

Resolution

FI-R-0620-16

CONTRACT RATIFICATION WITH THE  
INTERNATIONAL BROTHERHOOD OF OPERATING  
ENGINEERS LOCAL 399

WHEREAS, the Illinois Public Employee Labor Relations Act has established regulations regarding union recognition and collective bargaining in the State of Illinois; and

WHEREAS, a group of craft employees in the Public Works and Facilities Management Departments has authorized the International Union of Operating Engineers, Local 399 as their exclusive bargaining agent under the terms and conditions of the Act; and

WHEREAS, the County and the Operating Engineers have been bargaining in good faith to reach agreement, and

WHEREAS, these contract changes have been ratified by the Union members.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, accept and adopt the amendments to the contract attached to this resolution between the Operating Engineers and the County; and

BE IT FURTHER RESOLVED that the Director of Human Resources be authorized to execute said contract; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, County Board Office, and to all departments, listed above; and

Enacted and approved this 13th day of September, 2016 at Wheaton, Illinois.

\_\_\_\_\_  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
PAUL HINDS, COUNTY CLERK

Ayes: 17  
Absent: 1

**AGREEMENT**

Between

**COUNTY OF DUPAGE**

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 399**

**12/1/2015 to 11/30/2019**

**ALL AGREEMENTS SUBJECT TO RATIFICATION BY THE DUPAGE  
COUNTY BOARD**

## **PREAMBLE**

This Agreement is made and entered into by and between the County of DuPage (hereinafter referred to as the "County") and the International Union of Operating Engineers, Local 399 (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the wages, hours, and other terms and conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement;. as required by the Illinois Public Labor Relations Act.

The parties acknowledge their mutual desire to foster harmonious relations between the County and the employees represented by this agreement and to establish equitable and peaceful procedure for the resolution of differences, to prevent interruptions of work and interference with the efficient operation of the County, and to provide an orderly and prompt method for resolving grievances concerning the employees.

## ARTICLE I

### RECOGNITION AND REPRESENTATION

**Section 1. Recognition.** The County recognizes the Union as the sole and exclusive bargaining representative for all full-time employees of the County of DuPage comprising a county-wide unit of craft employees. The bargaining unit shall include all full-time employees in the following classifications:

- Maintenance Technician
- Senior Maintenance Technician
- Stationary Engineer
- Building Automation Systems Technician
- Stationary Engineer – PM Lead
- Electrician Technician
- Electrician
- Senior Electrician
- Plumber
- Senior Plumber
- Waste Water Facility Operator
- Senior Waste Water Facility Operator
- Water Facility Operator

Excluding all supervisory, confidential, managerial and short-term employees as defined by the Act and all other employees of the County of DuPage. A full-time employee shall be defined as an employee who is regularly scheduled to work at least forty (40) hours per week. The term "employee" or "employees" as used in this Agreement shall only refer to employees who are specifically included in the above described bargaining unit unless the context clearly require otherwise. A successor employer shall recognize the International Union of Operating Engineers, Local 399, as the bargaining representative for bargaining unit employees.

**Section 2. Union's Duty of Fair Representation.** The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union shall indemnify, defend and hold the County, its officers, officials, agents and employees, harmless against any claims, demands, suits or other forms of liability arising from any failure on the Union's part to fulfill its duty of fair representation.

**Section 3. Information Provided to Union.** Within thirty (30) days of effective date, the County shall provide to the Union in writing the following information concerning bargaining unit members:

- new hires
- promotions
- changes in positions
- terminations

## ARTICLE II

### DUES CHECKOFF

**Section 1. Voluntarily Executed Dues Checkoff** . During the term of this Agreement the County will deduct from each employee's paycheck the uniform Union dues for each employee covered by this Agreement for whom a written dues checkoff authorization, signed by the employee, has been filed with the County. The actual dues amounts to be deducted, as determined by the Union, shall be uniform based on salary classification for each employee in order to ease the County's burden in administering this provision. The Union may change the uniform dollar amounts once each year during the life of this Agreement by giving the County at least thirty (30) days' notice of any change in the amounts of the uniform dues to be deducted. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for the collection of dues. Voluntarily executed dues checkoff authorizations may be revoked between November 20 and November 30 of each year of this Agreement. Thereafter, the Fair Shares Dues Deductions shall apply for eligible employees.

**Section 2. Fair Share Dues Deductions**. During the term of this Agreement, those employees who have not signed a voluntary dues check off authorization card and are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union.

Such fair share fees shall be deducted by the County from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the County a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The foregoing provision shall not apply to any bargaining unit employee employed prior to November 14, 1994 and who was not a member of the Union on November 14, 1994.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. It is specifically agreed that any dispute concerning

the amount of the fair share fee and/or the responsibilities of the Union and the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

**Section 3. Indemnification.** The Union shall indemnify and hold harmless the County, its elected officials, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the County for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization or notice which is furnished pursuant to the provisions of this Article. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues check off provision.

## **ARTICLE III**

### **NON-DISCRIMINATION**

**Section 1. Prohibition Against Discrimination.** In accordance with all federal, state and local laws regarding Equal Opportunity, which includes the Americans with Disabilities Act, neither the County nor the Union will discriminate against any employee covered by this Agreement with regard to employment, tenure or any other term or condition of employment on the basis of race, color, sex, age, religion, creed, national origin, ancestry, marital status, political belief, veteran status, or sensory, mental or physical disability. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. Employees are also encouraged to contact the DuPage County Human Resources Department or their union representative should they have any concerns regarding potential discriminatory actions.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**Section 1. Definition.** Unless otherwise specifically provided herein, a "grievance" is defined as a dispute or difference of opinion raised by an employee against the County involving an alleged violation of an express provision of this Agreement. For the purposes of this article, the term "working days" shall mean the days Monday through Friday, inclusive, but excluding Saturdays, Sundays and Holidays on which the County is closed.

**Section 2. Procedure.** The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, an employee may process his grievance according to the following procedures. An employee making use of the grievance procedure shall not be subjected to any unjust treatment. Additionally, the employee may submit a written request to withdraw his grievance at any time prior to Step 3.

***STEP 1 – Immediate Supervisor***

Any employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested.

All grievances must be presented within ten (10) working days after the date of the first occurrence of the matter giving rise to the grievance. Any grievance not presented to the employee's immediate supervisor within said ten (10) day period shall be deemed waived. The immediate supervisor shall render a written response to the grievant within ten (10) working days after receiving the written grievance, not including the date of receipt. If the employee does not consider the immediate supervisor reply to be an acceptable resolution of the grievance filed, or if the response from the supervisor is not timely made, the employee may proceed to Step 2.

***STEP 2 – Department Head***

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Department Head within ten (10) working days after receipt of the immediate supervisor's written response. The written appeal shall specifically state the basis upon

which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Department Head, or his designee, shall discuss the grievance with the grievant and an authorized representative of the Union, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Department Head, or his designee, shall provide a written answer to the grievant and the Union within ten (10) working days following their meeting.

***STEP 3 – Director of Human Resources***

If the grievance is not settled at Step 2 and the Union Grievance Committee desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources within ten (10) working days after receipt of the Department Heads answer at Step 2. Thereafter, the Director of Human Resources or designee and other appropriate individual(s) as desired by the Director of Human Resources, shall meet with the grievant and a Union representative. If the grievance is resolved as a result of such meeting, the resolution shall be put in writing and signed by both the Union and the Director of Human Resources. If the grievance is not resolved, the Director of Human Resources or designee shall submit a written answer to the grievant and Union within ten (10) working days following the meeting.

***STEP 4 – Pre-Arbitration Meeting***

If the grievance is not resolved in Step 3, either party may request a pre-arbitration meeting to be held with the Director of Human Resources and the Union representative within ten (10) working days following the receipt of the Director of Human Resources written answer. This meeting shall constitute further attempt at resolving the issue prior to involving an arbitrator. The Director of Human Resources will present the Union representative with a written response as to the outcome of the pre-arbitration meeting within ten (10) working days following the meeting.

**Section 3. Arbitration.** If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) working days of receipt of the County's written answer as provided to the Union at Step 4. Such an appeal shall be made in writing to the Director of Human Resources.

- (a) If the grievance is appealed to arbitration, the Union and the Director of Human Resources shall attempt to agree upon an arbitrator within five (5) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) working days, the parties shall

jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The parties shall alternatively strike the name of an arbitrator, with the party requesting arbitration making the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

- (b) The arbitrator shall be notified of his/her selection through a joint letter from the Union and the Director of Human Resources and shall be requested to set a time and place for the hearing, subject to the availability of the Union and County representatives.
- (c) The arbitrator shall endeavor to submit his decision in writing within thirty (30) working days following the close of the hearing or the submission of briefs, whichever is later.
- (d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (e) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the County and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 4. Limitations on Authority of Arbitrator.** The arbitrator shall have no right or authority to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the County which are under law, granted to the County by law, court decisions, or the provisions of this Agreement.

Any decision and award of the arbitrator, if rendered consistent with the authority outlined above shall be final and binding on the County, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and the Illinois Labor Relations Act.

**Section 5. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) working days after the first occurrence of the event-giving rise to the grievance. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 6. Miscellaneous.** Employees shall not be permitted to raise unrelated issues at Step 2, Step 3, and Step 4, or during the Arbitration process. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the County unless and until the County has agreed thereto in writing.

**ARTICLE V**  
**DISCIPLINE PROCEDURE**

**Section 1. Discipline.** The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

The disciplinary steps may or may not be used in sequential order. Certain conduct may warrant an immediate written reprimand, suspension or termination. Whenever appropriate, prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the supervisor's action and not be unduly or unreasonable delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

**ARTICLE VI**  
**PROBATIONARY PERIOD, SENIORITY, LAYOFF AND RECALL**

**Section 1. Probationary Period.** All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six months unless extended because of an employee's extended absence from work during the employee's first six (6) months of employment. The Stationary Engineer position shall require a one (1) year probationary period. During the probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the County. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the County in a position covered by this Agreement.

In addition, any employee promoted to a classification covered by this Agreement shall serve a six (6) month probationary period in said classification. At the sole discretion of the County, the employee may be transferred back to his former classification within said six (6) month period without recourse to the grievance procedure.

**Section 2. Definition of Seniority.** Seniority shall be defined as the length of continuous full time employment since the last date of hire as an employee covered by this Agreement.

**Section 3. Seniority List.** Upon the Union's request, the County will provide the Union with a seniority list setting forth each employee's seniority date. The County shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the County in writing within fourteen (14) calendar days after the Union's receipt of the list.

**Section 4. Termination of Seniority.** An employee's seniority (and the employment relationship) shall be terminated upon occurrence of any one of the following, if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;

- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence (other than a continuation of employment that the employee had prior to going on an approved leave of absence);
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation without prior notification and approval to extend such leave, unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- (f) is laid off and fails to report for work within seven (7) calendar days after having been recalled;
- (g) is laid off for a period in excess of one (1) year;
- (h) does not perform work for the County for a period in excess of twelve (12) months; or
- (i) is absent for three (3) consecutive working days without notifying the immediate supervisor outside the bargaining unit or his designee, unless there are extraordinary circumstances beyond the employee's control that prevent notification.

**Section 5. Layoff.** The County, in its sole discretion, shall determine whether layoffs are necessary. If the County decides to lay off any employees covered by this Agreement the Union will be immediately notified. If it is determined that layoffs in any position covered by this Agreement are necessary, probationary employees in said classification shall be laid off first, followed by the least senior employees in the classification, provided the County determines that the remaining employees in the classification can fully perform the remaining work.

**Section 6. Effects of Layoff.** The layoff provisions shall be applicable to any non-probationary employees who are laid off by the County.

1. The employee, shall be eligible for severance pay in accordance with the following schedule:

<b><u>YEARS OF SERVICE</u></b>	<b><u>DAYS PAID</u></b>
1 year + 1 day through 2 years	5 days
3 years + 1 day through 5 years	10 days
6 years + 1 day through 10 years	15 days
11 years + 1 day through 15 years	20 days
16 years + 1 day through 19 years	25 days
20 years or greater	30 days

2. An employee shall be paid for earned but unused sick time and vacation time as specified in the manner outlined in Article X: Vacations and Article XI: Leaves Of Absence

3. An eligible employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for the dependent coverage.
4. An employee shall have the right to apply for vacancies in any position covered by this Agreement which the County has decided to fill, provided the County has the right to determine whether the employee is qualified to fill any such vacancy. If two or more employees on layoff apply for the same position which the County is seeking to fill and the County has determined that their qualifications are equal, the position shall be awarded to the employee with the greatest seniority.
5. An employee shall also have the right to maintain eligibility for recall by applying to the re-employment registry in the Human Resources Department within (1) one month from the effective date of his layoff. The employee shall remain active on the re-employment registry for (1) one year from the date of his layoff.
6. If an employee is recalled within one (1) year of a layoff, the amount of sick leave that the employee had as of the effective date of the layoff shall be restored, unless the employee received monetary compensation or IMRF service credits, as allowed by Illinois law, for accrued sick time at the time of his layoff.
7. Upon recall, the seniority of an employee will be adjusted by the length of the layoff.

**Section 7. Recall.** If there is a recall in the employee's job classification, employees who are still on the re-employment registry in said job classification shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Director of Human Resources, or designee, of his intention to return to work within three (3) days after receiving notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Human Resources, or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the re-employment registry.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

**Section 1. Application of Article.** This Article is intended to describe the normal hours of work for bargaining unit members and as a basis for calculating overtime payments. This Article or Agreement shall not be construed as a guarantee of hours of work per day, per week, or per year.

**Section 2. Normal Workday.** The normal workday shall consist of eight and a half (8-1/2) hours with eight (8) hours worked and a one-half hour unpaid lunch period. There may be unique circumstances that require employees to work through their scheduled lunch periods. In those circumstances, they will be paid 8 and ½ hours of pay for the day, or if the operational needs of the County allow, the County, at their sole discretion, may permit the employee to leave work after 8 hours of work. The County shall not require employees to take their lunch at the end of the shift. The normal workday for stationary engineers assigned to the power plant shall consist of eight (8) consecutive hours during which time they will be given time to eat on the job when operating conditions permit.

**Section 3. Normal Work Week.** The normal work week shall consist of forty (40) hours over seven (7) consecutive days commencing at 12:01 a.m. Saturday. Normally, an employee's work schedule shall include two (2) consecutive days off, although not necessarily in the same normal work week as defined in this Section.

**Section 4. Normal Pay Cycle.** The normal pay cycle shall be fourteen (14) days.

**Section 5. Changes in Normal Workday or Normal Work Week.** Should it be necessary in the County's judgment to establish schedules departing from the normal workday or the normal work week, or to change the previously established shift schedule of an employee or employees, the County will give, if practicable, at least fourteen (14) days' advance notice of such change to all employees affected by a permanent change. If the change in the shift for Power Plant stationary engineers requires a double-back for shift coverage, the time worked on the double-back will be paid at one and one-half (1 ½) times the employees regular rate of pay. A double-back shift is defined as two eight hour shifts within a single twenty-four period of time.

**Section 6. Scheduled Overtime Pay.** Employees shall be paid one and one-half times their hourly rate of pay for all hours worked in excess of 40 hours in their normal work week. Sick days and

compensatory time will not be included in calculating actual hours worked for purposes of scheduled overtime.

**Section 7. Distribution of Overtime.** Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The County will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the County may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event an employee establishes that he/she has not been offered his/her fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the County will give preference to such employee with respect to future overtime assignments for which he/she would normally be eligible until a reasonably fair balance in the overtime distribution is re-established.

**Section 8. Compensatory Time.** In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time off shall be scheduled and approved the same as vacation time off. Compensatory time which is unused and which has been previously awarded shall be compensated at the employee's current rate of pay. Employees may not accumulate more than fifty-six (56) hours of compensatory time at any one time. At the end of the fiscal year, all accumulated compensatory time over eight (8) hours will be paid out. After the initial fifty-six (56) hours of compensatory time is accrued in a fiscal year, the option to earn compensatory time off in lieu of paid overtime shall be by mutual agreement of the employer and employee. The ability to store, or not store, in excess of fifty-six (56) hours or accumulate more than fifty-six (56) hours of compensatory time will not be considered a grievable issue. Employees shall be permitted to cash out all or some accrued compensatory time at any given time in minimum eight (8) hour increments.

**Section 9. Emergency Call-Back Pay.** Employees who are called back to work outside their normal hours of work which has been specifically approved by the Department Head and subject to review by Human Resources (e.g., major equipment breakdowns and natural disasters) shall be compensated at time and one-half of the employee's regular rate of pay for all hours worked outside of his/her normal work hours with a minimum of two and one-half (2 ½) hours pay. Compensation will start at the point the employee arrives at the designated site to work on the emergency situation. A continuation of the end of a normal workday due to an emergency shall not qualify for the minimum of two and one-half (2 ½) hours pay, but shall be paid as overtime pay according to this contract.

If the employee is called in to work in an emergency situation on a holiday in an emergency situation he/she will be paid his/her regular hours of holiday pay plus time and one-half (1 ½) for overtime totaling two and one-half (2 ½) times his/her regular pay.

If an employee is held over in an emergency situation, which has been specifically approved by the Department Head and subject to review by Human Resources (e.g., major equipment breakdowns and natural disasters) he/she will be paid time and one-half (1 ½) for all hours worked past his/her scheduled shift. This provision shall also apply to "relief" employees who are required to stay on duty because their relief will not be reporting to work. A "relief" employee shall be defined as an employee who cannot leave their assigned shift until the following shift employee has replaced them. This provision shall not be applicable to either scheduled overtime or time that an employee is held over in a non-emergency situation (e.g., there is a need to finish a task before leaving, for training purposes, to attend an employee meeting, etc.).

All emergency call-backs and "relief" employees shall be compensated at the applicable overtime rate of pay regardless of hours worked during the normal workday or workweek. Should an employee be called back within the same two and a half hour emergency pay period of time, they are not eligible to receive an additional two and half hours of call back pay (i.e. the employee will not receive multiple instances of call back pay within the same period of time).

It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment busy work in order to fill the remaining hours.

**Section 10. Beepers/On-Call Duty.** For each week that an employee is assigned a beeper/cell phone and is required to be available to return to work on short notice the employee shall be guaranteed 7 hours of pay at the employee's regular straight-time hourly rate of pay. Employees assigned to the on-call duty must report for duty within one (1) hour of any emergency call-out notifications. Weather conditions and other special considerations will be taken into account for this reporting requirement. Additional hours of pay, authorized under this section, shall not be eligible for Retroactive Pay as outlined in Section 6 of Article VIII.

**Section 11. No Pyramiding.** Compensation shall not be taken more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE VIII**  
**SALARIES & POSITION RECLASSIFICATIONS**

**Section 1. Minimum Salaries For Bargaining Unit Positions** Bargaining Unit positions shall not be subject to maximum salary ranges for the term of the contract. The minimum salary for each bargaining unit position shall be as follows:

Plumber	\$63,525
Sr. Plumber	\$67,970
Electrician Technician	\$48,000
Electrician	\$63,525
Sr. Electrician	\$67,970
Stationary Engineer	\$63,525
Building Automation Systems Technician	\$63,525
Stationary Engineer – PM Lead	\$67,970
Maintenance Technician	\$39,000
Senior Maintenance Technician	\$49,000
WW Facilities Operator	
Class 4	\$46,000
Class 3	\$50,000
Class 1, 2	\$55,000
Sr. WW Facilities Operator (Class 1 or 2)	\$63,525
Water Facilities Operator	
Class C Operator	\$50,000
Class A/B Operator	\$55,000

Upon contract ratification, if it is determined that any bargaining unit employees are below the minimum salaries listed above, the salaries of those employees will be adjusted to meet the minimum salary requirements. This adjustment will occur following the first full payroll period following contract ratification and prior to any other economic adjustments. This adjustment is not retroactive to December 1, 2015.

**Section 2. General Wage Adjustments.** Bargaining unit members shall receive increases to their existing wage rates as follows:

- 1) Effective December 1, 2015 – 2.00% across the board increase for all members
- 2) Effective December 1, 2016 – 2.00% across the board increase for all members
- 3) Effective December 1, 2017 – 2.00% across the board increase for all members
- 4) Effective December 1, 2018 – 1.50% across the board increase for all members

All general wage adjustments shall be retroactive to the date specified above.

**Section 3. Merit Adjustments.** Bargaining unit employees that have been employees with the County for a minimum of 1-year shall receive merit adjustments based upon the stated schedule. The merit pool amount shall be based upon the percentages listed below and based upon the current salaries of the bargaining unit members that have been with the County for a minimum of 1-year. The entire merit pool stated below shall be distributed to the bargaining unit employees based upon the employee's appraisal score with only those employees receiving an overall appraisal score of 3.0 or greater receiving a merit adjustment. The merit adjustment shall be as follows:

Effective May 1, 2019 – 0.50% merit adjustment pool

Merit adjustments shall be based upon an employee's appraisal score. The average score of the bargaining unit members shall be computed with those members that obtain this score receiving the full merit adjustment pool amount listed above. Those employees that receive an appraisal score greater than the unit membership average shall receive greater than the merit adjustment pool amount while those members receiving an appraisal score of less than the average shall receive less than the merit adjustment pool amount. Employees with an appraisal score of less than 3.0 shall receive no merit adjustment. The distribution shall be based upon a bell curve type of distribution with the entire merit pool being distributed to the membership.

**Section 4. Merit Adjustments for Newly Hired Employees and Employees Who Are Promoted.**

Newly hired employees and employees who are promoted shall be eligible for merit adjustments in accordance with applicable County Board Employee Policies and Guidelines which may be in effect from time to time.

Any grievance which a newly hired employee or promoted employee may have with respect to such merit adjustments shall be handled in accordance with the grievance procedure set forth in the County Board Employee Policies and Guidelines and shall not be subject to the grievance and arbitration procedure set

forth in this Agreement. The only portion of the County's pay and classification policy which is subject to the grievance and arbitration procedure set forth in this Agreement is the determination of an individual employee's merit and/or exceptional performance increase that is normally effective at the beginning of the first payroll period in December.

**Section 5. Performance Adjustment.**

- 1) Those bargaining unit members that reach ten (10) years of continuous service with the Public Works Department or Facilities Management Department, or a combination of those two departments, during the term of this contract, and have achieved a performance appraisal of at least 3.00 during their last departmental evaluation, will receive a one-time \$1,000 performance adjustment to their salary. This salary adjustment shall be reflected starting on the next full payroll period following the ten (10) year anniversary date.
  
- 2) Should an employee reach ten (10) years of service with the Public Works/Facilities Management Department during the term of this contract and fail to meet the 3.00 performance evaluation score requirement, they will receive the one-time \$1,000 performance adjustment at any point during the term of this contract that they receive the required 3.00 evaluation score. The performance adjustment shall be payable on the next full payroll period following completion of the departmental evaluation process.
  
- 3) Bargaining unit members shall only be eligible for a single ten year performance adjustment from DuPage County during their career.

**Section 6. Retroactive Pay.** All members within the bargaining unit that were employed with the County prior to December 1, 2015 and still in employment with the County at the time of contract ratification will receive retroactive pay for all hours paid to each employee since December 1, 2015. These computed number of hours for each employee will be paid at a rate of 2.0% of their hourly pay rate prior to contract ratification. This retroactive pay shall be paid to the employee following the second full payroll period following contract ratification. It should be understood that retroactive pay shall only be paid upon hours already paid out. Should any sections of the final ratified contract allow for additional hours of payment in specific circumstances, or reclassifications, these additional hours shall not be included in the retroactive pay.

**Section 7. Stratification of Maintenance Technician Positions.** Maintenance Technician I employees shall be upgraded to a Maintenance Technician II position by the first payroll period following September 13, 2016 (the expected ratification date). Upon upgrade, any employee below the minimum salary of a Maintenance Technician II position shall be raised to the salary minimum listed in Section 1 of Article VII. This adjustment will occur following the first full payroll period following contract ratification and prior to any other economic adjustments and shall not be retroactive.

Once Maintenance Technician I employees are promoted to a Maintenance Technician II, the original Maintenance Technician I position shall be eliminated. Upon elimination of all Maintenance Technician I positions, all Maintenance Technician II positions shall be renamed to Maintenance Technician. All Maintenance Technician III positions shall be renamed to Senior Maintenance Technician positions.

**Section 8. Creation of Two (2) Additional Senior Maintenance Technician Positions.** Upon completion of the stratification of the Maintenance Technician Positions outlined in Section 7, two (2) additional Senior Maintenance Technician positions shall be created, posted and filled by March 13, 2017 (within 6 months of contract ratification). The County shall conduct interviews of interested internal applications for the positions and fill these new positions from candidates currently employed within the Maintenance Technician field at the county.

All applicants selected to become a Senior Maintenance Technician, will receive a 5% promotional adjustment, or the minimum salary listed for this position, as shown in Section 1, whichever is greater. These adjustments shall not be retroactive. Once these promotions occur, the original two (2) Maintenance Technician positions will be eliminated. Employees upgraded to a Senior Maintenance Technician position shall be subject to the probationary period as outlined in Section 1 of Article VI.

**Section 9. Stratification of Stationary Engineer Positions.** Stationary Engineer I members employed as of the date of contract ratification shall be upgraded to Stationary Engineer II positions. Upon upgrade, any employee below the minimum salary of a Stationary Engineer II position shall be raised to the salary minimum listed in Section 1 of Article VII. This adjustment will occur within the first full payroll period following contract ratification (expected to be September 13, 2016) and after all other economic adjustments as outlined in this agreement. Pay adjustments associated with this stratification shall not be retroactive.

Once Stationary Engineer I employees are upgraded to a Stationary Engineer II, the original Stationary Engineer I positions shall be eliminated. Upon elimination of all Stationary Engineer I positions, all Stationary Engineer II positions shall then be renamed to Stationary Engineer. Current employees that are upgraded as part of this stratification will not be subject to a probationary period. All Stationary Engineer's hired in the future shall be required to serve a one (1) year probationary period under the same terms as outlined in Section 1 of Article VI.

**Section 10. Reclassification of Stationary Engineer to Stationary Engineer PM Lead.** On or before November 13, 2016 (within 60 days of ratification of the contract expiring November 30, 2019), the current Stationary Engineer working as lead worker for the county during the midnight shift will be reclassified as a Stationary Engineer PM Lead. Upon reclassification, the employee's pay shall be adjusted to the minimum set forth in this contract for the Stationary Engineer PM Lead. Should the employee not accept this reclassification, the position will remain as currently classified.

**Section 11. Economic Adjustment.** The County will provide a one-time economic adjustment of \$500 to the members that have not benefited from a reclassification, stratification, salary adjustment or raise in minimum salary as provided for within this contract. This economic adjustment will not be considered a salary increase but will be a one-time lump sum payment to the members that will be included on their paychecks within 1 month of contract ratification (expected to be September 13, 2016). New members hired prior to the date of contract ratification shall not be eligible for economic adjustments.

**ARTICLE IX**  
**HOLIDAYS**

**Section 1. Designation of Holidays.** All employees covered by this Bargaining Agreement shall receive holidays equivalent to the provisions adopted within the DuPage County Board Employment Policies and Guidelines, and applicable County Board Resolutions through the length of the contract.

**Section 2. Eligibility Requirements.** To be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled work day immediately preceding and following the holiday unless proof of excusable absence is established to the satisfaction of the Department Head.

**Section 3. Holiday During Scheduled Day Off.** When a holiday is observed by the County on an employee's normally scheduled day off, the employee will receive an extra day's pay in lieu of the holiday or will be allowed to bank the eight hours of holiday time off as compensatory time as allowed in Article VII, Section 8.

**Section 4. Personal Days.** All employees covered by this Bargaining Agreement shall receive five Personal Days each year. The Personal Days may be taken any time during the calendar year subject to the advance approval of Department Head or his designee. Personal Days may not be carried over into the next year.

During the first calendar year of employment, the following schedule shall apply:

<b>PROBATIONARY PERIOD ENDS</b>	<b>ELIGIBLE FOR</b>
January – March	5 days
April – June	3 days
July – September	1 day
October – December	0 (none)

**Newly hired employees must successfully complete the required probationary period before they are eligible for personal days.**

**Section 5. Work on a Holiday - Scheduled.** Where an employee is scheduled and actually works on a holiday as part of his/her regularly scheduled forty (40) hour work week, the employee will have the option to get paid two (2) times their normal rate of pay for the holiday or to get paid straight time for the holiday worked and to bank the holiday time worked in compensatory time at straight time as allowed in Article VII, Section 8. For all scheduled hours of work on Christmas and Thanksgiving, employees will be paid two and one-half (2 ½) times their normal rate of pay for those holidays or get paid one and one half (1 ½) times their normal rate of pay and to bank the holiday time worked in compensatory time at straight time as allowed in Article VII, Section 8.

**Section 6. Work on a Holiday – Unscheduled.** If an employee is called in and required to work on a holiday that is not part of his/her regularly scheduled forty (40) hour work week, he shall be paid time and one-half for all hours worked on said holiday, in addition to the extra day's pay or to bank the holiday pay in compensatory time as allowed in Article VII, Section 8. For all unscheduled hours of work on Christmas, Thanksgiving, New Year's Day or Independence Day, employees will be paid two and one-half (2 ½) times their normal rate of pay for those holidays or get paid one and one-half (1 ½) times their normal rate of pay and to bank the holiday time worked in compensatory time at straight time as allowed in Article VII, Section 8.

**Section 7. Authorized Closings.** On the days when the County Board declares an emergency and allows employees to go home early with pay, or stay at home with pay, bargaining unit employees who are not given the time off shall be granted compensatory time at straight time for all hours actually worked during their shift.

**ARTICLE X**  
**VACATIONS**

**Section 1. Eligibility Amount.** Each employee in a position covered by this bargaining agreement shall be eligible for paid vacation time after completion of six months of consecutive service with the County based upon the following schedule of continued service:

**VACATION SCHEDULE**

YEARS OF CONTINUOUS SERVICE	VACATION DAYS PAID ANNUALLY	HOURS PER WORK WEEK	ACCRUED HOURS PER MONTH
0 through the completion of the fourth (4) year	10 Days	40.0 Hours	6.67 Hours
Beginning of the fifth (5) year through the completion of the Ninth (9) year	15 Days	40.0 Hours	10.00 Hours
Beginning of the tenth (10) year through the completion of the Nineteenth (19) year	20 Days	40.0 Hours	13.33 Hours
The beginning of the twentieth (20) year or more	25 Days	40.0 Hours	16.67 Hours

If the DuPage County Board adopts a policy allowing more than 25 vacation days annually to its non-union employees, then Local 399 DuPage County employees shall receive the additional vacation days under the terms established by the county for the non-union employees, such as required years of service.

Vacation is accrued on a monthly basis but will be calculated and credited in advance for each calendar year in January for all bargaining unit employees. Should an employee's employment be terminated (voluntarily or involuntarily) prior to December 31 of any given year and the employee has used his or her vacation time in advance of it actually accruing on the monthly basis, the employee will be responsible for reimbursing the County for all time used, but unearned. The reimbursement for all vacation time used but unearned will be deducted from the final pay check(s) that is to be issued to the employee.

**Section 2. Vacation Pay.** Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay date immediately preceding the employee's vacation.

**Section 3. Vacation Scheduling.** Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference in each work unit being made on the basis of an employee's length of continuous service in the classification. Requests for vacation time of one (1) day or less should be submitted at least twenty-four (24) hours in advance. Requests for vacation time of two (2) days or more should be submitted at least two (2) weeks in advance. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any one time is exclusively reserved by the County in order to insure the orderly performance of the services provided by the County. For example, from December 14<sup>th</sup> through January 1<sup>st</sup>, employee's requesting more than two (2) vacation days may not be approved. Vacation time may not be taken in less than one work day increments, e.g., 8 hours for employees regularly scheduled to work 8 hours per day and 10 hours for employees regularly scheduled to work 10 hours per day, provided that the employee's Department Head, at his sole discretion, may approve vacation time in a smaller increment.

**Section 4. Limitation on Accumulation of Earned Vacation.** Earned vacation days shall normally be taken within one year after they are earned. A maximum of ten (10) earned vacation days may be carried over from one year to the next with the written approval of the Department Head.

**Section 5. Vacation Pay Upon Termination.** If the employee elects to receive paid vacation upon voluntary termination, the paid vacation shall be computed on the basis of the employee's base salary in effect at the time of the voluntary termination and no additional benefits will accrue or be paid during said vacation. If an employee does not give at least two weeks advance written notice of a decision by the employee to terminate his/her employment with the County, up to eighty (80) hours of vacation pay may be withheld by the County.

**Section 6. Request for Vacation Payout.** Once an employee has completed five (5) years of continuous service (i.e.: as of an employee's six (6) year anniversary date), he may elect to receive monetary payment for up to five (5) days of his vacation accrual at full value. Upon completion of fifteen (15) years of continuous service, an employee may elect to receive monetary payment for up to ten (10) days of vacation at full value.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

**Section 1. Sick Leave.** All employees covered by this Bargaining Agreement, who have completed one (1) month of continuous service with the County, shall be entitled to sick leave. Sick Leave is a benefit in recognition that employees may occasionally be absent because of various illnesses or injuries. Employees covered by this Bargaining Agreement will accrue eight (8) sick days annually. Sick time credits will accrue on a monthly basis at a rate of five and 1/3 (5.33) hours.

- A. Sick time hours accrued and banked, may be used during the course of employment for the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons as stated within the Policy handbook.
- B. As of September 11, 2012, all sick time hours accrued, unused, and banked will be frozen for purposes of eligibility for monetary compensation. This accrued sick time will continue to be eligible for pay based on years of service at time of separation, as outlined in procedures 6 and 7.
- C. Sick time earned after September 11, 2012, may be accrued up to a maximum of 100 days. This bank will be maintained separately from sick time banked prior to contract ratification. Sick time may be used as follows:
  - (a) For the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons as stated within the Policy handbook.
  - (b) To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

**Use of Sick Leave.** To the extent permitted by law, sick leave can only be used for an approved absence that falls under the following guidelines:

- Illness or injury of employee or employee's dependent,
- Emergency medical or dental care.
- Exposure to contagious disease and possible endangering of others by attendance on duty.
- Preventative care.

### **Notification of Sick Leave**

1. Vacation and Compensatory time will not be used for sick call-ins unless extenuating circumstances exist with approval of the Department Head or designee.
2. An employee calling in sick must call in to his or her supervisor, or the designated supervisor, before his or her assigned start time.
3. In addition, an employee who has called in to the 24-hour number must also contact his or her supervisor directly on the same day of the call-in: by 12:00 noon for the day shift or by 3:00 p.m. for the night shift when illness or injury prevents them from coming to work.
4. If an employee fails to contact his or her supervisor directly by 12:00 noon for the day shift and by 3:00 p.m. for the night shift on the same day of the call-in, the absence may be unpaid, at the discretion of the supervisor.
5. An employee must notify his supervisor or designated supervisor, for each shift, which he is unable to work. Each call should follow the above guidelines.
6. A doctor's note will be required of employees who are out for three (3), or more, days.
7. An employee must work the week in which the holiday falls and must work his/her full scheduled work day immediately preceding and following the holiday; if absent on either of those days the employee must submit a doctor's note upon return to work in order to be paid for the holiday.

### **PROCEDURES**

1. Sick time will not accrue during any personal leave of absence or during any medical leave of absence greater than thirty (30) days.
2. Sick time accrued prior to September 11, 2012 will accrue and be carried over from year to year up to a maximum of 250 days, any sick time greater than 250 days will be forfeited.
3. Eligible employees may receive payment for accrued, unused sick time as indicated below, based on employment date.
4. Employees who sign a formal notice of separation may receive such payment for accrued, unused sick time up to six (6) months prior to their separation.
5. Employees may not request payment for any sick time that has not yet been earned.

**For employees hired prior to November 1, 2005:**

**A.** Once an employee accrues thirty (30) days of sick time, they have the option to receive monetary compensation for up to five (5) days of sick time, one time per calendar year, at the payout percentage based on their length of service as indicated in the Payout Table below.

**B.** Upon separation or layoff, the employee has the option to either:

1. Receive monetary compensation for accrued, unused, sick time, based on the Sick Time Payout Table below; or
2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

YEARS OF COMPLETED CONTINUOUS SERVICE	MONETARY COMPENSATION PERCENTAGE RATE
5 through 7 years	50%
8 through 10 years	67%
11 through 15 years	75%
16 years or greater	100%

**For employees hired after November 1, 2005:**

**A.** For an employee who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:

1. Receive monetary compensation for accrued, unused sick time at 50% of the value no more than one time per calendar year; or,
2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

**Section 2. Jury Leave.** Any employee who is subpoenaed as a result of his regular job duties, or otherwise required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit documentation evidencing that he/she appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and /or lodging expenses. If an employee is released from being a witness or from jury duty during normal work hours, the employee shall immediately notify his supervisor and may be instructed to report back to work.

**Section 3. Military Leave.** All employees covered by this Bargaining Agreement shall receive Military Leave equivalent to the provisions adopted within the DuPage County Board Employee Policies and Guidelines, and all applicable County Board Resolutions through the length of the contract.

**Section 4. Bereavement Leave.** When a death occurs in an employee's immediate family (specifically defined as: mother, father, mother-in-law, father-in-law, spouse, brother, sister, child, grandparent, grandchild, stepparent, stepchild, sister-in-law, brother-in-law, son-in-law or daughter-in-law or domestic partner), an employee covered by this Agreement, upon request, will be excused and compensated for up to three (3) consecutive days for the purpose of attending the funeral. An eligible employee shall be paid for funeral leave at his normal daily rate of pay for any day or days on which he is excused and but would have otherwise been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

## **ARTICLE XII**

### **BENEFITS**

**Section 1. Insurance.** All employees covered by this Bargaining Agreement shall continue to the same health, life, dental and other insurance benefits at the same employee/dependent premium cost(s) as a majority of all other DuPage County employees. In no event will Bargaining Unit employees pay more in premiums or co-pays, or receive less health, life, or dental benefits than a majority of all other DuPage County employees.

**Section 2. Illinois Municipal Retirement Fund (IMRF).** All employees covered by this Bargaining Agreement shall receive all benefits, including but not limited to retirement, disability and death benefits as provided by IMRF.

**Section 3. Retention.** All employees covered by this Bargaining Agreement shall receive Retention payouts equivalent to the provisions adopted within the DuPage County Board Employee Policies and Guidelines, and all applicable County Board Resolutions through the length of the contract.

**Section 4. Tuition Reimbursement.** All employees covered by this Bargaining Agreement shall receive Tuition Reimbursement equivalent to the provisions adopted within the DuPage County Board Employee Policies and Guidelines, and all applicable County Board Resolutions through the length of the contract.

## ARTICLE XIII

### MANAGEMENT RIGHTS

**Section 1. Management Rights.** It is understood and agreed that the County retains all traditional, statutory, and constitutional rights and authority to manage and operate the employees of the County in all respects, including, but not limited to, all rights and authority exercised by the County prior to the execution of this Agreement, except as amended, changed or modified in a specific provision set forth in this Agreement. These rights include but are not limited to, the following:

- a) plan, direct, control, and determine all functions, operations, standards and services;
- b) supervise, direct and evaluate employees;
- c) establish the qualifications for employment and employ employees;
- d) establish reasonable work rules, schedules, assignments and assign employees;
- e) hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Department;
- f) suspend, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) establish reasonable work and productivity standards and, from time to time, amend such standards;
- h) determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- i) determine the number of hours of work and shifts per work week and assign overtime;
- j) maintain efficiency of operations and services of the Department;
- k) take whatever action is necessary to comply with State and Federal law;
- l) secure, change or eliminate methods, equipment, and facilities for the improvement of operation and to establish and implement a budget;
- m) determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
- n) determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division;

Nothing in this Section shall alter the County's obligation to bargain with the Union over mandatory subjects of bargaining as provided for in the Illinois Labor Relations Act and relevant case law.

**ARTICLE XIV**

**UNION RIGHTS**

**Section 1. Visits by Union Representatives.** Non-employee representatives of the Union shall be permitted reasonable access to County facilities for the purpose of representing employees covered by this Agreement. Any such representative will immediately identify himself/herself to the County Department Head/Designee in the manner prescribed by the County, and on each occasion will first secure the approval of the County Department Head/Designee.

Any such visit shall be made in a manner so as not to disrupt the normal operation of the County or the performance of assigned duties and responsibilities of any employee covered by this Agreement. This visitation right shall at all times be subject to County or Department rules applicable to non-employees.

**Section 2. Labor-Management Committee.** At the request of either party, the Union and the County shall endeavor to meet quarterly to discuss matters of mutual concern that do not involve negotiations. The Union may invite bargaining unit members and/or non-employee representatives of the Union (not to exceed three) to attend such meetings. The County may invite County representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting and a copy of any such written agenda shall be provided to the Director of Human Resources. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If a meeting is scheduled during an employee's regularly scheduled hours of work, the employee shall be released from work to attend such meeting without loss of pay. The Labor-Management Committee is intended to improve communications and shall be advisory only. The parties agree that the performance appraisal form used by the County with respect to the employees covered by this Agreement may be discussed at Labor-Management Committee meetings, with the understanding that any recommendations or suggestions for changes in the performance appraisal form used in evaluating such employees shall be advisory only.

**ARTICLE XV**  
**MISCELLANEOUS**

**Section 1. Gender of Words.** Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender, unless the context clearly requires otherwise.

**Section 2. Drug Testing.** All bargaining unit employees shall follow the County policy on Drug-Free Workplace. Employees who are classified within a safety sensitive position, as defined by the Omnibus Transportation Employee Testing Act, should also follow the County policy on Drug and Alcohol Testing

**Section 3. Fitness Examinations.** Before an employee returns to duty from an extended leave of absence or if the County has any non-arbitrary reason to question the fitness of an employee for duty, the County may require that the employee be examined by a qualified and licensed physician and/or other appropriate medical professional selected by the County. The foregoing requirement shall be in addition to any requirement that an employee provides a statement from his/her doctor upon returning from sick leave or disability leave. The County may place an employee on sick leave if the selected physician and/or other appropriate medical professional determine that the employee is not fit for duty.

**Section 4. County's No Smoking Policy.** The regulation of smoking by employees on County premises and in County vehicles shall be in accordance with the County policy on Smoking.

**Section 5. Bulletin Boards.** The County will make space available on bulletin boards in each major work area for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial and non-political nature. There shall be no distribution or posting by the Union or employees of advertising, notices, or other kinds of literature on the County property other than as provided in this section.

**Section 6. Job Descriptions.** The County maintains job descriptions for all of the job classifications included in the bargaining unit represented by the Union. If the County changes, revises, or modifies any such job descriptions, the County shall provide the Union with a copy of any such changed, revised, or modified job descriptions prior to the effective date. If the County establishes a new or combined job classification that would properly be included in the bargaining unit represented by the Union, the County shall provide the Union with a copy of the job description for such new or combined job classification prior to the effective date.

**Section 7. Meal Allowance.** An employee who works at least four (4) hours beyond the length of the normal work day or is called back to work for at least four (4) hours shall be reimbursed up to \$5.00 provided the employee turns in an acceptable receipt. In such circumstances an unpaid meal period may be provided in accordance with applicable County policy.

**Section 8. Uniforms.** The policies currently in effect with respect to uniforms for the various categories of employees covered by this Agreement shall continue in effect during the term of this Agreement. When an employee has reached his annual monetary uniform allowance and requires further apparel due to unusual wear and tear, additional clothing will be provided at the discretion of management. New employees within the bargaining unit may be granted a uniform allowance beyond the normal annual allowance for their first year to ensure that they have proper clothing and uniforms for their particular job. This will be at the discretion of management and will vary by position. Additionally, uniforms shall be ordered for new employees upon hiring to ensure that employees are properly outfitted for their specific position.

**Section 9. Provisions Only Applicable to Certain Waste Water Employees.** If a Waste Water employee is assigned on a regular and continuing basis to sole responsibility for a waste water facility (e.g., Woodridge) for two (2) or more consecutive hours, such employee shall receive fifty-cents (\$.50) per hour for all hours that the employee has such sole responsibility.

**Section 10. Shift Differential Pay.** Any employee scheduled to begin work between 11:00 a.m. until 5:00 a.m. will receive an additional seventy-five (\$0.75) cent per hour shift differential. This shall apply only to actual hours worked.

**Section 11. Asbestos Work.** Employees within the bargaining unit performing scheduled asbestos work for the County shall receive two-and-one-half (2 ½) times their normal hourly rate of pay per hour for all assigned asbestos work, storing of asbestos work time as compensatory time shall not be allowed. When an employee is scheduled to perform asbestos work on a holiday, the employee will have the option to get paid for the holiday hours worked or to store the holiday time worked in compensatory time at straight time, in addition to the two-and-one half (2 ½) times their normal hourly rate of pay for the assigned asbestos work. Should an employee opt for the storing of the holiday hours worked, all requirements outlined in Article VII, Section 8 – Compensatory Time shall apply. The County will provide for each employee actively involved in asbestos work for the department the following: an annual respirator

protection clearance fit test, an annual on-site OSHA Class III & Class IV Asbestos Training class and certification, and all related necessary personal safety equipment to be used when working on County projects. Members of the union that receive their asbestos certification will receive a yearly asbestos stipend of \$300. Members are eligible to receive this stipend only once per year and must submit proof of certification for payment.

**Section 12. Water Operator's Certification.** Employees covered by this bargaining unit that are in a Water Facilities Operator or Wastewater Facilities Operator position and maintain a Class A or B Water Operators license will receive a yearly \$1,000 payment.

**Section 13. Training and Apprenticeship Programs.** Facilities Management Maintenance Division will provide one Maintenance Tech to be assigned to power plant on the day shift to perform preventative maintenance and repairs, and to work alongside stationary engineers as a career advancement opportunity for training to be a stationary engineer for 2 years as an apprentice. This position will be a posted opportunity for an existing maintenance staff person with no increase in headcount. If no person applies for this position, then with the next vacancy to retirement or separation, the position will be posted externally after the appropriate internal promotions have been accommodated. No guarantee will be made that the person will be reclassified as a stationary engineer at the end of the apprenticeship period. The apprenticeship period will not count towards plant seniority.

**ARTICLE XVI**

**NO STRIKES**

**Section 1. No Strikes.** Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the County.

Any or all employees who violate any of the provisions of this Article are subject to discipline, including discharge, by the County. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 2. Judicial Restraint.** The parties agree that the County has the right to obtain, to the extent provided by law, judicial relief in the event employees covered by this Agreement and/or the Union violates this Article and that nothing contained herein shall be construed to preclude the County from exercising such right.

**ARTICLE XVII**  
**ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, including the impact of the County's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, even though specific aspects of 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.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE XIX**  
**DURATION AND TERM OF AGREEMENT**

**Section 1. Termination.** Unless otherwise specifically provided herein, this Agreement shall be effective as of the day after it is executed by both parties and shall remain in full force and effect to and including November 30, 2019, and shall continue in full force and effect from year to year thereafter unless notice is served by either party on the other at least ninety (90) days prior to the date of expiration or succeeding anniversary dates.

**COUNTY OF DUPAGE**



Print Name/Title:

Dan Cooney

Signature

9/27/2016

(Date)

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 399**

BRIAN E HICKEY

Print Name/Title:

Brian E Hickey

Signature

9/21/2016

(Date)