

***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% | 2.5% | 2.25% |
| | Effective | Effective | Effective |
| | <u>07/01/21</u> | <u>07/01/22</u> | <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.