense that is incurred before January 1, 2022.
- HRA account balances will be forfeited in the following situations:
 - A newly hired employee does not successfully complete the probationary period and is terminated by the District.
 - The account balance is less than \$50 and no contributions into or reimbursements out of the account have occurred for a period of two years.
 - The employee dies and the surviving spouse or dependent(s) are no longer eligible for coverage under the health plan.

The District retains the right to select a third-party administrator to administer the HRA accounts. A plan document will be established by the District and the third-party administrator to outline administrative procedures for the plan. Reimbursements for eligible expenses from the HRA accounts will be administered by the third-party administrator. Disputes with the third-party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.

5. LABOR MANAGEMENT COMMITTEE ON HEALTH CARE

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

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

- alternative funding options,
- the prescription drug plan and the mail order program,

- the methodology of computing employee contributions,
- revisions to the list of providers participating in the hospital PPO.

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

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

SCHEDULE E

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. Reporting to work or continuing to work while under the influence of drugs, including cannabis and/or alcohol or the use, abuse, possession, distribution, or sale of drugs, including cannabis 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. While cannabis use is legal in Illinois for both recreational and medicinal purposes, the Illinois Cannabis Regulation and Tax Act allows employers to adopt drug-free workplace policies. The District remains a drug and alcohol free workplace. If reasonable suspicion testing results in a positive test result for cannabis, it will be treated as a violation of this Drug and Alcohol Testing Policy.
2. Urine sample collection will be done by a service provider selected by the District. That service provider 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 result will be submitted to a Medical Review Officer (MRO) for further analysis. A positive test result as determined by the MRO constitutes a violation of this policy. A negative screen test or negative confirmatory test as determined by the MRO 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. If the MRO cancels a drug test result or recommends a re-test due to a testing irregularity (e.g., a dilute sample) the employee will be subject to a re-test without notice.
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 in violation of this policy may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

If an employee subject to disciplinary action before the Civil Service Board enters into a Stipulation of Facts and Admission of Charges (“Stipulation”) with the District and approved by the Civil Service Board, the Stipulation 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 Stipulation, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE F

FLEXIBLE SPENDING ACCOUNTS

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

Medical and Dependent Care Accounts

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

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

Transportation Accounts (Mass Transit and Parking)

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

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

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

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



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0079

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In Control: Labor & Industrial Relations Committee

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Agenda Number: 32

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON LABOR AND INDUSTRIAL RELATIONS

Mr. Brian A. Perkovich, Executive Director

Authority to Approve the Agreement Between the Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9, Motor Vehicle Dispatcher Group (AFL-CIO)

Dear Sir:

The Metropolitan Water Reclamation District of Greater Chicago and the International Brotherhood of Electrical Workers, Local Union No. 9 (Motor Vehicle Dispatcher Group), have reached an Agreement covering rates of pay, hours of work, and other conditions of employment for employees in the classifications of Motor Vehicle Dispatcher and Motor Vehicle Dispatcher Supervisor. The District has been advised that this Agreement has been approved by Local Union No. 9.

A copy of the Agreement is attached hereto. The Agreement covers the period of July 1, 2021 through June 30, 2024.

It is recommended that the Board of Commissioners approve the Agreement between the District and the International Brotherhood of Electrical Workers, Local Union No. 9 (Motor Vehicle Dispatcher Group).

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

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

Requested, Beverly K. Sanders, Director of Human Resources

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment

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

AGREEMENT WITH

***INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
LOCAL UNION NO. 9, AFL-CIO***

(MOTOR VEHICLE DISPATCHER GROUP)

JULY 1, 2021 - JUNE 30, 2024

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 9
(AFL-CIO)

AGREEMENT WITH

THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

PREFACE

This Agreement, is made and entered into between the Metropolitan Water Reclamation District of Greater Chicago, (hereinafter called the "District") and Local Union No. 9 of the International Brotherhood of Electrical Workers, (hereinafter called "Local Union 9"), who now agree as follows: that both of the parties to this Agreement are desirous of continuing the understanding with respect to the employer-employee relationship which exists between them and of entering into a complete Agreement covering rates of pay, hours of work, and other conditions of employment, and they further agree that the attached Schedules A, B, C, D, E, and F shall be incorporated into this Agreement.

ARTICLE I - UNION RECOGNITION

SECTION 1.01 UNION RECOGNITION. The District recognizes Local Union 9 as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment, for all full-time employees included in the classifications of Motor Vehicle Dispatcher Supervisor and Motor Vehicle Dispatcher, excluding all other employees represented by other labor organizations, employed in other validly recognized bargaining units. Employees who have no permanent Civil Service Status shall have no recourse to the grievance and arbitration procedure in the event of discharge.

SECTION 1.02 TRADITIONAL DUTIES. The District agrees that the duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement, including that of the working Motor Vehicle Dispatcher Supervisor, shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement. It is also agreed that non-bargaining unit members shall continue to assist bargaining unit members in the performance of bargaining unit work in accordance with the historic and recognized practice. Non-bargaining unit members may perform bargaining unit work when all available bargaining unit members are present and operational needs require additional manpower to perform the required duties. Non-bargaining unit members may perform bargaining unit work when bargaining unit members are unavailable for work and operational needs require additional manpower to perform the required duties.

ARTICLE II - MANAGEMENT AND UNION RIGHTS

SECTION 2.01 MANAGEMENT RIGHTS. Except as otherwise specifically provided herein, the management of the plant and direction of the work force, including but not limited to the right to hire and promote, the right to discipline or discharge for just cause, the right to decide employee qualifications, the right to lay off for lack of work or other reasons, the right to discontinue jobs, the right to make and enforce reasonable work rules subject to the provisions of Article V and regulations governing conduct and safety, and the right to determine the methods, processes and means of operations are vested exclusively in the District. The District in exercising these functions will not discriminate against any employee because of his or her membership in Local Union 9. Local Union 9 recognizes that the nature of the District's operations require some degree of flexibility in making work assignments to its employees to meet emergencies.

SECTION 2.02 OVERTIME. The District has the right to schedule and assign overtime work, as required, in a manner most advantageous to the District and consistent with the requirements of municipal employment, the public interest, and Article VII of this Agreement.

SECTION 2.03 CONTRACTING AND SUBCONTRACTING. The right of contracting or subcontracting is vested in the District but shall not be used to undermine the Union.

SECTION 2.04 RIGHT TO UNION ACTIVITY AND REPRESENTATION. Non-employee union representatives will be granted access to District premises for the purpose of representing the interests of Union members. Local Union 9's designated Steward will be authorized to handle Union problems on District time.

SECTION 2.05 STEWARDS. The Union may designate a Steward at each work location and shall furnish the District with a list of names of the Stewards and the work groups they represent.

ARTICLE III - DUES CHECK-OFF

SECTION 3.01 DUES CHECK-OFF. The District, upon receipt of a proper authorization card, shall deduct union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Financial Secretary of Local Union 9, and shall remit such deductions on a monthly basis to the Financial Secretary of Local Union 9. The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by Local Union 9 to the District.

SECTION 3.02 REMITTANCE OF UNION DUES. As soon as practical upon execution of this Agreement, the union dues monthly remittance to Local Union 9 shall be done electronically. Local Union 9 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be

transmitted by hard copy or electronically to Local Union 9. Local Union 9 shall notify the District’s Labor Negotiator by which means the listing should be sent to the union.

ARTICLE IV - WAGE RATES

SECTION 4.01 WAGE RATES FOR THE FOLLOWING:

<u>POSITION CLASSIFICATION</u>	Hourly Rate*	Hourly Rate*	Hourly Rate*
	4.0% Effective <u>07/01/21</u>	2.5% Effective <u>07/01/22</u>	2.25% Effective <u>07/01/23</u>
Motor Vehicle Dispatcher Supervisor	\$32.47	33.28	34.03
Motor Vehicle Dispatcher	\$29.52	30.26	30.94

*Hourly rate is based on a seven hour workday

*Effective April 1, 2022, the hourly rate is based on an eight hour workday

SECTION 4.02 ACTING PAY. If the Motor Vehicle Dispatcher Supervisor is off for an entire work day and the two Motor Vehicle Dispatchers have both reported for work, one Motor Vehicle Dispatcher will be temporarily assigned to perform the work of the Motor Vehicle Dispatcher Supervisor. The Motor Vehicle Dispatcher performing the work of Motor Vehicle Dispatcher Supervisor will be paid at the supervisor rate of Motor Vehicle Dispatcher for the period served in the acting capacity. Acting assignments will be distributed equally among the Motor Vehicle Dispatchers so far as is practical.

ARTICLE V - WORK RULES

SECTION 5.01 AGREEMENT TAKES PRECEDENCE. It is agreed that the provisions of this Agreement shall supersede the application of existing work rules to employees covered by this Agreement wherever an established work rule conflicts with any provisions of this Agreement.

SECTION 5.02 PROPOSED CHANGES. When the District proposes to initiate changes or additions to its existing work rules, the District shall transmit two copies of the proposed changes to Local Union 9. Local Union 9 will consider the proposals and transmit its views to the District within fourteen calendar days of the receipt of the proposals.

The District will not implement any proposed work rules or work rule change until it receives input from Local Union 9, provided this input is received by the District within fourteen calendar days of Local Union 9's receipt of the District's proposal.

ARTICLE VI - WORK WEEK

Any variations of the hours of work specified in the Agreement must be mutually agreed upon by the District and the Union.

SECTION 6.00 ELECTRONIC TIMESHEETS. 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 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.

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

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

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

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

SECTION 6.01 THE WORK WEEK FOR NON-SHIFT PERSONNEL. The normal work week shall consist of five consecutive days of seven hours each, beginning on Monday and ending on Friday. The Motor Vehicle Dispatcher Supervisor workday shall begin at 8:15 a.m. and end at 4:00 p.m. The Motor Vehicle Dispatchers shall have two schedules: one Motor Vehicle Dispatcher's workday shall start at 7:00 a.m. and end at 2:45 p.m., and the other Motor Vehicle Dispatcher's workday shall start at 10:15 a.m. and end at 6:00 p.m. These schedules shall be considered non-shift. The District reserves the right to alter the workday schedule. Before

implementing a permanent change to the workday schedule the District will discuss with the Union and provide two weeks notice to employees before altering the workday schedule.

Effective April 1, 2022, the normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. The Motor Vehicle Dispatcher Supervisor workday shall begin at 8:00 a.m. and end at 4:30 p.m. The Motor Vehicle Dispatchers shall have two schedules: one Motor Vehicle Dispatcher's workday shall start at 7:00 a.m. and end at 3:30 p.m., and the other Motor Vehicle Dispatcher's workday shall start at 9:30 a.m. and end at 6:00 p.m. These schedules shall be considered non-shift. The District reserves the right to alter the hours of operation for the garage to the hours of 8:30 a.m. to 5:00 p.m. when there is inadequate coverage and operational conditions permit. The District also reserves the right to alter the workday schedule. The start and end times may be altered for the Motor Vehicle Dispatcher Supervisor or either Motor Vehicle Dispatcher to provide adequate coverage and minimize overtime when there is 72 hours of notice of scheduled days off. In these circumstances, the District will provide notice of a change in the Motor Vehicle Dispatcher or the Motor Vehicle Dispatcher Supervisor work schedule at least 72 hours prior. Before implementing a permanent change to the workday schedule the District will discuss with the Union and provide two weeks notice to employees before altering the workday schedule.

Employees shall not trade scheduled start times, except as specified in Section 7.03.

For employees in the Motor Vehicle Dispatcher Supervisor and Motor Vehicle Dispatcher classifications, the normal work week shall consist of five consecutive days of seven hours each, beginning on Monday and ending on Friday. Employees in these classifications will be permitted a forty-five minute lunch period.

Effective April 1, 2022, for employees in the Motor Vehicle Dispatcher Supervisor and Motor Vehicle Dispatcher classifications, the normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. Employees in these classifications will be permitted a thirty minute lunch period.

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

When a position is vacant, the District will not assign any duties of the position which have been traditionally and historically assigned to employees of the bargaining unit to non-bargaining unit employees except as specified in Article I, Section 1.02.

SECTION 6.02 NON-SHIFT SCHEDULE. The seven-day period for non-shift employees shall commence at 12:01 each Monday morning and end at 12:00 midnight each Sunday evening.

SECTION 6.03 NON-SHIFT MEAL TIME. Non-shift employees will be permitted a 45-minute lunch period. No more than one Motor Vehicle Dispatcher will be permitted to take the 45-minute lunch period at a time.

Effective April 1, 2022, non-shift employees will be permitted a 30-minute lunch period. No more than one Motor Vehicle Dispatcher will be permitted to take the 30-minute lunch period at a time.

SECTION 6.04 REPORTING AND DEPARTING WORK. All employees shall report to their work stations in work clothes.

SECTION 6.05 MAINTAIN POSITION. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.

SECTION 6.06 BREAK. Non-shift employees will be allowed a fifteen minute morning break normally within the first three (3) hours of reporting to work unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No break will be permitted during the afternoon work period.

ARTICLE VII - OVERTIME

SECTION 7.01 OVERTIME COMPENSATION. Employees shall be compensated at 1-1/2 times the hourly rate in effect for each classification for all hours worked over 35 in a continuous seven-day period as specified in Section 6 of this Agreement.

All hours worked in excess of 7 hours per day shall be compensated at 1-1/2 times the hourly rate in effect for each classification. Time off with pay, i.e., sick allowance, personal leave, vacation or holiday earned credit shall be considered time worked for the purpose of computing overtime.

Effective April 1, 2022, employees shall be compensated at 1-1/2 times the hourly rate in effect for each classification for all hours worked over 40 in a continuous seven-day period as specified in Section 6 of this Agreement.

Effective April 1, 2022, 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.

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 the workday which continues after the end of the workday. Overtime credit will be allowed for travel time for employees called in at the direction of management for unscheduled overtime which precedes the employee's regular starting time, except no overtime credit will be allowed for travel time for employees working unscheduled overtime when covering the absence of another bargaining unit member. 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.

Employees who work unscheduled overtime at the direction of management which requires an extra trip shall be compensated at the rate of 1-1/2 times the hourly rate for each hour worked with a minimum of four (4) hours. The minimum of four hours includes travel time. Employees working unscheduled overtime at the direction of management 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 overtime assignment at the rate of 1-1/2 times the hourly rate. Employees must clock in and clock out when working unscheduled overtime where employees have access to a time clock.

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.

SECTION 7.02 OVERTIME EQUALIZATION. Overtime is to be distributed equally among the employees within the Motor Vehicle Dispatcher work group so far as is practical.

SECTION 7.03 TRADING START TIMES. Motor Vehicle Dispatcher personnel should be discouraged from trading start times. In personal emergencies, the trading of start times will be permitted, provided approval of the supervisor in charge is received in advance.

SECTION 7.04 HOLIDAY OVERTIME. Non-shift employees who actually work on a scheduled holiday shall receive one and one-half times the hourly rate for the hours worked as well as seven hours of holiday pay (straight time).

Effective April 1, 2022, non-shift employees who actually work on a scheduled holiday shall receive one and one-half times the hourly rate for the hours worked as well as eight hours of holiday pay (straight time).

SECTION 7.05 Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

SECTION 7.06 OVERTIME COMPENSATION OPTION. Employees who work overtime will have the option of substituting two (2) hours of compensatory time for the one and one half (1-1/2) times the hourly rate as overtime compensation if approved by the supervisor. The option will be made on the day the work is performed, and so coded on the daily time sheet. No change will be allowed following coding by the supervisor.

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

The option of choosing compensatory time will not apply to premium time described in Section 7.04 or to overtime that is a part of the regular shift schedule.

ARTICLE VIII - HOLIDAYS

SECTION 8.01 HOLIDAY SCHEDULE. Paid Holidays will be granted in accordance with the provisions of Schedule A of the Agreement.

ARTICLE IX - VACATIONS

SECTION 9.01 VACATION SCHEDULE. Paid vacations will be granted in accordance with the provisions of Schedule B of the Agreement.

SECTION 9.02 TIME AND SELECTION OF VACATIONS. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules shall be developed before January 31st of the vacation year. In choosing vacation periods, the Motor Vehicle Dispatcher Supervisor and Motor Vehicle Dispatcher will be considered as a single vacation group for scheduling purposes. Vacations will be scheduled by classification and then seniority within each classification for the vacation group. In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his/her vacation during any other time of the year that he/she may request, providing that it meets with the approval of his/her supervisor.

SECTION 9.03 VACATION CARRY OVER. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. In such cases vacation credit may be carried over to the following year.

In choosing carryover vacation periods, all employees covered by this Agreement will be considered as a single vacation group for scheduling purposes. The choosing of carryover vacation credit will not be conducted until all current vacation allotments have been scheduled. Carryover vacation will be scheduled by classification and then seniority at each work location. All vacation carryover must be scheduled between January 1st and March 31st. Where necessary, a supervisor may schedule an employee to be off on carryover vacation in order to meet this requirement.

In reference to Section 9.11, the MAXIMUM NUMBER ON VACATION shall be applicable for all vacation carryover selections and the scheduling of carryover vacation credit shall not generate any overtime.

In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all carryover vacation requests.

SECTION 9.04 UNUSED VACATION PAY. When an employee who has unused earned vacation leave to his/her credit is separated from District service, full pay for the amount of such vacation leave will be allowed.

SECTION 9.05 AUTHORIZED HOLIDAY. When an authorized holiday falls within an employee's vacation period, the employee shall receive a code 0030 Holiday instead of a code 0060 Vacation on the recognized holiday.

SECTION 9.06 WEEKLY MINIMUM. Normally vacation time should be taken in periods of one week (five working days), at a minimum.

SECTION 9.07 NEW EMPLOYEES. New employees will earn a regular vacation of ten working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten working days in each calendar year during the first five years of service. A new employee may use half the above vacation time (five working days) after six months of District service, providing such employee receives the approval of his/her immediate supervisor.

SECTION 9.08 OTHER EMPLOYMENT CREDIT. Any employee who has rendered service to the City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, the State of Illinois, or the Metropolitan Water Reclamation District Retirement Fund shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

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

SECTION 9.09 VACATION SICK CREDIT. Vacation leave will continue to accumulate during the period that an employee is off on paid sick leave.

SECTION 9.10 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

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

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 SECTION 9.03 VACATION CARRY OVER.

SECTION 9.11 MAXIMUM NUMBER ON VACATION. Only one bargaining unit member may be off on vacation per workday. However, with approval from the Building Services Unit Section Head or his/her designee, a maximum of two bargaining unit members shall be allowed off for vacation on the same workday.

Vacation time shall be scheduled in accordance with ARTICLE IX – VACATIONS. A supervisor, at his or her discretion and based on operation needs, may allow more than the maximum number of employees off for vacation purposes for a period of less than a work week, as defined above. However, if such a request creates overtime, the vacation request shall be denied.

ARTICLE X - JURY DUTY

SECTION 10.01 JURY DUTY PAY. Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

ARTICLE XI - BEREAVEMENT PAY

SECTION 11.01 BEREAVEMENT PAY. Leave with pay will be allowed for employees to attend services resulting from the death in the immediate family not to exceed three working days, including the day of the services. Such leave shall apply to the death of a husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, stepparents, stepparents-in-law, foster parents, children, stepchildren, foster children, sons-in-law or daughters-in-law, grandparents, grandparents of husband or wife, or grandchildren of the employee. Bereavement Leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for Domestic Partners, and have such documentation on file with the District, shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, brothers or sisters of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

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

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

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

ARTICLE XII - PERSONAL LEAVE

SECTION 12.01 PERSONAL LEAVE. All full-time employees in the Motor Vehicle Dispatcher Supervisor and Motor Vehicle Dispatcher classes will, at their request, be granted a maximum of three (3) days for personal leave in any calendar year as long as they have accumulated sick leave credit at least in the amount of the personal leave time requested. Personal leave normally must be used in units of not less than one (1) day. However, with the approval of their supervisor, employees will be permitted to take personal leave in half-day (1/2) units.

Personal leave shall not be accumulated from one calendar year to the next. Whenever, possible, such leave shall be scheduled with the prior approval of the employee's supervisor, except that prior approval must be obtained for personal leave on a holiday, the workday preceding a holiday, vacation, compensatory time, or holiday used day, and/or the workday following a holiday, vacation, compensatory time, or holiday used day. While such leave shall not be considered sick leave, it will be charged against the employee's accumulated sick leave. However, if an employee can adequately document for supervisory approval an emergency on one of the days listed above, personal leave will be allowed.

SECTION 12.02 CALL-IN PROCEDURES. Employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.

ARTICLE XIII - SICK LEAVE

SECTION 13.01 SICK LEAVE PAY. Paid Sick Leave will be granted in accordance with the provisions of Schedule C of this Agreement.

SECTION 13.02 SICK LEAVE ACCUMULATION. Sick Leave will continue to accumulate during the period that the employee is off on paid sick leave.

SECTION 13.03 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

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

SECTION 13.04 REINSTATEMENT. Employees reinstated to the District's service within one year following resignation will be credited with any unused sick leave accumulated

during prior service. Employees must have at least one year's service following reinstatement before being entitled to such credit.

SECTION 13.05 VERIFICATION. Sick leave with pay will be allowed for illness, injury, or medical appointment in accordance with Illinois State law. If an employee has been absent utilizing paid sick leave benefits, the immediate supervisor may require a Doctor's Certificate to verify absence(s).

SECTION 13.06 ABUSE OF PRIVILEGE. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

SECTION 13.07 UNUSED SICK LEAVE.

ANNUAL SICK LEAVE PAYOUT

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

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

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

SICK LEAVE PAYOUT AT SEPARATION

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

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

calculated at the rate of pay the employee was receiving at the time of separation to a maximum of 60 days' pay.

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

SECTION 13.08 USE OF SICK TIME FOR FMLA. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

Employees shall be granted paid parental leave in accordance with the provision and procedures of Administrative Procedure (AP) 10.49.0, Parental Leave Policy for Non-Represented Employees.

ARTICLE XIV - TERMINATION PAY

SECTION 14.01 TERMINATION PAY. Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

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

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

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

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

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

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

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

ARTICLE XV - TRANSFER IN SAME CLASS

SECTION 15.01 INVOLUNTARY TRANSFER. An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability, or who has been continuously Absent Without Leave (AWOL), will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability, or AWOL for three (3) months, or Duty Disability for five (5) months. When an employee has been involuntarily transferred due to a long term duty disability, ordinary disability, or leave of absence, and the position is vacated, when the employee returns to work, the employee will be placed in a position according to past practice as follows:

- Duty Disability: The employee will be returned to the location that the employee was in at the time the injury occurred.
- Ordinary Disability: The District will return the employee to the location the employee was in at the time the employee was approved for Ordinary Disability.
- Leave of Absence: The District will attempt to return the employee to the location the employee was in at the time the employee was approved for the Leave of Absence. However, if that position has been filled, the employee will return to work in accordance with Rule 9.09 of the Personnel Rules for the Classified Service.

SECTION 15.02 DISCIPLINARY TRANSFER. Employees may be temporarily reassigned pending completion of an investigation by the District of alleged violation of the Administrative Procedures listed below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

Employees may ultimately be reassigned in the best interest of the District and the employee(s) if the District substantiates the allegations and issues disciplinary action short of discharge or

disciplinary action short of discharge by the Civil Service Board has been taken in accordance with the following:

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

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.

ARTICLE XVI - SENIORITY

SECTION 16.01 SENIORITY DEFINITION AND APPLICATION. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. Seniority shall continue while an employee is on leave of absence on account of sickness or injury which is compensable under the Occupational Diseases Act or the Workmen's Compensation Act. An employee returning to service from Ordinary Disability, layoff, or Duty Disability not compensated under the above stated statutes shall retain seniority credit for all prior service in the class.

SECTION 16.02 LAYOFF AND RECALL. When one or more, but less than all employees occupying the positions in a single class are to be laid off or recalled, such employees shall be laid off or recalled according to seniority.

SECTION 16.03 ACTING ASSIGNMENTS. If the Motor Vehicle Dispatcher Supervisor is off for an entire work day and the two Motor Vehicle Dispatchers have both reported for work, one Motor Vehicle Dispatcher will be temporarily assigned to perform the work of the Motor Vehicle Dispatcher Supervisor. The Motor Vehicle Dispatcher performing the work of Motor Vehicle Dispatcher Supervisor will be paid at the supervisor rate of Motor Vehicle Dispatcher for the period served in the acting capacity. Acting assignments will be distributed equally among the Motor Vehicle Dispatchers so far as is practical.

SECTION 16.04 TEMPORARY - PROVISIONAL PROMOTIONS. For temporary-provisional appointments, consideration shall be given to bargaining unit members by the employee's location, classification, and seniority in that classification.

SECTION 16.05 SENIORITY LIST. A seniority list in all job classifications in this Agreement shall be maintained and a copy including all updates shall be sent to the Business Manager of Local Union 9. The District will notify the Union when any employees are hired, promoted, or terminated in the classifications covered under this Agreement. In most circumstances, the District will attempt to notify the Business Manager via email when a start date has been established for a new hire. However, written notification for new hires and promotional

appointments will occur no later than 10 days after a start date has been established and within 10 days after an employee has separated from the District.

ARTICLE XVII - AUTO AND MEAL ALLOWANCE

SECTION 17.01 AUTO ALLOWANCE. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated in accordance with the Handbook of Employee Expense Rules and at the rate established as District Policy by the Clerk/Director of Finance for all such miles. The District reserves the right to change the procedures in the Rules. However, with the exception of the rate established for mileage reimbursement, the benefits provided will not be diminished during the term of this Agreement.

SECTION 17.02 AUTO ALLOWANCE FOR ROUND TRIP. Any employee requested by the Section or Department Head to report to any other District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Main Office to the other facility, if transportation is not provided.

SECTION 17.03 MEAL ALLOWANCE. When an employee is required to work unscheduled overtime prior to or immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$10.00 for meal compensation after completing the twelfth consecutive hour of work. Meal time periods shall not exceed one (1) hour in time, when and if conditions permit.

ARTICLE XVIII - INSURANCE

SECTION 18.01 HEALTH. Health Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.02 DENTAL. Dental Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.03 LIFE. Life Insurance will be granted to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.04 HEALTH REIMBURSEMENT ARRANGEMENT (HRA). A Health Reimbursement Arrangement will be established for employees in accordance with the provisions of Schedule D of this Agreement.

ARTICLE XIX - GRIEVANCE PROCEDURE

SECTION 19.01 GRIEVANCE PROCEDURE. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board

provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both. Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I

A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to his/her immediate supervisor.

B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and Local Union 9 within seven calendar days after receipt of the written complaint.

Step II

A. If the grievance is not settled at the first step, a Local Union 9 representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven calendar days after the date of receipt by the Union of the decision by the immediate supervisor.

B. The Department Head or his/her designated representative will notify the employee in writing with a copy to Local Union 9 of his/her decision on Employee Problems Form Step II within seven calendar days of receipt of the Step II form.

Step III

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

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

C. If a grievance is not settled at the third step, either Local Union 9 or the District may notify each other in writing within ten days of the receipt of the Step III decision, that they request final and binding arbitration.

D. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Local Union 9 shall be considered to have waived the right to pursue the grievance.

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

SECTION 19.02 FINAL AND BINDING ARBITRATION. Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement, except, however, that the following subject shall not be submitted nor subject to binding arbitration:

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

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

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin. Once this list is obtained, a copy will be given to the Union. Both parties will then select from this list six Arbitrators that each party wants to serve on the Roster of Arbitrators. The parties will then exchange lists and strike three names from the list of the other party. The Union will forward the remaining three names on the District's list to the Director of Human Resources who will then send a written request to each of the six named Arbitrators and ask him/her to serve on the Roster of Arbitrators. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. Payment of Arbitrator fees and expenses, including the cost of the transcription service, will be borne equally by both parties. Arbitrators will also be told that they will have to select a date for arbitration within 60 days of notice that a grievance is ready for arbitration and submit their decision within 60 days following such hearing.

If any selected Arbitrator refuses to be on the Roster of Arbitrators, the party which selected the Arbitrator will then contact other Arbitrators on the Roster of Arbitrators' list provided by the

other party to obtain their agreement to be on the Roster of Arbitrators so that each party will have a full complement of three selected Arbitrators on the Roster of Arbitrators.

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

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days of the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The decision of the Arbitrator shall be final and binding upon Local Union 9, and the District. The authority of the arbitrator shall be limited to the construction and application of the specific terms of this Agreement. He/she shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein.

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

ARTICLE XX - NO STRIKE - NO LOCKOUT

SECTION 20.01 NO STRIKE - NO LOCKOUT. During the term of this Agreement, neither the Union nor its agents nor any employee covered by this Agreement for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

SECTION 20.02 EMPLOYEE-UNION REPRESENTATIVES DUTIES. Local Union 9 agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees in violation of Section 20.01 to return to work.

SECTION 20.03 VIOLATION. The District may discharge or discipline any employee who violates Section 20.01 and any employee who fails to carry out his/her responsibilities under Section 20.02, and Local Union 9 will not resort to the Grievance Procedure on such employee's behalf.

SECTION 20.04 UNION ACTION IN EVENT OF A STRIKE. Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, Local Union 9, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

A. Advise the District in writing that the strike or stoppage has not been called or sanctioned by Local Union 9. Failure on the part of Local Union 9 to immediately denounce the strike, work stoppage, slowdown or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.

B. Provide copies of the following notice on Local Union 9's letterhead to be posted on bulletin boards in the Plant and other District facilities: "We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by Local Union 9, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."

SECTION 20.05 JUDICIAL RELIEF AND OTHER REMEDIES. Nothing contained herein shall preclude the District or Local Union 9 from obtaining judicial relief or other legal remedies in the event of a violation of this Article.

ARTICLE XXI - SEPARABILITY AND NOTICE

SECTION 21.01 AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT. If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved. Nothing in the Agreement shall prohibit the District from taking steps to comply with the requirements of the Americans with Disabilities Act.

SECTION 21.02 NOTICES. All notices required under this Agreement shall be in writing and sent by Local Union 9 to the District in triplicate to the following:

- A. Executive Director
- B. Director of Human Resources
- C. Labor Negotiator

Notices sent by the District shall be mailed to the Business Manager of the International Brotherhood of Electrical Workers, Local Union 9, AFL-CIO. The District will notify Local Union 9, when any employees are hired or terminated in the classifications covered under this Agreement.

ARTICLE XXII - AMENDMENTS AND ENTIRE AGREEMENT

SECTION 22.01 ENTIRE AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Local Union 9, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and for the duration of this Agreement the District shall not reduce or eliminate any fringe benefit or working rule contained in this Agreement.

SECTION 22.02 AMENDMENTS. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.

ARTICLE XXIII - NON-DISCRIMINATION

SECTION 23.01 NON-DISCRIMINATION. Neither the District nor Local Union 9 will discriminate against any employee in the bargaining unit with regard to wages, hours or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin, or disability in violation of any Federal or Illinois law. Allegations of discrimination shall not be pursued through the grievance procedure.

ARTICLE XXIV - MISCELLANEOUS

SECTION 24.01 SAFETY EXPENSE. The District will reimburse employees on an annual basis for safety boots and safety glasses at a rate and method to be determined by the Risk Manager.

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 \$150.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

SECTION 24.02 TUITION REIMBURSEMENT. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented

Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

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

SECTION 24.03 WARNING NOTICES. Warning notices shall not be considered part of an employee's personnel record after one year, provided the employee does not receive any other disciplinary action(s) during that one year period and files a written request with the Human Resources Department to have the written warning removed from his/her personnel file.

SECTION 24.04 VOTING TIMES. The District will allow non-shift employees a maximum of two hours off without penalty at the beginning or end of the workday for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.

SECTION 24.05 FACILITY CLOSURES. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following paragraphs 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay for any regularly scheduled hours not worked during their scheduled workday.
- d) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.
- e) Non-shift employees shall not be eligible for differential pay during a full day facility closure if they were not required to work during the closure.

2. Partial Day District Designated Facility Closure

- a) Non-shift employees who are at work and then released early due to their work location being closed or released early for other reasons shall receive payroll code 0017A – Employee Benefit – Early Leave With Pay 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 0017A – Employee Benefit – Early Leave With Pay.
- 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) Employees shall only be eligible for differential pay for the hours worked on a partial day facility closure.

In no circumstances will the premium compensation (1-1/2 times the hourly rate or (0026) Holiday Earned credit) as identified in the paragraphs above extend beyond twenty-one (21) consecutive calendar days. When a facility closure is deemed to continue past fourteen (14) consecutive calendar days, the District and the Union shall meet for the purpose of negotiating and agreeing upon what the proper compensation will be if the facility closure extends beyond twenty-one (21) consecutive calendar days. Should employees be instructed to continue not to report to work, such employees shall be coded as payroll code 0017A. Nothing contained in this section shall prevent the District from exercising its rights under Section 2.01, Management Rights.

SECTION 24.06 DIRECT DEPOSIT. All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.

SECTION 24.07 MILITARY LEAVE. The District will grant military leave in accordance with Illinois State and Federal laws.

SECTION 24.08 LABOR MANAGEMENT COMMITTEE ON THE RETURN TO WORK PROGRAM. The District and the unions representing District employees shall establish a “Labor Management Committee on the Return to Work Program.” The Committee shall consist of staff from the District’s Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District’s bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee meetings.

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

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

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

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

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

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

SECTION 24.09 LABOR MANAGEMENT COMMITTEE ON SAFETY. The purpose of the Labor Management Committee on Safety is to increase safety awareness of the bargaining units through collaborative discussions between the District and the unions. The Unions agree to create a Labor Management Committee on Safety, and commit themselves to the fullest cooperation in discussing and developing methods to improve safety and address safety concerns at the District. The Committee will meet by the mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District.

The size and composition of this Committee may be changed by mutual agreement of the parties. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The Committee is advisory only. It is intended to promote collaboration and discussion over the safety of District employees. 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 safety of its employees.

ARTICLE XXV - DURATION OF AGREEMENT

SECTION 25.01 TERM. This Agreement shall become effective on July 1, 2021, and shall continue in full force and effect through June 30, 2024, and from year to year thereafter unless at least 60 days prior to June 30, 2024 or at least 60 days prior to June 30th of any year thereafter notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on June 30 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.

SECTION 25.02 MEDIATION AND FACT FINDING. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit the dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

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

Executed at Chicago, Illinois, this _____ day of _____, 2022

For the International Brotherhood of Electrical Workers, Local No. 9, AFL–CIO

William W. Niesman
Business Manager

For the Metropolitan Water Reclamation District of Greater Chicago

Ted J. Kosowski
Labor Negotiator

Approved as to Form and Legality

James Murray
Head Assistant Attorney

Susan T. Morakalis
General Counsel

Jacqueline Torres
Clerk/Director of Finance

Brian A. Perkovich
Executive Director

Marcelino Garcia
Chairman Committee on Finance

Kimberly Du Buclet
Chairman Committee on Labor and
Industrial Relations

APPROVED:

Kari K. Steele
President Board of Commissioners

(PART AND PARCEL OF AGREEMENT)

SCHEDULE A

HOLIDAYS

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

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

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

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

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

2. Any day declared by the Board of Commissioners to be a holiday not listed above shall automatically be considered a holiday under this Agreement.

ADDITIONAL HOLIDAY

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

For 2021, employees may choose one of the following days:

Wednesday, November 24, 2021, or Friday, November 26, 2021, or Thursday, December 23, 2021, or Monday, December 27, 2021, or Thursday, December 30, 2021, or Monday, January 3, 2022.

For 2022, employees may choose one of the following days:

Wednesday, November 23, 2022, or Friday, November 25, 2022, or Friday, December 23, 2022, or Tuesday, December 27, 2022, or Friday, December 30, 2022, or Tuesday, January 3, 2023.

For 2023, employees may choose one of the following days:

Wednesday, November 22, 2023, or Friday, November 24, 2023, or Friday, December 22, 2023, or Tuesday, December 26, 2023, or Friday, December 29, 2023, or Tuesday, January 2, 2024.

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

SCHEDULE B

VACATIONS

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

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

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

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

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

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

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.

SCHEDULE C

SICK LEAVE

1. Sick leave credit shall commence after the first month of employment for full-time employees and shall continue to accumulate at the rate of one (1) day for each month of service for the first year and twelve (12) days per year thereafter. There is no maximum accumulated sick leave balance. No employee will be eligible for sick leave with pay until the first month of employment is completed.

SCHEDULE D

INSURANCE

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

Effective January 1, 2022, 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, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

Effective January 1, 2022, 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, 2021.

Effective January 1, 2023, 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, 2022.

Effective January 1, 2024, 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, 2023.

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 \$125.00 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 \$25.00 co-payment for office visits will be required.
- A \$25.00 per admission deductible for outpatient services 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 \$125 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

Prescription Drug Coverage

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

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 District will utilize the Blue Cross Blue Shield of Illinois Balanced Drug list effective January 1, 2022. 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 Local Union 9.

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 for health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.

E. During the term of this Agreement if some form of federally mandated health care reform is instituted 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.

2. LIFE INSURANCE

A. The District shall provide each full-time employee covered by this Agreement with a paid \$20,000 group term life policy. Effective August 1, 2022, the District shall increase the amount of this group term life insurance policy to twenty-five thousand dollars (\$25,000) for each full-time employee covered by this Agreement.

B. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

3. DENTAL INSURANCE

- Employee contributions for dental insurance will be based on 30% of the cost of the coverage for single, employee plus one dependent, or family plan, as appropriate, and deducted 24 pay periods per year. Costs will be determined for employees in the dental health maintenance organization (HMO) type plan by taking 30% of the cost for single, employee plus one dependent, or family coverage for the plan the employee is enrolled in as of that date. Costs for employees in the indemnity plan will be based on 30% of the actual costs for that program for a twelve month period ending August 31st of each year.
- For employees in the dental indemnity plan, the following will apply:
 - The annual deductible will be \$50.00 per covered member, \$150.00 maximum per family.
 - The annual benefit maximum will be \$2,500.00 per covered member.
- Coverage for 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 an insurance carrier or carriers for benefits provided, the benefits provided will not be diminished during the term of this Agreement, and will include those approved by the Board of Commissioners.

4. Health Reimbursement Arrangement

Effective January 1, 2022, the District shall establish a Health Reimbursement Arrangement (“HRA”) for regular full-time employees eligible for coverage under the District health plan. These will be notional accounts established on behalf of the employee. Employees are not vested in the HRA account balance.

The District will make contributions to HRA accounts based on the number of hours actually worked, including overtime. For purposes of the HRA account, hours worked will not include vacation, sick, or other compensatory time or time on a leave of absence,

whether paid or unpaid. Contributions will be calculated in accordance with the following schedule;

	Effective January 1, 2022	Effective July 1, 2022	Effective July 1, 2023
Hourly Contribution	\$0.15	\$0.25	\$0.50

The following provisions will apply to the HRA accounts:

- Account balances may be carried over from year to year, unless forfeited for any of the reasons described in the plan provisions.
- Contributions for eligible hours worked will be credited to employee accounts on a quarterly basis on the 15th of the month following the end of the quarter (ex. hours worked from January through March will be credited on April 15th).
- Covered expenses are “qualified medical expenses” under Section 213(d) of the Internal Revenue Code. No other expenses will be eligible for reimbursement from the HRA account.
- No reimbursement will be made for an expense that is incurred before January 1, 2022.
- HRA account balances will be forfeited in the following situations:
 - A newly hired employee does not successfully complete the probationary period and is terminated by the District.
 - The account balance is less than \$50 and no contributions into or reimbursements out of the account have occurred for a period of two years.
 - The employee dies and the surviving spouse or dependent(s) are no longer eligible for coverage under the health plan.

The District retains the right to select a third-party administrator to administer the HRA accounts. A plan document will be established by the District and the third-party administrator to outline administrative procedures for the plan. Reimbursements for eligible expenses from the HRA accounts will be administered by the third-party administrator. Disputes with the third-party administrator are not subject to the grievance and arbitration procedures defined in this Agreement.

5. LABOR MANAGEMENT COMMITTEE ON HEALTH CARE

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

Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

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

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

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

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

SCHEDULE E

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

The Metropolitan Water Reclamation District (District) is committed to the principle that professionalism in the delivery of public service can be maintained only through an alcohol and drug-free work environment. The District has the right to expect its employees to report for duty drug and alcohol free, and to maintain that status while on duty. Reporting to work or continuing to work while under the influence of drugs, including cannabis and/or alcohol or the use, abuse, possession, distribution, or sale of drugs, including cannabis 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. While cannabis use is legal in Illinois for both recreational and medicinal purposes, the Illinois Cannabis Regulation and Tax Act allows employers to adopt drug-free workplace policies. The District remains a drug and alcohol free workplace. If reasonable suspicion testing results in a positive test result for cannabis, it will be treated as a violation of this Drug and Alcohol Testing Policy.
2. Urine sample collection will be done by a service provider selected by the District. That service provider 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 result will be submitted to a Medical Review Officer (MRO) for further analysis. A positive test result as determined by the MRO constitutes a violation of this policy. A negative screen test or negative confirmatory test as determined by the MRO 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. If the MRO cancels a drug test result or recommends a re-test due to a testing irregularity (e.g., a dilute sample) the employee will be subject to a re-test without notice.

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 in violation of this policy may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis.

If an employee subject to disciplinary action before the Civil Service Board enters into a Stipulation of Facts and Admission of Charges ("Stipulation") with the District and approved by the Civil Service Board, the Stipulation 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 Stipulation, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test, or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

SCHEDULE F

FLEXIBLE SPENDING ACCOUNTS

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

Medical and Dependent Care Accounts

Employees may enroll in the medical and/or dependent care flexible spending account plans during the annual open enrollment period. Elections to participate in these flexible spending accounts are

irrevocable for a one-year-period, except in limited circumstances. Deductions are taken 24 pay periods per year. The plan year is from January 1st through December 31st. Employees may carry over up to the IRS allowable maximum 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 the IRS allowable maximum in that plan year shall be forfeited if not used by the end of the plan year (December 31st). Any medical flexible spending account funds that are carried over will be in addition to the regular, allowable contribution for the new plan year. Reenrollment is required each year during the open enrollment period.

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

Transportation Accounts (Mass Transit and Parking)

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

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

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

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



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0054

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Maintenance & Operations Committee

File Type: Report

Agenda Number: 33

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON MAINTENANCE AND OPERATIONS

Mr. Brian A. Perkovich, Executive Director

Report on change orders authorized and approved by the Director of Maintenance and Operations during the month of December 2021

Dear Sir:

One change order in December 2021 was approved by the Director of Maintenance and Operations that increased the cost of a Contract by \$10,000.00 or less. The Contract is listed in the attached sheet.

Requested, John P. Murray, Director of Maintenance and Operations, EJS:JS:MAG
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment

Report on Change Orders Authorized by the Director of Maintenance & Operations for December 2021

<u>Number</u>	<u>Contract</u>	<u>Purchase Order (PO)</u>	<u>Vendor Name</u>	<u>Inc/Dec</u>	<u>Amount</u>	<u>Status</u>	<u>Date of Execution</u>	<u>Adjusted PO Award Value</u>	<u>Remaining Value on Contract at time of Change Request</u>	<u>Contract Award Value</u>	<u>End Date</u>
20-625-11	ref 1) Diving Services @ Various Locations	5001734	Global Infrastructure	Inc	\$545.00	Open	12/8/2021	\$ 112,660.52	\$ 3,198.20	\$ 112,115.52	3/31/2022

ref

1) Increase to fund one day of diving services at NSA.

Prepared By:

Angela McClain

Approved By:



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0083

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Pension, Human Resources & Civil Service Committee

File Type: Report

Agenda Number: 34

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PENSIONS, HUMAN RESOURCES AND CIVIL SERVICE

Mr. Brian A. Perkovich, Executive Director

2021 Annual Report of the Civil Service Board

Dear Sir:

Attached is the Annual Report of the Civil Service Board for the year 2021. In accordance with Chapter 70 of the Illinois Compiled Statutes, Section 2605/4.17, the annual report is to be submitted to the Board of Commissioners before January 31st of each year. I, therefore, request that this report be submitted to the Board on January 20, 2022.

Respectfully Submitted, Beverly K. Sanders, Director of Human Resources, BKS:TJK
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
2021 ANNUAL REPORT
OF THE
CIVIL SERVICE BOARD

The Civil Service Board ("Board") held eleven regular meetings during 2021. One regular meeting was cancelled. Three members served on the Board. Mr. John S. Kendall served as Chairman from January 1, 2021 through December 31, 2021. Mr. Kendall's term expires January 31, 2026. Ms. Mazie A. Harris served as Vice Chairman from January 1, 2021 through December 31, 2021. Ms. Harris's term expires January 31, 2022. Mr. Donald J. Storino served as Secretary from January 1, 2021 through December 31, 2021. Mr. Storino's term expires January 31, 2024.

At its regular meetings, the Board ratified 325 requests for leaves of absence.

During 2021, the District filed termination charges against two employees. Of those two discharge actions, one employee returned to work pursuant to an Agreed Order and Stipulation and one employee remains on suspension. Details of these cases are as follows:

- The District suspended one employee pending discharge in February 2021. Charges were filed in March 2021. The employee entered into a Stipulation with the District and was reinstated. The Board will monitor the employee's compliance with the Stipulation up to and including its June 2022 meeting.
- The District suspended one employee pending discharge in November 2021. Charges were filed in December 2021. This case is currently pending before the Board.

Four discharge cases were carried over from 2019. Seven discharge cases were carried over from 2020. In the 2019 cases, two employees resigned, and two employees were discharged. In the 2020 cases, four employees were discharged, and three employees returned to work pursuant to an Agreed Order and Stipulation, one of which satisfied the terms of the Stipulation. Details of these cases are as follows:

2019 Discharge Cases

- The District suspended one employee pending discharge in December 2018. Charges were filed in January 2019. The employee resigned effective August 18, 2021.
- The District suspended one employee pending discharge in February 2019. Charges were filed in March 2019. The employee resigned effective February 17, 2021.
- The District suspended one employee pending discharge in March 2019. The employee entered into a Stipulation with the District and was reinstated. The District filed a Motion for Discharge in September 2019 alleging the employee violated the terms of the Stipulation. The employee entered into a second Stipulation with the District and was reinstated. The District filed a second Motion for Discharge in September 2020. This case proceeded to hearing before the Board. The Board issued a written decision on November 17, 2021 discharging this employee.
- The District suspended one employee pending discharge in August 2019. The employee entered into a Stipulation with the District and was reinstated. However, the District filed a Motion for Discharge in November 2020. This case proceeded to hearing before the Board. The Board issued a written decision on March 17, 2021 discharging this employee.

2020 Discharge Cases

- The District suspended two employees pending discharge in December 2019. Charges were filed in January 2020. These cases were consolidated and proceeded to hearing before the Board. On October 21, 2020, the Board discharged both employees. On November 11, 2020, one of the employees filed a petition for rehearing. On January 14, 2021, the Board granted an order striking the petition for rehearing because the employee withdrew her petition.
- The District suspended one employee pending discharge in March 2020. Charges were filed in April 2020. The employee entered into a Stipulation with the District and was reinstated. The Board will next monitor the employee's compliance with the Stipulation at its September 2022 meeting.
- The District suspended one employee pending discharge in July 2020. Charges were filed in August 2020. The employee entered into a Stipulation with the District and was reinstated. The Employee satisfied the terms of the Stipulation.
- The District suspended one employee pending discharge in August 2020. Charges were filed in September 2020. This case proceeded to hearing before the Board. The Board issued a written decision on January 18, 2021 discharging this employee.
- The District suspended one employee pending discharge in September 2020. Charges were filed in September 2020. This case proceeded to hearing before the Board. The Board issued a written decision on January 14, 2021 discharging this employee.
- The District suspended one employee pending discharge in November 2020. Charges were filed in December 2020. This case proceeded to a prove-up hearing before the Board. The Board issued an order on March 17, 2021 discharging this employee. On April 9, 2021, the employee sent a letter requesting that the default judgment be vacated. On May 19, 2021, this matter was stricken from the call due to this employee's death.
- The District suspended one employee pending discharge in November 2020. Charges were filed in December 2020. This case is currently pending before the Board. The employee entered into a Stipulation with the District and was reinstated. The Board will next monitor the employee's compliance with the Stipulation at its February 2022 meeting.

In 2021, three employees filed appeals with the Board in which they protested some action regarding their employment pursuant to the District's Statute or the Personnel Rules. Two of these appeals are currently pending. The details of these cases are as follows:

- One employee appealed their performance review. This appeal is currently pending before the Board.
- One employee appealed a counseling. This appeal is currently pending before the Board.
- One employee appealed a one-day suspension. After the submission of written arguments, the Board granted the employee's appeal and reduced the suspension to a written warning.

Five appeals to the Board were carried over from 2018 through 2021. Details of these cases are as follows:

- One employee appealed a 5-day suspension issued in 2018. In February 2019, the District suspended this employee pending discharge. This appeal involves the same subject matter as the 2019 discharge case described above, in which the employee resigned. This appeal was stricken.
- Another employee appealed a 5-day suspension issued in 2018. This case proceeded to hearing before the Board. The Board granted the employee's appeal in part, reducing the suspension to a 2-day suspension. The employee filed a petition for rehearing, which was denied by the Board.
- One employee appealed their performance review. The employee withdrew their appeal on May 21, 2021.
- One employee appealed a 10-day suspension issued in 2019. The hearing on the case has commenced, but this appeal is still pending before the Board.
- One employee filed an appeal requesting additional compensation and for this compensation to be included in retirement benefit calculations. The District filed a Motion to Dismiss the appeal, which the Board granted after the presentation of written and oral arguments. The appeal was dismissed.

The District presented and requested the Board's approval of three Amendments to the District's Classification Plan and Lines of Promotion. The Board approved these proposed Amendments. There was one Amendment to the Personnel Rules, which was approved by the Board.



John S. Kendall
Chairman



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0045

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Pension, Human Resources & Civil Service Committee

File Type: Agenda Item

Agenda Number: 35

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PENSION, HUMAN RESOURCES AND CIVIL SERVICE

Mr. Brian A. Perkovich, Executive Director

Authority to amend health insurance benefits for non-represented employees to include a health reimbursement arrangement effective January 1, 2022

Dear Sir:

The Board of Commissioners recently approved collective bargaining agreements between the District and its union partners. These collective bargaining agreements included the addition of a health reimbursement arrangement (HRA) to the health insurance benefits offered to represented employees. The HRA will include the following plan design:

Effective January 1, 2022, the District shall establish an HRA account for regular full-time represented employees eligible for coverage under the District health plan. These will be notional accounts established on behalf of the employee. Employees are not vested in the HRA account balance.

The District will make contributions to HRA accounts based on the number of hours actually worked, including overtime. For purposes of the HRA account, hours worked will not include vacation, sick, or other compensatory time or time on a leave of absence, whether paid or unpaid. Contributions will be calculated in accordance with the following schedule: \$0.15 per hour effective January 1, 2022; \$0.25 per hour effective July 1, 2022; and \$0.50 per hour effective July 1, 2023.

The following provisions will apply to the HRA accounts:

- Account balances may be carried over from year to year, unless forfeited for any of the reasons described in the plan provisions.
- Contributions for eligible hours worked will be credited to employee accounts on a quarterly basis on the 15th of the month following the end of the quarter (ex. hours worked from January through March will be credited on April 15th).
- Covered expenses are "qualified medical expenses" under Section 213(d) of the Internal Revenue Code. No other expenses will be eligible for reimbursement from the HRA account.
- No reimbursement will be made for an expense that is incurred before January 1, 2022.
- HRA account balances will be forfeited in the following situations:

- A newly hired employee does not successfully complete the probationary period and is terminated by the District.
- The account balance is less than \$50.00 and no contributions into or reimbursements out of the account have occurred for a period of two years.
- The employee dies and the surviving spouse or dependent(s) are no longer eligible for coverage under the health plan.

The District will select a third-party administrator to administer the HRA accounts. A plan document will be established by the District and the third-party administrator to outline administrative procedures for the plan. Reimbursements for eligible expenses from the HRA accounts will be administered by the third-party administrator.

In an effort to maintain consistency in the benefits offered to employees, it is recommended that the HRA be implemented for non-represented employees as well with the same plan design outlined above.

Authorization is requested to add the HRA to the health benefits for non-represented employees as outlined above effective January 1, 2022.

Recommended, Beverly K. Sanders, Director of Human Resources
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0046

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Pension, Human Resources & Civil Service Committee

File Type: Agenda Item

Agenda Number: 36

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PENSION, HUMAN RESOURCES AND CIVIL SERVICE

Mr. Brian A. Perkovich, Executive Director

Authority to amend health insurance benefits for non-represented employees and non-Medicare eligible retirees effective April 1, 2022

Dear Sir:

The Board of Commissioners recently approved collective bargaining agreements between the District and its union partners. These collective bargaining agreements included several changes to the health insurance benefits offered to represented employees. The changes include the following:

Preferred Provider Organization (PPO) and Health Maintenance Organization (HMO)

The PPO and HMO plans currently include an emergency room co-pay of \$100.00. The co-pay helps ensure that members are utilizing these services for emergencies as intended and not for services that could be better provided by a primary care physician. This co-pay is refunded if the employee is admitted to the hospital as a result of the emergency room visit. This co-pay has remained unchanged since 2015 while the average cost of an emergency room visit has increased approximately 18% during that same period. Under the new collective bargaining agreements, the emergency room co-pay will be increased to \$125.00 per visit.

Prescription Drug Coverage

The new collective bargaining agreements include a transition from the standard Blue Cross Blue Shield of Illinois Drug List to the Balanced Drug List as the District's prescription drug formulary. The Balanced Drug List is a more closely managed drug list that seeks to optimize brand rebates through select formulary exclusions where clinically appropriate formulary alternatives are available. It further maximizes the effectiveness of the formulary by leveraging generic drugs and over-the-counter options. Communications will be sent to members impacted by the change approximately 60 days in advance of the change. Members will be allowed a one-time transitional refill for an impacted drug to provide the member with time to work with their health care provider or pharmacy to transition to a covered alternative. Clinical reviews are available for members with medical necessity for a drug excluded by the new formulary.

In an effort to maintain consistency in the benefits offered to employees, it is recommended that these changes are also implemented for non-represented employees and non-Medicare eligible retirees. Changes would be implemented for both represented and non-represented

employees effective April 1, 2022.

Authorization is requested to implement these changes to the health benefits for non-represented employees and non-Medicare eligible retirees as outlined above.

Recommended, Beverly K. Sanders, Director of Human Resources
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0047

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Pension, Human Resources & Civil Service Committee

File Type: Agenda Item

Agenda Number: 37

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON PENSION, HUMAN RESOURCES AND CIVIL SERVICE

Mr. Brian A. Perkovich, Executive Director

Authority to amend life insurance benefits for non-represented employees effective August 1, 2022

Dear Sir:

The Board of Commissioners recently approved collective bargaining agreements between the District and its union partners. These collective bargaining agreements included a change to the basic life insurance benefits offered to represented employees. The District currently provides all full-time represented and non-represented employees with \$20,000.00 in basic life insurance coverage. This term life insurance policy is provided at no cost to the employee. Under the new collective bargaining agreements, this basic term life coverage will be increased to \$25,000.00 per employee effective August 1, 2022. The policy will continue to be provided at no cost to the employee. All other provisions of the life insurance policies, including the option to purchase additional life insurance coverage at the employee's expense, will remain the same.

In an effort to maintain consistency in the benefits offered to employees, it is recommended that this increase in the basic life insurance coverage to \$25,000.000 is also implemented for non-represented employees. This change would also be implemented effective August 1, 2022.

Authorization is requested to implement this change to the life insurance benefits for non-represented employees effective August 1, 2022.

Recommended, Beverly K. Sanders, Director of Human Resources
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0030

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Real Estate Development Committee

File Type: Agenda Item

Agenda Number: 38

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Authority to grant to the Village of Crestwood a 25-year non-exclusive easement to continue to construct, reconstruct, operate, maintain, repair, and remove a storm sewer located at Central Avenue and the Calumet-Sag Channel in the Village of Crestwood, Illinois, on Cal-Sag Channel Parcels 10.03 and 11.03. Consideration shall be a nominal fee of \$10.00

Dear Sir:

On August 7, 1997, the District granted a 25-year non-exclusive easement to the Village of Crestwood ("Crestwood") to construct, reconstruct, operate, maintain, repair, and remove a storm sewer located at Central Avenue and the Calumet-Sag Channel in the Village of Crestwood, Illinois, on Cal-Sag Channel Parcels 10.03 and 11.03. The easement term commenced August 7, 1997 and expires August 6, 2022.

Crestwood has requested to continue to operate the storm sewer easement for another 25-years. The easement area includes a 30-ft.-wide strip of land approximately 150 feet long, traversing under Cal-Sag Channel Parcels 10.03 and 11.03. Parcel 10.03 is under lease to Trinity Christian College, and parcel 11.03 is under lease to the Alsip Park District. Both leases reserve the right for the construction, operation, maintenance, repair, renewal, and relocation of sewers under and across the parcels.

The District's technical departments have reviewed Crestwood's request and have no objections thereto. A nominal fee of \$10.00 is recommended as is customary for governmental entities using District property for a public purpose.

It is requested that the Executive Director recommend to the Board of Commissioners that it grant to the Village of Crestwood a 25-year non-exclusive easement to continue to construct, reconstruct, operate, maintain, repair, and remove a storm sewer located at Central Avenue and the Calumet-Sag Channel in the Village of Crestwood, Illinois, on Cal-Sag Channel Parcels 10.03 and 11.03. Consideration shall be a nominal fee of \$10.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said easement agreement after it is approved by the General Counsel as to form and legality.

Requested, Susan T. Morakalis, General Counsel, STM:MTC:NOC:vp

File Number: 22-0030

Recommended, Brian A. Perkovich, Executive Director
Disposition of this agenda item will be documented in the official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022

Attachment





Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0031

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Real Estate Development Committee

File Type: Agenda Item

Agenda Number: 39

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Authority to settle the eminent domain lawsuit entitled *The Metropolitan Water Reclamation District of Greater Chicago v. RIPA, LLC, et al.*, Case No. 20L050195 in the Circuit Court of Cook County, Illinois, for final just compensation in the amount of \$210,000.00

Dear Sir:

On May 20, 2021, the Board of Commissioners ("Board") authorized preliminary just compensation in the amount of \$210,000.00 to acquire permanent and temporary easements for the Addison Creek Channel Improvement Project ("Project") at 2001 West 21st Street in Broadview, Illinois in the eminent domain lawsuit entitled *The Metropolitan Water Reclamation District of Greater Chicago v. RIPA, LLC, et al.*, Case No. 20L050195 in the Circuit Court of Cook County, Illinois. The preliminary just compensation award was deposited with the Cook County Treasurer and the court issued an order vesting the District with the necessary easements to construct the Project.

After the court entered the agreed preliminary just compensation order, the District and the owner continued to negotiate regarding the final just compensation amount to settle the pending lawsuit. The parties have reached an agreement to convert the preliminary compensation of \$210,000.00 to final compensation. As stated in the May 20, 2021 transmittal letter recommending approval of the preliminary just compensation, this amount is within the range of value for the easements based on a fair market value appraisal obtained by the District. Converting the preliminary compensation amount to final just compensation is in the District's best interests because the District will not be required to pay any additional funds, and it avoids the uncertainty and costs associated with a final trial.

Accordingly, it is requested that the Executive Director recommend to the Board of Commissioners that it adopt the following orders:

1. That the District settle the eminent domain lawsuit entitled *The Metropolitan Water Reclamation District of Greater Chicago v. RIPA, LLC, et al.*, Case No. 20L050195 in the Circuit Court of Cook County, Illinois, for final just compensation in the amount of \$210,000.00.
2. That the General Counsel be authorized and directed to execute and deliver the Final Judgment Order with the court and take such other actions as may be necessary to effectuate

File Number: 22-0031

said order and to attain said property interests for the Project.

Requested, Susan T. Morakalis, General Counsel and Catherine A. O'Connor, Director of Engineering; STM:CAO:MTC:BJD:CN

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment



Note: Easement areas shown are approximate; see engineering exhibits for exact dimensions and legal descriptions.



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0034

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Real Estate Development Committee

File Type: Agenda Item

Agenda Number: 40

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Authority to issue a five (5) year permit extension to Neighborspace to continue to use approximately 9,522 sq. ft. of District real estate located at 4741 Manor Avenue in Chicago, Illinois, commonly known as LaPointe Park for passive recreation, planting, and maintaining family allotment gardens. Consideration shall be a nominal fee of \$10.00

Dear Sir:

Neighborspace occupies 9,522 sq. ft. of District real estate located at 4741 Manor Avenue in Chicago, Illinois, commonly known as LaPointe Park. Since 1997 Neighborspace has occupied this site under a series of five (5) year permits for passive recreation and gardening purposes. The current permit expires May 14, 2022. The permit was issued for a nominal fee of \$10.00. Neighborspace has requested a five (5) year extension of its permit. Neighborspace was established in 1996 and is funded and supported in part by the City of Chicago, the Chicago Park District, and the Forest Preserve District of Cook County.

The District's technical departments have reviewed this request and have no objections to Neighborspace's continued use of the real estate for five (5) years. Previous permits have authorized a waiver of the environmental insurance and a nominal fee. The same terms are requested for this permit extension.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize and approve the issuance of a five (5) year permit extension to Neighborspace to continue to use approximately 9,522 sq. ft. of District real estate located at 4741 Manor Avenue in Chicago, Illinois, commonly known as LaPointe Park for passive recreation, planting, and maintaining family allotment gardens. Consideration shall be a nominal fee of \$10.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute the permit extension agreement on behalf of the District after it is approved by the General Counsel as to form and legality.

Requested, Susan T. Morakalis, General Counsel, STM:MTC:NOC:vp

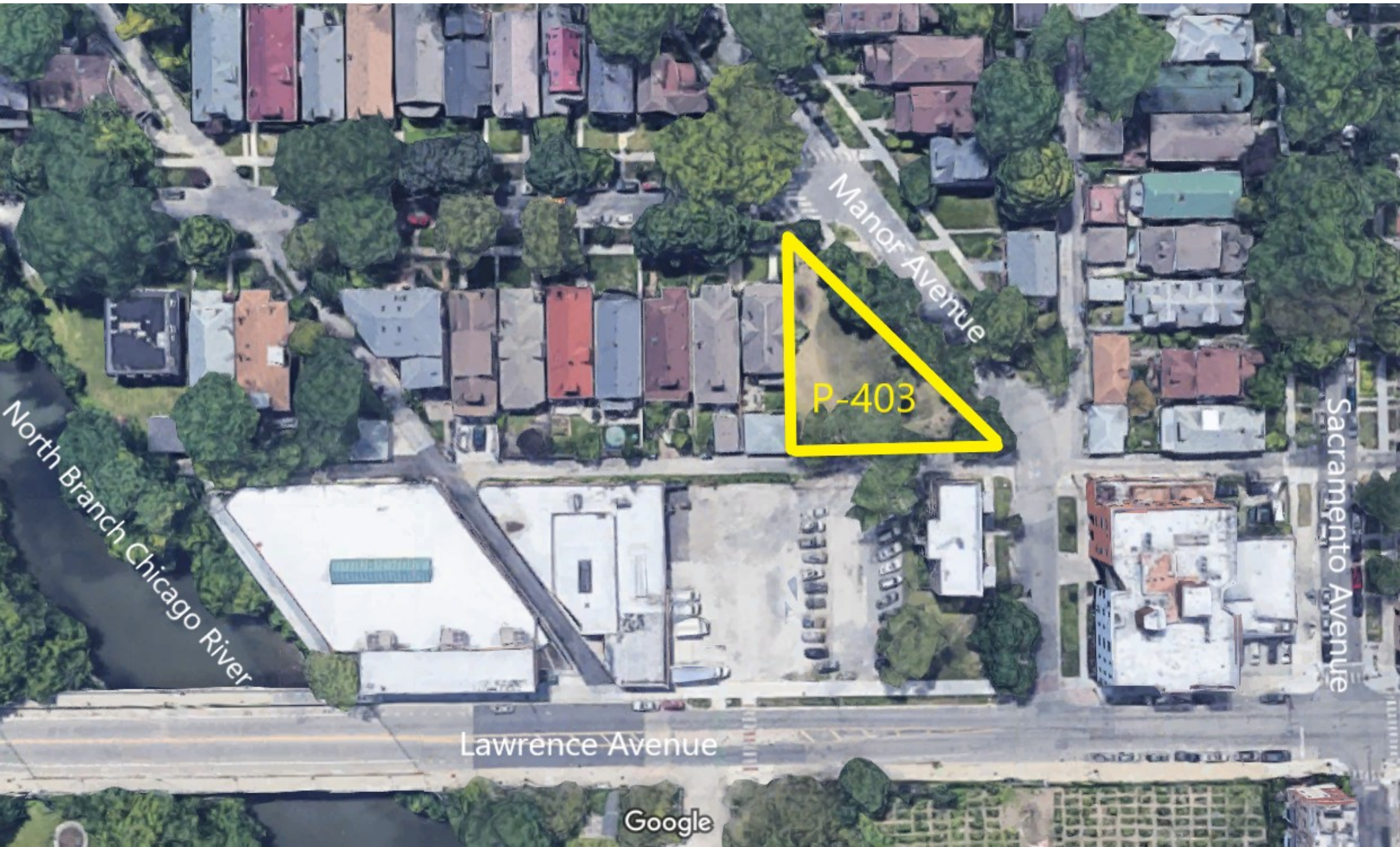
Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting

Minutes of the Board of Commissioners for January 20, 2022

File Number: 22-0034

Attachment



North Branch Chicago River

Manor Avenue

Sacramento Avenue

Lawrence Avenue

P-403

Google



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0051

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Real Estate Development Committee

File Type: Agenda Item

Agenda Number: 41

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Authority to issue a 5-year permit to the City of Des Plaines to continue to maintain a "Des Plaines" gateway sign located at the southeast corner of Oakton Street and Elmhurst Road on the site of the District's James C. Kirie Water Reclamation Plant, in Des Plaines, Illinois. Consideration shall be a nominal fee of \$10.00

Dear Sir:

Since 2002, the Board of Commissioners has issued consecutive 5-year permits to the City of Des Plaines ("Des Plaines") to maintain a "Des Plaines" gateway sign located at the southeast corner of Oakton Street and Elmhurst Road on the site of the District's James C. Kirie Water Reclamation Plant, in Des Plaines, Illinois. The subject sign is 7'-6" x 11'-5" x 2'-8" single face faux stone monument.. The current permit expires March 1, 2022 and was issued for a nominal fee of \$10.00.

Des Plaines has requested a new 5-year permit to continue to maintain the sign. The District's technical departments have reviewed the request and have no objections to the issuance of a new permit to continue to maintain the subject sign.

It is recommended that this permit be issued for a nominal fee of \$10.00 as Des Plaines is a municipal agency utilizing the property for a public purpose.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize the issuance of a 5-year permit to the City of Des Plaines to continue to maintain a "Des Plaines" gateway sign located at the southeast corner of Oakton Street and Elmhurst Road on the site of the District's James C. Kirie Water Reclamation Plant, in Des Plaines, Illinois. Consideration shall be a nominal fee of \$10.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that the Chairman of the Committee on Finance and the Clerk be authorized and directed to execute said permit agreement after it is approved by the General Counsel as to form and legality.

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

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting

File Number: 22-0051

Minutes of the Board of Commissioners for January 20, 2022

Attachment

W Oakton St

Permit Premises

Kirie WRP

Higgins Creek

Higgins Creek

Wille Rd

Higgins Creek

Wille Rd

Wille Rd

Wille Rd

Wille Rd

Majewski Metro Park

Higgins Creek

Higgins Creek

Gateway Sign Image





Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0053

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Real Estate Development Committee

File Type: Agenda Item

Agenda Number: 42

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Authority to settle the eminent domain lawsuit entitled *The Metropolitan Water Reclamation District of Greater Chicago v. 3000 St. Charles Road, LLC, et al.*, Case No. 20L050013 in the Circuit Court of Cook County, Illinois, for final just compensation in the amount of \$326,250.00

Dear Sir:

On November 5, 2020, the Board of Commissioners ("Board") authorized preliminary just compensation in the amount of \$341,287.00 to acquire permanent and temporary easements for the Addison Creek Channel Improvement Project at 3000 St. Charles Road in Bellwood, Illinois, in the eminent domain lawsuit entitled *The Metropolitan Water Reclamation District of Greater Chicago v. 3000 St. Charles Road, LLC, et al.*, Case No. 20L050013 in the Circuit Court of Cook County, Illinois. This preliminary just compensation amount was set by the court after a quick-take hearing. The preliminary just compensation award was deposited with the Cook County Treasurer and the court issued an order vesting the District with the necessary easements to construct the Project.

After the court entered the preliminary just compensation order, the District and the owner continued to negotiate regarding the final just compensation amount to settle the pending lawsuit. The parties have reached an agreement to settle this matter for final just compensation of \$326,250.00. This final amount is \$15,037.00 less than the preliminary just compensation set by the court, so the District will receive a refund from the owner in that amount. The final compensation amount is lower due to a further analysis of the comparable sales considered by both parties' appraisers. This settlement avoids the risk and uncertainty of a jury trial, where the final compensation award could be significantly higher or lower than the preliminary just compensation award.

It is the opinion of the General Counsel and Special Counsel, Neal & Leroy, LLC, that the amount of \$326,250.00 is within the range of value for the property based on an appraisal obtained by the District (prepared by Pat McGarr, MAI) and the appraisal obtained by the property owner (prepared by Gary DeClark, MAI). In addition, final settlement of this matter will save the District substantial fees and costs that would otherwise be required to proceed to a trial, including attorney's fees and expert witness fees.

Accordingly, it is requested that the Executive Director recommend to the Board of Commissioners that it adopt the following orders:

1. That the District settle the eminent domain lawsuit entitled *The Metropolitan Water Reclamation District of Greater Chicago v. 3000 St. Charles Road, LLC, et al.*, Case No. 20L050013 in the Circuit Court of Cook County, Illinois, for final just compensation in the amount of \$326,250.00.
2. That the General Counsel be authorized and directed to execute and deliver the Final Judgment Order with the court and take such other actions as may be necessary to effectuate said order and to attain said property interests for the Project.

Requested, Susan T. Morakalis, General Counsel and Catherine A. O'Connor, Director of Engineering; STM:CAO:MTC:BJD:CN

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AND

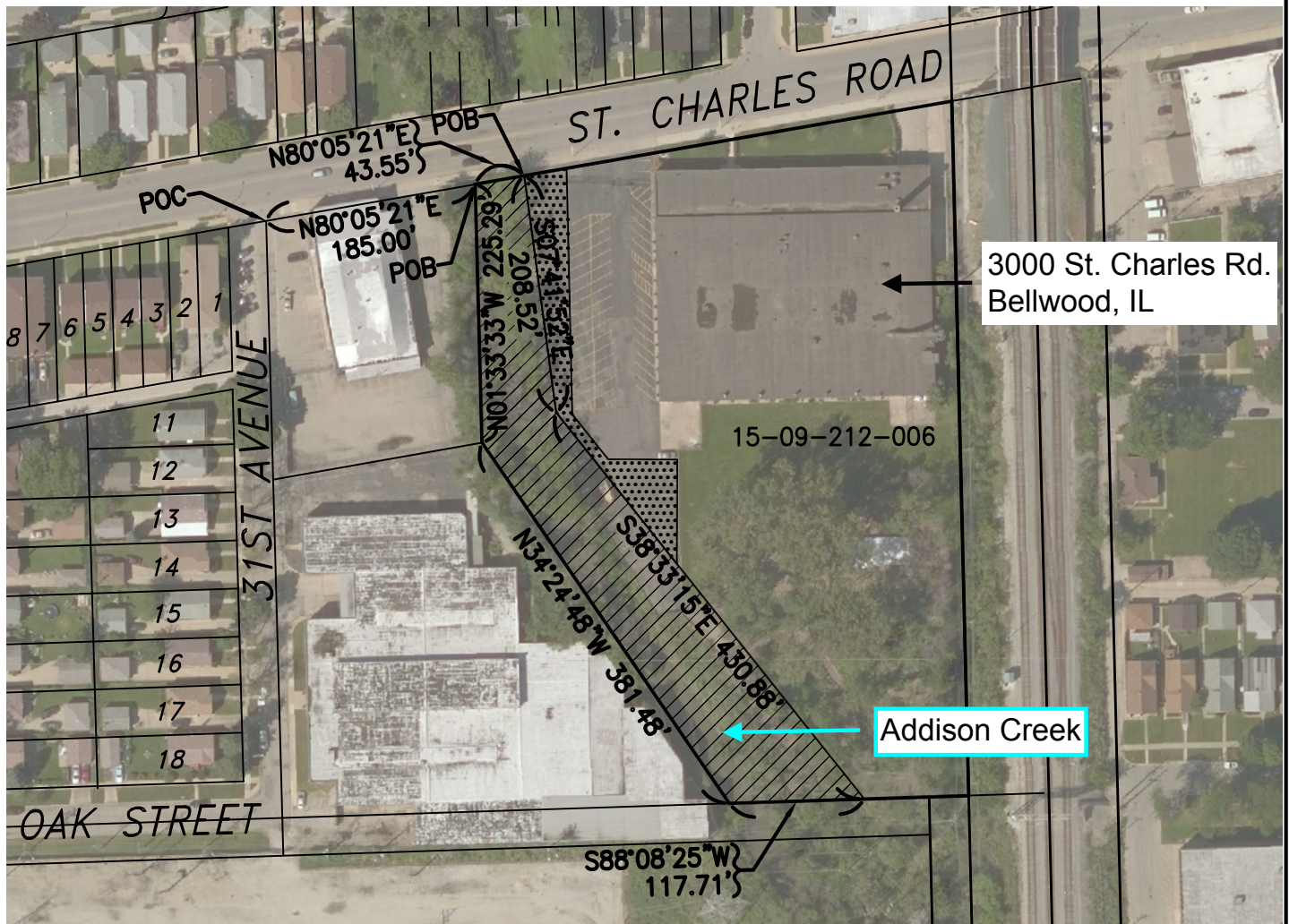
3000 ST. CHARLES ROAD, LLC

PIN:15-09-212-006-0000

GRANTOR(S)



WEST 1/2 NORTHEAST 1/4 SECTION 9-39-12



3000 St. Charles Rd.
Bellwood, IL

Addison Creek

LEGEND



PERMANENT EASEMENT



TEMPORARY EASEMENT

EXHIBIT 141A

NOT TO SCALE

ADDISON CREEK
CHANNEL IMPROVEMENTS
PROJECT

11-187-3F

PCMS NO.



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0060

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Stormwater Management Committee

File Type: Report

Agenda Number: 43

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON STORMWATER MANAGEMENT

Mr. Brian A. Perkovich, Executive Director

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

Dear Sir:

The Watershed Management Ordinance (WMO) regulates sewer construction within the District's service area and development within suburban Cook County. It provides uniform stormwater management regulations to prevent future development projects from exacerbating flooding and protects environmentally sensitive areas. Green infrastructure (GI), referred to as volume control in the WMO, is installed to comply with the stormwater management requirement of capturing one inch of stormwater runoff from all impervious surfaces of the development. Detention requires stormwater runoff to be retained and controls the rate at which it is released from the site. Compensatory storage is required to mitigate development impacting the floodplain.

When a WMO permit is required, development must comply with the stormwater management provisions of the WMO. The first of the two attached tables includes the number of permits issued per quarter since the WMO became effective. It also summarizes the development area, volume captured by GI, detention provided, and compensatory storage. The total for each year and running total are also provided. The detention volumes for 2019, 2020, and the first quarter of 2021 were adjusted to correct a reporting error. The volumes for six permits in 2019, seven permits in 2020, and three permits in the first quarter of 2021 had reported detention volumes that were either constructed prior to the implementation of the WMO or that had been reported previously in another permit. The currently submitted report has the corrected values. The second table includes permits and permit revisions issued for the creation of offsite volume control or detention facilities and permits that utilize these offsite facilities. To date, three offsite volume control facilities and two offsite detention facilities have been permitted and are available for stormwater trading. Of these five offsite facilities only one will be reported on our website. The municipalities in which the other four facilities are located intend to utilize them for future projects within the municipalities, and do not need to broadly publicize those facilities.

Respectfully Submitted, Catherine A. O'Connor, Director of Engineering, KMF:MD

Attachments

Table 1
WMO Stormwater Management Quarterly Reporting

	Total No. Permits Issued	Total Area of Development (acres)	Total Volume Control (GI) Volume (gal)	Total Detention Volume (gal)	Total Comp Storage Volume (gal)
2014					
Q3	72	296	26,100	15,611,500	-
Q4	76	268	221,600	12,841,800	-
Total	148	564	247,700	28,453,300	-
2015					
Q1	42	204	1,160,000	11,437,400	13,700
Q2	102	463	933,000	33,152,100	-
Q3	105	354	2,478,700	40,213,300	3,300
Q4	94	222	3,586,600	14,829,500	1,036,200
Total	343	1,243	8,158,300	99,632,300	1,053,200
2016					
Q1	82	279	2,310,300	56,867,500	-
Q2	106	282	3,127,700	27,228,100	243,700
Q3	103	324	3,053,200	30,483,400	-
Q4	82	293	2,945,700	16,048,200	329,800
Total	373	1,178	11,436,900	130,627,200	573,500
2017					
Q1	79	199	3,763,600	18,273,700	140,100
Q2	127	429	4,986,700	32,055,600	2,238,600
Q3	112	327	4,783,500	33,934,100	521,400
Q4	84	272	3,717,000	17,635,100	319,300
Total	402	1,227	17,250,800	101,898,500	3,219,400
2018					
Q1	82	232	2,533,000	8,436,300	3,118,400
Q2	101	367	4,324,000	37,954,100	2,349,400
Q3	107	349	6,562,600	59,269,000	1,049,200
Q4	80	172	2,460,200	31,832,400	2,118,000
Total	370	1,120	15,879,800	137,491,800	8,635,000
2019					
Q1	92	153	2,792,500	7,429,400	-
Q2	116	274	5,213,600	21,985,200	-
Q3	112	221	4,076,400	20,303,800	876,500
Q4	86	281	5,601,400	9,935,200	81,500
Total	406	929	17,683,900	59,653,600	958,000
2020					
Q1	75	359	2,939,200	8,244,000	2,616,600
Q2	110	715	11,887,400	55,619,500	10,844,300
Q3	87	203	3,177,000	20,111,500	205,300
Q4	73	143	1,746,600	11,450,400	-
Total	345	1,420	19,750,200	95,425,400	13,666,200
2021					
Q1	66	230	1,583,600	19,163,300	-
Q2	112	503	7,393,600	64,961,700	420,300
Q3	92	182	3,320,100	15,787,500	9,800
Q4	89	191	2,173,400	8,032,200	55,400
Total	359	1,107	14,470,700	107,944,700	485,500
Grand Total	2,746	8,788	104,878,300	761,126,800	28,590,800

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

Table 2
WMO Offsite Stormwater Facility Reporting

Permits for Offsite Volume Control and Detention Facilities							Permits Utilizing Offsite Facilities				
Permit	Date Issued	Watershed Planning Area	Municipality	Volume Control Storage Available to Trade (gal)	Runoff Volume Available for Detention Trading (gal)	On Website	Permits Utilizing Trading	Date Issued	Volume Control Traded (gal)	Detention Traded (gal)	Reason for Trade
88-165 (Revision RL 19-062)	2/18/2020	Poplar Creek	Streamwood	None	309,558	No (Municipality request)	19-392	6/26/2020	None	280,232	Detention was provided onsite for eastern project area. Offsite detention utilized for western project area due to steep land slopes.
18-339	5/14/2019	Lower Des Plaines*	River Forest	35,518	None	No (Municipality request)	None				
19-394 (Revision RL 21-026)	9/23/2021	Lower Des Plaines*	Franklin Park	None	782,042	No (Municipality request)	None				
21-041	4/22/2021	Lower Des Plaines*	River Forest	35,844	None	No (Municipality request)	None				
21-163	12/23/2021	Little Calumet River*	Riverdale	11,731	None	Yes	None				

* Pilot Watershed Planning Area



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0056

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Stormwater Management Committee

File Type: Agenda Item

Agenda Number: 44

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON STORMWATER MANAGEMENT

Mr. Brian A. Perkovich, Executive Director

Authority to amend the Intergovernmental Agreement with the City of Chicago for the construction, operation, and maintenance of an Eco Orchard in the Garfield Park area of Chicago (18-IGA-05)

Dear Sir:

Authorization is requested to amend the Intergovernmental Agreement (IGA) with the City of Chicago (City) for the construction, operation, and maintenance of an Eco Orchard in the Garfield Park area of Chicago (18-IGA-05). Under this project, the City proposes the installation of an Eco Orchard in the Garfield Park area located on two currently vacant parcels. The project will divert and direct stormwater from surrounding streets and alleys into areas planted with native vegetation and trees on the city-owned land. The project is expected to mitigate flooding by reducing runoff into the local combined sewer system, and to demonstrate to local residents the benefits of constructing GI. The Eco Orchard Project will provide an estimated 165,893 gallons of stormwater storage.

On August 8, 2019, the Board of Commissioners granted authority to enter into an IGA with and make payment to the City for the construction, operation, and maintenance of the captioned project, in an amount not to exceed \$500,000.00. The IGA between the District and City was fully executed on November 5, 2019.

Since 2019, the District has worked in cooperation with the City to advance the captioned project through design and towards construction. Recently, the City indicated that its procedures for procurement of the construction contract conflict with certain provisions of the IGA. In an effort to advance the project, the City and the District have determined that an amendment to the IGA is needed. This partnership between the City and the District would advance a multi-benefit project and minimize the overall cost of stormwater improvements.

Under the terms previously negotiated with and agreed to by the City, the IGA would require the City to advertise and award project-related contracts following the District's Purchasing Act, Multi-Project Labor Agreement (MPLA) and Affirmative Action Ordinance. The City has now requested that the IGA be revised to allow for the City to comply with its own requirements in place of the District's provisions. In particular, the City is requesting that it be allowed to adhere to the requirements of the Illinois Municipal Purchasing Act for Cities of 500,000 or more

population, 65 ILCS 5/8-10-1 et seq., which, like the District's Purchasing Act, would still require free and open competitive bidding; the City's Multi-Project Labor Agreement, which, like the District's MPLA, would still require the use of union labor for qualifying contracts, and the Municipal Code of Chicago (MCC), including the City's Minority-Owned and Women-Owned Business Enterprise (M/WBEs) Procurement Program, MCC 2-92-420 et seq., which would require a contractor to expend a contract specific goal percentage with MBEs and WBEs. The City has agreed to set project-specific goals of 26 percent for MBE and 6 percent for WBE applied to the entire contract.

In keeping with the Board's request to receive summary reports documenting the attainment of diversity goals across District stormwater partnerships, the City will be required to provide information on the attainment of its diversity goals for this project, which will be included in the summary report to be submitted to the Board on an annual basis. If approved, this amendment would comply with the District's Strategic Business Plan's Stormwater Management Strategy 4 to "Identify and pursue opportunities for partnering on multi-benefit projects and for coordination with other agencies to minimize the cost of stormwater management projects."

Based on the foregoing, it is recommended that the District be authorized to amend the IGA with the City for the construction, operation, and maintenance of the captioned project. It is requested that the Board of Commissioners authorize and direct the Chairman of the Committee on Finance and Clerk to execute the amendment to the IGA after it is approved by the Director of Engineering as to technical matters and by the General Counsel as to form and legality.

Requested, Catherine A. O'Connor, Director of Engineering, KMF:JK

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting

Minutes of the Board of Commissioners for January 20, 2022



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0057

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Stormwater Management Committee

File Type: Agenda Item

Agenda Number: 45

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON STORMWATER MANAGEMENT

Mr. Brian A. Perkovich, Executive Director

Authority to enter into an Intergovernmental Agreement with and make payment to the Village of Calumet Park for the design, construction, operation, and maintenance of the South Throop Flood Relief Project, CSA (20-IGA-32) in an amount not to exceed \$750,000.00, Account 501-50000-612400, Requisition 1573124

Dear Sir:

Authorization is requested to enter into an Intergovernmental Agreement (IGA) with and make payment to the Village of Calumet Park (Village) for the design, construction, operation and maintenance of South Throop Flood Relief Project, CSA (20-IGA-32) in an amount not to exceed \$750,000.00.

On May 21, 2020, the Board of Commissioners authorized the District to negotiate IGAs to assist various local municipalities and other governmental organizations with stormwater projects under the Local Stormwater Partnership Program, including the Village of Calumet Park. Under this project, the Village proposes constructing a new storm sewer to provide flood relief for approximately 13 commercial and industrial structures in the project area, as depicted in the attached exhibit.

The District and the Village have agreed in principle to the terms of the IGA, which include payment by the District towards construction costs in an amount not to exceed \$750,000.00. Partial payments to the Village will be made at predefined intervals during construction, which is anticipated to commence in 2022. The Village has contributed to engineering and other design-related costs of the project, will assume responsibility for construction, operation, and maintenance of the project, and be solely responsible for any change orders. The IGA contains provisions which allow the District to review the project's design, including the potential application of District biosolids, and perform inspections after construction. The IGA also requires the Village to advertise and award the construction contracts in conformance with the District's Purchasing Act, Multi-Project Labor Agreement, and Affirmative Action Requirements.

The Affirmative Action goals to be applied to the total amount of reimbursement provided by the District for this project are 20 percent for Minority-owned Business Enterprises, 10 percent for Women-owned Business Enterprises, 10 percent for Small Business Enterprises, and 3 percent for Veteran-owned Business Enterprises. The Village has indicated that it does not have a Diversity program of its own but has been encouraged to apply the District's goals

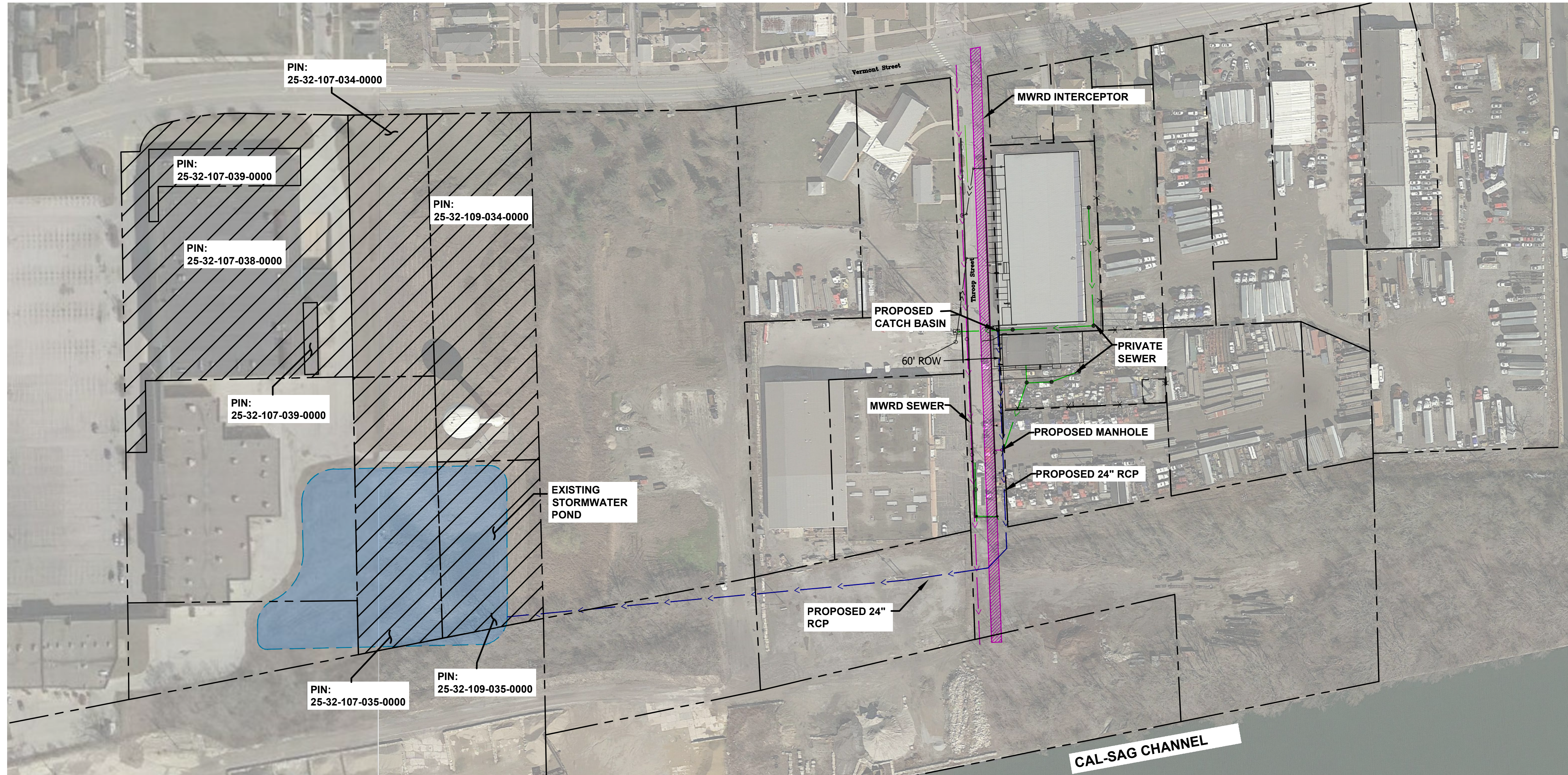
beyond our funding for the project. The terms of the IGA include a provision for the District to withhold funds from reimbursement requests if the Village is not meeting the goals applied to the District's funding. After constructed, the participation of MBE, WBE, SBE, and VBE on this project, as well as the usage of District biosolids, will be provided in an annual report summarizing goal attainment on stormwater partnerships.

Based on the foregoing, it is requested that the Board of Commissioners grant authority to enter into an IGA with and make payment to the Village in an amount not to exceed \$750,000.00. It is further requested that the Chairman of the Committee on Finance, Executive Director and Clerk be authorized to execute said agreement on behalf of the District, as well as any documents necessary to effectuate the transaction and conveyance, upon approval by the Director of Engineering as to technical matters and by the General Counsel as to form and legality.

Funds for the 2022 expenditure, in the amount of \$562,500.00, are available in Account 501-50000-612400. The estimated expenditure for 2023 is \$187,500.00. Funds for the 2023 expenditures are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Catherine A. O'Connor, Director of Engineering, KMF:JK
Recommended, Brian A. Perkovich, Executive Director
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment



LEGEND

- PARCEL LINE (APPR.)
- CURB AND GUTTER
- FENCE
- - - EDGE OF GRAVEL
- MWRD SEWER
- PRIVATE SEWER
- PROPOSED 24" STORM PIPE
- SANITARY SEWER
- ▨ CALUMET PARK OWNED PROPERTY
- STORM CATCH BASIN
- MANHOLE
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT

0 100' 200'
SCALE: 1" = 100'

QUANTITIES

- 11000 SQ FT PAVEMENT REPLACEMENT
- 1200 LF 24" RCP
- 1 CATCH BASIN
- 1 MANHOLE
- 155 CYS BEDDING MATERIAL
- 460 SYS AREA RESTORATION



8/25/2021 9:01 PM

FOR REVIEW

PREPARED FOR
VILLAGE OF CALUMET PARK,
CALUMET PARK, IL 60827

**S. THROOP FLOOD RELIEF
PROPOSED MITIGATION OPTION**
CALUMET PARK, IL

REVISION DESCRIPTION

DATE

No.



DRAWN BY:
DESIGNED BY:
REVIEWED BY:
DATE:
FILE:
CAD:
SHEET



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0058

Agenda Date: 1/20/2022

Version: 1

Status: To Be Introduced

In Control: Stormwater Management Committee

File Type: Agenda Item

Agenda Number: 46

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON STORMWATER MANAGEMENT

Mr. Brian A. Perkovich, Executive Director

Authority to enter into an Intergovernmental Agreement with and make payment to the Village of Lansing for the design, construction, operation, and maintenance of the Flanagan Subdivision: North Creek Flood Relief Project in Lansing, CSA (20-IGA-37) in an amount not to exceed \$1,600,000.00, Account 501-50000-612400, Requisition 1573583

Dear Sir:

Authorization is requested to enter into an Intergovernmental Agreement (IGA) with and make payment to the Village of Lansing (Village), for the design, construction, operation and maintenance of the Flanagan Subdivision: North Creek Flood Relief Project in Lansing, CSA (20-IGA-37) in an amount not to exceed \$1,600,000.00.

On July 16, 2020, the Board of Commissioners authorized the District to negotiate IGAs to assist various local municipalities and other governmental organizations with stormwater projects under the Local Stormwater Partnership Program, including the Village of Lansing. Under this project, the Village proposes constructing a new culvert for North Creek in the Flanagan Subdivision to separate it from the subdivision drainage to prevent backwater flooding from the creek impacting 56 residential structures, as depicted in the attached exhibit.

The District and the Village have agreed in principle to the terms of the IGA, which include payment by the District towards construction costs in an amount not to exceed \$1,600,000.00. Partial payments to the Village will be made at predefined intervals during construction, which is anticipated to commence in 2022. The Village has contributed to engineering and other design-related costs of the project, will assume responsibility for construction, maintenance, and operation of the project, and be solely responsible for any change orders. The IGA contains provisions which allow the District to review the project's design, including the potential application of District biosolids, and perform inspections after construction. The IGA also requires the Village to advertise and award the construction contracts in conformance with the District's Purchasing Act, Multi-Project Labor Agreement, and Affirmative Action Requirements.

The Affirmative Action goals to be applied to the total amount of reimbursement provided by the District for this project are 20 percent for Minority-owned Business Enterprises, 10 percent for Women-owned Business Enterprises, 10 percent for Small Business Enterprises, and 3 percent for Veteran-owned Business Enterprises. The Village has indicated that it does not

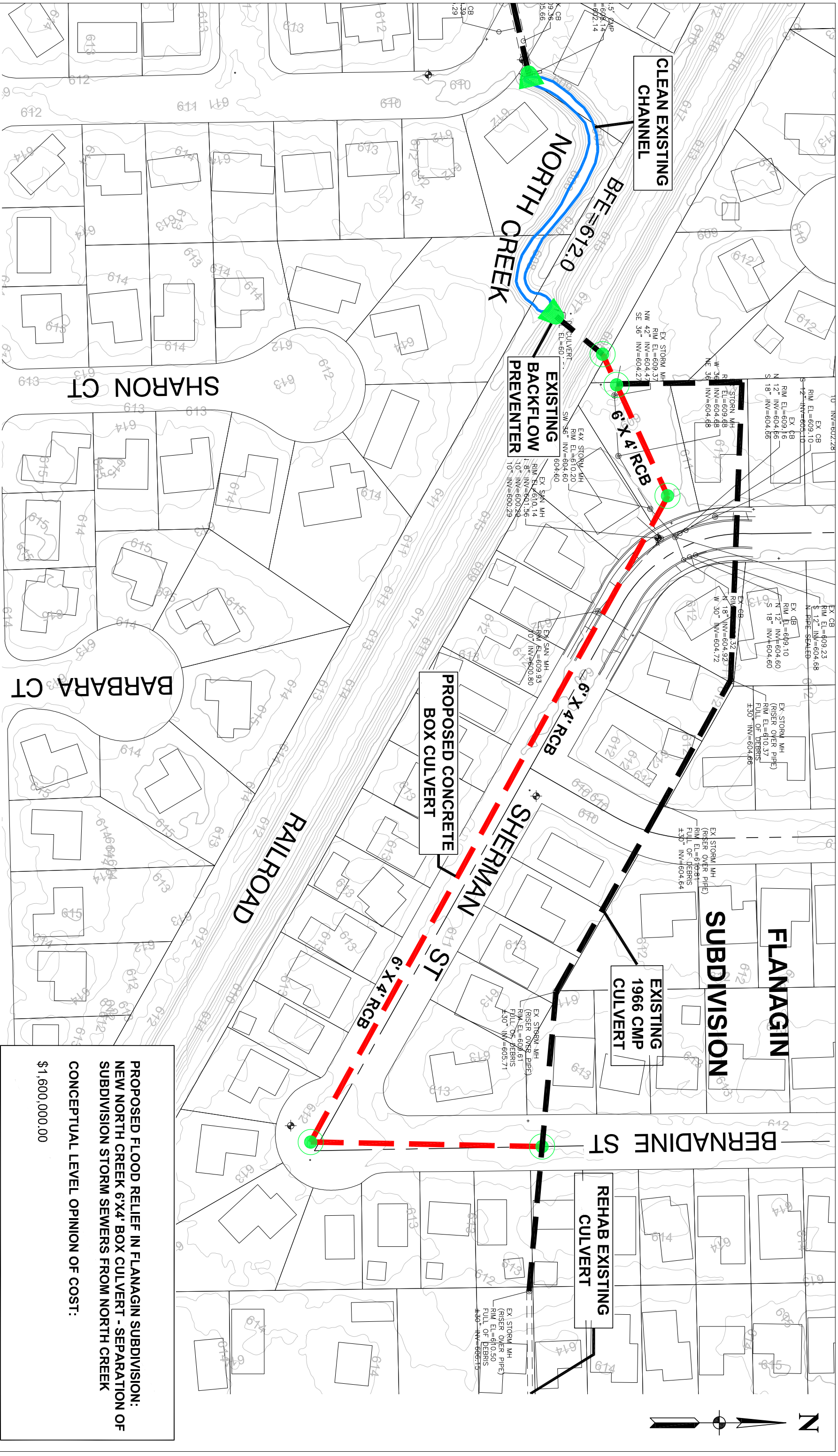
have a Diversity program of its own, but has been encouraged to apply the District's goals beyond our funding for the project. The terms of the IGA include a provision for the District to withhold funds from reimbursement requests if the Village is not meeting the goals applied to the District's funding. After constructed, the participation of MBE, WBE, SBE and VBE on this project, as well as the usage of District biosolids, will be provided in an annual report summarizing goal attainment on stormwater partnerships.

Based on the foregoing, it is requested that the Board of Commissioners grant authority to enter into an IGA with and make payment to the Village in an amount not to exceed \$1,600,000.00. It is further requested that the Chairman of the Committee on Finance, Executive Director, and Clerk be authorized to execute said agreement on behalf of the District, as well as any documents necessary to effectuate the transaction and conveyance, upon approval by the Director of Engineering as to technical matters and by the General Counsel as to form and legality.

Funds for the 2022 expenditure, in the amount of \$1,200,000.00, are available in Account 501-50000-612400. The estimated expenditure for 2023 is \$400,000.00. Funds for the 2023 expenditures are contingent on the Board of Commissioners' approval of the District's budget for that year.

Requested, Catherine A. O'Connor, Director of Engineering, KMF:JK
Recommended, Brian A. Perkovich, Executive Director
Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for January 20, 2022

Attachment



**FLANAGIN SUBDIVISION:
NORTH CREEK FLOOD RELIEF PROJECT**

**PROPOSED FLOOD RELIEF IN FLANAGIN SUBDIVISION:
NEW NORTH CREEK 6'X4' BOX CULVERT - SEPARATION OF
SUBDIVISION STORM SEWERS FROM NORTH CREEK**

**CONCEPTUAL LEVEL OPINION OF COST:
\$1,600,000.00**



Metropolitan Water Reclamation District of Greater Chicago Text File

100 East Erie Street
Chicago, IL 60611

File Number: 22-0059

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In Control: Stormwater Management Committee

File Type: Agenda Item

Agenda Number: 47

TRANSMITTAL LETTER FOR BOARD MEETING OF JANUARY 20, 2022

COMMITTEE ON STORMWATER MANAGEMENT

Mr. Brian A. Perkovich, Executive Director

Authority to negotiate a tri-party intergovernmental agreement with Northfield Township and Maine Township for the design, construction, operation, and maintenance of Contract 14-065-5F, Flood Control Project on Central Road from the Des Plaines River to Glenwood Lane, NSA

Dear Sir:

Authority is requested to negotiate a tri-party intergovernmental agreement (IGA) with Northfield Township and Maine Township (collectively "the Townships") for the Flood Control Project on Central Road from the Des Plaines River to Glenwood Lane, NSA ("Project").

On September 19, 2013, the Board of Commissioners authorized the District to negotiate an IGA with Illinois Department of Transportation (IDOT) for the captioned Project. In coordination with IDOT, the Townships, and other stakeholders, the District performed preliminary engineering to identify and evaluate solutions to address known flooding in the Project area. IDOT also assessed its drainage and roadway improvement needs along Central Road, and intends to assist with the implementation and funding of this project along with operating and maintaining the improvements in their right-of-way. Authority to enter into an IGA with IDOT will be presented to the Board of Commissioners in a future meeting.

The proposed Project includes construction of a new storm sewer in Central Road, lateral sewers in Township rights-of-way, and a new stormwater detention facility. These improvements will reduce flooding that impacts approximately 114 single- and multi-family residential structures as well as several roadways in the Project area, located in Maine and Northfield Townships.

The terms and conditions of the IGA between the District and the Townships will include design and construction of the improvements by the District, and future ownership and maintenance of the improvements, outside of the IDOT right-of-way, by the Townships.

Based on the foregoing, it is respectfully requested that the Board of Commissioners grant authority to negotiate a tri-party IGA with the Townships. Once the parties agree in principle, authority to enter into the IGA will be sought from the District's Board of Commissioners.

Requested, Catherine A. O'Connor, Director of Engineering, KMF:JK

File Number: 22-0059

Recommended, Brian A. Perkovich, Executive Director
Disposition of this agenda item will be documented in the official Regular Board Meeting
Minutes of the Board of Commissioners for January 20, 2022

Stormwater Management Phase II - Conceptual Projects

Problem Area ID	Location	Description	Suggested Solution
Cicero 1	36th St. and 61st Ave.	Intersection floods, building located at the southeast corner experiences first floor flooding	Underground detention facility, either under public right-of-way or in nearby Kolar Park
Crestwood 1 and 2	135th St./Central Ave. and Midlothian Turnpike/Cicero Ave.	Residential and roadway flooding	Construct drainage improvements along existing berm to reduce residential flooding and provide detention to address roadway flooding.
Forest View 2	Harlem Ave under railroad tracks just South of 46th St.	Drainage system for underpass is inadequate	Install larger drainage structures to increase capacity of sewer system draining to CSSC
Glenwood 3 and 6	187th Street and Main Street at Thorn Creek	Roadway and residential flooding	Construct relief sewer in original part of Village to provide drainage outlet to Thorn Creek, raise roadway (187th St.), and construct a berm.
Lansing 1	181st Street and Stony Island Ave.	Stony Island Ditch exceeds its banks and floods Stony Island Ave., 181st Street, Brittany Lane and Crystal Lane.	Upsize outfall to Stony Island Ditch and modify existing drainage system.
Midlothian 1	Natalie Creek drainage area - 153rd and Lavergne Ave. to 146th and Pulaski Rd.	Undersized storm sewers and culverts, lack of detention.	Upsize sewers and culverts and provide additional detention
Northbrook 2 and 5	Shermer Road and Cherry Lane	Residential and roadway flooding	Provide overflow sewer, and construct additional inlets and new storm sewer outlet to West Fork of North Branch Chicago River
Oak Lawn 2 and 4	North and south of 103rd Street, from Central Ave. to Cicero Ave.	Inadequate storage for runoff	Expansion of existing detention pond (Oakdale Pond) and construction of underground storage pipe or box culvert in 103rd Street (to be reconstructed)
Palos Heights 4	Cypress Dr., north of 131st St.	Undersized storm sewer can't handle drainage	Storm sewer improvements
Palos Hills 1	8900 W. 103rd St. to 10450 W. 88th Ave.	Streambank erosion and street flooding	Bank stabilization and channel improvements.
Robbins 2	138th St. East and West of Kedzie Ave.	Overbank Flooding	Channel improvements and/or additional storage
Westchester 1	Mayfair Reservoir	Flooding of local streets and homes to the east, west and south of the existing reservoir	Expansion of reservoir (excavation and berm)
Worth 2	Worth Woods Subdivision/ 112th Place and Beloit Ave.	Inadequate storm sewer system	New storm sewer and outfall to Stony Creek
Cook County Department of Transportation and Highways 2 (Bridgeview and Justice)	Roberts Road, 87th Street to Archer Avenue	Lack of an adequate stormwater conveyance system located along Roberts Road. Flooding occurs along Vollmer Road and impacts residential property.	Storm sewer improvements

Stormwater Management Phase II - Conceptual Projects

Problem Area ID	Location	Description	Suggested Solution
Cook County Department of Transportation and Highways 3 (Matteson)	Vollmer Road at Red Barn Avenue, east of Ridgeland Avenue	Existing detention facility is undersized and has improper overflow system discharging into County right-of-way	Detention pond modifications, additional inlets on Red Barn Avenue and berming and other grading activities to contain and redirect the overflow
Cook County Department of Transportation and Highways 4 (Countryside, LaGrange, McCook, Lyons Township)	Plainfield Road, from Willow Springs Road to East Avenue	Local flooding occurs along sections of this route due to the lack of an adequate storm sewer outlet system	Storm sewer improvements (would involve cooperation with local municipalities, Illinois Department of Transportation, CCDTH, and the quarry owners).
Cook County Department of Transportation and Highways 5 (Prospect Heights)	Willow Road at McDonald Creek Tributary A (Hillcrest Lake) south of Palatine Road	Roadway flooding at the crossing of McDonald Creek	Roadway raising with installation of multiple culverts
Cook County Department of Transportation and Highways 6 (Orland Park)	108th Avenue at 161st Street	Roadway flooding at entrance to school due to various issues associated with insufficient stormwater conveyance	Modification to existing detention pond, reestablishment of adequate overland flow drainage pathway, and raising roadway and school driveway entrance
Illinois Department of Transportation 10 (Chicago)	IL-43 from IL-19 to Forest Preserve Dr.	Underground storm sewers along Harlem Avenue (IL-43) that are nonfunctioning	Storm sewer replacement, oversized for detention.
Illinois Department of Transportation 11 (Rolling Meadows)	IL-53 at IL-62 Interchange	Improper grading, lack of a ditch, and an undersized storm sewer at the northbound IL 53 ramp with Il 62	Excavate detention in ramp infield and add new storm sewers, replace old sewers along IL-62
Illinois Department of Transportation 12 (Melrose Park)	IL-64 West of 25th Ave to 20th Ave, PS #12	Roadway flooding on North Ave. (IL 64)	Supplement existing PS outlet sewer with new storm sewer along IL-64 to Silver Creek
Illinois Department of Transportation 15 (Maywood, Broadview)	IL-171 (1st Ave.) South of IL-38 (Roosevelt Rd.) to Cermak Rd.	Flooding along 1st Ave. at Loyola University Medical Center	Install relief storm sewer and drainage structures
Illinois Department of Transportation 17 (Northfield Township, Glenview)	Central Road from IL-21 (Milwaukee Ave) to Dearlove	Large (over 400 acre) offsite drainage area overwhelms existing storm sewers	Install new storm sewers, drainage structures, and stormwater detention