

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

***AGREEMENT WITH***

***INTERNATIONAL BROTHERHOOD  
OF  
ELECTRICAL WORKERS  
LOCAL UNION NO. 9, AFL-CIO***

***(ELECTRICAL OPERATIONS)***

***JULY 1, 2024 - JUNE 30, 2027***

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 9  
(AFL-CIO)

AGREEMENT WITH

THE METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO

PREFACE

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

ARTICLE I - UNION RECOGNITION

SECTION 1.01 UNION RECOGNITION. The District, based upon an historical pattern of representation and recognition, recognizes Local Union 9 as the sole and exclusive bargaining agent for wages, hours, and other conditions of employment, for all full-time employees included in the classifications of Chief Electrical Operator, Electrical Operator I, Electrical Operator II, Chief Power House Dispatcher I, Power House Dispatcher, Systems Dispatcher, Power House Mechanic Leadman, Power House Mechanic, Dynamo Tender, Utility Man and Telecommunications Specialist classes, excluding all other employees represented by other labor organizations, employed in other validly recognized bargaining units. Employees who have no permanent Civil Service Status shall have no recourse to the grievance and arbitration procedure in the event of discharge.

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

ARTICLE II - MANAGEMENT AND UNION RIGHTS

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

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

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

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

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

**SECTION 2.05 PLANT STEWARDS.** The Union may designate Plant Stewards at each work location and furnish the District with a list of names of the Stewards and the work groups they represent.

The Unions will not designate employees in the following classifications to serve as Plant Stewards: Chief Power House Dispatcher I, Power House Dispatcher, Powerhouse Mechanic Leadman, or Chief Electrical Operator.

### ARTICLE III - DUES CHECK-OFF

**SECTION 3.01 DUES CHECK-OFF.** The District, upon receipt of a proper authorization card, shall deduct union dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Financial Secretary of Local Union 9, and shall remit such deductions on a monthly basis to the Financial Secretary of Local Union 9. The Union shall indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorization cards submitted by Local Union 9 to the District.

**SECTION 3.02 REMITTANCE OF UNION DUES.** As soon as practical upon execution of this Agreement, the union dues monthly remittance to Local Union 9 shall be done electronically. Local Union 9 shall furnish the District's Labor Negotiator with the information to begin the electronic transfer of union dues deductions. This information will be treated with

strict confidentiality. The listing of employees and deductions for each month's remittance can be transmitted by hard copy or electronically to Local Union 9. Local Union 9 shall notify the District's Labor Negotiator by which means the listing should be sent to the union.

#### ARTICLE IV - WAGE RATES

##### SECTION 4.01 WAGE RATES FOR THE FOLLOWING:

<u>POSITION CLASSIFICATION</u>	Hourly Rate	Hourly Rate	Hourly Rate
	4.0%	4.0%	4.0%
	Effective	Effective	Effective
	<u>07/01/24</u>	<u>07/01/25</u>	<u>07/01/26</u>
Chief Power House Dispatcher I	\$71.03	73.87	76.82
Power House Dispatcher	\$64.46	67.04	69.72
Systems Dispatcher	\$68.10	70.82	73.65
Power House Mechanic Leadman	\$76.69	79.76	82.95
Power House Mechanic	\$64.46	67.04	69.72
Chief Electrical Operator	\$67.65	70.36	73.17
Electrical Operator I	\$55.53	57.75	60.06
Electrical Operator II	\$58.31	60.64	63.07
Dynamo Tender	\$52.89	55.01	57.21
Utility Man	\$52.24	54.33	56.50
Telecommunications Specialist	\$54.23	56.40	58.66

SECTION 4.02 ACTING PAY. If an employee is temporarily assigned to perform the work of a higher rate classification for a period of one hour or greater, the employee shall be paid at the higher rate for the period served in the acting capacity. Such acting assignment and payment will be approved by appropriate supervisory personnel.

SECTION 4.03 TASK DIFFERENTIAL. An Electrical Operator II assigned to the Lockport Controlling Works due to storm conditions will receive a task differential equal to the Power House Mechanic wage rate for hours worked in that assignment.

#### ARTICLE V - WORK RULES

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

SECTION 5.02 PROPOSED CHANGES. When the District proposes to initiate changes or additions to its existing work rules, the District shall transmit two copies of the proposed

changes to Local Union 9. Local Union 9 will consider the proposals and transmit its views to the District within fourteen calendar days of the receipt of the proposals.

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

## ARTICLE VI - WORK WEEK

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

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

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

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

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

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

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

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

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

SECTION 6.01 THE WORK WEEK FOR NON-SHIFT PERSONNEL. The normal work week shall consist of five consecutive days of eight hours each, beginning on Monday and ending on Friday. The normal workday shall begin between 7:00 a.m. and 8:00 a.m., and end between 3:30 p.m. and 4:30 p.m. However, at management's discretion, Chief Electrical Operators' schedules may be adjusted to begin as early as 6:00 a.m. on a daily or weekly basis based on operational needs.

For employees in the Telecommunications Specialist classification, the normal work week shall consist of five consecutive days of seven hours each, beginning on Monday and ending on Friday. Employees in this classification will be permitted a forty-five minute lunch period.

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

SECTION 6.02 SHIFT SCHEDULE. The seven-day period for regular rotating shift employees shall commence at 10:30 p.m. each Sunday evening and end at 10:29 p.m. each Sunday evening. Employees will receive overtime compensation for all hours worked in excess of 40 per week. For positions requiring a seven-day continuous operation, the work week will be a constant repetition of the 24-day cycle consisting of:

5 consecutive day shifts,	followed by
48 hours off (considered 1 day),	followed by
6 consecutive afternoon shifts,	followed by
48 hours off (considered 2 days),	followed by
6 consecutive midnight shifts,	followed by
120 hours off (considered 4 days),	followed by

The beginning of another repetition of the 24-day cycle consisting of:

5 consecutive day shifts, etc.

Employees assigned to the "Relief Pool" may be assigned to any station. They will have days off in a calendar month equal to the number of Saturdays and Sundays in that month and will work no more than six consecutive days without a scheduled day off. Relief Electrical Operators will not work more than two different shifts in a six consecutive day period.

All employees required to work on continuous seven day service (rotating shift) shall make their relief at 6:30 a.m., 2:30 p.m., and 10:30 p.m. Proper relief is considered to be the employee has signed in, is dressed in work clothes, and is at the work site at the designated start of his/her shift.



When a Vacation Relief or Shift Relief employee has been directed by a supervisor to work a non-shift assignment, that employee shall be considered as a non-shift employee during that assignment.

Shift employees must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employees' control which the circumstances at the time can alone determine.

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

When a position is left unmanned the District will not assign any duties of the position which have been traditionally and historically assigned to employees of the bargaining unit to non-bargaining unit employees and will comply with established District Safety Rules and the Illinois Department of Labor Health and Safety Act. Any safety related issues shall be addressed through the existing procedures for Unsafe Condition Reporting.

**SECTION 6.03 REGULAR SHIFT DAYS.** In those shift positions in which continuous seven-day service is required, Saturdays and Sundays will be considered regular working days.

**SECTION 6.04 NON-SHIFT SCHEDULE.** The seven-day period for non-shift employees shall commence at 12:01 each Monday morning and end at 12:00 midnight each Sunday evening.

**SECTION 6.05 SHIFT MEALS.** For employees working on shift, no mealtime will be allowed as part of the eight hour shift, but lunch and coffee may be consumed at their work stations as conditions permit.

**SECTION 6.06 NON-SHIFT MEAL TIME.** Employees not assigned to shift work at the plants, whose jobs require that they work under unusually dirty conditions will be permitted, at their supervisor's discretion, to leave their assignments at 11:45 a.m. to wash up for lunch. Non-shift employees will be permitted a half-hour lunch period starting at 12:00 noon and ending at 12:30 p.m. unless work conditions dictate otherwise.

**SECTION 6.07 REPORTING AND DEPARTING WORK.** All employees shall report to their work stations in work clothes. Any shift employee leaving his/her work station before being properly relieved shall be subject to disciplinary action.

**SECTION 6.08 MAINTAIN POSITION.** No employee shall leave his/her assigned work area during working hours, unless permission is granted by his/her immediate supervisor.

**SECTION 6.09 DOUBLE SHIFTS.** No employee is subject to work more than two shifts in any one day. It is the immediate supervisor's responsibility to provide a suitable relief after sixteen hours. The Stickney Water Reclamation Plant, the Calumet Water Reclamation

Plant, and the O'Brien Pump and Blower Building will be manned with the required number of personnel in effect at the time of execution of this Agreement.

SECTION 6.10 COFFEE BREAK. Non-shift employees will be allowed a fifteen minute morning coffee break normally from 10:00 a.m. until 10:15 a.m. unless work conditions dictate otherwise. This fifteen minute period will be from the time an employee leaves his/her work station until the time he/she returns to the job location. No coffee break will be permitted during the afternoon work period.

SECTION 6.11 WASH-UP TIME. Wash-up time for all employees working 7:00 a.m. until 3:30 p.m. shall not be earlier than 3:15 p.m. Supervisors will release their employees in sufficient time to permit them to arrive at their locker room or wash-up facility no earlier than 3:15 p.m.

SECTION 6.12 SIGN OUT. No non-shift employee will be allowed to sign out before 3:23 p.m. unless otherwise permitted by his/her immediate supervisor.

## ARTICLE VII - OVERTIME

SECTION 7.01 OVERTIME COMPENSATION. Employees shall be compensated at 1-1/2 times the hourly rate in effect for each classification for all hours worked over 40 in a continuous seven-day period as specified in Section 6 of this Agreement.

All hours worked in excess of 8 hours per day shall be compensated at 1-1/2 times the hourly rate in effect for each classification.

If a shift employee is scheduled to work a shift schedule with 6 days in a work week, overtime compensation for the sixth day will be paid providing the employee has worked the other five days within that particular work week. Time off with pay, e.g., sick allowance, vacation, or holiday used will not count as hours worked in determining eligibility for overtime compensation during scheduled 6-day weeks. However, effective as of the execution of this Agreement, four days (thirty-two [32] hours) of "holiday earned" time may be used and counted as hours worked in determining eligibility for overtime compensation during scheduled six-day weeks in each calendar year. All Holiday Earned time must be used in full day increments on 6 day workweeks. However, two of the days of "holiday earned" time to be used and counted as hours worked in determining eligibility for overtime compensation during scheduled six-day weeks in a calendar year will require prior approval by the immediate supervisor and must not generate any overtime in covering the day off.

A shift employee required to serve on Jury Duty in accordance with ARTICLE X of the Agreement, while working a shift schedule with 6 days in a work week shall have this time considered as hours worked in determining eligibility for overtime compensation during a scheduled 6-day week.

SECTION 7.02 NO OVERTIME. Overtime credit will be allowed for travel time for employees called in for unscheduled overtime which precedes the employee's regular starting time. Employees working such unscheduled overtime shall receive one hour of travel time to the overtime assignment, at the rate of one and one-half times the hourly rate. No overtime credit will be allowed for travel time for scheduled overtime. No overtime credit will be allowed for travel time that is an extension of a working day continuing after quitting time.

SECTION 7.03 TRAVEL TIME. If an employee is called to report to work at an unscheduled time at the direction of management which requires an extra trip, he/she shall be compensated at the rate of 1-1/2 times the hourly rate for each hour worked with a minimum of four (4) hours. The minimum credit of four hours includes travel time. Employees working unscheduled overtime at the direction of management which requires an extra trip shall receive one hour of travel time to the unscheduled overtime assignment and one hour of overtime returning from the unscheduled overtime assignment at the rate of 1-1/2 times the hourly rate.

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

SECTION 7.04 MEALS DURING DOUBLE SHIFT. Employees working double shifts will not be allowed to leave the plant grounds for supper; food delivery services should be used whenever possible.

SECTION 7.05 OVERTIME EQUALIZATION. Overtime is to be distributed equally among the employees within each work group so far as is practical. A list of current overtime totals shall be maintained for each work group and it will be made available to employees upon request.

SECTION 7.06 TRADING SHIFTS. Shift personnel should be discouraged from trading shifts. In personal emergencies, the trading of shifts will be permitted, provided approval of the supervisor in charge is received in advance.

SECTION 7.07 HOLIDAY OVERTIME. Shift employees who actually work on a scheduled holiday shall receive one and one-half times the hourly rate for the hours worked as well as eight hours "holiday earned" credit. Shift employees not scheduled to work on a holiday will be credited for eight hours "holiday earned".

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

All "holiday earned" time in excess of 104 hours must be used before the end of the next quarter. "Holiday earned" time off shall be scheduled with the approval of the immediate supervisor. Such approval shall not be unreasonably withheld. An employee who fails to request "holiday earned" time off in excess of 104 hours by the end of the next quarter will be assigned a date to take such time off.

**SECTION 7.08 HOLIDAY DOUBLE SHIFT.** Employees who work a double shift on a scheduled holiday shall be compensated for his/her own shift and at 1-1/2 times the hourly rate for the second shift plus eight hours “holiday earned” time.

Employees who work beyond their scheduled shift on a scheduled holiday shall be compensated at 1-1/2 times the hourly rate for the hours worked plus 1 hour of “holiday earned” time for each hour worked beyond their scheduled shift.

**SECTION 7.09 ABSENT ON SCHEDULED HOLIDAY.** A shift employee who does not report for his/her regular shift on a scheduled holiday, shall be coded “absent, no pay”, irrespective of any holiday earned or vacation credit he/she may have coming. An employee reporting sick on a holiday will be marked “holiday” provided he/she is able to substantiate upon return to work that he/she was, in fact, sick.

**SECTION 7.10 SHORT CHANGE OVER.** In the event of a “short change over” (less than fifteen [15] hours between working shifts) “overtime” compensation will be paid at 1-1/2 times the hourly rate.

**SECTION 7.11 MILEAGE COMPENSATION.** Employees who are requested to report to the Main Office on their day off shall be compensated by allowing mileage each way and overtime at the rate of 1-1/2 times the hourly rate for every one hour spent on District business.

**SECTION 7.12 OVERTIME HOURS COMPENSATION.** Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**SECTION 7.13 OVERTIME COMPENSATION OPTION.** Employees who work overtime will have the option of substituting two (2) hours of compensatory time for the one and one half (1-1/2) times the hourly rate as overtime compensation if approved by the supervisor. The option will be made on the day the work is performed, and so coded on the daily time sheet. No change will be allowed following coding by the supervisor.

If requested, employees can earn forty (40) hours of compensatory time without supervisory approval. No additional compensatory time in excess of 40 hours can be accrued without supervisory approval until the compensatory time balance is reduced to less than 40 hours. However, with supervisory approval, employees may be granted compensatory time in excess of 40 hours, if operational conditions permit.

Compensatory time off shall be scheduled with the approval of the supervisor. However, a request for compensatory time off may be denied due to operational needs. Any compensatory time earned through supervisory approval in excess of 40 hours must be taken off before the end of the calendar quarter following the quarter in which the compensatory time was earned. Where necessary, a supervisor may schedule an employee to be off on compensatory time in order to meet this requirement. The maximum accrual for compensatory time is 240 hours.

The option of choosing compensatory time will not apply to premium time described in Section 7.07 or to overtime that is a part of the regular shift schedule.

SECTION 7.14 TELEPHONE SCHEDULING FROM HOME. The Chief Electrical Operator at the Calumet Water Reclamation Plant (CWRP) and at the O'Brien Water Reclamation Plant (OWRP) and the Chief Power House Dispatcher I who are directed by their supervisor or designee to make phone calls from home for scheduling personnel covered by this Agreement for call-in situations and/or significant operational situations will receive one-half hour of overtime as compensation per incident. The Chief Electrical Operators at CWRP and OWRP or the Chief Power House Dispatcher I will be required to complete a timesheet to record any time spent scheduling from home, and complete an overtime report. For any time spent scheduling from home that is over one-half hour in duration, the Chief Electrical Operators at CWRP and OWRP or the Chief Power House Dispatcher I will be required to complete a timesheet and provide documentation demonstrating the additional time spent scheduling by phone.

#### ARTICLE VIII - HOLIDAYS

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

#### ARTICLE IX - VACATIONS

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

SECTION 9.02 TIME AND SELECTION OF VACATIONS. The scheduling of vacations for employees shall be on a uniform basis from February 1st through November 30th. In order to provide for this program, vacation schedules shall be developed before January 31st of the vacation year. In choosing vacation periods, all employees covered by this Agreement will be considered as a single group at each work location for scheduling purposes. Vacations will be scheduled by classification and then seniority within each classification for each such work group at each work location. In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his/her vacation during any other time of the year that he/she may request, providing that it meets with the approval of his/her supervisor.

SECTION 9.03 VACATION CARRY OVER. Accrued vacation must be used unless an employee is directed otherwise by his/her immediate supervisor. In such cases vacation credit may be carried over to the following year.

In choosing carryover vacation periods, all employees covered by this Agreement will be considered as a single group at each work location for scheduling purposes. The choosing of carryover vacation credit will not be conducted until all current vacation allotments have been

scheduled. Carryover vacation will be scheduled by classification and then seniority at each work location. All vacation carryover must be scheduled between January 1<sup>st</sup> and March 31<sup>st</sup>. Where necessary, a supervisor may schedule an employee to be off on carryover vacation in order to meet this requirement.

In reference to Section 9.11 MAXIMUM NUMBER ON VACATION shall be applicable for all vacation carryover selections and the scheduling of carryover vacation credit shall not generate any overtime.

In all cases, the Department Head shall have the right to exercise his/her discretion in the approval of all carryover vacation requests.

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

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

**SECTION 9.06 WEEKLY MINIMUM.** Normally vacation time should be taken in periods of one week (five working days), at a minimum.

**SECTION 9.07 NEW EMPLOYEES.** New employees will earn a regular vacation of ten working days after completion of one year of service with the District. Thereafter, they will be allowed a regular vacation of ten working days in each calendar year during the first five years of service. A new employee may use half the above vacation time (five working days) after six months of District service, providing such employee receives the approval of his/her immediate supervisor. Newly hired employees may carry over their first year's vacation accrual beyond March 31 of the following year with Department approval.

**SECTION 9.08 OTHER EMPLOYMENT CREDIT.** Any employee who has rendered service to the City of Chicago, the County of Cook, the Chicago Park District, the Forest Preserve District of Cook County, the Chicago Public Schools, the Chicago Transit Authority, the Chicago Housing Authority, the State of Illinois, or the Metropolitan Water Reclamation District Retirement Fund shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the District for vacation credit only. Temporary, part-time or seasonal work is not considered qualifying. Proof of such service is the responsibility of the employee and may be established by filing with the Human Resources Department of the District a certificate of such prior service from such former place or places of employment. Employees hired on or after January 1, 2025, must provide proof of prior service within 90 days of completion of the employee's probationary period to be eligible for vacation credit.

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

SECTION 9.09 VACATION SICK CREDIT. Vacation leave will continue to accumulate during the period that an employee is off due to sickness.

SECTION 9.10 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Vacation benefits will not accumulate during a leave of absence or while on ordinary disability.

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

Employees returning to work from duty disability with an unused vacation balance that has been carried over from the previous year or an unused vacation balance accrued while on duty disability from the previous year shall be required to schedule their unused vacation balance immediately upon their return to work or use their unused vacation balance at the discretion of the Supervisor based on operational needs. This does not preclude an employee's right to request vacation carry over as provided in SECTION 9.03 VACATION CARRY OVER.

SECTION 9.11 MAXIMUM NUMBER ON VACATION. The maximum number of employees within a vacation group allowed off for vacation purposes for the months of February through November shall be determined by dividing the total number of vacation weeks to be distributed by 31 (the number of vacation weeks between March 1 and September 30), rounding upwards as required. One-third, rounding upwards, of the maximum number of people allowed off during the February through November vacation period (31 weeks as defined above), shall be allowed vacation during the months of January and December.

Vacation time shall be scheduled in accordance with ARTICLE IX – VACATIONS. A supervisor, at his or her discretion and based on operation needs, may allow more than the maximum number of employees off for vacation purposes for a period of less than a work week, as defined above. However, if such a request creates overtime, the vacation request shall be denied.

## ARTICLE X - JURY DUTY

SECTION 10.01 JURY DUTY PAY. Employees required to serve on Jury Duty will receive their regular wages, less jury pay, for any time lost while serving on Jury Duty.

## ARTICLE XI - BEREAVEMENT PAY

SECTION 11.01 BEREAVEMENT PAY. Bereavement leave with pay will be allowed for employees to attend services resulting from the death in the immediate family not to exceed three (3) working days, including the day of the services. Such leave shall apply to the death of a spouse, parents, parents of a spouse, siblings, brothers-in-law or sisters-in-law, stepparents, stepparents of a spouse, foster parents, children (biological or adopted), stepchildren, foster children, spouse of a child, legal ward or a child of a person standing in loco parentis, grandparents, grandparents of a spouse, or grandchildren of the employee. Bereavement Leave will be provided to individuals who satisfy the requirements for a documented domestic partnership relationship as specified in Administrative Procedure 10.3.0, Employee Benefit Coverage for Domestic Partners, and have such documentation on file with the District. Such employees shall be entitled to bereavement leave for the death of domestic partner, parents of domestic partner, siblings of domestic partner, stepparents of domestic partner, children or foster children of domestic partner, spouse of domestic partner's children, or grandparents of domestic partner.

### BEREAVEMENT LEAVE IN ACCORDANCE WITH THE FAMILY BEREAVEMENT LEAVE ACT

Employees shall be entitled to a maximum of two (2) weeks (10 work days) of unpaid bereavement leave in accordance with the provisions of the Family Bereavement Leave Act. Such leave shall apply to the death of a "covered family member" which is defined by the Family Bereavement Leave Act as: an employee's child (biological or adopted), foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis*, spouse, domestic partner, parent, parent of spouse, sibling, stepparent, foster parent, grandparent, grandparent of spouse, or grandchild of the employee. Bereavement leave will be provided to attend the funeral or alternative to a funeral of a covered family member; make arrangements necessitated by the death of the covered family member; or grieve the death of the covered family member. Employees are also permitted to take such unpaid leave in the event of : (a) miscarriage; (b) unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (c) failed adoption match or adoption that is not finalized because it is contested by another party; (d) failed surrogacy agreement; (e) diagnosis that negatively impacts pregnancy or fertility; (f) stillbirth; (g) a spouse or domestic partner of an employee that experiences a circumstance described in (a) through (f).

Bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the date on which a qualifying event occurs.

The employee shall provide the employer with at least 48 hours advance notice of the employee's intention to take bereavement leave, unless providing such notice is not reasonable or practical.



Any paid leave time granted shall not carry over from one calendar year to the next. Employees are only eligible to take the above-described bereavement leave if they are also an eligible employee under the Federal Family and Medical Leave Act (“FMLA”).

In the event of more than one qualifying event in a 12-month period the employee is entitled to up to a total of six (6) weeks of bereavement leave during the 12-month period. The Family Bereavement Leave Act does not create a right for an employee to take unpaid leave that exceeds the unpaid time allowed under or is in addition to the unpaid leave time permitted by FMLA.

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

#### BEREAVEMENT LEAVE IN ACCORDANCE WITH THE CHILD EXTENDED BEREAVEMENT LEAVE ACT

Effective January 1, 2024, in accordance with the Child Extended Bereavement Leave Act (CEBLA), employees are entitled to use a maximum of 12 weeks of unpaid leave if the employee experiences the loss of a child by suicide or homicide.

Such leave may be taken in a single continuous period or intermittently in increments of no less than four (4) hours, but such leave must be completed within one (1) year after the employee notifies the District of the loss.

The District may require reasonable advance notice of the employee's intention to take leave, unless providing such notice is not reasonable or practicable.

Employees may elect to substitute any paid or unpaid leave for an equivalent period of leave under CEBLA.

Leave under CEBLA does not extend the maximum period of leave to which employees are entitled under the FMLA or any other paid or unpaid leave provided under federal, state, or local law, a collective bargaining agreement, an employment benefits program or plan.

Employees taking leave under CEBLA are not entitled to take additional leave under the Family Bereavement Leave Act for the death of the same child.

#### VERIFICATION

The District may request reasonable documentation to verify the use of any bereavement leave. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The District may require that the documentation include the cause of death.

## ARTICLE XII - PERSONAL LEAVE

SECTION 12.01 PERSONAL LEAVE. All full-time employees in the Chief Electrical Operator, Chief Power House Dispatcher I, Electrical Operator I, Electrical Operator II, Dynamo Tender, Power House Dispatcher, Power House Mechanic Leadman, Power House Mechanic, Systems Dispatcher, Utility Man and Telecommunications Specialist classes will, at their request, be granted a maximum of three (3) days for personal leave in any calendar year as long as they have accumulated sick leave credit at least in the amount of the personal leave time requested. Personal leave normally must be used in units of not less than one (1) day. However, with the approval of their supervisor, employees will be permitted to take personal leave in half-day (1/2) units.

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

SECTION 12.02 CALL-IN PROCEDURES. Shift employees unable to report for work and requesting to use personal leave must notify the shift supervisor on duty of their inability to report not less than one (1) hour before starting time, except in emergencies beyond the employee's control which the circumstances at the time can alone determine. All other employees must notify their immediate supervisor not later than one-half hour after starting time of their inability to report.

## ARTICLE XIII - SICK LEAVE

SECTION 13.01 SICK LEAVE PAY. Paid Sick Leave will be granted in accordance with the provisions of Schedule C of this Agreement.

SECTION 13.02 SICK LEAVE ACCUMULATION. Sick Leave will continue to accumulate during the period that the employee is off due to sickness.

SECTION 13.03 EFFECT OF LEAVE OF ABSENCE AND DISABILITY. Sick leave will not accumulate during a leave of absence or while on ordinary disability.

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

SECTION 13.04 REINSTATEMENT. Employees reinstated to the District's service within one year following resignation will be credited with any unused sick leave accumulated during prior service. Employees must have at least one year's service following reinstatement before being entitled to such credit.

SECTION 13.05 VERIFICATION. Sick leave with pay will be allowed for illness, injury, or medical appointment in accordance with Illinois State law. If an employee has been absent utilizing paid sick leave benefits, the immediate supervisor may require a Doctor's Certificate to verify absence(s).

Use of verified sick leave will not affect employee performance evaluations. However, if an employee has been counseled regarding his/her sick leave usage, unverified absences may affect the employee's performance evaluation.

SECTION 13.06 ABUSE OF PRIVILEGE. Employees proven to be abusing sick leave privileges may be subject to disciplinary action. If the employee is suspended for such cause on two separate occasions, charges may be filed for the dismissal of permanent employees; employees on provisional appointment may be discharged without filing charges.

SECTION 13.07 UNUSED SICK LEAVE.

#### ANNUAL SICK LEAVE PAYOUT

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

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

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

#### SICK LEAVE PAYOUT AT SEPARATION

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

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

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

SECTION 13.08 USE OF SICK TIME FOR FMLA. Effective October 1, 1997, paid sick leave may be utilized for a serious health condition other than the employee's as defined by the Family and Medical Leave Act (FMLA). If the employee's sick leave is exhausted prior to the expiration of the approved FMLA leave of absence, the employee may use any other paid leave available as defined in the Family and Medical Leave Act Directive in effect at the time the leave is being used, then unpaid leave for the remainder of the FMLA period. Employees must apply for and be granted an FMLA leave of absence in accordance with District policy prior to use of sick leave for a serious health condition for a family member as defined in that policy.

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

#### ARTICLE XIV - TERMINATION PAY

SECTION 14.01 TERMINATION PAY. Employees with a District start date prior to November 2, 1994, who have completed five or more years of actual service to the District, shall receive upon final separation from that service for reasons other than discharge, termination pay to a maximum of thirty days' pay in accordance with the following schedule:

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

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

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

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

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

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

## ARTICLE XV - TRANSFER IN SAME CLASS

SECTION 15.01 TRANSFERS. These procedures will apply to all transfers between work locations.

SECTION 15.02 TRANSFER FORM. An employee desiring transfer shall complete and submit to his immediate supervisor a copy of the "Employee's Request for a Transfer" form.

SECTION 15.03 FORM PROCESS. A request promptly will be routed through supervisory channels as indicated on the form. A copy will be returned to the employee as soon as routing has been completed.

SECTION 15.04 REQUEST AND SENIORITY. Whenever a vacancy is to be filled, the first priority for filling such vacancy will be given to a transfer at the request of a present employee. An employee on Ordinary Disability, Duty Disability, an unpaid Leave of Absence, or not otherwise actively at work will not be considered for transfer. An employee on Ordinary Disability, Duty Disability or unpaid Leave of Absence with a valid transfer request will be considered for transfer if he/she has an established return to work date and the department has determined that the position can remain vacant until that established return to work date. Such transfers will be made in accordance with seniority, as defined in Article XVI, Section 16.01, provided that, in the District's judgment, the employee requesting such transfer is willing, qualified, able, and possesses an acceptable work record.

SECTION 15.05 PROBATIONARY EMPLOYEE. A probationary employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 15.06 PROVISIONAL EMPLOYEE. A provisional employee may submit a request for transfer, but shall not normally be considered for transfer until similar requests from permanent and probationary civil service employees have been satisfied.

SECTION 15.07 REQUEST PRIORITY. Any request for transfer which has been submitted less than thirty calendar days prior to the occurrence of a vacancy shall not normally be considered for transfer to such vacancy until similar requests submitted thirty or more days prior to the occurrence of the vacancy have been satisfied.

SECTION 15.08 REQUEST ROSTERS. The Human Resources Department will establish suitable rosters of all requests for transfer into, and out of, each location. These rosters will be available for reasonable examination by employees and their representatives during regular business hours at the Main Office.

SECTION 15.09 REQUEST DURATION. Any and all requests for transfer submitted by an employee shall remain on the rosters and shall be deemed valid and considered current until a transfer request is satisfied or the employee submits a written authorization to withdraw the requests. Once an employee is transferred voluntarily, all other transfer requests on file for the transferred employee will be removed and the employee must resubmit any other desired transfer requests. A request for transfer or a request to withdraw a transfer are deemed to be valid only after 1.) the form for such request(s) has been submitted to the employee's immediate supervisor, 2.) the immediate supervisor has initialed and dated the form(s) and returned a copy to the employee, 3.) the immediate supervisor forwards the form(s) to the appropriate section within the Human Resources Department, 4.) the request(s) is reviewed and entered, and 5.) a copy of the form(s) indicating the request(s) has been reviewed and entered is returned to the employee. If the employee has not received a copy of the processed form(s) within ten (10) working days of submitting the request, the employee must ask the Human Resources Department, or ask his/her immediate supervisor to inquire if the request(s) have been received and processed in order to ensure his/her request(s) is valid and on file.

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

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

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

**SECTION 15.10 TRANSFER WAIVER.** An employee may waive his/her right to transfer one time to a subsequent transfer for which he/she is eligible.

After one waiver of a requested transfer the employee shall be removed from the roster and will be required to wait thirty days before he/she may put in a new transfer request for the same position.

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

**SECTION 15.11 TRANSFER LIMITATION.** Any employee who has been transferred in accordance with this Section shall not be considered for another transfer for a period of six months from the date of transfer, unless it is in the best interest of the District to do so.

**SECTION 15.12 HONORING TRANSFER REQUESTS.** Once a position has been determined to be an ultimate vacancy, and a requisition has been generated to fill the position, and signed by the Director of Human Resources, no transfer requests will be honored to that position.

**SECTION 15.13 TRANSFER IN SAME CLASS.** If a vacancy occurs that the District desires to fill, and if said vacancy cannot be filled by voluntary transfer, an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2", or "(AC)" where the employee's job duties are no longer required will occur. If an employee returned to work from ordinary disability or from a leave of absence and was temporarily placed into a position with a budgetary designation of "108", the least senior employee in the section with the "108" position will be involuntarily transferred first, before considering an involuntary transfer of the least senior employee in a section with budgetary designations "#1", "#2", or "(AC)".

**SECTION 15.14 INVOLUNTARY TRANSFER.** An employee on an unpaid Leave of Absence, or on Ordinary Disability or Duty Disability will not be vacated from his/her position until he/she has been on an unpaid Leave of Absence, or Ordinary Disability for three (3) months or Duty Disability for five (5) months. An employee who has been continuously Absent Without Leave (AWOL) will not be vacated from his/her position until he/she has been AWOL for thirty (30) calendar days. When an employee has been involuntarily transferred due to a long term duty disability, ordinary disability, or leave of absence, and the position is vacated, when the employee returns to work, the employee will be placed in a position according to past practice as follows:

- **Duty Disability:** The employee will be returned to the plant location on rotating shift, relief or day position that the employee was in at the time the injury occurred.

- Ordinary Disability: The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time the employee was approved for Ordinary Disability. However, if the position has been filled, the employee will return to work to the plant and assignment that is vacant at that time.
- Leave of Absence: The District will attempt to return the employee to the plant location on rotating shift, relief or day position the employee was in at the time the employee was approved for the Leave of Absence. However, if that position has been filled, the employee will return to work in accordance with Rule 9.09 of the Personnel Rules for the Classified Service.

SECTION 15.15 DISCIPLINARY TRANSFER. Employees may be temporarily reassigned pending completion of an investigation by the District as outlined below. The temporary reassignment will continue until the District makes a determination regarding potential discipline. Upon completion of an investigation, if the District determines that the allegations are unsubstantiated, the temporary reassignment(s) will no longer continue and the employee(s) will be returned to the position they held prior to the investigation.

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

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

In these instances, the District will notify Local Union 9 of the allegations and investigation, the disciplinary action, and the need to make a transfer(s) to prevent any further violations or inappropriate conduct by an employee(s). The District will consider transfer requests on file when making the determination on transferring employees. These transfers will not be executed without the approval of the Executive Director.

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

Employees who are involuntarily transferred in accordance with the above language and who were not a party to the allegations, investigation or subsequent discipline based on the incident,



which resulted in their involuntary transfer, may submit a transfer request immediately to return to the location and shift the employee was transferred from and the six month and 30 day restriction will not apply. The involuntarily transferred employee who has submitted a transfer request will be the first employee eligible for such transfer to return to the location and shift the employee was transferred from, if such transfer does not require the waiver of a crosshatch.

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

## ARTICLE XVI - SENIORITY

**SECTION 16.01 SENIORITY DEFINITION AND APPLICATION.** Seniority shall be measured by continuous service in the class in which the employee is employed at the time seniority is determined. Seniority shall continue while an employee is on leave of absence on account of sickness or injury which is compensable under the Occupational Diseases Act or the Workmen's Compensation Act. An employee returning to service from Ordinary Disability, layoff, or Duty Disability not compensated under the above stated statutes shall retain seniority credit for all prior service in the class.

**SECTION 16.02 LAYOFF AND RECALL.** When one or more, but less than all employees occupying the positions in a single class are to be laid off or recalled, such employees shall be laid off or recalled according to seniority.

**SECTION 16.03 ACTING ASSIGNMENTS.** For Chief Power House Dispatcher I and Chief Electrical Operator acting assignments scheduled for five or more work days, employees in the subordinate classes regularly assigned to that work location shall be considered by classification, and then seniority within each classification for up to one month at a time on a rotating basis provided that, in the District's judgment the employee is willing, qualified, able, and possesses an acceptable work record.

For Power House Dispatcher and Electrical Operator II acting assignments, shift employees in the subordinate classes assigned to that work location and that shift shall be considered by classification and then seniority within each classification on a rotating basis as follows:

For scheduled acting assignments, the scheduled employee shall perform the acting assignment. For non-scheduled acting assignments, employees in the subordinate classes assigned to that work location and that shift shall be considered by classification and then seniority within each classification on a rotating basis provided that, in the District's judgment the employee is willing, qualified, able, and possesses an acceptable work record.

The District reserves the right to modify the schedule based on operational needs and these modifications shall be considered scheduled.

SECTION 16.04 TEMPORARY - PROVISIONAL PROMOTIONS. For temporary-provisional appointments, consideration shall be given to the employee's location, classification, and seniority in that classification.

SECTION 16.05 SENIORITY LIST. A seniority list in all job classifications in this Agreement shall be maintained and a copy including all updates shall be sent to the Business Manager of Local Union 9. The District will notify the Union when any employees are hired, promoted, or terminated in the classifications covered under this Agreement. In most circumstances, the District will attempt to notify the Business Manager via email when a start date has been established for a new hire. However, written notification for new hires and promotional appointments will occur no later than 10 days after a start date has been established and within 10 days after an employee has separated from the District.

#### ARTICLE XVII - AUTO AND MEAL ALLOWANCE

SECTION 17.01 AUTO ALLOWANCE. Employees authorized to use their private motor vehicles for District business on a regular basis will be compensated in accordance with the Handbook of Employee Expense Rules and at the rate established as District Policy by the Clerk/Director of Finance for all such miles. The District reserves the right to change the procedures in the Rules. However, with the exception of the rate established for mileage reimbursement, the benefits provided will not be diminished during the term of this Agreement.

SECTION 17.02 AUTO ALLOWANCE FOR ROUND TRIP. Any employee requested by the Plant, Section or Department Head to report to the Main Office or other District facility for District business during working hours shall be entitled to mileage allowance in the amount of one (1) round trip from the Plant to the Main Office or other facility, if transportation is not provided.

SECTION 17.03 MEAL ALLOWANCE. When an employee is required to work unscheduled overtime prior to or immediately following a regular tour of duty and such employee works twelve (12) or more consecutive hours, he/she shall be allowed \$10.00 for meal compensation after completing the twelfth consecutive hour of work. Meal time periods shall not exceed one (1) hour in time, when and if conditions permit.

#### ARTICLE XVIII - INSURANCE

SECTION 18.01 HEALTH. Health Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.02 DENTAL. Dental Insurance will be provided to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.03 LIFE. Life Insurance will be granted to employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.04 HEALTH REIMBURSEMENT ARRANGEMENT (HRA). A Health Reimbursement Arrangement will be established for employees in accordance with the provisions of Schedule D of this Agreement.

SECTION 18.05 401(a) RETIREMENT ACCOUNT. A 401(a) Retirement Account will be established for employees in accordance with the provisions of Schedule D of this Agreement.

## ARTICLE XIX - GRIEVANCE PROCEDURE

SECTION 19.01 GRIEVANCE PROCEDURE. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance. Other employee or Union work related complaints may be brought before the Civil Service Board provided such complaints are within the jurisdiction of the Civil Service Board. Further, it is agreed that the grievance provisions and the Civil Service appeals procedure are mutually exclusive, and that no relief shall be available under both. Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

### Step I

A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within seven calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to his/her immediate supervisor.

B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and Local Union 9 within seven calendar days after receipt of the written complaint.

### Step II

A. If the grievance is not settled at the first step, a Local Union 9 representative and/or the employee shall have the right to make an appeal in writing on Employee Problems Form Step II to the Department Head within seven calendar days after the date of receipt by the Union of the decision by the immediate supervisor.

B. The Department Head or his/her designated representative will notify the employee in writing with a copy to Local Union 9 of his/her decision on Employee Problems Form Step II within seven calendar days of receipt of the Step II form.

### Step III

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

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

C. If a grievance is not settled at the third step, either Local Union 9 or the District may notify each other in writing within ten days of the receipt of the Step III decision, that they request final and binding arbitration.

D. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. If the initial grievance is not presented within the time limit set forth in Step IA above, the employee and/or Local Union 9 shall be considered to have waived the right to pursue the grievance.

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

**SECTION 19.02 FINAL AND BINDING ARBITRATION.** Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application or enforcement of the provisions of this Agreement, except, however, that the following subject shall not be submitted nor subject to binding arbitration:

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

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

The parties agree that the Director of Human Resources will contact the National Academy of Arbitrators for a listing of Academy Arbitrators who reside in Illinois, Indiana, or Wisconsin.

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

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

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

Arbitrators will be contacted by the Director of Human Resources in an alphabetically rotating manner within seven days of the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected Arbitrator. The decision of the Arbitrator shall be final and binding upon Local Union 9, and the District. The authority of the arbitrator shall be limited to the construction and application of the specific terms of this Agreement. He/she shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific terms of this Agreement or to impose liability not specifically expressed herein.

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

## ARTICLE XX - NO STRIKE - NO LOCKOUT

SECTION 20.01 NO STRIKE - NO LOCKOUT. During the term of this Agreement, neither the Union nor its agents nor any employee covered by this Agreement for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District. During the term of this Agreement, neither the District nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

SECTION 20.02 EMPLOYEE-UNION REPRESENTATIVES DUTIES. Local Union 9 agrees to notify all local officers and representatives covered under this Agreement of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by employees covered under this Agreement and to encourage such employees in violation of Section 20.01 to return to work.

SECTION 20.03 VIOLATION. The District may discharge or discipline any employee who violates Section 20.01 and any employee who fails to carry out his/her responsibilities under Section 20.02, and Local Union 9 will not resort to the Grievance Procedure on such employee's behalf.

SECTION 20.04 UNION ACTION IN EVENT OF A STRIKE. Should a strike or concerted slowdown or stoppage of work by employees of the District covered under this Agreement occur during the term of this Agreement, Local Union 9, before the end of the next scheduled workday after receipt of written notice from the District, shall be obligated to do the following things:

A. Advise the District in writing that the strike or stoppage has not been called or sanctioned by Local Union 9. Failure on the part of Local Union 9 to immediately denounce the strike, work stoppage, slowdown or other interference with District operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with District operations is authorized.

B. Provide copies of the following notice on Local Union 9's letterhead to be posted on bulletin boards in the Plant and other District facilities: "We have been advised by the Metropolitan Water Reclamation District of Greater Chicago that a strike, stoppage or slowdown has occurred in the District. Inasmuch as no strike, slowdown or stoppage has been called or sanctioned by Local Union 9, if you are engaged in any such strike, slowdown or stoppage, you are hereby instructed to return to work immediately."

SECTION 20.05 JUDICIAL RELIEF AND OTHER REMEDIES. Nothing contained herein shall preclude the District or Local Union 9 from obtaining judicial relief or other legal remedies in the event of a violation of this Article.

## ARTICLE XXI - SEPARABILITY AND NOTICE

SECTION 21.01 AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT. If any part of this Agreement is determined by a Court of Law, the Illinois Labor Relations Board, or other operation of law to be invalid or inapplicable to any employees covered by this Agreement, all other provisions of this Agreement shall remain in full force and effect. Either party to this Agreement shall have the right to re-open negotiations to determine how issues relating to such affected sections of the Agreement shall be resolved. Nothing in the Agreement

shall prohibit the District from taking steps to comply with the requirements of the Americans with Disabilities Act.

SECTION 21.02 NOTICES. All notices required under this Agreement shall be in writing and sent by Local Union 9 to the District in triplicate to the following:

- A. Executive Director
- B. Director of Human Resources
- C. Labor Negotiator

Notices sent by the District shall be mailed to the Business Manager of the International Brotherhood of Electrical Workers, Local Union 9, AFL-CIO. The District will notify Local Union 9, when any employees are hired or terminated in the classifications covered under this Agreement.

## ARTICLE XXII - AMENDMENTS AND ENTIRE AGREEMENT

SECTION 22.01 ENTIRE AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Local Union 9, for the duration of this Agreement, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and for the duration of this Agreement the District shall not reduce or eliminate any fringe benefit or working rule contained in this Agreement.

SECTION 22.02 AMENDMENTS. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the District, the Union, and the employees.

## ARTICLE XXIII - NON-DISCRIMINATION

SECTION 23.01 NON-DISCRIMINATION. Neither the District nor Local Union 9 will discriminate against any employee in the bargaining unit with regard to wages, hours or conditions of employment on the basis of race, sex, age, religious affiliation, or national origin, or disability in violation of any Federal or Illinois law. Allegations of harassment, discrimination, and retaliation shall not be pursued through the grievance procedure but shall be reported to the District's Human Resources Department as required by Administrative Procedure 10.5.0, or submitted to the appropriate State, County, or Federal Agency.

## ARTICLE XXIV - MISCELLANEOUS

SECTION 24.01 SAFETY EXPENSE. The District will reimburse employees on an annual basis for safety boots and safety glasses at a rate and method to be determined by the Safety Manager. The rate of reimbursement for safety shoes/boots will be equal to but not more than one-half of the cost per pair up to a maximum of \$150.00. The rate of reimbursement for safety glasses will be equal to but not more than one-half the cost per pair up to a maximum of \$100.00.

SECTION 24.02 TUITION REIMBURSEMENT. The District will reimburse employees for tuition costs for authorized courses for both undergraduate and graduate level course work for on-line or classroom courses, as well as non-credit certificate courses in accordance with Administrative Procedure 10.4.0 Tuition Reimbursement Program for Non-Represented Employees. Reimbursements are limited to approved tuition costs and mandatory fees levied on all students, including laboratory fees.

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

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

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

SECTION 24.03 WARNING NOTICES. Warning notices shall not be considered part of an employee's personnel record after one year, provided the employee does not receive any other disciplinary action(s) during that one year period and files a written request with the Human Resources Department to have the written warning removed from his/her personnel file.

SECTION 24.04 VOTING TIMES. The District will allow non-shift employees a maximum of two hours off without penalty at the beginning or end of the workday for the purpose of voting in any Federal, State or local election provided the employees submit a written request no later than two working days prior to the election. Proof of participation in the election process may be requested from employees by the Department Head before authorizing pay for such absences. The maximum of two hours off without penalty for the purpose of voting in any Federal, State, or local election does not apply to participation in the casting of early ballots during any period authorized by election authorities for early voting.



SECTION 24.05 FACILITY CLOSURES. When the District allows paid time off as a result of a facility closure or due to an emergency or other reasons, the following paragraphs will apply.

1. Full Day District Designated Facility Closure

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

## 2. Partial Day District Designated Facility Closure

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

In no circumstances will the premium compensation (1-1/2 times the hourly rate or (0026) Holiday Earned credit) as identified in the paragraphs above extend beyond twenty-one (21) consecutive calendar days. When a facility closure is deemed to continue past fourteen (14) consecutive calendar days, the District and the Union shall meet for the purpose of negotiating and agreeing upon what the proper compensation will be if the facility closure extends beyond twenty-one (21) consecutive calendar days. Should employees be instructed to continue not to report to work, such employees shall be coded as payroll code 0017A. Nothing contained in this section shall prevent the District from exercising its rights under Section 2.01, Management Rights.

**SECTION 24.06 UNION LEAVE.** The District will grant a request for a leave of absence for one employee for the purpose of service as Representative or Officer with the International, State, District Council, or Local Organization of the Union for the duration of his/her appointment to the Union, provided the employee submits a request for an extended leave

of absence, and renews such request annually as required by the District's Personnel Rules. While on such leave, the employee will retain their accumulated seniority, and will accumulate additional seniority only for the purpose of transfer requests and vacation picks while on leave. Employees on leave for union service will not be eligible for District benefits during such leave.

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

**SECTION 24.07 DIRECT DEPOSIT.** All employees will be required to participate in the electronic direct deposit of their payroll check into an account that the employee specifies.

**SECTION 24.08 MILITARY LEAVE.** The District will grant military leave in accordance with Illinois State and Federal laws.

**SECTION 24.09 ARC-FLASH PROTECTIVE CLOTHING ALLOWANCE.** Employees designated by the District are required to wear flame-retardant arc-rated clothing at all times while working. Such clothing shall consist of, at a minimum, flame-retardant arc-rated long-sleeve shirt and pants. All such clothing must meet the standards for hazard/risk category 2 (rating of at least 8 cal/cm<sup>2</sup>). At any time, the District may verify that employees are properly attired in required arc-rated protective clothing. Sufficient arc-rated protective clothing shall be kept at work as necessary for work assignments.

The District will reimburse new employees for the purchase of one (1) category 2 arc-flash rated jacket, five (5) pairs of pants, five (5) shirts and one (1) belt of category 2 arc-rated clothing, one (1) category 4 ventilated hood, and one (1) 20,000 volt pair of gloves and leather glove protectors immediately upon hire. The employee must complete a reimbursement form, present a receipt for the purchases, and have the reimbursement approved by the appropriate member of District management. Effective January 1 of the year following the commencement of employment (and for all current employees who have worked more than one year), during each calendar year employees will be entitled to reimbursement for up to five (5) replacement garments (pants and/or shirts) of arc-rated protective clothing. In addition, effective June 30, 2024 and every January 1 thereafter, employees will be entitled to up to an annual maximum reimbursement of \$450 for the purchase of additional arc-rated protective garments (e.g. overalls, sweat shirt, jacket, balaclava, boots). 20,000 volt gloves, leather glove protectors, and hoods will be replaced as needed. All reimbursements will be issued in accordance with the District's Handbook of Employee Expense Rules procedures. Unused reimbursement entitlements do not roll over from year to year. The District may, at its discretion, provide a list of suppliers from which purchases shall be made.

The District agrees to replace, at its own expense, any arc-rated clothing items damaged by, or otherwise required to be replaced after, an arc flash incident. Additionally, the District agrees to, at its own expense and in its sole discretion, to replace arc-rated clothing damaged in the course of normal work activities.

Flame-retardant arc-flash clothing must be maintained in good condition. Clothing that is torn, damaged, soiled or otherwise deemed inappropriate by the District to provide the necessary

protection shall not be worn. Employees are responsible for laundering and care of their own protective clothing, and are required to follow correct laundering and care procedures to ensure the continuing effectiveness of the clothing.

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

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

**SECTION 24.10 LABOR MANAGEMENT COMMITTEE ON THE RETURN TO WORK PROGRAM.** The District and the unions representing District employees shall establish a "Labor Management Committee on the Return to Work Program." The Committee shall consist of staff from the District's Employee Relations Section, the Risk Manager, and other District representatives designated by the District and representatives from each of the District's bargaining units. The size and composition of this Committee may be changed by mutual agreement of the parties. The Committee shall meet not less than three times a calendar year, with additional meetings as deemed necessary by the agenda determined by the Committee. Both the District and representatives of the unions shall assist in the preparation of the agenda for all Committee meetings.

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

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

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

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

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

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

**SECTION 24.11 LABOR MANAGEMENT COMMITTEE ON ELECTRICAL SAFETY.** The purpose of the Labor Management Committee on Electrical Safety is to increase safety awareness of the bargaining units through collaborative discussions between the District and the Unions. The Unions agree to create a Labor Management Committee on Electrical Safety, and commit themselves to the fullest cooperation in discussing and developing methods to improve safety and address safety concerns at the District. The Committee will meet no less than twice a year, or more frequently by the mutual consent of the Unions and the District. Topics for discussion may be placed before the Committee by either the Unions or the District. The size and composition of this Committee may be changed by mutual agreement of the parties. Both the District and Representatives of the Unions shall assist in the preparation of the agenda for all Committee Meetings.

The Committee is advisory only. It is intended to promote collaboration and discussion over the safety of District employees. It in no way diminishes the rights contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the District regarding the safety of its employees.

**SECTION 24.12 CONFINED SPACE ENTRY.** For confined space entry, any qualified employee from any classification may be assigned top-man duties based on operational needs. Qualified employees may perform top-man duties for any employee classification that is entering and performing work in a confined space unless special circumstances dictate otherwise.

#### ARTICLE XXV - DURATION OF AGREEMENT


**SECTION 25.01 TERM.** This Agreement shall become effective on July 1, 2024, and shall continue in full force and effect through June 30, 2027, and from year to year thereafter unless at least 60 days prior to June 30, 2027 or at least 60 days prior to June 30th of any year thereafter notice is given in writing by either party to terminate this Agreement or to negotiate a successor Agreement. If the parties are unable to reach an agreement on a successor Agreement prior to the expiration of this Agreement or any extension thereof, which is mutually agreed by the parties, this Agreement shall expire on June 30 following the date of notice or on the expiration date of the extension. Any Agreement to extend the expiration date shall be mutually agreed to by the parties in writing and approved by the District's Executive Director and Board of Commissioners.

**SECTION 25.02 MEDIATION AND FACT FINDING.** If the parties are unable to reach agreement on a successor Collective Bargaining Agreement, the parties agree to request the services of a Mediator from the Local Labor Relations Board. The parties agree to split the expenses of the Mediator equally. Further, if the parties are unable to reach agreement on a successor Collective Bargaining Agreement, after mediation and upon expiration of the current Agreement, the parties may mutually agree to extend this Agreement and to submit the dispute to a Fact Finder who will be selected in accordance with the provisions of the Illinois Public Labor Relations Act. In accordance with the Act, the findings of the Fact Finder shall be advisory only.

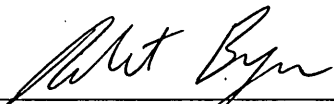
This Agreement and its Schedules are made in duplicate, and each copy is an original copy.

Executed at Chicago, Illinois, this 21<sup>ST</sup> day of NOVEMBER, 2024

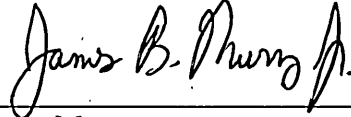
For the International Brotherhood of Electrical Workers, Local No. 9, AFL-CIO

  
William W. Niesman  
Business Manager

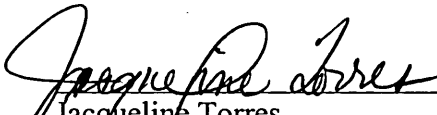
For the Metropolitan Water Reclamation District of Greater Chicago

  
Robert P. Byrne  
Labor Negotiator

Approved as to Form and Legality

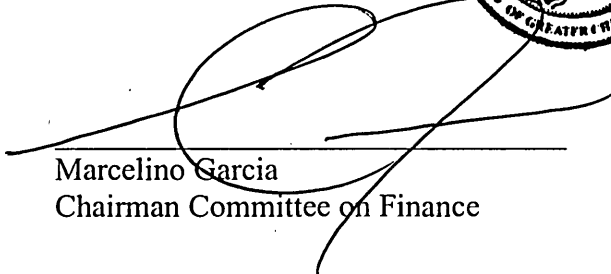
  
James Murray  
Head Assistant Attorney


  
Susan T. Morakalis  
General Counsel

  
Jacqueline Torres  
Clerk/Director of Finance

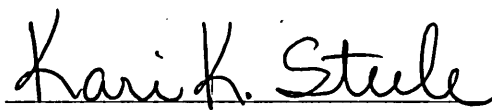


  
Brian A. Perkovich  
Executive Director

  
Marcelino Garcia  
Chairman Committee on Finance

  
Patricia Theresa Flynn  
Chairman Committee on Labor and Industrial Relations

APPROVED:

  
Kari K. Steele  
President Board of Commissioners

(PART AND PARCEL OF AGREEMENT effective July 1, 2024)

SCHEDULE A

HOLIDAYS

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

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Five (5) Optional Holidays

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

In addition to the eleven holidays listed above, each employee is granted five (5) Optional Holidays, which may be used by the employee for any reason and shall be provided to satisfy the minimum amount of leave required by the Illinois Paid Leave for All Workers Act. New employees with a start date on or before June 30<sup>th</sup> shall be provided five (5) Optional Holidays. New employees with a start date on or after July 1<sup>st</sup> shall be provided three (3) Optional Holidays and will then receive five (5) Optional Holidays on January 1<sup>st</sup> of the year following their start date. An employee in an unpaid status on January 1<sup>st</sup> will be provided Optional Holidays upon return to work. If the return to work is on or before June 30<sup>th</sup> the employee will be provided Optional Holidays five (5) Optional Holidays. If the return-to-work date is on or after July 1<sup>st</sup>, the employee will be provided three (3) Optional Holidays for that calendar year.

The Optional Holidays shall be taken in full day increments and shall be scheduled with the prior approval of the immediate supervisor. If the need to take an Optional Holiday is foreseeable, the employee must request to use an Optional Holiday at least seven (7) calendar days in advance. If the need to use an Optional Holiday is unforeseeable, the request to use an Optional Holiday must be made as soon as the employee becomes aware of the need. In certain limited circumstances, *e.g.* a rain event, a flooding event, an emergency situation, a holiday, or the day(s) directly before or after a holiday or special event, the District may deny the employee's request to use an Optional Holiday to ensure sufficient personnel exists for the continued and proper functioning of District operations or to meet its core operational needs. Optional Holidays must be used by the end of the calendar year and cannot carry over from one calendar year to the next. Unused Optional Holidays shall not be payable at separation.

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

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

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

## SCHEDULE B

### VACATIONS

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

### SCHEDULE C

#### SICK LEAVE

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

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

## SCHEDULE D

### INSURANCE

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

Effective January 1, 2025, costs for employees in the health maintenance organization (HMO) program will be based on ten percent (10%) of the actual cost for that program for a twelve month period ending August 31, 2024.

Effective January 1, 2026, costs for employees in the HMO will be based on ten percent (10%) of the actual cost for that program for a twelve month period ending August 31, 2025.

Effective January 1, 2027, costs for employees in the HMO program will be based on ten percent (10%) of the actual cost for that program for a twelve month period ending August 31, 2026.

Effective January 1, 2025, costs for employees in the preferred provider organization (PPO) program will be based on eleven percent (11%) of the actual cost for that program for a twelve month period ending August 31, 2024.

Effective January 1, 2026, costs for employees in the PPO will be based on eleven percent (11%) of the actual cost for that program for a twelve month period ending August 31, 2025.

Effective January 1, 2027, costs for employees in the PPO program will be based on eleven percent (11%) of the actual cost for that program for a twelve month period ending August 31, 2026.

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

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

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

## PPO

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

For employees in the PPO the following will apply:

- The annual In-Network deductible will be \$350.00 per individual, the annual In-Network deductible for Employee + 1 will be \$700.00 and the maximum annual In-Network deductible per family will be \$1,050.00. The annual Out-of-Network deductible will be \$700.00 per individual, the annual Out-of-Network deductible for Employee + 1 will be \$1,400.00 and the maximum annual Out-of-Network deductible per family will be \$2,100.00.
- Coinsurance will be 85% of eligible charges after the annual deductible has been met.
- A \$125.00 co-payment for the emergency room per visit will be required. The co-payment is waived if the patient is admitted from the emergency room.
- A Prescription Drug Step Therapy and Prior Authorization program will be utilized.
- The annual out-of-pocket expense limit is \$1,500.00 per individual, \$3,000.00 for Employee + 1 and a maximum of \$4,000.00 per family for in-network providers. The annual out-of-pocket expense limit is \$3,000.00 per individual, \$6,000.00 for Employee + 1 and a maximum of \$9,000.00 per family for out-of-network providers.
- Coverage for outpatient surgery will be as follows:

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

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

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

### **Wellness Benefit**

- Routine Lab Work
- Routine X-rays
- Hearing Screenings
- Routine Sleep Study

- Routine EKG
- Routine Ovarian Cancer Lab/X-ray
- Routine Colorectal Lab/X-ray

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

### **Preventative Care Services**

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

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

### HMO

For employees in the HMO the following will apply:

- A \$25.00 co-payment for office visits will be required.
- A \$25.00 per admission deductible for outpatient services will be required.
- The annual out-of-pocket expense limit is \$1,500.00 per individual and a maximum of \$3,000.00 per family.
- A \$125.00 co-payment for the emergency room will be required. The co-payment is waived if the patient is admitted from the emergency room.

### Prescription Drug Coverage

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

Retail

Based on a 30-day supply

	<u>Co-payment</u>
Generic	\$10.00
Formulary	\$30.00
Non-Formulary	\$50.00
Specialty	\$100.00

Mail Order

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

	<u>Co-payment</u>
Generic	\$20.00
Formulary	\$60.00
Non-Formulary	\$100.00

The District will continue to utilize the Blue Cross Blue Shield of Illinois Balanced Drug list. The formularies are determined by the pharmacy benefits manager and the mail order provider, and are not subject to notice of changes or approval of such changes by the District.

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

B. A dispute between an employee (or his/her dependent) and the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Local Union 9.

C. Employees will have the choice of the preferred provider organization (PPO) program or a health maintenance organization (HMO) selected by the District for health insurance benefits. The District may offer coverage under more than one (1) HMO.

D. Where both husband and wife are employed by the District, the choices for health insurance coverage will be as follows: two individual employee contracts; one individual employee contract and one employee plus one dependent (excluding spouse) contract; one individual employee contract and one family (excluding spouse) contract; one employee plus one dependent contract; or one family contract.

E. During the term of this Agreement if some form of federally mandated health care reform is instituted or existing health care reform laws are changed which have an impact on the health care program provided in this Agreement, the District or the Union may request to reopen the Agreement for health insurance only by providing written notice to the other party within sixty (60) days of the effective date of such legislation and only with the mutual consent of both parties.

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

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

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

## 2. LIFE INSURANCE

A. The District shall provide each full-time employee covered by this Agreement with a paid \$25,000 group term life policy.

B. The District reserves the right to provide this life insurance under a group insurance policy by an insurance company selected by the District.

## 3. DENTAL INSURANCE

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

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

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

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

#### 4. Health Reimbursement Arrangement

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

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

	Effective July 1, 2023 – June 30, 2025
Hourly Contribution	\$0.50

The following provisions will apply to the HRA accounts:

- Account balances may be carried over from year to year, unless forfeited for any of the reasons described in the plan provisions.
- Contributions for eligible hours worked will be credited to employee accounts on a quarterly basis on the 15<sup>th</sup> of the month following the end of the quarter (ex. hours worked from January through March will be credited on April 15<sup>th</sup>).
- Covered expenses are “qualified medical expenses” under Section 213(d) of the Internal Revenue Code. No other expenses will be eligible for reimbursement from the HRA account.
- No reimbursement will be made for an expense that is incurred before January 1, 2022.
- HRA account balances will be forfeited in the following situations:

- A newly hired employee does not successfully complete the probationary period and is terminated by the District.
- The employee is involuntarily separated from the District.
- The employee voluntarily separates from the District for reasons other than retirement. If the employee enrolls in COBRA coverage, the account will remain active until COBRA coverage ends.
- The account balance is less than \$250 and no contributions into or reimbursements out of the account have occurred for a period of two years.
- The employee voluntarily chooses to opt-out of the HRA.
- The employee dies and the surviving spouse or dependent(s) are no longer eligible for coverage under the health plan.

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

Effective July 1, 2025, no new contributions will be made to employee HRA accounts. The final contributions made to the HRA accounts will be for the quarter ending June 30, 2025 (credited to employee accounts by July 15, 2025). Employees with an account balance will continue to have access to the HRA account and can continue to submit reimbursement requests until the account balance is exhausted. All other plan provisions above, including forfeiture provisions, will continue to apply.

#### 5. 401(a) RETIREMENT ACCOUNT

Effective July 1, 2025, the District will begin making contributions to a 401(a) retirement account for regular full-time employees covered under this agreement. The District will make contributions to the employee’s 401(a) retirement account based on the number of hours actually worked, including overtime. For purposes of the retirement account, hours worked will not include vacation, sick, or other compensatory time or time on a leave of absence, whether paid or unpaid. Contributions will be calculated in accordance with the following schedule:

	Effective July 1, 2025	Effective July 1, 2026
Hourly Contribution	\$1.00	\$1.25

Contributions for eligible hours worked will be credited to employee 401(a) retirement accounts on a quarterly basis on the 15<sup>th</sup> of the month following the end of the quarter (ex. Hours worked from January through March will be credited on April 15<sup>th</sup>). The employee is not required to participate in the District 457(b) deferred compensation plan to receive these 401(a) retirement plan contributions.



The District retains the right to select the plan administrator for the 401(a) retirement accounts.

## 6. LABOR MANAGEMENT COMMITTEE ON HEALTH CARE

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

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

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

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

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

## SCHEDULE E

### DRUG AND ALCOHOL TESTING POLICY

#### A. Policy Statement

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

#### B. Voluntary Treatment

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

#### C. Drug and Alcohol Testing

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

1. For this policy, drugs are defined as any illegal drugs or illegally used prescription drugs. While cannabis use is legal in Illinois for both recreational and medicinal purposes, the Illinois Cannabis Regulation and Tax Act allows employers to adopt drug-free workplace policies. The District remains a drug and alcohol free workplace. If reasonable suspicion testing results in a positive test result for cannabis, it will be treated as a violation of this Drug and Alcohol Testing Policy.
2. Urine sample collection will be done by a service provider selected by the District. That service provider will be required to maintain a strict chain-of-custody procedure to ensure confidentiality, privacy, and uncontaminated samples.

3. Employees must sign a consent form prior to testing. Failure to sign the consent form or to comply with testing, although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge.
4. Urine samples will be analyzed by a laboratory selected by the District and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to perform such analysis. The laboratory will be required to maintain a strict chain-of-custody procedure for all samples.
5. A positive initial screening of a drug test will be subject to a confirmatory test. A positive confirmatory test result will be submitted to a Medical Review Officer (MRO) for further analysis. A positive test result as determined by the MRO constitutes a violation of this policy. A negative screen test or negative confirmatory test as determined by the MRO will be considered as a negative drug test. No disciplinary action shall result from a negative test. The employee shall be made whole and all references to the test will be removed from the employee's file. If the MRO cancels a drug test result or recommends a re-test due to a testing irregularity (e.g., a dilute sample) the employee will be subject to a re-test without notice.
6. At the time the urine sample is collected, the employee may request a split sample to be analyzed by an independent laboratory certified by SAMHSA. The independent laboratory must also maintain strict chain-of-custody procedures. The split sample testing requested by the employee will be at the employee's expense and subject to the same standards as the laboratory selected by the District.
7. Employees directed to take a breathalyzer alcohol test will also be required to complete a consent form prior to testing. Failure to complete the consent form or to comply with testing, although not an admission of guilt, may subject an employee to disciplinary action up to and including discharge. Employees with a blood-alcohol content of .05 or greater will be considered in violation of this policy.

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

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

If an employee subject to disciplinary action before the Civil Service Board enters into a Stipulation of Facts and Admission of Charges ("Stipulation") with the District and approved by the Civil Service Board, the Stipulation may require an employee to initiate counseling and referral through the Employee Assistance Program. The employee will also be required to provide permission for any EAP treatment agency, organization, and aftercare provider to provide proof of participation and compliance to the District. Such employees will also be subject to periodic drug and/or alcohol testing. Failure to abide by the terms of the Stipulation, which may also include any violation of District rules, regulations, policies, or applicable collective bargaining agreement, a positive drug test,

or an alcohol test which determines an employee is under the influence may result in discharge by the Civil Service Board.

## SCHEDULE F

### FLEXIBLE SPENDING ACCOUNTS

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

#### Medical and Dependent Care Accounts

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

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

#### Transportation Accounts (Mass Transit and Parking)

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

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

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

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