

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

***AGREEMENT WITH

THE BUILDING TRADES COALITION
AND CHICAGO REGIONAL COUNCIL
OF CARPENTERS***

MEMBERS

***ARCHITECTURAL & ORNAMENTAL
IRONWORKERS' UNION, LOCAL NO. 63***

***BRIDGE, STRUCTURAL AND REINFORCING
IRONWORKERS, LOCAL UNION NO. 1***

***THE CHICAGO JOURNEYMEN PLUMBERS'
LOCAL UNION 130, U.A.***

***INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
DISTRICT LODGE 8 & LOCAL LODGE
NO. 126, AFL-CIO***

***INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL NO. 134***

***INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 150, AFL-CIO***

***ADMINISTRATIVE DISTRICT COUNCIL 1
OF ILLINOIS OF THE INTERNATIONAL
UNION OF BRICKLAYERS AND ALLIED
CRAFTWORKERS, AFL-CIO***

***PAINTERS' DISTRICT COUNCIL NO. 14 OF
INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES (OF
CHICAGO, COOK, AND LAKE COUNTIES,
ILLINOIS)***

***PIPEFITTERS' ASSOCIATION, LOCAL
UNION 597***

***INTERNATIONAL ASSOCIATION OF SHEET
METAL, AIR, RAIL AND TRANSPORTATION
WORKERS, LOCAL 73***

***INTERNATIONAL ASSOCIATION OF HEAT AND
FROST INSULATORS & ASBESTOS WORKERS,
LOCAL NO. 17***

***CHICAGO REGIONAL COUNCIL OF
CARPENTERS***

JULY 1, 2017 - JUNE 30, 2020

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THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AGREEMENT WITH

THE BUILDING TRADES COALITION AND
CHICAGO REGIONAL COUNCIL OF CARPENTERS

PREFACE

This Agreement, which includes attached Schedules A through L, hereinafter referred to as the Agreement, is made and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the District, and the twelve separate and independent labor organizations identified in Schedules A through L, hereinafter referred to as the Union, who now agree as follows: that all of the parties to this Agreement are desirous of continuing an amicable 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 through L shall be incorporated into this Agreement.

SECTION 1. RECOGNITION

- A. The District recognizes the Union identified in Schedules A through L as the sole and exclusive bargaining agent for wages, hours and other conditions of employment for all full-time employees in the classes specified on its respective schedule.
- B. The District agrees that duties which have traditionally and historically been assigned to the employees in the Bargaining Unit classifications coming under this Agreement shall continue to be assigned to the employees of the Bargaining Unit classifications under this Agreement, except that apprentices as described in the appropriate Schedule(s) may be assigned bargaining unit work in that trade. Employees who have no permanent Civil Service status shall have no recourse to the grievance and arbitration procedure in the event of discharge.

SECTION 2. MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS

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

Outside agreements, negotiated between unions representing classifications in Schedules A through L of this Agreement and other private or public sector management organizations, are not binding to the District unless such language is specifically included in the Agreement between the District and the Building Trades Coalition and Chicago Regional Council of Carpenters.

B. OVERTIME

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

C. CONTRACTING AND SUBCONTRACTING

The right of contracting and subcontracting is vested in the District, but shall not be used to undermine the Union.

The District requires all contractors and subcontractors covered by the Illinois Prevailing Wage Act, to comply with that Act. In accordance with District policy, contractors and subcontractors must submit a Certification Form which states the payroll submitted by the contractor or subcontractor is correct, complete and not less than the applicable rate and that no rebates have been or will be made to the contractor or subcontractor, as well as submit a Certified Payroll Form with the rates paid to all laborers, mechanics and other workmen prior to payment by the District.

D. LIMITATIONS UPON UNION ACTIVITY

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

Plant Steward will be authorized to handle Union problems on District time, provided that any time spent on Union activities will be subject to prior approval of the Master Mechanic. The Unions will not designate leadmen and foremen to serve as Plant Stewards.

E. WORK ASSIGNMENTS

The Master Mechanic shall direct the assignment of employees covered by the Agreement and may direct that one such employee be assigned to a job that may be performed safely by one such employee, notwithstanding past practice.

In the event that the Foreman and/or Steward disagrees that such an assignment may be safely performed by a single employee, the matter may be submitted to the grievance procedure including arbitration. There shall be no interruption of work as a result of the initiation of such a grievance.

No employee covered by this Agreement shall be terminated or laid off as a result of implementing Section 2, Paragraph E.

SECTION 3. CHECK-OFF AND FAIR SHARE

- A. Check-off and/or fair share provisions shall be as specified in Schedules A through L of this Agreement. Where there are fair share provisions, the Union's procedure for establishing, explaining, and challenging this fee shall meet all constitutional and other legal requirements.
- B. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teaching of a church or other religious body of which such employees are members.
- C. As soon as practical upon execution of this Agreement, the union dues and fair share monthly remittance to the unions specified in Schedules A through L of this Agreement shall be done electronically. The unions specified in Schedules A through L of this Agreement shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues and fair share deductions. This information will be treated with strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to the unions. The unions shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

SECTION 4. WAGES

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

SECTION 5. WORK WEEK

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

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

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

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

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

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

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

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

- A. The normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. The normal workday shall begin between 7:00 a.m. and 8:00 a.m., and end between 3:30 p.m. and 4:30 p.m.

Employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report for work, except in emergencies beyond the employee's control which the circumstances at the time can alone determine.

- B. Employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise. Employees whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch. No employee will be allowed to work through lunch without prior approval from the Master Mechanic's Office. Employees returning to the plant before 1:30 p.m. will be required to take their lunch. Employees returning to the plant after 1:30 p.m. will be allowed to leave at 3:00 p.m. with supervisory approval, if no lunch period was taken and working conditions do not dictate otherwise.
- C. All employees shall report to their work stations in working clothes.
- D. No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.
- E. Employees will be allowed a fifteen minute morning coffee break, normally from 10:00 a.m. until 10:15 a.m., unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.
- F. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:10 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:10 p.m.

SECTION 6. OVERTIME

- A. All hours worked in excess of 8 per day or 40 per week shall be compensated for at 1-1/2 times the hourly rate in effect for each classification, plus 1/2 hour compensatory time for each overtime hour worked.
- B. Overtime credit earned in one quarter must be used before the end of the next quarter provided however, that a maximum of forty hours of compensatory time may be carried over. Compensatory time, when used by employees, shall be scheduled with the approval of the immediate supervisor. Whenever possible, the employee will be notified in advance when to use overtime credit.

- C. No overtime credit will be allowed for travel time for scheduled overtime. No overtime credit will be allowed for travel time that is an extension of a workday which continues after the end of the workday. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. Employees working such unscheduled overtime shall receive one hour of travel time to the overtime assignment, at the rate of one and one-half times the hourly rate plus 1/2 hour compensatory time.
- D. If an employee works unscheduled overtime which requires an extra trip, he/she shall be compensated at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time for each hour worked with a minimum credit of four (4) hours. The minimum credit of four hours includes travel time. Employees working unscheduled overtime which requires an extra trip shall receive one hour of travel time to the unscheduled overtime assignment and one hour of travel time returning home from the unscheduled overtime assignment at the rate of 1-1/2 times the hourly rate plus 1/2 hour compensatory time. Where employees have access to a time clock, employees must clock in and clock out when working unscheduled overtime.

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

- E. In an overtime situation where members of the Bargaining Unit are involved, such employees may leave the plant for supper, but only with the permission of their immediate supervisor. Time spent for supper shall not be counted as time worked. Suppertime shall not exceed one hour.
- F. Overtime is to be distributed equally among the employees within each work group so far as practical. In accordance with past practice overtime for each work group shall be recorded. Employees working on an assignment that requires overtime as a continuation of the workday can perform such overtime regardless of the amount of their recorded overtime. It will be the responsibility of the District and the Union to address all issues arising out of a claim of inequitable assignment of continuation overtime. When practical at the discretion of the Master Mechanic's Office, others with less recorded overtime will be considered for the assignment. Employees must leave a phone number where they can be reached at all times in order to be contacted for any unscheduled overtime.
- G. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.
- H. Leadmen, Foremen, and if necessary Stewards, who are directed by the Master Mechanic's Office to make phone calls from home for scheduling trade personnel will receive one-half hour of overtime as compensation per incident. The Leadman, Foreman or Steward will be required to complete a timesheet to record any time spent scheduling

from home. For any time spent scheduling from home that is over one-half hour in duration, the Leadman, Foreman or Steward will be required to complete a timesheet and provide documentation demonstrating the additional time spent scheduling by phone.

SECTION 7. HOLIDAYS

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

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

A holiday is one which is recognized regardless of the date 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.

- B. Bargaining Unit employees will be scheduled to work at their regular, straight-time hourly rate when the District celebrates holidays other than those identified in this Agreement.
- C. To be eligible for holiday pay, employees must work their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday unless they have been granted an excused absence. Excused absences shall be granted for approved vacation leave, bereavement leave, sick leave or other leave with pay. The Department Head shall have the right to exercise discretion in granting excused absences for reasons other than those above. However, employees on ordinary or duty disability, FMLA absences without pay, or other leaves of absence without pay on their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday shall be considered ineligible for holiday pay.

- D. Any day not listed above declared to be a holiday by the Board of Commissioners 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 2017, the additional holiday options are:

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

For 2018, the additional holiday options are:

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

For 2019, the additional holiday options are:

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

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

SECTION 8. VACATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- B. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to implement this program, vacation schedules shall be developed by January 31st of the vacation year. In choosing vacation periods, the employee classes (i.e. Foreman, Leadman and Journeyman) identified on each schedule attached to this Agreement will be considered as a single group in each budgetary section for calculation purposes.
1. The classifications of Foreman and Leadman will be considered a single group in each budgetary section for scheduling purposes. Vacations will be scheduled by classification and then seniority within each classification for each such work group (Foreman and Leadman) in each budgetary section. Only one Foreman or Leadman will be allowed off for vacation in any week in accordance with the Agreement, unless approval is otherwise granted from the Master Mechanic's Office.
 2. Journeymen will be considered a single group in each budgetary section for scheduling purposes. Vacations for Journeymen will be scheduled by seniority in each budgetary section. The vacation selections of Foremen and Leadmen will not impact the number Journeymen allowed off for vacation.

In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests. This provision shall in no way

interfere with the right of an employee to take his/her vacation during any time of the year that he/she may request, providing that it meets with the approval of the Master Mechanic.

- C. The maximum number of Journeymen from each trade group identified on schedules attached to this Agreement within a budgetary section allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks for Foremen (where applicable), Leadmen (where applicable) and Journeymen to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of Journeymen from each trade group identified on schedules attached to this Agreement allowed off during the February through November vacation period (31 weeks as defined above), may be allowed vacation during the months of January and December.
- D. Accrued vacation must be used as scheduled unless an employee is directed otherwise by the Master Mechanic. Employees may submit a request through their chain of command to carry over a maximum of five days of vacation to the following year. The requests will be considered on an individual basis, and are approved by the Chief of Maintenance and Operations. The request to carry over vacation must be for a legitimate reason.
- E. 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.
- F. Normally vacation time should be taken in periods of one week (five working days), at a minimum. After employees have submitted their vacation requests in accordance with the vacation schedules in Paragraph B of this Section and the vacation schedule has been finalized, employees may submit requests to use individual vacation days. Such requests will be considered on an individual basis and approved provided there is enough coverage on the day(s) requested. These requests are subject to approval by the Master Mechanic.
- G. 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 of the above vacation time (five working days) after six months of District service, providing such employee receives the approval of the Master Mechanic.
- H. Any employee who has rendered service as an employee to the Metropolitan Water Reclamation District Retirement Fund, City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, or the State of Illinois shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Proof of such service is the responsibility of the employee and may

be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment.

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

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

For employees on duty disability, vacation benefits will accumulate, commencing from the date of disability for a maximum of two, three, four or five weeks based on the employee's vacation eligibility at the time the employee becomes disabled. Vacation benefits will not accumulate after an employee has been absent on duty disability for more than 12 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 use this unused vacation balance immediately upon their return to work or at the discretion of the Master Mechanic based on operational needs. This does not preclude an employee's right to request vacation carry over as provided in Paragraph D of this section.

SECTION 9. JURY DUTY

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

SECTION 10. BEREAVEMENT PAY

Leave with pay will be allowed for employees to attend services resulting from a death in the immediate family not to exceed three working days. Such leave shall apply to the death of husband or wife, parents, parents of husband or wife, brothers or sisters, brothers-in-law or sisters-in-law, step-parents, 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, 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.

SECTION 11. SICK LEAVE

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

B. Sick leave will continue to accumulate during the period that the employee is off due to sickness.

C. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

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

D. 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.

- E. If an employee has been absent due to sickness, the immediate supervisor may require a Doctor's Certificate to verify the illness.
- F. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.
- G. Annual Sick Leave Payout

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

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

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

Sick Leave Payout at Separation

When an employee with a District start date prior to November 2, 1994 separates from the District for reasons other than discharge, such employee shall receive a payment for fifty percent (50%) of his or her accumulated sick leave balance at the time of separation to a maximum of sixty (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.

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

SECTION 12. TERMINATION PAY

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

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

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

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

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

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

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

SECTION 13. TRANSFERS IN SAME CLASS

These procedures will apply to all transfers between sections, and specifically do not apply to work assignments within a budgetary section.

- A. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for Transfer" form. The supervisor shall date and initial the transfer request form upon receipt and provide a copy to the employee.
- B. The request will be promptly routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as the routing has been completed.
- C. Whenever a vacancy occurs, an attempt will be made to fill such vacancy by transfer at the request of a present employee. An employee on Ordinary Disability, Duty Disability, an unpaid Leave of Absence, or not otherwise actively at work will not be considered for transfer. An employee on Ordinary Disability, Duty Disability or unpaid Leave of Absence with a valid transfer request will be considered for transfer if he/she has an established return to work date and the department has determined that the position can remain vacant until that established return to work date. Except as hereinafter provided, all such transfers will be made in accordance with seniority, unless, in any given situation, it is not in the best interest of the District to do so.
- D. Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined.
- E. A probationary employee may submit a request for transfer, but shall not normally be considered for actual transfer until after final completion of the probationary period.
- F. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.
- G. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.
- H. The Human Resources Department will establish suitable rosters of all requests for transfer into, and out of, each work location. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

- I. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and current unless and until either the request is satisfied or the employee submits a written authorization to withdraw the request. A request for transfer or a request to withdraw a transfer are deemed to be valid when the form for such request(s) has been submitted to the employee's immediate supervisor, the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee. The immediate supervisor will forward the form(s) to the appropriate section within the Human Resources Department, the request(s) will be processed, and a copy of the form(s) indicating the request(s) have been processed will be returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days, the employee shall ask his/her immediate supervisor to inquire if the request(s) have been received and processed to ensure his/her request(s) are on file.

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

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

After an official electronic format for transfers has been implemented and operating for six months, employees will be notified by mail that they have 30 calendar days to review and update their own transfer requests in the electronic format. Thereafter, there will not be any transfer waivers allowed and the most senior employee with a valid transfer request will be transferred.

- J. Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.
- K. Once a position has been determined to be an ultimate vacancy, and a requisition has been generated to fill the position, and signed by the Director of Human Resources, no transfer requests will be honored to that position.
- L. If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "(AC)" where the employee's job duties are no

longer required will occur. If an employee returned to work from ordinary disability or a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the least senior employee in the section with the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1," "#2," or "AC".

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

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

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

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

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

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

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

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

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

SECTION 14. SENIORITY

Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined.

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

SECTION 15. AUTO AND MEAL ALLOWANCE

- A. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated at the rate established as District Policy by the Director of Finance/Clerk for all such miles.
- B. Any employee requested by the Plant, Section, or Department Head to report to the Main Office or other District facility for District business during working hours shall be entitled to mileage allowance in the amount of one round trip from the Plant to the Main Office or other facility, if transportation is not provided.
- C. When an employee is required to work unscheduled overtime immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$10.00 for meal compensation after completing the twelfth consecutive hour of work. Meal time periods shall not exceed one hour in time.

SECTION 16. INSURANCE AND BENEFITS

A. Health Insurance

The District shall provide health insurance coverage to the employee or dependents, either single, employee plus one dependent, or family plan as appropriate to regular full-

time employees. Health Insurance coverage also includes domestic partners in accordance with Administrative Procedure 10.3.0, and civil union partners in accordance with Administrative Procedure 10.43.0. Domestic partner or civil union partner eligibility may be redefined in any updated or new Administrative Procedure. Employee contributions will be based on a percentage of the actual claims cost for single, employee plus one dependent, or family coverage, and deducted 24 pay periods per year.

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

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

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

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

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

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

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

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

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

PPO

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

For employees in the PPO, the following will apply:

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

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

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

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

Wellness Benefit

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

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

Preventative Care Services

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

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

HMO

For employees in the HMO, the following will apply:

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

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

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

Prescription Drug Coverage

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

Retail Card

Based on a 30-day supply

	<u>Co-payment</u>
Generic	\$ 9.00
Formulary	\$25.00
Non-Formulary	\$45.00
Speciality	\$100.00

Mail Order

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

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

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

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

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

- f. Employees will be covered by a vision plan. Coverage will be determined by the employee's coverage for health insurance, i.e., employee, employee plus one dependent, or family. During the term of this agreement, the benefits from this plan will include the following:

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

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

B. Life Insurance

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

C. 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 the dental HMO and the dental indemnity plan includes an orthodontics lifetime maximum benefit of \$1,000.00 per covered member

for eligible dependents up to age 19. This orthodontics benefit is separate from the annual benefit maximum.

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

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

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

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

D. Pension

Pension benefits for employees covered by this Agreement shall be as mandated under the Metropolitan Water Reclamation District Retirement Fund Act, 40 ILCS 5/13-101 et seq.

E. 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 a maximum of \$500 of unused medical flexible spending account funds from the current plan year to the following plan year. Any unused medical flexible spending account funds in excess of \$500 in that plan year shall be forfeited if not used by the end of the plan year (December 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.

F. 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.

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 discuss the possibility of establishing a Health Reimbursement Account for employees. The Committee mutually agrees that by May 31, 2018 a determination will be made on whether or not the establishment of a Health Reimbursement Account is worthy of serious consideration. If the Committee determines that the establishment of a Health Reimbursement Account is viable to pursue, they will advise the Executive Director. The Executive Director will determine if the recommended establishment of a Health Reimbursement Account for employees should be presented to the District's Board of Commissioners. If this option is recommended by the Committee and presented to the Executive Director for consideration and such option 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 recommendation to establish a Health Reimbursement Account.

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

SECTION 17. MISCELLANEOUS

A. Plant Stewards

The Union may designate Plant Stewards at each work location and furnish the District with a list of names of the Stewards and the work groups they represent. Only the Union Steward or other Union representative designated by the Union, as specified above, may represent the Union or union members in matters coming under Section 18 (Grievance Procedure) of this Agreement.

B. Voting Time

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

C. Warning Notices

Warning notices will be removed from an employee's personnel record after one year from the issuance of said warning notice upon the employee's written request, provided the employee does not receive any other disciplinary action(s) during the next 12 months.

D. Tuition Reimbursement

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

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

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

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

E. Safety Apparel and Equipment

The District will furnish safety wearing apparel and safety equipment where management determines that work conditions require such apparel or equipment.

F. Safety Boots and Glasses

The District will reimburse employees for safety boots and safety glasses at a rate and method to be determined by the Risk Manager. The District will be contracting with a vendor that will come to plant facilities and offer safety shoes/boots at a discount to employees. The rate of reimbursement for safety shoes/boots purchased from the vendor will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00. The rate of reimbursement for safety shoes/boots purchased from another source will be equal to but not more than one-half of the cost per pair up to a maximum of \$75.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half of the cost per pair up to a maximum of \$100.00.

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

G. Acting Assignments

If an employee is temporarily assigned to perform the work of a higher rate classification for a period of one hour or greater, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payments will be in accordance with the provisions of Schedules A through L or as approved by appropriate supervisory personnel.

When a Civil Service list exists, acting assignments for Leadman (or Foreman in those trades without a Leadman) at a given plant will be made from the eligible list(s), rotating through the individuals on the list(s) from among those that are reachable at that plant location, one occurrence at a time. The reachable individual at that plant location with the least acting hours acts during the next absence, for a maximum of one week. If both Foreman and Leadman lists are current, the acting assignments will rotate through the

individuals on both lists. If a list is available for Foreman only, it will be used to fill a Leadman's acting assignment when both positions exist. In those instances where a plant location does not have any reachable candidates on the list(s), then the acting assignment will be made on a rotating basis through the entire list. If there are no candidates on the list(s) at a plant location where an acting assignment is needed, then the acting assignment will be made as if no list existed.

When no Civil Service list exists, acting assignments for Leadman (or Foreman in those trades without a Leadman) will be made at the discretion of the Master Mechanic, based upon classification, the candidate's job knowledge, competence and willingness to act.

When there are four or more journeymen from the same trade working overtime without supervision, a journeyman from the assigned crew will be designated as a Leadman at the discretion of the Master Mechanic and shall be a working Leadman.

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

H. Discretionary Time Off

Employees will be granted a maximum of three days, either sick leave, vacation or compensatory time, which normally must be used in units of not less than one day. The use of discretionary time does not interfere with the employee's right and/or ability to request and schedule vacation or compensatory time in accordance with the collective bargaining agreement. With supervisory approval, employees may take discretionary time off in less than one-day units. Whenever possible, such discretionary time off shall be scheduled with the prior approval of the supervisor. Discretionary time off shall not be carried over from one calendar year to the next. Prior approval for discretionary time off must be obtained for discretionary time off to be used on a holiday, the day preceding a holiday, vacation, or holiday used day, and/or the day following a holiday, vacation, holiday used day or in conjunction with compensatory time.

I. Drug and Alcohol Testing Policy

A. Policy Statement

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

B. Voluntary Treatment

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

C. Drug and Alcohol Testing

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

1. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs.
2. Urine sample collection will be done by a facility or facilities selected by the District. Those facilities will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.
3. Employees must sign a consent form prior to testing. Failure to sign the consent form or to comply with testing, although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge.
4. Urine samples will be analyzed by a laboratory selected by the District and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
5. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test will be considered as a positive drug test, and a violation of this policy. A negative screen test or negative confirmatory test will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file.
6. At the time the urine sample is collected, the employee may request a split sample to be analyzed by an independent laboratory certified by SAMHSA. The independent laboratory must also maintain strict chain-of-custody procedures. The split sample testing requested by the

employee will be at the employee's expense and subject to the same standards as the laboratory selected by the District.

7. Employees directed to take a breathalyzer alcohol test will also be required to complete a consent form prior to testing. Failure to complete the consent form to comply with testing although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge. Employees with a blood-alcohol content of .05 or greater will be considered in violation of this policy.

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

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

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

J. Changes to Performance Ratings

Employees may request to have a union representative present at a meeting where it is being explained to the employee why his/her performance rating was changed by a supervisor above the level of the Rater (immediate supervisor). It is the employee's responsibility to request the presence of a union representative.

K. Electronic Deposit of Payroll Checks

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

L. Staffing

The District will advise the Union, in writing, of any positions within the bargaining unit which have been designated #1, #2, (AC), or have been vacated and dropped in the Executive Director's Budget Recommendations. This notification will occur prior to budget hearings conducted by the Board of Commissioners.

M. Military Leave

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

N. Facility Closure

When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following will apply:

1. Full Day District Designated Facility Closure

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

Holiday Earned for all hours worked up to a maximum of eight (8) hours holiday earned credit.

- g) Employees directed to report to work during a facility closure shall be guaranteed a minimum of four hours of work.
- h) Shift employees who are on a regular day off (payroll code 0048) will not receive payroll code (0026) Holiday Earned credit.
- i) Non-shift employees shall not be eligible for differential pay during a full day facility closure if they were not required to work during the closure.

2. Partial Day District Designated Facility Closure

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

O. 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.

P. Labor Management Committee on Maintenance Efficiency

The purpose of the Labor Management Committee on Maintenance Efficiency is to increase the relevance of the bargaining units through collaborative discussions between the District and the unions. The Unions in Schedules A through L agree to create a Labor Management Committee on Maintenance Efficiency and commit themselves to the fullest cooperation in discussing and developing methods to improve maintenance efficiencies at the District. The Committee will meet on a quarterly basis, or more frequently by the

mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District.

Q. Confined Space Entry

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

R. Union Leave

The District will grant a request for a leave of absence for one employee for the purpose of service as Representative or Officer with the International, State, District Council, or Local Organization of the Union for the duration of his/her appointment to the Union, provided the employee submits a request for an extended leave of absence, and renews such request annually as required by the District's Personnel Rules. Employees on leave for union service will not be eligible for District benefits during such leave.

Upon return from a union leave of absence, the employee will have his/her prior seniority and other benefits reinstated.

SECTION 18. GRIEVANCE PROCEDURE

Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both. Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance.

Step I

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

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

- B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be

returned to the employee and the Union within seven calendar days after receipt of the written complaint.

Step II

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

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II to the Director of Human Resources within seven (7) calendar days of receipt by the Union of the Department Head's decision.
- B. Within fourteen (14) calendar days of receipt by the Director of Human Resources of the Employee Problems Form Step III, the Director of Human Resources or his/her designee shall meet with the Union and attempt to resolve said grievance. The Director of Human Resources or his/her designee shall reply in writing to the Union within seven (7) calendar days of said meeting.
- C. If a grievance is not settled at the third step, either the Union or the District may notify the other in writing within ten (10) days of the receipt of the Step III decision that they request final and binding arbitration.
- D. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.

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

Requests by the Union for a reasonable number of employees to be excused from work with pay to attend Step III Grievance or Arbitration meetings will be allowed for the period necessary for employees who actually attend such meetings. Attendance at a Step III Grievance or Arbitration hearing outside of the employee's regular work hours will

not be compensated if the meeting is scheduled on an employee's day off or outside the employee's regular work hours, however every attempt will be made to schedule the hearing during the employee's regular work hours on a day the employee is scheduled to work. Employees shall not be allowed mileage and parking expenses for attending Step III Grievance or Arbitration meetings.

SECTION 19. FINAL AND BINDING ARBITRATION

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

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

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

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

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

These Arbitrators will then be listed in alphabetical order on a list retained by both the Director of Human Resources and the Union. As grievances become ready for arbitration, Arbitrators will

be contacted in an alphabetical order to obtain an Arbitrator's commitment to arbitrate the respective grievances within the stated time limit.

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

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.

SECTION 20. NO STRIKE-NO LOCKOUT

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

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

- 1. Advise the District in writing that the strike or stoppage has not been called or sanctioned by the Union. Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown, or other interference with District

operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown, or other interference with District operations is authorized.

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

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

- E. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Section.

SECTION 21. SEPARABILITY AND NOTICE

A. AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT

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

B. NOTICES

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

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

Notices sent by the District shall be mailed to the labor organization officials identified in Schedules A through L of this Agreement. The District will notify the Union when any employees are hired or terminated in the classifications covered under this Agreement.

SECTION 22. AMENDMENTS AND ENTIRE AGREEMENT

- A. 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 exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, 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. 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.

- B. The District and the Union agree that this Agreement terminates and cancels all collective bargaining agreements made between the parties hereto prior to the date of execution hereof.

SECTION 23. NON-DISCRIMINATION

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

SECTION 24. DURATION OF AGREEMENT

- A. This Agreement shall become effective on July 1, 2017, and shall continue in full force and effect through June 30, 2020, and from year to year thereafter unless at least 60 days prior to June 30, 2020, or at least 60 days prior to June 30 of any year thereafter, notice is given in writing by any party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an Agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on July 1 following the date of notice or the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.

- B. If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the 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.

Executed at Chicago, Illinois, this _____ day of _____, 2017.

FOR THE BUILDING TRADES COALITION AND
CHICAGO REGIONAL COUNCIL OF CARPENTERS

1. Architectural and Ornamental
Ironworkers Union
Local 63

2. Bridge, Structural and
Reinforcing Ironworkers'
Local Union No. 1

3. Chicago Journeymen Plumbers'
Local Union 130, U.A.

4. International Association of
Machinists and Aerospace Workers,
District Lodge 8 & Local Lodge
No. 126, AFL-CIO

5. International Brotherhood of
Electrical Workers
Local No. 134

6. International Union of
Operating Engineers
Local No. 150, AFL-CIO

7. Painters' District Council
No. 14

8. Pipefitters' Association
Local Union No. 597

9. International Association of Sheet Metal,
Air, Rail and Transportation Workers,
Local 73

10. International Association
of Heat and Frost Insulators
and Asbestos Workers
Local No. 17

11. Chicago Regional Council
of Carpenters

12. Administrative District Council 1
of Illinois of the International Union
of Bricklayers and Allied
Craftworkers, AFL-CIO

FOR THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Ted J. Kosowski
Labor Negotiator

APPROVED AS TO FORM AND
LEGALITY

Lisa A. Goldberg
Head Assistant Attorney

Susan T. Morakalis
General Counsel

Jacqueline Torres
Clerk/Director of Finance

David St. Pierre
Executive Director

Frank Avila
Chairman Committee on Finance

Mariyana T. Spyropoulos
Chairman Committee on Labor and
Industrial Relations

APPROVED:

Mariyana T. Spyropoulos
President, Board of Commissioners

SCHEDULE A

ARCHITECTURAL & ORNAMENTAL IRONWORKERS' UNION LOCAL NO. 63

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Architectural Ironworker	\$46.75	6/1/17
Architectural Ironworker Leadman	\$50.25	6/1/17

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.
- C. If the District determines that shift work of five days or more duration is required, employees assigned to such work shall be compensated as follows:

When two shifts are employed, each shift shall work seven and one-half hours for eight hours' pay at regular time; when three shifts are employed, seven hours shall constitute a day's work for each shift for which a regular wage of eight hours shall be paid or a proportionate part thereof for time worked.

Assignment to shift work shall first be on a voluntary basis; if there is an insufficient number of volunteers, employees shall be scheduled for shift assignment on the basis of lowest seniority first. The District agrees to notify the union five days in advance of its intent to schedule shift work assignments.

2. CHECK OFF AND FAIR SHARE

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

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by

reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by the Union to the District.

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Business Manager of the Union and shall remit such deductions to the Business Manager of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

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

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Business Manager of the Architectural & Ornamental Ironworkers' Union, Local No. 63.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

SCHEDULE B

BRIDGE, STRUCTURAL AND REINFORCING IRONWORKERS, LOCAL UNION NO. 1

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Structural Ironworker	\$47.33	6/1/17
Structural Ironworker Leadman	\$49.33	6/1/17
Ironworker Foreman	\$50.83	6/1/17

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above by one-half the increase in the "direct wage rate" until such time as the wage rate for employees covered by this Agreement is equal to the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the wage rates paid to comparable classifications under the terms of the agreement negotiated between Associated Steel Erectors of Chicago, Illinois and Structural Ironworkers Local Union No. 1, exclusive of all fringe benefit payments (including the individual annuity payment). If the "direct wage rate" exceeds the wage rate for District employees, District employees will be paid at the same rate as the "direct wage rate" for the term of this Agreement. The effective dates of wage increases for District employees shall be the same as the effective dates of the "direct wage rate" adjustments.

2. CHECK OFF AND FAIR SHARE

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

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

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Financial Secretary-Treasurer of the Union and shall remit such deductions to the Financial Secretary-Treasurer of the Union at the same time that the dues checkoff is remitted. It is understood

that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

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

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the President of the Bridge, Structural and Reinforcing Ironworkers, Local Union No. 1.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

SCHEDULE C

CHICAGO JOURNEYMEN PLUMBERS' LOCAL UNION 130, U.A.

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Plumber	\$49.25	6/1/17
Plumber Foreman	\$53.20	6/1/17

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

2. CHECK OFF AND FAIR SHARE

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

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

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by

reason of action taken or not taken by the District for the purpose of complying with the Union’s obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Business Manager of the Chicago Journeymen Plumbers' Local Union 130, U.A.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

SCHEDULE D

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE 8 & LOCAL LODGE NO. 126, AFL-CIO

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Machinist	\$47.56	7/1/17
Machinist Leadman	\$50.06	7/1/17
Machinist Foreman	\$51.06	7/1/17

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.
- C. If the District determines that shift work of five days or more duration is required, employees assigned to such work shall be compensated at the rate of eight hours of straight time pay for seven hours of work. Assignment to shift work shall first be on a voluntary basis; if there is an insufficient number of volunteers, employees shall be scheduled for shift assignment on the basis of lowest seniority first within each section. The District agrees to notify the Union five days in advance of its intent to schedule shift work assignments.

2. CHECK OFF AND FAIR SHARE

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

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

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

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

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Directing Business Manager of the International Association of Machinists and Aerospace Workers, District Lodge 8 and Local Lodge No. 126, AFL-CIO.

4. APPRENTICES

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

5. ACTING ASSIGNMENTS

An acting assignment for Leadman will be made when three or more Machinists are assigned to a job and there are no other Machinist Leadmen or Foremen at the location.

UNION

DISTRICT

UNION

SCHEDULE E

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 134

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Electrical Mechanic	\$47.40	6/5/17
Electrical Mechanic Sub-Foreman	\$50.40	6/5/17
Electrical Mechanic Foreman	\$53.40	6/5/17

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

2. CHECK OFF AND FAIR SHARE

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

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

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Financial Secretary of the Union and shall remit such deductions to the Financial Secretary of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

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

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Business Manager of the International Brotherhood of Electrical Workers, Local No. 134, AFL-CIO.

4. APPRENTICES

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

5. ARC FLASH PROTECTIVE CLOTHING

Employees designated by the District are required to wear flame-retardant arc-rated clothing at all times while working unless otherwise directed by an immediate supervisor. Such clothing shall consist of, at minimum, flame-retardant arc-rated long-sleeve shirt and pants. All such clothing must meet the standards for hazard/risk category 2 (rating of at least 8 cal/cm²). At any time, the District may verify that employees are properly attired in required arc-rated protective clothing.

The District will reimburse new employees for the purchase of five (5) pairs of pants, five (5) shirts and one (1) belt of category 2 arc-rated clothing immediately upon hire. The employee must complete a reimbursement form, present a receipt for the purchases, and have the reimbursement approved by the appropriate member of District management. Effective January 1 of the year following the commencement of employment (and for all current employees who have worked more than one year), during each calendar year employees will be entitled to reimbursement for up to five (5) replacement garments (pants and/or shirts) of arc-rated protective clothing. In addition, effective January 1, 2018 and every year thereafter, employees will be entitled to an annual maximum reimbursement of \$250 for the purchase of additional arc-rated protective garments (i.e. overalls, sweat shirt, jacket). All reimbursements will be issued in accordance with the District's Handbook of Employee Expense Rules procedures. Unused reimbursement entitlements do not roll over from year to year. The District may, at its discretion, provide a list of suppliers from which purchases shall be made.

The District agrees to replace, at its own expense, any arc-rated clothing items damaged by, or otherwise required to be replaced after, an arc flash incident. Additionally, the

District agrees to at its own expense and in its sole discretion, replace arc-rated clothing damaged in the course of normal work activities.

Flame-retardant arc-flash clothing must be maintained in good condition. Clothing that is torn, damaged, soiled or otherwise deemed inappropriate by the District to provide the necessary protection shall not be worn. Employees are responsible for laundering and care of their own protective clothing, and are required to follow correct laundering and care procedures to ensure the continuing effectiveness of the clothing.

An employee who is separated from the District service during his/her probationary period will be required to reimburse the District for one-half the cost of such protective clothing purchased by the District.

The District will provide other arc-rated protective clothing and gear as appropriate.

UNION

DISTRICT

UNION

SCHEDULE F

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 150

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Hoisting Engineer	\$50.10	6/1/17
Hoisting Engineer Foreman	\$54.10	6/1/17

- B. During the term of this Agreement the District shall, upon written notification by the Union, increase the rates in Paragraph A above to equal the "direct wage rate" in the local labor market. The "direct wage rate" shall be defined as the base wage rate (exclusive of all fringe benefit payments, including annuity payments) paid to comparable classifications under Agreements negotiated by the Union in the local labor market. The effective dates of wage increases for District employees shall be the same as the effective date of the "direct wage rate" adjustment in the local labor market.
- C. If the District determines that shift work is required, it must be of five days or more duration and employees assigned to such work shall be compensated at their regular rate of pay plus an additional fifty cents per hour for the afternoon shift or an additional seventy-five cents above their regular rate for the midnight shift. Assignment to shift work shall first be on a voluntary basis; if there is an insufficient number of volunteers, employees shall be scheduled for shift assignment on the basis of lowest seniority first within each section. The District agrees to notify the Union five days in advance of its intent to schedule shift work assignments.
- D. While operating a certified friction crane, Hoisting Engineers employed by the District will be paid the "direct wage rate" for a Certified Friction Crane Operator as specified in the Agreement between Local 150 and the Mid America Regional Bargaining Association. Operation of a certified friction crane by District Hoisting Engineers will include the requirement of a City of Chicago and/or Local 150 Advance Crane Certification and/or any additional certifications as stated in the Agreement between Local 150 and the Mid America Regional Bargaining Association.

2. CHECK OFF AND FAIR SHARE

- A. The District upon receipt of proper authorization cards shall deduct Union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the President-Business Manager of the Union, and shall remit

such deductions on a monthly basis to the President-Business Manager of the Union.

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

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the President-Business Manager of the Union and shall remit such deductions to the President-Business Manager of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

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

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the President-Business Manager of the International Union of Operating Engineers, Local No. 150, AFL-CIO.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

5. ACTING ASSIGNMENTS

An Acting Foreman will be designated when there are 8 or more employee Hoisting Engineers assigned to a job and there are no other Hoisting Engineer Foremen at that job site.

6. DRUG AND ALCOHOL TESTING POLICY

Effective October 1, 1997, all employees in the Hoisting Engineer and Hoisting Engineer Foreman classifications will be required to possess a valid Illinois Class A or Class B Commercial Driver's License (CDL) with endorsement for air brakes as a condition of continued employment.

Effective July 1, 1997 the following Drug and Alcohol Testing Policy will apply to all employees in the Hoisting Engineer and Hoisting Engineer Foreman classifications:

DRUG AND ALCOHOL TESTING POLICY

A. Policy Statement

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

B. Voluntary Treatment

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

C. Prohibitions

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

- using alcohol on the job;
- being in possession of alcohol while on duty or operating a District vehicle;

- having a prohibited blood alcohol concentration of .02 or greater while performing a safety-sensitive function;
- having used alcohol during the four hour period prior to going on duty;
- using alcohol within eight hours following an accident requiring a breath-alcohol test, or until tested;
- refusing to submit to a required drug and/or alcohol test;
- being a current user of an illegal drug;
- reporting for duty while impaired from any prescribed therapeutic drug or controlled substance; and
- being in possession of any unauthorized controlled substance.

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

D. Drug and Alcohol Testing

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

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

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

or greater, a second confirmation test will be conducted. Employees with a blood-alcohol content of .02 or greater will be considered in violation of this policy.

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

Employees found to be misusing alcohol, test positive for drugs, or violate this policy by the use, abuse, possession, distribution, or sale of alcohol or drugs on District premises or while on duty may be subject to disciplinary action up to and including discharge. Disciplinary action will be considered on an individual basis. In accordance with the Act, the employees with an alcohol concentration of .02 to .039 will be removed from duty for a 24 hour period, and will be required to have an alcohol concentration of less than .02 to return to work. If an employee has an alcohol concentration of .04 or greater, the employee will be removed from duty. If a determination is made to reinstate the employee, prior to such reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, have an alcohol concentration of less than .02 on a return-to-duty test, and be subject to unannounced follow-up alcohol tests. If an employee tests positive for drugs and a determination is made to reinstate such employee, prior to reinstatement, the employee must be evaluated by a substance abuse professional, complete and comply with any recommended treatment, test negative on a return-to-duty drug test, and be subject to follow-up testing.

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

7. PAY DIFFERENTIAL FOR TRAIN OPERATION

The Hoisting Engineer assigned to the Railroad Unit to operate the train at the Stickney Water Reclamation Plant will receive a four percent (4%) inconvenience pay differential while operating the train.

8. OVERTIME

A Hoisting Engineer Foreman or Acting Foreman shall be required to work overtime whenever there are four (4) or more employee Hoisting Engineers working overtime under the Foreman's supervisory control.

UNION

DISTRICT

UNION

SCHEDULE G

PAINTERS' DISTRICT COUNCIL NO. 14 OF THE INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Painter	\$45.55	6/1/17
Painter Leadman	\$48.40	6/1/17

*NOTE: Wage rates subject to reduction by any amount allocated to Union benefit funds in which the District is not a participant.

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

2. FAIR SHARE

The District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

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

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Secretary-Treasurer of the Painters' District Council No. 14 of the International Brotherhood of Painters and Allied Trades (of Chicago, Cook and Lake Counties, Illinois).

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

SCHEDULE H

PIPEFITTERS' ASSOCIATION, LOCAL UNION 597

1. WAGES

A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Pipefitter	\$47.50	6/1/17
Pipefitter Leadman	\$50.50	6/1/17
Pipefitter Foreman	\$52.50	6/1/17

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

2. FAIR SHARE

The District shall deduct from non-member employees' earnings a monthly amount as certified by the Financial Secretary-Treasurer of the Union and shall remit such deductions to the Financial Secretary-Treasurer of the Union. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

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

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Business Manager of the Pipefitters' Association, Local Union 597, U.A.

4. APPRENTICES

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

SCHEDULE I

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS, LOCAL 73

1. WAGES

A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Sheet Metal Worker	\$43.50	6/8/17
Sheet Metal Worker Leadman	\$47.42	6/8/17

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

2. FAIR SHARE

The District shall deduct from non-member employees' earnings a monthly amount as certified by the President-Business Manager of the Union and shall remit such deductions to the President-Business Manager of the Union. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

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

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the President-Business Manager of the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 73.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

SCHEDULE J

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, LOCAL NO. 17

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Pipecoverer	\$50.50	6/1/17

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

2. CHECK OFF AND FAIR SHARE

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

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

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from the first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying

with the Union’s obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Secretary-Treasurer of the International Association of Heat and Frost Insulators & Asbestos Workers, Local No. 17.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

SCHEDULE K

CHICAGO REGIONAL COUNCIL OF CARPENTERS

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Carpenter	\$46.35	6/1/17
Carpenter Leadman	\$48.35	6/1/17
Carpenter Foreman	\$48.85	6/1/17

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

2. CHECK OFF AND FAIR SHARE

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

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

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters

affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

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

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Secretary-Treasurer of the Chicago Regional Council of Carpenters.

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION

SCHEDULE L

ADMINISTRATIVE DISTRICT COUNCIL 1 OF ILLINOIS OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS, AFL-CIO

1. WAGES

- A. Hourly rates of pay in effect for dates specified:

<u>Position Classification</u>	<u>Hourly Rate</u>	<u>Effective</u>
Bricklayer	\$45.38	6/1/17

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

2. CHECK OFF AND FAIR SHARE

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

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

- B. It is further agreed that the District shall deduct from non-member employees' earnings a monthly amount as certified by the Secretary-Treasurer of the Union and shall remit such deductions to the Secretary-Treasurer of the Union at the same time that the dues check-off is remitted. It is understood that the amount of deduction from non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. Fair share deductions shall be effective from first date of employment.

The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by

reason of action taken or not taken by the District for the purpose of complying with the Union’s obligations to meet the constitutional and other legal requirements stated in the preceding paragraph.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

3. NOTICES

Notices sent by the District shall be mailed to the Secretary-Treasurer of the Administrative District Council 1 of Illinois of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO

4. APPRENTICESHIP PROGRAM

The Union and the District may agree to an addendum to this Schedule regarding apprentices, which would include wage rates.

UNION

DISTRICT

UNION