

AGREEMENT

THIS AGREEMENT entered into by and between THE FOX METRO WATER RECLAMATION DISTRICT (hereinafter referred to as the "District") and THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO COUNCIL #31 – for and on behalf of Local #3297 (hereinafter referred to as the "Union").

WHEREAS, the Union recognizes that the District has the full and exclusive responsibility and obligation of providing high-quality services to the residents of the District and of carrying on vital and continuous programs in the field of sewage disposal and sanitation for the benefit of residents of the community at large; and

WHEREAS, it is not intended by the parties to modify any of the discretionary authority vested in the District by the statutes of the State of Illinois and

WHEREAS, the District recognizes the Union as the exclusive collective bargaining representative for personnel covered by this agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties that this Agreement respect and promote the said responsibility and obligation of the District, as well as the interests of its employees covered by this Agreement; avoid interruptions and interferences with services of the District and its programs; and set forth herein rates of pay, hours of work, and conditions of employment for the employees covered by this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS HEREIN contained, the parties agree with each other as follows:

ARTICLE 1 **RECOGNITION**

- 1.1 **EMPLOYEES COVERED BY AGREEMENT.** The District hereby recognizes the Union as the exclusive collective bargaining representative for a unit which includes all Electrical Apprentices, Operating Employees, Maintenance Technicians, Field Operations Technicians, and Maintenance Electricians but excluding all Laboratory Employees, Technicians, Professional Employees, Office Clerical Employees, Enforcement and Inspection Employees, Student Summer-Time Employees, Supervisors as defined in the Illinois Public Labor Relations Act, as Amended, and all other employees of the District.
- 1.2 **DRIVING OF TRUCKS.** It is understood that one of the duties of any of the foregoing job classifications within the bargaining unit may be the driving of trucks.
- 1.3 **NEW CLASSIFICATIONS.** The employer shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature

performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of the Agreement. Parties agree to jointly petition the State Labor Relations Board for inclusion of the position in the bargaining unit.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this agreement or whose functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision (and the Union shall be free to challenge that decision) before the Illinois Public Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall negotiate as to the proper rate of pay for the classification with the District free to assign a temporary rate pending resolution on negotiations, Management may institute its rate, and the Union may file a grievance at Step 2 of the grievance procedure within five (5) business days of notification of Management's decision.

- 1.4 **GENDER.** When the contract so requires, the masculine gender shall include the feminine, the feminine shall include the masculine, the singular the plural, and the plural the singular.
- 1.5 **ABOLITION, MERGER, OR CHANGE OF JOB CLASSIFICATION.** If Employer elects to exercise its right(s) pursuant to Article 2, "Management Rights" of the contract, relative to the abolition, merger, or change of existing classifications, the Employer shall attempt to notify the union not less than thirty (30) days prior to the implementation of the said modifications and will engage in "impact bargaining" pursuant to its obligations under the Illinois Public Relations Act, i.e., 5 ILCS 315/4.

ARTICLE 2 **MANAGEMENT RIGHTS**

The parties understand and agree that the management of the District, the control of the premises, the direction of the working force are vested exclusively in the District and includes, but is not limited to, the following:

The right to select, hire, transfer, promote, suspend, discharge, assign, supervise and discipline employees for just cause; to determine and change starting times, quitting times, shifts, and the number of hours to be worked by employees; to determine staffing patterns, including, but not limited to, the assignment of employees as to numbers employed, duties to be performed, qualifications required, and areas worked; to make reasonable rules and regulations with respect to employees covered by this Agreement; to determine policies

and procedures with respect to the establishment, management, efficiency and conduct of its operations; to determine or change the methods and means by which its operations are to be carried on; to take actions within the law which may be necessary to carry out the mission of the District in situations of emergency (unexpected situation which requires prompt action); and to carry out all ordinary functions of management, whether or not exercised by the District prior to the execution of this Agreement, subject only to the provisions expressly specified in this Agreement.

ARTICLE 3

"NO STRIKE" PROVISIONS

- 3.1 **"NO STRIKE" PROVISION.** During the term of this Agreement, neither the Union nor its officers or agents shall, directly or indirectly, call, sanction, encourage, finance, condone, and/or assist in any way, nor shall any bargaining unit employee instigate or participate, directly or indirectly, in any strike, concerted withdrawal of services, slow-down, walk-out, work-stoppage, or other concerted interference with any operations of the District. Employees covered by this Agreement will not refuse to cross any picket line, which may at any time or for any reason be placed at the premises of the District for the purpose of reporting to work.
- 3.2 **NO LOCKOUT.** The District agrees that during the term of this Agreement, it will not lock out any of its bargaining unit employees.
- 3.3 **DISTRICT SANCTIONS.** Participation during the term of this Agreement in any strike, concerted withdrawal of services, slow-down, walk-out, work-stoppage, or other concerted interference with the operations of the District in violation of this Article shall be just cause for dismissal or other discipline by and in the sole discretion of the District of any or all employees participating therein.
- 3.4 **UNION RESPONSIBILITIES.** In the event of a violation of this Article, the Union shall promptly notify all employees covered by this Agreement that the strike, massive sick-call, concerted withdrawal of services, slow-down, walk-out, work-stoppage, or other concerted interferences with the operations of the District is prohibited by this Article and is not in any way sanctioned or approved by the Union. The Union shall immediately order all of its members covered by this Agreement to return to work at once.

ARTICLE 4

UNION SECURITY

- 4.1 **DUES CHECKOFF.** While this Agreement is in effect, the District will deduct from each union member's paycheck, the first pay period of each month, of the regular monthly Union dues for each employee in the bargaining unit for whom there is written notice, consistent with Public Act 101-0620. The amounts so deducted shall be forwarded by the District within twenty (20) calendar days of the

deduction to the appropriate officer of the Union, together with a list of names (and amounts) for whom deductions have been made. The actual amount deducted, as determined by the Union, shall be the same amount for each employee in order to ease the Employer's burden of administering this provision. If the employee has no earnings due for that pay period, the Union shall be responsible for collecting said dues. The Union may change the fixed, uniform dollar amount, which shall be considered the regular monthly dues, not more than once per year during the life of this Agreement. The Union will give the District thirty (30) days notice of any such change in the amount of uniform Union dues to be deducted.

The Employer shall honor employees' individually authorized dues deductions or revocations. The authorization shall remain in effect until revoked by the employee in writing, consistent with Public Act 101-0620.

The District also agrees to withhold voluntary P.E.O.P.L.E. deductions as directed, in writing, by the employee.

- 4.2 **UNION INDEMNIFICATION.** The Union shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the District in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the Employee any such amount and advise the Employee.
- 4.3 **UNION MEMBERSHIP RECORDS.** The union shall maintain accurate records of voluntary deductions which have been authorized by represented employees. The employer will not cease voluntary deductions from a member of the bargaining unit unless directed to do so by the employee.
- 4.4 **UNION BUSINESS.** Local Union representatives shall be allowed time off up to a maximum of ten calendar days per year cumulatively, five (5) days with pay and five (5) days without pay, for legitimate Union business such as Union meetings, state or areawide committee meetings, state or international conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the Employee's record.
- 4.5 **INFORMATION TO UNION.** Every month the Employer shall furnish the Union with information on all Bargaining Unit employees consistent with Public Act 101-0620. This must include name, address, job title, worksite location, work telephone numbers, identification number, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the employer. This will be provided in Excel spreadsheet form to the AFSCME Council 31 Business Office, as is current practice.

- 4.6 **UNION ORIENTATION.** Management shall notify the Union of all new employee hires into the unit. Within two weeks of the start date of each employee, the Union will be afforded an opportunity to provide Union orientation to all said employees consistent with Public Act 101-0620. District facilities shall be made available during or off working hours, provided the district schedules will not be disrupted. In any event, consistent with Public Act 101-0620, the orientation will be held during work time.
- 4.7 **UNION ACCESS AND MEMBER COMMUNICATION.** Nothing in this section prevents the Union from conducting worksite meetings or grievance processing consistent with Public Act 101-0620. The Union will provide advanced notice to the District in line with current practice. Though Public Act 101-0620 includes access to Employer mailboxes for communication purposes, mailboxes are not utilized by the District at this time.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

- 5.1 **PROCEDURE.** It is agreed between the parties that the procedure provided in this Article is fully adequate to settle fairly and expeditiously any differences which may arise during the term of this Agreement with respect to the meaning and application of the provisions of this Agreement. Should any such differences arise, they shall be processed in accordance with the following procedure, it being mutually agreed that an earnest effort shall be made by both parties, in the exercise of good faith, to settle such differences as quickly as possible pursuant to such procedure:

Step One: An employee and/or the Union shall file a grievance by reducing the grievance to writing on the standard grievance form within ten (10) days (exclusive of Saturdays, Sundays, or Holidays) after the occurrence. The grieving employee or a representative of the Union, with or without the employee (as the employee may elect), shall endeavor to adjust the grievance with the Department Supervisor. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which the District is alleged to have violated, and the relief requested. The Department Supervisor shall provide the employee with a written answer within five (5) days (exclusive of Saturdays, Sundays, or Holidays).

Step Two: If the grievance is not satisfactorily adjusted in Step One of this procedure, the employee and/or the Union may wish to advance the grievance to Step Two by referring it in writing to the District Manager or his designee within five (5) days (exclusive of Saturdays, Sundays, or Holidays) after the Step One written answer or date the answer was due. The District Manager or his designee and a Union Representative and/or the grievant shall discuss the grievance within

five (5) days (exclusive of Saturdays, Sundays, or Holidays). The District Manager or his designee shall provide the employee and/or the Union with a written answer within five (5) working days of the discussion (exclusive of Saturdays, Sundays, or Holidays).

Step Three: In the event the grievance is not resolved in Step Two, the Union shall have the right to submit the matter within thirty (30) days (exclusive of Saturdays, Sundays, or Holidays) to binding arbitration. The Union and the District (the parties) shall attempt to agree upon an arbitrator within five (5) days (exclusive of Saturdays, Sundays, or Holidays) after receipt of the request for arbitration. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the District and Union shall have the right to strike two (2) names from the panel. The party requesting binding arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the Arbitrator.

The Arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and District representatives.

The District and the Union shall have the right to request the Arbitrator to require the presence of witnesses or documents. The District and the Union retain the right to employ legal counsel. If an employee's presence is required to testify at the hearing during working hours, it shall be without loss of pay for such reasonable period of time as is needed to attend the hearing.

The Arbitrator shall submit his/her award in writing within forty (40) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

The fees and expenses of the Arbitrator shall be divided equally between the District and the Union, provided however, that each party shall be responsible for compensating its own representatives and witnesses who are not employees of the District. If either party desires a verbatim record of the proceeding, it may cause such record to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall pay one-half of the cost of such a record being made. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

- 5.2 **LIMITATIONS ON AUTHORITY OF ARBITRATOR.** The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or

misapplication of the specific provisions of the Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at this step and this step only. The Arbitrator shall have no authority to make a recommendation on any issue not so raised. The Arbitrator shall be without power to make a recommendation contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of the law. The Arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the District under law except insofar as such is limited by this Agreement. This decision of the Arbitrator shall be final and binding.

- 5.3 **TIME LIMITS.** If a grievance is not presented within the time limits set forth above, it shall be considered withdrawn. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

- 5.4 **EMPLOYEE COMPENSATION DURING ARBITRATION HEARINGS.** When necessary and after notification to his/her supervisor, grievances may be processed by the steward on paid time, but it shall be done in a manner as to minimize the amount of time required to be absent from his/her job. The grievant, one Union representative and all pertinent witnesses shall be given time off with pay to attend any arbitration hearing or grievance meeting if such is conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

- 5.5 **ADVANCED GRIEVANCE STEP FILING.** Certain issues, which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may, by mutual agreement, be filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate District representative at the step where it is desired to initiate the grievance.

ARTICLE 6

SENIORITY, TRANSFERS, AND PROMOTION

- 6.1 **SENIORITY AND PROBATIONARY PERIODS.** Seniority shall be defined as the length of continuous service with the District from the date of last hire, subject to the following limitations:

- (a) New Employees shall be hired on a probationary period of ONE YEAR. During this period, the District shall be the sole judge of the qualifications of such employees for retention in employment.
- (b) Upon satisfactory completion of the probation period, the District shall assign to each new employee a seniority date as of his date of last hire.
- (c) Seniority shall include employment with the District outside of this bargaining unit only for the purpose of computing wages and benefits and for completing original one year probationary period.
- (d) Employees shall receive a step increase to the next step upon satisfactory completion of twelve (12) months of creditable service.

6.2 **TERMINATION OF SENIORITY.** Seniority and the employment relationship shall be broken and terminated if an employee:

- (a) Quits.
- (b) Is discharged for just cause.
- (c) Is absent from work without having notified the District Manager and/or his representatives unless the employee was unable to provide notice of his absence for some justifiable reason.
- (d) Is laid off for more than 24 months.
- (e) Fails to report for work upon termination of authorized leave of absence unless there are circumstances beyond the employee's control that would prevent such reporting.
- (f) Retires.

6.3 **LAY-OFF PROVISIONS.** In case of a decrease in the working force, employees will be laid off in the following order:

- (a) Temporary and seasonal employees within the District.
- (b) Probationary employees in their original probationary period.
- (c) Bargaining unit employees regularly working less than forty hours per week.
- (d) In the event of further reductions in force, employees will be laid off from their affected job classification in accordance with their seniority. Seniority

shall prevail where employees are relatively equal in skill and ability to perform the work. Subject to the above, the employee(s) with the least seniority will be laid off first.

- (e) If the Employer elects to exercise its right(s) under Section 6.3 of Article 6, it shall notify the Union and the employee not less than 14 days prior to the implementation of the layoff, and will engage in "impact bargaining" pursuant to its obligations under the Illinois Public Labor Relations Act, i.e., 5 ILCS 315/4.

An employee who would be subject to layoff shall be permitted to displace a less senior employee in an equal or lower rated classification provided the bumping employee has the skill and ability to perform the work.

Employees who are laid off shall be placed on a recall list for a period of two years. If there is a recall, or when the workforce in this bargaining unit is again increased, employees who are still on the list shall be recalled in the reverse order of their lay off. Said employees shall return to their original position in seniority.

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the District Manager or his designee of his intention to return to work within three days after receiving notice of recall. An employee's failure to return to work within three days shall constitute a waiver of the employee's subsequent rights to recall. The three-day limit may be extended by mutual agreement between the District and the Union. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the District Manager or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

6.4 **VACANCIES**

General: Employees shall be offered the opportunity to fill any job vacancy that may occur within the bargaining unit. Where such a vacancy occurs, the job shall be posted on the employees' bulletin board for a period of not less than five (5) days, exclusive of Saturdays, Sundays, or Holidays. Any employee may make an application for a vacant job by submitting his bid in writing to the Human Resources Department. At the end of the posting period, the job vacancy shall be filled from among those employees making application by awarding such job to the senior applicant who satisfactorily passes any applicable written test meets the required qualifications and possesses the skill and ability to perform the work. Thereafter, from the date of the award, the successful bidder shall be accorded forty-five (45) days within which to satisfactorily demonstrate his skill and ability

to perform the work with respect to his new job. If at any time within this period, the successful bidder fails to perform his work in a reasonably satisfactory manner, he may be removed from such job by the District and restored to his prior position and shift. In addition, the successful bidder has the right to return to his previous position within five (5) days of starting the new job.

Any union employee transferring between departments shall be placed at their equivalent step in the new department if they meet the qualifications for that level. If the employee has the years of service but does not meet the other qualifications for that step level, they will be moved down to the appropriate step that they are qualified for until such time as they complete the requirements to advance. Once they have completed the requirements to advance, they will move up one step per year of service in that department in accordance with Section 8.2.

Operations Vacancies: Vacancies will be filled based on operations department seniority. The most senior applicant qualified under Section 380.715 of the IEPA Regulations who holds a class 3 or higher license, and passes the Operator test, will be awarded the Operator position. If no applicant with a class 3 license is selected, then the most senior applicant with a class 4 license who passes the Operator test will be awarded the position.

If no licensed applicant is selected, a Maintenance Technician who qualifies under Section 380.715 b (1) and (2) may obtain 3 months Operations experience on a temporary transfer basis after which, he or she must pass the Class 4 exam within 3 months after qualifying under Section 380.715 of the act. Failure to pass will result in return to prior position.

If no qualified employee is selected, the District will fill the vacancy with a new hire.

Field operations maintenance mechanic 1s are not required to complete six months in Plant Operations.

- 6.5 **VACANCIES FILLED BY NON-BARGAINING UNIT MEMBERS.** If it is determined by the District that no suitable applicant has applied for a posted job, the District may select an employee from outside the bargaining unit to fill the vacancy. In the event that a question concerning the qualifications of any job applicant is raised in connection with making application for a job vacancy, such question shall be referred to the District Manager. The District retains sole discretion in the hiring of all employees. The District shall place the new employee on the appropriate union wage scale commensurate with the employee's experience and certifications; however, any new employee shall be placed on the corresponding wage scale in Section 8.3 at Step 5 or lower. If the successful applicant was an employee of the District from outside the bargaining unit, the employee shall have a period of thirty (30) days in which to elect to return to his former position voluntarily or to be returned thereto by the Employer for failure to demonstrate satisfactory job performance.

6.6 **AWARD OF JOB NOTIFICATION.** Awards of appointment to vacant jobs shall be made in writing by the District Manager and/or his representatives and posted on the employees' bulletin board. Applicants who do not receive an appointment shall, upon request, be notified in writing by the District Manager and/or his representatives why their bid was not accepted.

6.7 **SUMMER PERSONNEL, EDUCATIONAL INTERN, AND SUPERVISORY PERSONNEL WORK RESTRICTIONS.** Summer personnel and educational interns shall not repair equipment, such as trucks, tractors, snow removal equipment, lawn care equipment, backhoes, end loaders, etc. Summer personnel and educational interns shall only be allowed to operate and utilize lawn care equipment, pick-up trucks, and vans as needed to carry out their duties in lawn maintenance and/or to assist bargaining unit personnel. The use of summer personnel shall not exceed the time frame beginning May 1st. through Labor Day.

In the absence of an emergency, supervisors and foremen shall not be regularly assigned to perform work duties performed by bargaining unit personnel other than to train new hires. Moreover, supervisors and foremen may not perform work performed by bargaining unit personnel where the performance of such work will directly cause the loss of a bargaining unit position or pay or regularly scheduled hours of work where the supervisor or foreman works more than four (4) hours or more in any two week pay period.

Supervisors and foremen may only assist in performing non-supervisory work during emergencies so long as it does not erode bargaining unit work. Supervisors and foremen may fill in for absent employees to perform work only resulting from emergencies, so long as no employee is laid off as a result. Supervisors shall not be assigned to work overtime or on call-ins in preference to bargaining unit employees available and qualified to perform the work. However, Supervisors and foremen may assist in the performance of non-supervisory work to the extent their supervisory duties permit (i.e. to instruct bargaining unit employees and experiment with plant operations).

6.8 **TRANSFER OR PROMOTION TO NON-BARGAINING UNIT POSITION.** In the event a bargaining unit member of the Union is offered the opportunity to fill a job vacancy or position with the District's non-bargaining unit staff, the employee may reserve the right to return to his previous position within the bargaining unit within thirty (30) days with no loss of seniority or other benefits. Extension of time herein may be granted if approved one (1) week in advance of 30 day expiration date and mutually agreed upon in writing.

ARTICLE 7 **HOURS OF WORK AND OVERTIME**

- 7.1 **SHIFTS.** The daily starting time for each shift shall be as follows: First Shift: 8:00 A.M., Second Shift: 4:00 P.M., Third Shift: 12:00 Midnight. Each employee must punch in his/her own time card at the beginning of his/her workday and each employee must punch out his/her own time card at the end of his workday.

Maintenance Technicians and Field Operations Technicians hours are 7:00 A.M. to 3:00 P.M. (The 7:00 A.M. Hour shall not be eligible for 3rd shift premium for these individuals).

One (1) fifteen minute rest period and a forty-five (45) minute lunch period.

- 7.2 **NORMAL WORKDAY.** The normal workday for employees shall consist of eight (8) hours. The hours of work shall include a 45-minute lunch period, provided that such employees work at least four (4) hours during their shift. Employees shall be accorded a fifteen (15) minute rest period in each four (4) hour period worked. Such a rest period shall not be deducted from an employee's wages.

- 7.3 **NORMAL WORK WEEK.** The normal work week for employees shall consist of forty (40) prescheduled hours, from Monday through Sunday, and nothing in this Agreement shall be construed as a guarantee of hours of work per week, although employees shall be guaranteed eight (8) hours of work in any regularly scheduled work day once work is commenced, except that such guarantee shall not apply where an employee voluntarily fails to complete eight (8) hours of work. The employer, if possible, will provide swing shift employees with at least 14 days' advance notice of the scheduled hours for the week. However, the District reserves the right to change such hours, without providing notice, if necessary, with the approval of supervisor. If such change should cause an employee to work sixteen (16) consecutive hours, that employee shall receive eight (8) hours pay at time and one half his regular hourly pay. Nothing in this agreement shall be construed to require the payment of overtime more than once for the same hours worked.

- 7.4 **OVERTIME PAY.** Employees shall be paid at the rate of time and one half only for work in excess of the employee's regularly scheduled eight (8) hours in one workday, or forty (40) hours in any workweek. Paid sick time, supported by physician's certificate/ approved documentation, personal days, vacation days, and holidays will be included in overtime compensation.

- 7.5 **CALL IN AND FILL IN PAY.** Any employee who is called in to work by the District Manager and/or his representatives on Sundays, holidays, or on his regularly scheduled day off, or any employee who is required to work overtime on any work day when the hours to be worked are not continuous to his regular schedule, shall receive a minimum guarantee of not less than two (2) hours of pay at time and one half even though less than two (2) hours are worked. If the employee has been called back to take care of an emergency (unexpected situation which requires prompt action), the employer shall not require the employee to work for the entire two-hour period by assigning the employee extra non-essential work.

The call-in list for emergency overtime shall be comprised of Field and Lift Station Maintenance employees.

- 7.6 **OVERTIME SIGN-UP PROVISION.** In all departments, overtime shall be distributed as equally as possible by seniority giving equalization to number of hours worked. Any employee who has accepted overtime and is approved by the District to work that particular shift and refuses shall be credited the hours as if he/she worked and shall not be eligible to work overtime for a period of one (1) month. The overtime list for all departments shall be on a continuous cycle. Opportunities to work overtime shall be distributed as evenly as practical among those employees who are qualified to perform the specified overtime work required. An employee on vacation of one week or longer or who is on workers compensation is not eligible for overtime and shall not be subject to call in for overtime, or have the hours credited as if they worked. However, employees on less than one week vacation inform their supervisor in writing if they are available to work on weekend days adjacent to their scheduled time off. If the employee indicates they are not available, they will be considered ineligible for overtime on those weekend days. For any unscheduled overtime, if no employee accepted the overtime, the District will endeavor to split the vacant shift four (4) hours to an employee on duty on the preceding shift and four (4) hours to an employee on the succeeding shift provided each employee is qualified to perform the required job. If the District is not able to do so, then the least senior person already on shift shall work the entire eight (8) hours. For all scheduled overtime, the Employer shall attempt to give employees three (3) days advance notice of impending overtime. In the Operations Department when filling scheduled overtime, the soonest overtime opportunity will be filled first. Subsequent overtime shifts will be filled in continued chronological order. In all specialized areas, hours will be equalized as close as possible to general.
- 7.7 **OVERTIME SIGN-UP PROVISION - WORK RESTRICTIONS.** Covered employees who are subject to work restrictions authorized by a treating physician, due to a job-related injury, are ineligible for overtime except for unusual operating circumstances and requirements as determined solely by the District on a case by case basis. The decision of the District to offer overtime to covered employees with the aforementioned restriction(s) is expressly non-grievable by the Union and/or employee under Article 5 of the Agreement.
- 7.8 **COMPLETION OF WORK IN PROGRESS.** Employees assigned to a job during regular hours, who believe the job will extend into overtime, shall notify management of such belief as soon as possible. Management shall then determine whether overtime is authorized to complete the work in progress. The employee(s) assigned to the work in progress may continue beyond their regular quitting time only to the extent authorized in advance by management.
- 7.9 **INELIGIBILITY FOR OVERTIME.** When an employee has been suspended for one (1) day, the employee is not eligible to work overtime for a thirty (30) day period. Each additional day of suspension will require ten (10) additional days of

ineligibility to work overtime. During the ineligibility period the number of hours the employee could have worked will be added to the employee's total number of overtime hours worked. An employee serving a Last Chance Agreement is ineligible for overtime as long as the Last Chance Agreement is in effect.

Employees serving their probationary period will not be allowed overtime for the first 6 months, unless there is an emergency.

- 7.10 **ELECTRICAL DEPARTMENT ON-CALL.** Bargaining unit employees in the electrical department will be offered voluntary on-call hours on a per-week basis. Eligible employees must possess a valid electrical journeyman card. Employees will be compensated at a rate of the employee's choosing: either 8 hours (1 day) of normal wage paid or 8 hours compensatory time for each week (7 days) on-call. The District shall compensate the on-call employee a bonus of \$100.00 per actual day of District observed holiday (not the day off if it falls on a different day from the actual holiday) when on-call. Members from the electrical team will be on-call Monday through Sunday. Compensatory time accumulated during each calendar year must be used by the end of the first pay period of the following calendar year. Compensatory time shall not be used before it is earned. If called in for an emergency, the two-hour minimum of overtime pay (time and one-half) their regular rate would apply.

- 7.11 **NO PYRAMIDING.** There shall be no duplication or pyramiding of overtime or premium payments (i.e. license bonuses, shift differential, holiday pay, etc.).

ARTICLE 8

JOB CLASSIFICATIONS AND RATES OF PAY

- 8.1 The rates of pay for each classification are denoted in Article 8.3 who are employed within the bargaining unit on the effective date of this Agreement with such progression in steps and shift differential as shown. Shift differential shall apply to both Maintenance and Operations.

8.2 **ELIGIBILITY FOR STEP INCREASE**

Employees shall receive a step increase to the next higher step upon satisfactory completion of twelve (12) months of creditable service. Employees shall not receive more than 1 step increase per calendar year and the increase shall be effective on their respective hire dates.

8.3 **RATES OF PAY (Hourly)**

Effective September 16, 2024, the following wage scales shall be in effect:

8.3.1 Electrician Wage Scale

Electrician Scale	Time	Rate
Step 1 – Apprentice	Start of Year 1 in Electrical Department and attending school	\$31.28
Step 2 -- Apprentice	Start of Year 2 in Electrical Department at Earliest and attending school	\$33.76
Step 3 – Apprentice	Start of Year 3 in Electrical Department at Earliest and attending school	\$36.24
Step 4 – Apprentice	Start of Year 4 in Electrical Department at Earliest and attending school	\$38.73
Step 5 – Journeyman	Start of Year 5 in Electrical Department at Earliest	\$41.74
Step 6 -- Journeyman	Start of Year 6 in Electrical Department at Earliest	\$44.19
Step 7 – Journeyman	Start of Year 7 in Electrical Department at Earliest	\$46.67
Step 8 – Journeyman	Start of Year 8 in Electrical Department at Earliest	\$50.15

Electrical apprentices must attend and maintain good standing in the ABC training program. Another program may be approved by Management upon the Bargaining Unit's request. A valid Journeyman's card is required for Steps 5 through 8 and the card's stipend is built into the step structure above. Journeymen must keep their license current and complete annual continuing education requirements. District will pay for relevant continuing education with Management's approval.

8.3.2 Wastewater Treatment Plant Maintenance Mechanical Technician and Field Operations Maintenance Mechanical Technician

Mechanical Technician Scale	Title	Rate
Step 1 – Start of Year 1	Plant or Field Maintenance Technician I	\$24.00
Step 2 – Start of Year 2 at Earliest	"	\$25.50
Step 3 – Start of Year 3 at Earliest	"	\$27.50
Step 4 – Start of Year 4 at Earliest	"	\$29.75
Step 5 – Start of Year 5 at Earliest	"	\$32.00
Step 6 – Start of Year 6 at Earliest	Plant or Field Maintenance Technician II	\$34.75
Step 7 – Start of Year 7 at Earliest	"	\$37.50
Step 8 – Start of Year 8 at Earliest	"	\$39.25
Step 9 – Start of Year 9 at Earliest	"	\$42.00

Start of Year 10 at Earliest	Senior Plant or Field Maintenance Technician	\$44.00
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To be promoted from a Technician I to a Technician II, the following criteria must be met:

Field Maintenance Technician I to Field Maintenance Technician II:

- Complete a minimum of 5 years of full-time service; AND
- Pass a minimum of 5 mechanical-related or wastewater-related courses from the District's approved Education Program list -OR- possess a labor-related associates degree from an accredited college program; AND
- Pass District's written and hands-on practical mechanics exam; AND
- Obtain an Illinois EPA wastewater collection system license; AND
- Obtain and maintain a class A CDL with a tanker endorsement.

Plant Maintenance Technician I to Plant Maintenance Technician II:

- Complete a minimum of 5 years of full-time service; AND
- Complete 6 months in Operations; AND
- Pass a minimum of 5 mechanical-related or wastewater-related courses -OR- possess a labor-related associates degree from an accredited college program; AND
- Pass District's written and hands-on practical mechanics exam.

A Senior Maintenance Technician position will be offered to qualified employees at the discretion of the management committee, which will be comprised of the District Manager, Plant Manager, Field Operations or Maintenance Supervisor, and the Department Foremen, or the equivalent Maintenance management personnel.

Should any field maintenance technician, regardless of the classification listed above, lose their class A CDL, the employee shall be granted a 60-day grace period to get said license(s) reinstated. After the grace period, the employee will revert back the applicable year's Step 5 wage until such time as the license(s) is/are reinstated.

8.3.3 Wastewater Operations Technician

Operations Technician Scale	Title	2024-2025 Rate
Step 1 – Start of Year 1	Operations Technician I	\$24.00
Step 2 – Start of Year 2 at Earliest	“	\$25.50
Step 3 – Start of Year 3 at Earliest	“	\$27.50; Must possess and maintain an Illinois EPA Class 4 wastewater license or higher.
Step 4 – Start of Year 4 at Earliest	“	\$29.75; Must possess and maintain an Illinois EPA Class 4 wastewater license or higher.

Step 5 – Start of Year 5 at Earliest	“	\$32.00; Must possess and maintain an Illinois EPA Class 4 wastewater license or higher.
Step 6 – Start of Year 6 at Earliest	Operations Technician II	\$34.75; Must possess and maintain Illinois EPA Class 3 wastewater license or higher.
Step 7 – Start of Year 7 at Earliest	“	\$37.50; Must possess and maintain Illinois EPA Class 3 wastewater license or higher.
Step 8 – Start of Year 8 at Earliest	“	\$39.25; Must possess and maintain Illinois EPA Class 3 wastewater license or higher.
Step 9 – Start of Year 9 at Earliest	“	\$42.00; Must possess and maintain Illinois EPA Class 3 wastewater license or higher.
Step 10 – Start of Year 10 at Earliest	Senior Operations Technician	\$44.00 for Class 2 license or Class 1 license. Must possess and maintain an Illinois EPA Class 2 or 1 wastewater license.

Should any Operations Technician I lose their Illinois EPA Wastewater Class 4 license, the employee will revert back the Step 2 wage until such time as the license(s) is/are reinstated. Should any Operations Technician II lose their Illinois EPA Wastewater Class 3 license, the employee will revert back the Step 5 wage until such time as the license(s) is/are reinstated. Should any Senior Operations Technician lose their Illinois EPA Wastewater Class 2 or 1 license, the employee will revert back the Step 9 wage until such time as the license(s) is/are reinstated.

Existing operations personnel shall have a grace period until 03/01/2026 to obtain or reinstate their license to maintain their current wage rate. This provision shall be removed at the time of this contract's expiration.

Operations Technician I to Operations Technician II:

- Complete a minimum of 5 years of full-time service; AND
- Complete 6 months in Maintenance; AND
- Must complete and pass Volume 1 and Volume 2, Sacramento State Wastewater Courses; AND
- Complete and maintain a class 3 or higher Illinois EPA wastewater license

Operations Technician II to Senior Operations Technician:

- Complete a minimum 9 years of full-time service at the District
- Complete and maintain a class 2 or higher Illinois EPA wastewater license

8.4 ANNUAL WAGE INCREASES

Each subsequent June 1st, the wage rates for bargaining unit employees shall be increased as follows:

- June 1, 2025—\$1.25/hour
- June 1, 2026—\$1.25/hour
- June 1, 2027 -- \$1.25/hour
- June 1, 2028 -- \$1.25/hour

8.5 **PAYDAY.** Employees shall be paid on a biweekly basis in accordance with the District's outside payroll vendor's schedule. Generally, the paychecks will be available via direct deposit to the employee's bank account every other Friday.

8.6 **SATURDAY AND SUNDAY BONUS PAY.** All employees who are regularly assigned and scheduled to work on Saturday shall be paid a bonus of \$20.00 for each Saturday wherein such employees work a full shift of eight (8) or more hours. All employees who are regularly assigned and scheduled to work on Sunday shall be paid a bonus of \$30.00 for each Sunday wherein such employees work a full shift of eight (8) or more hours. Such bonus shall not be considered in the computation of any overtime pay to which such employees may otherwise be entitled. Employees not regularly scheduled to work Sunday, but who are called in by the District, shall receive the Sunday bonus pay of \$30.00 in addition to their overtime pay to which such employee may be entitled. If an employee works a double shift on Saturday or Sunday, they will receive an additional bonus of \$20 for Saturday or \$30 for Sunday.

8.7 **OPERATORS LICENSES AND ACHIEVEMENT AWARDS.**

Upon attaining qualifying licensure, employees will receive a license differential to base rate (shown in Section 8.3.3 pay scales table) as follows for the Operations Department:

- Class 4 license = \$0.50/hr.
- Class 3 license = \$0.75/hr.
- Class 2 license = \$1.00/hr.
- Class 1 license = \$1.25/hr.

License differential shall be paid starting at the date the employee's license becomes active with the Illinois EPA. Movement through the step schedule will be based on years of service even if an employee obtains a higher level of licensure than required at the employee's step. No compounding on license differential.

Any bargaining unit member outside the Operations Department that obtains and maintains an Illinois EPA wastewater license shall be entitled to the Class 3 stipend with the minimum years of District service required or Class 4 stipend.

8.8 **SHIFT DIFFERENTIALS**

Second shift differential will be paid an additional \$2.25/hr. (when applicable).

Third shift differential will be paid an additional \$3.25/hr. (when applicable).

- 8.9 **MAINTENANCE ACHIEVEMENT AWARDS** Upon attaining qualifying licensure, employees will receive a license differential to base rate as follows for the Field Operations Technicians and Maintenance Technicians:
Class A CDL = \$0.50/hr.
Collection system Operator's License - \$0.20 /hr.
- 8.10 **TIME OFF PAY FOR TESTING AND TRAINING.** Each employee may be entitled to up to a total of sixteen (16) hours of time at their regular rate of pay for time taken off to obtain a Wastewater License per license class level per calendar year.

ARTICLE 9 **HOLIDAYS**

- 9.1 **HOLIDAY PAY.** Employees eligible for holiday pay shall receive eight (8) hours pay at their regular straight-time hourly rate of pay for the following holidays when not worked.

New Year's Eve Day	Thanksgiving Day
New Year's Day	The Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	
Four (4) Floating Holidays each calendar year.	

For the purpose of calculating holiday pay only, the workday starts at 12:00 AM and ends at 11:59 PM.

Holidays shall be put up for bid if the regularly scheduled employees desire not to work. If no one bids for the holiday in question, the regularly scheduled employee will be required to work said holiday regardless of seniority. The District will complete the bidding procedure for working holidays not less than three (3) calendar days prior to the holiday.

Operations employees shall be paid holiday pay for time worked on the actual day of the holiday, including all time worked on two (2) consecutive shifts.

- 9.2 **HOLIDAY PAY ELIGIBILITY.** In order to be eligible for holiday pay, an employee must be on the active payroll of the District, and have worked his full regularly scheduled workday before and after the holiday and/or holidays, unless unable to work because of illness or injury supported by physician certificate, or excused in writing by the District.
- 9.3 **HOLIDAYS FALLING ON WEEKENDS – MAINTENANCE AND FIELD OPERATIONS.** Whenever any of the holidays listed above shall fall on Saturday, such holiday shall be observed on the previous Friday. Whenever any of the holidays

listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Holidays will be observed as per this Agreement and listed under Article 9.1. Maintenance and Field Operations employees shall be paid holiday pay for time worked on the observed holiday, including all time worked on two (2) consecutive shifts.

- 9.4 **FLOATING HOLIDAY.** Requests to use a floating holiday shall require a minimum of two (2) days advance notice. Such requests shall not be unreasonably denied.
- 9.5 **HOLIDAY PAY RATES.** Any employee required to work on any of the above-named holidays or days observed as such, shall receive in addition to his regular day's pay,. An employee required to work two (2) shifts on a holiday as calculated in Section 9.1 shall receive eight (8) hours holiday pay for each shift in addition to time and one-half for all hours worked.
- 9.6 **HOLIDAYS OCCURRING DURING A VACATION PERIOD.** Whenever a holiday occurs within a vacation period of an employee, such employee shall receive an additional eight (8) hours of straight-time pay or an additional day off, over and above his vacation days, whichever arrangement is mutually agreed upon by the District and the employee.
- 9.7 **HOLIDAY REPLACEMENT WORKERS.** Once the Employer has assigned replacement(s) to cover for an employee who has requested a floating holiday, personal day or holiday, that employee must take the time off as scheduled, unless mutually agreed to otherwise by both employees.

ARTICLE 10 **VACATIONS**

- 10.1 **VACATION ACCRUAL RATES.** All regular full-time employees who have been employed by the District for at least twelve (12) months, computed from their last date of hire, who have at least fifteen hundred (1500) regular hours and/or worker's compensation hours in such months, and who are otherwise eligible, shall be entitled to a vacation with pay as follows:
- A. An employee who has been laid off, has been off due to personal illness or injury and has collected disability benefits, or has taken a leave of absence will be credited with a prorated vacation based on the number of months actually worked.
 - B. An employee who has completed one (1) year, but less than five (5) years of service with the District, shall be entitled to two (2) weeks' vacation with eighty (80) hours pay computed at the current regular rate as defined in this Agreement.
 - C. An employee who has completed five (5) years but less than twelve (12) years of service with the District shall be entitled to three (3) weeks' vacation with one

hundred twenty (120) hours of pay computed at the current regular rate as defined in this Agreement.

- D. An employee who has completed twelve (12) years but less than eighteen (18) years of service with the District, shall be entitled to four (4) weeks' vacation with one hundred sixty (160) hours pay computed at the current regular rate as defined in this Agreement.
- E. An employee who has completed eighteen (18) years of service with the District shall be entitled to five (5) weeks' vacation with two hundred (200) hours pay computed at the current regular rate as defined in this Agreement.
- F. Add one (1) additional vacation day after twenty (20) years of service and one (1) day for each five (5) years of service thereafter.

10.2 **GRANTING OF VACATION.** Beginning November 30th of each calendar year, employees in each individual department will be granted their vacation preference for the next year based upon their seniority and a rotating selection system. Senior employee will be granted their first preference and then rotate to the bottom of the list as the next senior employee makes their selection. The rotation will continue until all vacation requests have been exhausted for all employees.

Employees who file their preference by November 30th of the proceeding year shall be notified of the vacation schedule by the posting of the schedules in the employee lunchroom by December 31st of that same year. Employees who have moved to a different department maintain their previously approved vacation time.

An employee who has completed one (1) year of employment and accrued two (2) weeks or more earned vacation will be allowed to split one week of the vacation. An employee that has completed five (5) years employment and accrued three (3) weeks or more earned vacation, will be allowed to split two weeks of vacation.

Maintenance Department vacations will be permitted as scheduled except in cases of emergency, provided seven (7) days advance notice has been given and not more than five (5) employees are off at any one time.

Operations Department vacations will be permitted as scheduled except in cases of emergency, provided seven (7) days advance notice has been given for 2 or less days. One (1) or more employee(s) per shift may be off at any given time, subject to the operating needs of the department.

Electrical Department vacations will be permitted as scheduled except in cases of emergency, provided seven (7) days advance notice has been given and there are minimum of two (2) bargaining unit members from the electrical department on shift.

- 10.3 **VACATION SCHEDULING AND CARRY OVER.** All employees shall take their vacation on a calendar year basis after it has been earned. Vacation time may not be accumulated or postponed from one vacation year to the next, except that if an employee is prevented from taking his vacation during the vacation year because of emergency, the District will nonetheless pay such employee for his vacation.
- 10.4 **VACATION PAYMENT DATE.** An employee will be paid his vacation pay on his regular pay day following the onset of his vacation unless application for payment of such pay is made at least ten (10) days before taking his scheduled vacation.
- 10.5 **VACATION PAY FOLLOWING LAY OFF OR DISCHARGE.** An employee who is laid off or discharged after completion of at least twelve (12) months of continuous employment from his last date of hire shall be paid his regular vacation pay, if earned and otherwise eligible hereunder. In addition, such laid off or discharged employee shall be paid a pro-rata vacation allowance, if earned and otherwise eligible hereunder, for each additional month worked.
- 10.6 **VACATION PAYMENT DATE DURING SICK LEAVE OR RECEIVING WORKER'S COMPENSATION.** An employee on sick leave or Worker's Compensation shall receive vacation pay for the time accrued upon his regularly established pay day.
- 10.7 **VACATION REPLACEMENT WORKERS.** Once the Employer has assigned replacement(s) to cover for an employee who has requested vacation time, that employee must take the time off as scheduled, unless mutually agreed to otherwise by all parties involved.

ARTICLE 11

SICK LEAVE AND JOB RELATED INJURIES

- 11.1 **SICK LEAVE ACCRUAL.** An Employee that has worked thirty (30) days shall thereafter be allowed to accrue one (1) sick day for each month of continuous employment. Continuous employment shall mean the employee's attendance for at least seventy-five percent of the work days in any month and any unused portion of such sick leave may be accumulated according to Section 11.5.
- Sick leave may be used for illness, disability, or injury of the employee, or the illness, disability, or injury of a member of the employee's immediate family with the understanding the employee has accumulated sick leave.
- 11.2 **SICK LEAVE PAYMENT DATE.** An employee on sick leave or Worker's Compensation shall receive sick leave benefits for the time accrued upon his regularly established pay day.
- 11.3 **USE OF SICK LEAVE.** After illness, the number of days paid shall be charged against the sick days accumulated by the employee and, thereafter, one (1) day credit

for each succeeding month of continuous service shall again be credited to the employee according to Section 11.5.

11.4 **PERSONAL DAYS**. The employee can use 40 sick hours per year as personal hours off. A two (2) day advance request is required unless otherwise approved by management. Personal hours off not used during the year will accumulate as sick hours.

11.5 **SICK LEAVE BUY BACK** The District encourages employees not to use sick days indiscriminately. Sick days not used will be allowed to accumulate. When an employee has accumulated more than 24 sick days, he will receive a separate payment in addition to his regular paycheck no later than the first full pay period in December each year. The payment will be made at one hundred percent (100%) of the current base wage for the days accumulated over 24 days. Employees will be given the option of accumulating up to fifty (50) days with the understanding that the days accumulated between 25 and 50 will be paid out at one hundred percent (100%). The maximum annual payment possible is one hundred percent (100%) of twelve (12) accumulated sick leave days.

All employees, during the term of this agreement, may elect to forego the above annual cash-in options, and accumulate up to an additional thirty-six (36) sick days useable only as sick days and not subject to any annual cash-in option. This election shall in no way affect such days frozen for severance pay at 100%.

All employees, upon retirement, shall receive for all unused or otherwise uncompensated accumulated sick days to extend their pension service period under the rules of the Illinois Municipal Retirement Fund.

An employee discharged for cause will not be entitled to severance pay as provided in this paragraph unless said employee has accumulated a minimum of twelve (12) days of available sick leave. In no case will an employee be entitled to severance pay as provided in this paragraph, regardless of accumulated sick days, if termination is due to:

- A. Theft of District Property.
- B. Consumption of alcoholic beverages on plant property or being under the influence of alcohol during working hours.
- C. Being under the influence of or in possession of illegal controlled substances during working hours.

11.6 **EXTENDED SICK LEAVE**. An employee who is absent on sick leave after three (3) consecutive days or more shall furnish the District with a doctor's report as proof of such sickness upon request.

11.7 **EFFECTIVE DATE OF ACCUMULATED SICK LEAVE.** Each employee shall be given credit for his accumulated sick leave at the effective date of this Agreement to apply toward the provisions above set forth.

11.8 **WORKER'S COMPENSATION.** In case an employee shall be injured in the course of his employment, the District shall pay to the injured employee his full salary for a period not to exceed seven (7) calendar days without deducting time from the employee's sick leave.

A. During the said seven (7) day period, any weekly indemnity payment made to the insured employee under the Worker's Compensation Act shall be paid over by him to the District, and the District shall deposit such payment to its funds.

B. Upon completion of the said seven (7) day period, the employee shall have the right to retain any further Worker's Compensation checks due him and may, when appropriate, file for disability benefits under the Illinois Municipal Retirement Fund.

C. Upon returning from Worker's Compensation leaves of less than six (6) months, employees shall be returned to their former position and shift provided the employee is capable of performing the work required. The aforementioned six (6) month time frame may be extended to a maximum of nine (9) months at the sole discretion of the District Manager based on extenuating circumstances.

11.9 **ABUSE OF SICK LEAVE.** Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline up to and including discharge for a repeated occurrence.

11.10 **MEDICAL LEAVE.** Employees who have exhausted their accumulated sick leave days but are unable to report to or back to work because of a start or continuance of illness, injury or pregnancy related disabilities, may receive a disability leave without pay. To qualify for such leave, the employee must report the disability as soon as the need for such leave becomes known, and thereafter furnish to the District Manager or designee a physician's written statement of the nature of the disability and the estimated length of time that the employee will be unavailable for work, together with a written application for such leave. Such leaves will ordinarily be granted for one (1) month periods and may be reviewed upon the written request of the employee for additional periods of up to one (1) month each, at the District's discretion; however, such requests shall not be arbitrarily denied and the total shall not exceed one (1) year.

Before returning from a leave of absence for disability, or at thirty (30) day intervals during such leave, the employee may be required, at the District's discretion and expense, to have a physical examination by a doctor designated by the District to determine the employee's capacity to perform assigned work or to verify the need to

continue such leave. Written verification of continued disability shall be provided at the employee's expense at thirty (30) day intervals if the District has substantial reason for requesting such. Employee(s) shall notify their supervisor of their availability to return to work at least five (5) working days prior to the expiration of the leave as granted or extended. Any employee exercising leave rights under this provision shall maintain and continue to accrue seniority for job placement, but not fringe benefits, while on such leave.

As a condition to such leave being granted for a period longer than 180 days, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which he/she has been employed. Upon returning from sick leave, provided the employee is physically capable of performing the work required, the employee shall be returned to the former position and shift.

11.11 **DISABILITY PAY.** Fourteen calendar day waiting period then \$600.00 per week for up to a maximum of 52 weeks.

11.12 **PARENTAL LEAVE -** An employee with one or more years of seniority shall be granted six (6) days leave of absence with pay plus the option to use up to four (4) days of accumulated sick time without a doctor's excuse during the birth or adoption of a child. These days shall be used consecutively.

ARTICLE 12 **BEREAVEMENT LEAVE**

The parties will follow the Illinois Family Bereavement Leave Act (FBLA). FBLA leave time may be used to attend the funeral or alternative to a funeral of a covered family member, make arrangements necessitated by the death, or to grieve. FBLA leave must be completed within 60 days after the date the employee receives notice of the event.

In addition, in the event of the death of an employee's spouse, child, or stepchild, the employee will be granted up to five work days leave of absence with full pay to attend to bereavement matters. In the event of death in the immediate family of an employee's (, parent, brother, sister, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or step-parent,), the employee will be granted up to three work days leave of absence with full pay to attend to bereavement matters. In the event of the death of an aunt, uncle, niece, or nephew, an employee shall be granted one work day with pay to attend to bereavement matters. Employees may take additional unpaid leave, or substitute available paid leave, to a maximum of ten (10) days in total, in accordance with the Illinois Family Bereavement Leave Act. Additional days off without pay may be granted depending on the circumstances documented in writing and approved by the Department Head.

ARTICLE 13

VETERANS

The parties will follow the Illinois Service Member Employment and Reemployment Rights Act (ISERRA).

13.1 **ACTIVE DUTY**. Any employee who is conscripted into or who enlists in the Armed Forces of the United States shall, upon his honorable discharge, be immediately re-employed by the District without loss of seniority, provided such employee is in good physical condition. The parties to this Agreement agree to observe all Federal statutes affecting returning veterans. Should any dispute arise under this Article, such dispute shall be referred to the District Manager and/or his representatives, and a representative of the Union. In the event that such dispute cannot be resolved by them, either party may enter the dispute into the second step of the grievance and arbitration procedure provided for in this Agreement.

13.2 **RESERVE DUTY**. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard, or the Illinois Navy Militia shall be allowed annual leave without loss of seniority of such period as is required to fulfill his/her reserve obligation and shall receive his/her regular salary for such time as is served to a maximum of sixty (60) days. Any pay received by the employee for the aforementioned 60-day period shall be assigned over to the Employer by the employee. Such leaves will be granted without loss of seniority or other accrued benefits. If military pay exceeds the employee's earnings for the period, the Employer shall return the difference to the employee.

13.3 **ACTIVATED RESERVE DUTY**. Any full-time employee who is a member of such a reserve unit who is activated for a period beyond sixty (60) days shall be placed on unpaid leave and re-employed as set forth in Section (A) of this Article.

ARTICLE 14

SAFETY

14.1 **GENERAL EQUIPMENT**. No employee shall be compelled to use any equipment that is not mechanically sound and properly equipped to conform with all applicable city, state, and federal regulations.

14.2 **SAFETY COMMITTEE**. A safety advisory committee made up of three members from the bargaining unit, as designated by membership vote, and three members of the District's management staff, as designated by the District Manager, shall be established and continue henceforth in order to upgrade and maintain proper and safe working conditions, equipment and rules. Any existing safety rules in force at the time of the signing of this Agreement shall be reviewed by the safety committee and

modified as they feel necessary. Final decisions for implementation of proposed rules and procedures will rest solely with the District Manager.

- 14.3 **HEALTH AND SAFETY.** The District agrees to provide employees with a reasonably safe working environment. The District agrees to enforce and continue implementation of applicable laws governing health and safety in the work place.

All employees shall comply with all safety rules and regulations established by the District's Safety Committee, which shall furnish employees with a copy of such rules in such places as agreed by the committee.

When a clear and present danger exists, the Union may initiate a grievance at the final step of the grievance procedure preceding arbitration.

- 14.4 **EATING AREAS.** The District shall endeavor to provide an adequate eating area, separated from the employees' normal areas of work. The employees agree to use the designated eating areas, as are designated by the District Safety Committee for lunch and breaks, while they are consuming food and drink.

- 14.5 **EQUIPMENT AND CLOTHING.** Protective equipment and wearing apparel, as required by the District, shall be provided and cleaned by the District. This section shall only apply to protective equipment and wearing apparel used communally.

- 14.6 **INOCULATIONS.** The District agrees to pay for the inoculations as recommended by the Clinic. The District offers one (1) hour of the District time at the beginning or end of an employee's regular shift to receive recommended seasonal influenza vaccine and/or COVID vaccine off-site. If the employee chooses not to go through their health care provider, then the District will reimburse up to \$100 per influenza and/or COVID inoculation through the current expense reimbursement procedure.

ARTICLE 15

UNION VISITATION

The Union will notify the District in advance of the name or names of its duly authorized representatives to handle grievances, investigate working conditions to determine whether the same are in compliance with the provisions of this Agreement, and to collect union dues and initiation fees. Such representatives shall have reasonable access to the District's operations for the foregoing purposes, but in no event shall such access disrupt employee work or occur without prior notification and approval of District Manager; however, such request shall not be unreasonably denied.

ARTICLE 16

UNION STEWARD

- 16.1 **APPOINTMENT OF STEWARDS.** The District recognizes the right of the Union to appoint up to four stewards, and the Union may appoint such stewards where deemed necessary. In the event that the Union does appoint a steward, the District shall be immediately notified in writing by the Union of the identity of the steward.
- 16.2 **STEWARD AUTHORITY.** Any steward appointed by the Union shall have no authority to take strike action or any other action, whether directly or indirectly, which may interfere with the operation of the District, except where authorized by official action of the Union. The District recognizes these limitations upon the authority of the steward and shall not hold the Union liable for any unauthorized acts. In the event any steward engages in any action in violation of the no-strike provisions of this Agreement, the District shall have the right to impose proper discipline, including discharge, upon such steward.

ARTICLE 17 **PROTECTION OF RIGHTS**

Unless the employee's duties are required to fulfill a legal obligation placed upon the District (such as industrial pretreatment), it shall not be a violation of this Agreement and it shall not be cause for discharge or discipline for an employee to refuse to cross a picket line at any property other than District property where employees of such other employer are engaged in a lawful, primary strike.

ARTICLE 18 **HEALTH AND WELFARE**

18.1 **MEDICAL/HEALTH INSURANCE.**

The District shall offer a minimum of one health, dental, and vision plan for which the District pays the full premium cost for each employee and eligible members (spouse, dependent, etc.) through the end of the contract period.

Employees may be offered other health, dental, and vision plans during applicable open enrollment periods.

18.2 **EFFECTIVE DATE OF MEDICAL/HEALTH INSURANCE.** Any new bargaining unit employee who is hired after the date of execution of this Agreement shall be covered on the first calendar day of the month following the commencement of employment.

18.3 **LIMITATIONS OF DISTRICT CONTRIBUTIONS.** It is agreed that the extent of the District's obligation under Section 18.1 of this Article is limited solely to the payment of the cost of the insurance program provided thereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and benefits. Neither the District nor the

Union shall themselves be obligated to pay any insurance benefits provided for in said Sections of the Article directly to employees or their dependents or beneficiaries.

18.4 **INSURANCE CONTRIBUTIONS DURING OCCUPATIONAL ILLNESS OR INJURY.** In the event that any employee who is covered is absent in any workweek because of occupational illness or injury, the required contribution, as outlined in Section 18.1, shall nevertheless be made by the District until such time as such employee or individual returns to work, or for a period of twelve (12) months, whichever is shorter.

18.5 **INSURANCE CONTRIBUTIONS DURING SICK LEAVE.** In the event that any employee who is covered is absent in any workweek because of non-occupational illness or non-job connected disability, the required contribution as outlined in Section 18.1, shall nevertheless be made by the District until such time as such employee or individual returns to work or, for a period of up to twelve (12) weeks in accordance with applicable provisions of the Family Medical Leave Act.

18.6 **TERMINATION OF DISTRICT INSURANCE CONTRIBUTIONS.** The obligation of the District to make any contributions shall continue subsequent to the termination of this Agreement, except that such obligation shall terminate during any period of a strike or work stoppage in connection with the negotiation of a new agreement.

18.7 **PROVISION OF INSURANCE.** The benefits provided for herein shall be provided under a group insurance policy or policies issued by an insurance company or insurance companies selected by the District. "Insurance Companies" include regular life insurance companies and non-profit organizations providing hospital, surgical, or medical benefits. All benefits are subject to the provisions of the policies between the District and the insurance companies. Notwithstanding any such changes, the level of benefits shall remain substantially the same or better.

18.8 **COST CONTAINMENT.** The District reserves the right to institute cost containment measures relative to coverage so long as the basic level of benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures. Prior to implementation, the District will notify the Union and offer the Union an opportunity to discuss any cost-containment measures being taken by the District.

18.9 **RETIREMENT HEALTH INSURANCE**

ELIGIBILITY REQUIREMENTS

Employees must be 55 years of age with a minimum of twenty (20) years of service with Fox Metro Water Reclamation District; or 50 years of age with a minimum of thirty (30) years of service. Employees that retire after reaching age 55 or at age 50 qualifying under the above criteria, but before age 62 will have 3% of his/her monthly insurance premium paid by the District for each year of service at Fox Metro Water Reclamation District. Any portion of the premium that the employee is responsible for will be deducted from the retiree's monthly IMRF pension payment. An employee retiring at age 62 or later but before age 65 will have 100% of his/her premiums paid by the District. If an employee chooses to retire before age 62 he/she does not get to advance to 100% premium payment when they reach age 62. It is an either/or choice. Retirees may choose single coverage or they may include a spouse for a higher premium, which would be at the eligible employee plus one rate.

Early retirement coverage ends when:

1. The retiree is eligible for Medicare.
2. In the event the retiree becomes employed and receives paid medical benefits from their employer.
3. Upon death, if it occurs before the retiree reaches the age of Medicare eligibility.
4. At any time that the retiree neglects to pay his/her portion of the insurance premium whenever applicable.

This policy is being put in place with age 62 being the current age that a person can retire with social security and 65 being the age that one can obtain Medicare coverage. Should social security change these ages in the future, this policy will be revised to reflect these changes.

COVERAGES

Medical, dental, and vision and ~~prescription cards~~ are covered under the retiree plan. Life insurance and disability are not. The medical, dental, and vision and ~~prescription coverages~~ will be the same as the active employees of the District have.

SPOUSE COVERAGE

A retired employee may choose ~~family eligible employee plus one~~ coverage to include his/her spouse. The employee must have ~~family eligible employee plus one~~ coverage at retirement in order to carry it over to the retirement plan. Once the retired employee reaches the age of Medicare coverage eligibility, he/she is no longer eligible for retiree coverage through the District. If there is a younger spouse, they may take COBRA continuation of the plan until whichever comes first:

1. They reach the age of Medicare coverage; or
2. Thirty-six months.

The COBRA continuation would be at the employee's expense. The COBRA would also be single coverage, only covering the spouse. Any time beyond this, the spouse would need to find coverage on his/her own at employee's expense.

COLLECTIVE BARGAINING

This policy is subject to collective bargaining. Any and all parts of it can change with negotiations of each new union contract. This policy as it stands, remains in effect until May 31, 2029.

A maximum of twenty-four (24) months of U.S. Military Service credit can be added to Fox Metro Retirement Health Insurance Years of Service (i.e. IMRF Program enacted for Veterans).

The above retiree benefits shall apply to Tier 1 employees. For Tier 2 employees, the applicable ages shall mirror the IMRF Tier 2 retirement, social security, and Medicare ages in effect at the time of their retirement.

18.10 SHORT TERM DISABILITY. 14 Day Waiting Period then \$600.00 per week for up to 52 weeks. Eligible Employees are defined as union members working at least 30 hours per week. See annual plan descriptions for full details.

18.11 LIFE INSURANCE. Annual Base Salary rounded to the next higher \$1,000 for Eligible Employees with a plan maximum of \$125,000, \$3,000.00 for Spouse, \$1,000.00 for Eligible Dependents. Eligible Employees are union members working at least 30 hours per week.

ARTICLE 19 **DISCIPLINE AND DISCHARGE**

19.1 DISCIPLINE AND DISCHARGE. The right to discipline or discharge any employee for just cause is vested solely in the District. The employee involved and the Union shall be notified in writing of any disciplinary action involving oral reprimand, written reprimand, suspension or discharge.

The parties agree to the tenets of corrective and progressive discipline to be uniformly imposed. If the District has reason to reprimand or otherwise discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The types and levels of discipline are as follows: oral reprimand, written reprimand, suspension, and discharge.

The District's agreement to use progressive and corrective disciplinary action does not prohibit the District in any case from imposing discipline which is commensurate with the severity of the offense.

- 19.2 **VOLUNTARY TERMINATION OF EMPLOYMENT.** In case of voluntary termination of employment, at least two (2) week's written notice will be given the District by the employee involved, except that if, in the opinion of the District, the continued presence of the employee on District property will be detrimental to the best interest of the District, then the employee involved may be terminated immediately and the District shall pay the quitting employee whatever pay he would have been entitled to had he worked for a two (2) week period following notice to the District of his intention to terminate his employment. Any employee who voluntarily terminates his employment and has provided the District with two (2) week's notice shall be entitled to a pro-rated vacation allowance. When an employee's employment with the Fox Metro Water Reclamation District is terminated for any reason, he shall be paid any wages due him, pro-rated vacation, and any accumulated sick days, as provided in Article 11.5. If an employee's employment is terminated by reason of death of the employee, the wages, pro-rated vacation and any accumulated sick days, as provided in Article 11.5, due the employee shall be paid to the employee's beneficiary as designated on the employee's insurance form.

19.3 **DRUG TESTING.**

19.3.1 **Prohibited Actions**

Employee possession, use, consumption, transfer, or sale of alcoholic beverages or illegal drugs during working hours, on District property, or while in possession of District vehicles or any other District equipment is prohibited. DOT regulations prohibit employees from performing safety-sensitive functions while taking prescribed drugs, unless "use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial vehicle". The District prohibits all employees taking mind-altering or impairing medication from working or attempting to work unless a licensed physician has confirmed their readiness for duty. If you are prescribed medication and, after discussion with your physician, believe it will affect your ability to safely perform the essential functions of your job, you are required to discuss this with your manager. (You need not disclose the condition for which you are taking the medication. In addition, DOT regulations make it illegal for employees to perform safety-sensitive functions if their blood alcohol content exceeds 0.04%. On a voluntary basis not related to DOT requirements, the District has adopted this standard for all employees.

DOT regulations make it illegal for drivers to consume any alcohol before they are scheduled to perform safety-sensitive duties, while they are in a position of readiness to perform safety-sensitive duties (standby), and after an accident involving a fatality,

or for which they received a citation for a moving violation. At its discretion, not required by DOT, the District applies parallel restrictions for all employees.

19.3.2 Testing Procedures

The District tests employees under the following conditions:

- a) Transfer. Employees who transfer to safety-sensitive jobs; including but not limited to operation and maintenance, , must submit to a drug test.
- b) Reasonable Suspicion. All employees are subject to alcohol or drug testing if a trained supervisor documents their symptoms of impairment or use.
- c) Post-accident. DOT regulations require drug and alcohol testing for a driver who is involved in a fatal accident with a commercial vehicle, or who receives a moving-violation related to the accident.
- d) Random Testing. DOT regulations require that CDL drivers be included in a random pool for drug and alcohol testing. The District's Occupational Health Provider randomly selects District CDL drivers for testing.
- e) Return to Duty and Follow-Up.
- f) Damage to district property greater than \$500 as estimated by management.
- g) Accident resulting in an injury requiring medical attention.
- h) Accident where employee is cited by police while on district business.

19.3.3 Self-Identification

The District will assist and support employees who voluntarily seek help for alcohol or drug problems before becoming subject to discipline under this or other District policies. First-time self-referrals will not face disciplinary action for reporting their condition. Employees who seek such assistance will be allowed to use accrued paid time off, placed on leaves of absence, where available, referred to treatment providers, and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and required to take and pass follow-up tests, if they hold jobs that are safety sensitive, require driving, or if the employee has violated this Policy previously.

19.3.4 Refusal to Test

Refusing to take a drug and/or alcohol test (and/or a failure to cooperate in the testing process) as required in this policy will be counted as a failed test. Refusing to be tested or failing to cooperate is grounds for immediate termination of employment. In addition, for a DOT safety-sensitive employee, such refusal would be illegal and would subject the employee to reporting requirements. DOT rules prohibit drivers from resuming safety-sensitive duties until a substance abuse professional releases them to do so. For alcohol, a special case occurs when the CDL driver's blood alcohol content is not less than 0.02% but is less than 0.04%. Under this condition, DOT rules require that the driver not perform safety-sensitive functions for at least 24 hours, but DOT imposes no further penalties. However, because the District has adopted a "zero tolerance" program, the employee faces disciplinary action.

It is possible that the District would notify law enforcement agencies if an employee was found to be in illegal possession of controlled substances. The District would likewise cooperate with the law enforcement agency's investigation.

19.3.5 Testing Positive

An employee who violates this policy faces disciplinary action which may include termination. DOT regulations prohibit the District from knowingly allowing an employee discovered to have violated this policy to engage in safety-sensitive functions, under any conditions. The District will prohibit such an employee from engaging in such functions immediately upon discovery, irrespective of disciplinary or grievance status.

If an employee tests positive for alcohol or drugs, the District will inform him of the resources available for evaluating and resolving problems associated with the issue of alcohol or drugs and chemical addictions and have the EAP evaluate the employee to determine appropriate assistance.

However, such information and evaluation does not preclude disciplinary action, including termination, for a violation of this policy.

19.3.6 Possible Return to Work

In certain situations, on a case-by-case basis, in conjunction with the EAP's recommendation, the District may allow an offender to return to work. In such an event, the following provisions apply:

- a) Treatment – The employee must agree to be evaluated by the EAP and submit to the prescribed treatment. Other than benefits provided by the District's group health insurance plan, the employee shall bear the sole responsibility for the cost of such treatment.
- b) Return to Work – Before an employee returns to work, he must undergo an alcohol and drug test, and the test must yield a negative result.
- c) Follow Up – The returning employee is subject to unannounced follow-up tests upon return to work. He must undergo no less than 6 tests in the 12 months after returning to work. The District may, under the EAP's advisement, continue to have the employee tested for up to an additional 48 months.

19.3.7 Collection and Testing Procedures

- a) Employees subject to alcohol testing shall be sent or driven to a District-designated clinic and directed to provide breath specimens. Specimens shall be collected by trained technicians using federally approved testing devices, which are regularly calibrated and capable of producing printed results that identify the employee.
- b) Applicants and employees subject to drug testing shall be sent or driven to a District-designated clinic and directed to provide urine specimens. Applicants and employees may provide split specimens and may provide specimens in private unless they appear to be submitting altered, adulterated, or substitute specimens.

Collected specimens shall be sent to a federally certified laboratory and tested for evidence of drug use. There shall be a chain of custody from the time specimens are collected through testing and storage.

- c) The laboratory shall transmit positive drug tests results to a doctor ("MRO"), retained by the District, who shall offer persons with positive results a reasonable opportunity to establish that their results are caused by lawful (under both federal and state law) prescribed medicines or other lawful substances. Persons with positive test results may also ask the MRO to have their split specimen sent to another federally certified lab to be tested at the employee's or applicant's own expense. Such requests must be made within three (3) working days of notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test.
- d) The District applies DOT standards for all employees who may be called upon to perform safety-sensitive jobs, including driving. The District will direct its clinic to obtain split samples of urine for testing. A positive test will be confirmed. Employees with a confirmed positive may ask that the split sample be sent to a second lab for testing at the employee's expense.

19.3.8 Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided the MRO shall be kept confidential and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

19.3.9 Definitions

- a) "District Premises" includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, places, and vehicles owned, leased, or managed by the District.
- b) "Safety Sensitive Position" means an employee in a safety-sensitive position designated by the District. These positions include but are not limited to: operation and maintenance.
- c) "Illegal Drugs" means substances whose use or possession is controlled by and/or illegal under federal or state law or which are not being used or possessed under the supervision of a licensed health care professional. This definition specifically includes "medical marijuana."
- d) "Performing a Safety Sensitive Function" means any and all times when an employee is actually doing, ready to, or immediately available to do any of the following: operate heavy equipment, vehicles, complete repairs in a roadway, etc.

- e) "Refuse to Cooperate" means to obstruct the collection process, to submit an altered, adulterated, or substitute sample, or to fail to promptly provide specimen(s) for testing when directed.
- f) "Under the Influence of Alcohol" means an alcohol concentration of .04 or more, or actions, appearance, speech, or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.
- g) "Under the Influence of Drugs" means a confirmed positive test result for illegal drugs.

19.3.10 Miscellaneous

All employees are required to notify a member of management if they have been convicted of a criminal drug offense occurring in the workplace. Such notification must take place within five (5) working days after the conviction.

19.3.11 Additional Rules for Employees in Safety-Sensitive Positions

In addition to the policy detailed above, the following rules also apply to employees who are in safety-sensitive positions. Such employees are also prohibited from:

1. Performing a safety-sensitive function if the employee is using alcohol or has used alcohol during the prior four (4) hours.
2. Using alcohol for eight (8) hours after an accident involving District property unless the employee has taken a post-accident test.

19.4 **INVESTIGATORY INTERVIEW.** An employee shall be entitled to the presence of a Union Representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support a suspension or termination of employment against him/her. It will not be the responsibility of the District Representative to remind the employee of this right. However, if the District Representative conducting the investigatory interview believes the results of the interview might result in discipline of the employee, the District Representative shall so inform the employee. If the employee then desires Union Representation, no interview shall take place without the presence of a Union Representative. If the employee waives the right to Union Representation, or does not request same, a Union Representative shall nevertheless have the right to be present merely as an observer. In any case, the role of a Union Representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

The District and the Union will agree on a form to be used for such interviews which shall contain at least the names of those attending, the date and signature of the

employee affected, and a written waiver or request for Union representation by the employee.

The Employer shall postpone the investigatory interview in order to observe a cool-down period of up to twenty-four (24) hours if agreed upon by union official and approved by the District Manager or his representative.

- 19.5 **DISCIPLINARY MEETINGS**. For discipline, other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be entitled to and be informed of their right to request Union representation. The Union Representative will be given a reasonable amount of time to meet with the Employee in order to gather information before this meeting takes place. The Employee and Union Representative shall be given the opportunity in the meeting to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed upon request and when warranted.

If the employee does not request Union representation, a Union Representative shall nevertheless be notified and be entitled to be present as a non-active participant at any and all such meetings.

- 19.6 **DISCIPLINARY CLAUSE**. Oral and written reprimands of an employee shall not be considered in subsequent disciplinary proceedings if the underlying conduct leading to the oral reprimand has not been repeated for a period of six (6) months or written for eighteen (18) months. Suspensions of an employee shall not be considered in subsequent disciplinary proceedings if the underlying conduct leading to the suspension has not been repeated for a period of three (3) years.

ARTICLE 20

MISCELLANEOUS PROVISIONS

- 20.1 **ON THE JOB INJURIES**. On-the-job injuries shall receive prompt, qualified medical attention. Any employee who is unable to drive or to obtain transportation to and from the hospital or clinic will be transported by or at the expense of the District. Further, an employee injured on the job shall be permitted to meet appointments prescribed by the physician when those appointments fall within that injured employee's workday when said appointments are requested by the physician. All other appointments will be after or before working hours.
- 20.2 **TIME CLOCKS**. The District agrees that it will continue to maintain time clocks in proper working order so that there will be no misunderstanding about any employee's time.

- 20.3 **CONTRACT EXCLUSIVITY.** The District shall not enter into any agreement or contract with any employee covered by this Agreement, whether individually or collectively, which in any way conflict with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void.
- 20.4 **SAFETY AND WORK RULES.** The District shall have the right to adopt such safety and work rules as are considered reasonable and necessary in the conduct of its operations. Prior to implementing new work rules or making changes in existing rules, the District shall first discuss such implementation at the labor management committee under Section 20.9. If agreement can be reached, the new or changed rule shall be implemented. If no agreement is reached, the District may implement the new or changed rule and the Union shall be free to grieve the reasonableness thereof. All work rules and changes shall be distributed to employees individually.
- 20.5 **EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.** The District and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, or national origin.
- 20.6 **JURY DUTY.** All employees who have been called for jury duty will be paid the difference between their regular wages and the money received for jury duty during the term of their service on the jury. On the work day an employee actually reports to jury duty he shall not be required to work.
- 20.7 **UNIFORMS.** The Fox Metro Water Reclamation District requires its employees to wear uniforms. Each employee shall report to work clothed in full-length pants, shirts and any other such apparel which is deemed necessary by the District. All employees shall be provided with uniforms, insulated coveralls from November 1 to March 31, rain gear and boots and safety equipment as defined by the District Manager and/or his representatives. The District shall furnish the same without cost to the employee. The District shall provide laundry machines or a laundry service and take care of such uniforms at no cost to the employee. The District shall replace all clothing destroyed in a wreck or fire during working hours. Employer agrees, upon submission of a bona fide sales receipt reflecting the purchase of work boots, to pay a maximum of \$375 from June 1, 2024 through December 31, 2026 and \$375 from January 1, 2027 to May 31, 2029 per employee for work boots. Employees who purchase boots during the first time period of June 1, 2024 through December 31, 2026 who do not exhaust the \$375 shall be allowed to rollover a maximum of \$150 to the second time period of January 1, 2027 to May 31, 2029. In no case shall the District reimburse over \$750 over the life of the contract. This will allow the employee to purchase a pair of high quality, durable boots with less impact to their personal finances.

- 20.8 **TUITION AND LICENSING FEE REIMBURSEMENT.** The District shall reimburse any employee who satisfactorily completes a study course which has been approved by the District. The District will prepare a listing of college courses that will be reimbursed with the successful completion of a grade of "C" or better. The classes to be reimbursed will include those required to complete an approved work-related degree or certified program. The amount reimbursed shall be the cost of books and tuition. The District shall reimburse personnel for their EPA license fees as well as any other licensing fees.
- 20.9 **LABOR-MANAGEMENT COMMITTEE MEETINGS.** For the purpose of maintaining communications between the District and the Union, and in order to cooperatively discuss and attempt to solve problems of mutual concern, the parties hereby agree that private, labor-management committee meetings will be held the first Wednesday of the calendar quarter. Such meetings shall be scheduled at a time and place mutually agreed upon by the parties. Employees who attend shall participate in a non-paid status unless the meetings are scheduled to be held between 7:00 A.M. and 3:00 P.M. Monday through Friday.
- The party requesting such a meeting shall prepare and submit the proposed agenda to the other party one week prior to the scheduled meeting date. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than 3 days prior to the scheduled meeting unless otherwise mutually agreed. The number of persons to attend each meeting shall not exceed three (3) from each side and an AFSCME Staff Representative and District labor advisor. The parties may by mutual agreement agree to more frequent meetings, or to a greater number of meeting attendees, or to meet without an agenda.
- 20.10 **SNOW REMOVAL.** Operators will not be required to do snow removal work except to clear the main access road to the plant and the sidewalks they travel while making their rounds.
- 20.11 **PERSONNEL FILES.** The District shall maintain and the employee or the Union shall have the right to review an employee's personnel file in accordance with the Illinois Revised Statutes. In order to protect the confidentiality of employees and their records, when the Union needs to access a personnel file, either the AFSCME Staff Representative or the Local Union President will notify management of the need to access the file(s).
- 20.12 **UNION NOTIFICATION OF PERSONNEL STATUS CHANGES.** The Employer shall upon written request notify the local union in writing of the following personnel transactions involving bargaining unit employees: new hires, promotions, check-off revocations, transfers, leaves and returns. The District shall furnish the Union every ninety days a current seniority roster.
- 20.13 **WELFARE TO WORK.** No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay, as a result of any welfare to work

initiatives. Duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants, or any public, private, charitable, or other organization using the services of welfare recipient and/or welfare to work participants, nor shall AFSCME represented employees in any way be displaced or replaced by such individuals.

The parties recognize that the purpose of welfare to work programs is to enable participants to successfully enter the work force, that the use of welfare to work participants shall be in accordance with the collective bargaining agreement, and that all welfare recipients and welfare to work participants shall be afforded sufficient training and opportunity to advance pursuant to contractual procedures.

The Union will be notified at least ninety (90) days in advance whenever the employer intends to use welfare recipients or welfare to work participants. Such notice shall include the number of individuals involved, their work locations and hours of work, the nature of their work, and a summary of the type of tasks to be performed, the duration of their assignment and of their overall employment, their names and titles and their rate of pay. Upon request by the Union, the parties shall meet promptly to exchange information and negotiate issues which arise as a result of welfare to work initiatives.

ARTICLE 21

SEPARABILITY AND SAVINGS CLAUSE

- 21.1 **PRECEDENCE OF FEDERAL AND STATE STATUTES.** This Agreement shall not supersede any existing or future laws of the State or Federal governments as they affect the regular operation of the District. If any article or provision of this Agreement, or any amendment or supplement thereto, shall be declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement, amendments or supplement thereto shall remain in full force and effect during the term of this Agreement.
- 21.2 **RESOLUTION OF AGREEMENT/LEGAL STATUTES CONFLICTS.** Should any article or provision of this Agreement be held unlawful, or unenforceable or not in accordance with applicable statutes or ordinances as above set forth, the parties shall upon the request of either enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory substitution of such article or provision. During the period of such negotiations, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

ARTICLE 22

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining (except as provided for in the Grievance Procedure) for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the 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 except that the Union shall have the right to effects bargaining as provided in the Illinois Public Labor Relations Act and the District shall have the right to temporarily implement management decisions pending final resolution of any effects bargaining as timely requested by the Union.

Nothing in this Article is intended to alter either party's rights granted under the Illinois Public Labor Relations Act.

ARTICLE 23
DURATION OF AGREEMENT

This Agreement shall be effective from September 16, 2024 and shall remain in effect until May 31, 2029. It shall continue in effect from year to year thereafter unless notice of modification and/or termination is given in writing by certified mail by either party to the other not less than ninety (90) days prior to expiration of this Agreement.

In Witness to THEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove written.

THE FOX METRO WATER
RECLAMATION DISTRICT

FOR AND ON BEHALF OF
LOCAL 3297 THE AMERICAN
FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES, COUNCIL 31,
AFL-CIO

BY:  _____

BY:  _____

BY:  _____

BY:  _____

BY:  _____

BY:  _____

BY: Scott B. Roper

BY: Sam F. T.

BY: Chuck P.

BY: Miguel Gonzalez

(SEAL)