

Resolution

FI-R-0464-17

AUTHORIZATION OF CONTRACT WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150
HIGHWAY, GROUNDS AND MAINTENANCE SUPERVISORS

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 Highway, Grounds and Maintenance Supervisors in the DuPage County Division of Transportation did authorize the International Union of Operating Engineers, Local 150 as their exclusive bargaining agent under the terms and conditions of the Act, and

WHEREAS, the County, and the International Union of Operating Engineers, Local 150 have been bargaining in good faith to reach agreement, and

WHEREAS, the union members have ratified a tentative agreement.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, accept and adopt the contract attached to this resolution between the International Union of Operating Engineers, Local 150, Highway, Grounds and Maintenance Supervisors, and the County of DuPage, and

BE IT FURTHER RESOLVED that the County Board Chairman 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, and County Board Office.

Enacted and approved this 14th day of November, 2017 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
PAUL HINDS, COUNTY CLERK

AGREEMENT

Between

COUNTY OF DUPAGE DIVISION OF TRANSPORTATION

And

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150, AFL-CIO
Highway, Grounds, and Vehicle Maintenance Supervisors**

DECEMBER 1, 2016 TO NOVEMBER 30, 2020

Attachment: Local 150 Contract _11-2-17 (FI-R-0464-17 : Authorization of Contract with IUOE, Local 150)

PREAMBLE

This Agreement has been 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 150, (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 County operations, and to provide an orderly and prompt method for resolving grievances concerning the employees.

ARTICLE 1
RECOGNITION

SECTION 1.1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those Employees for whom the Union has been certified by the Illinois State Labor Relations Board (the “Bargaining Unit”):

**** INCLUDED**

All persons employed full-time and regular part-time by the County of DuPage, Division of Transportation in the following classifications:

Highway Maintenance Supervisor; Grounds Maintenance Supervisor; Vehicle Maintenance Supervisor.

**** EXCLUDED**

Any and all other employees of the County of DuPage.

SECTION 1.2 NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

Attachment: Local 150 Contract _11-2-17 (FI-R-0464-17 : Authorization of Contract with IUOE, Local 150)

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 2.1: 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, and to apply all rules, regulations and policies as it may deem necessary to fulfill its statutory duties and mission 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, promotion into the Bargaining Unit, and employ employees;
- d) Establish, modify and enforce work rules, schedules, assignments and assign employees;
- e) Hire, promote, demote, transfer, schedule and assign employees in positions and to create, combine, modify, and eliminate positions within the Bargaining Unit;
- 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) To relieve employees from duty because of lack of work, money or other legitimate cause such as a pending investigation, to recall employees, to determine the size and composition of the working force;
- h) Establish and enforce work and productivity standards and rules of conduct, and, from time to time, amend such standards. The Bargaining Unit is subject to the County Employee Policy and Guidelines and all amendments thereto, unless they conflict with the provisions of this Agreement, in which case the terms of this Agreement shall control;
- i) 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;
- j) Determine the starting and ending times per day and the number of hours of work and shifts per work week and assign overtime;
- k) Maintain efficiency of operations and services of the Department;
- l) Take whatever action is necessary to comply with the State and Federal law;
- m) Secure, change or eliminate methods, equipment, and facilities for improvement of operation and to establish and implement a budget;
- n) Determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kinds of classifications to perform such services, to include revision, combination, addition or elimination of job classifications; 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.

For subjects listed in this Article, the County agrees that when required by law to bargain the effects of a decision on the Bargaining Unit, it will provide the Union with sufficient notice of the decision before implementation to allow the Union to bargain any such effects. The Union agrees to give due consideration to the County's need for speed, flexibility or secrecy when bargaining about such effects. For all other subjects, nothing in this Section shall alter the County's obligation to bargain with the Union over mandatory subjects of bargaining as provided in the Illinois Labor Relations Act and relevant caselaw.

ARTICLE 3
UNION RIGHTS

SECTION 3.1 UNION ACTIVITIES DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering and negotiating this agreement and with minimal disruption to county operations. The Stewards or his/her designee shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the Manager of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment, including remote job sites, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is adhered to, with prior notification to the Manager of Highway Operations or his/her designee, provided however, there is minimal interruption of the Employer's working schedule

SECTION 3.2 UNION BULLETIN BOARD

The Employer shall provide one (1) Union bulletin board at a central location. The board shall be for the sole and exclusive use of the Union, such notices shall be limited to Union business and notices of a non-controversial and non-political nature.

ARTICLE 4
UNION DUES/FAIR SHARE CHECKOFF

SECTION 4.1 DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, PAC, or fees;
- (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon request of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 4.2 FAIR SHARE

Pursuant to Section 3(G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

The Union will reasonably accommodate nonmembers who object to payment of a fair share fee due to a bonafide religious belief. Feepayers whose bonafide religious beliefs prohibit payment of fair share fees will be reasonably accommodated if they meet the standards of religious sincerity set forth in *United States v. Seeger*, 380 U.S. 163 (1965) and *Welsh v. United States*, 398 U.S. 333 (1970).

Accordingly, a religious dissent may be based upon a bonafide tenet or teaching of a church or religious body of which the feepayer is a member. However, the fact that no religious group espouses such belief or the fact that the religious group to which the individual professes to belong may not accept such belief, or the fact the individual is not a member or any church will not determine whether it is a religious belief of the objecting feepayer. A sincere religious belief includes beliefs which are sincerely held with the strength of traditional religious views. Religious dissenters who establish an objection based upon a bonafide religious belief, in accordance with the following procedures, will be permitted to make contributions in an amount equal to their fair share fee to a non-religious charitable organization.

In order to file a religious dissent, the employee shall inform the Union. Further, the Union agrees to assume full responsibility to ensure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of 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 4.3 HOLD HARMLESS

The Union shall indemnify and hold harmless the County, its elected representatives, officers, administrators, agents and employees from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement, or otherwise complying with the terms of this Article.

**ARTICLE 5
HOURS OF WORK**

SECTION 5.1 WORKDAY AND WORKWEEK

(A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.

(B) Hours

- 1) Except as set forth herein, the hours for bargaining unit employees are 6:00 a.m. to 2:30 p.m., Monday through Friday or the same as the work hours of the employees who report to these positions.

The County may alter the employee’s regular workday consistent with its goal to best serve the public needs, provided that the change in the workday is for a maximum of one (1) week duration. The County shall provide no less than 21 calendar days advance notice of such changes in an employee’s regular workday and shall be limited to one (1) hour prior to or one (1) hour after the employee’s normal start time. The County will not change an employee’s regular workday if the purpose of the change is to diminish overtime opportunities. No change will result in a reduction of the normal work hours of eight (8) or forty (40) hour per week.

- 2) Each week one (1) Highway Maintenance Supervisor shall adjust their work schedule to start work at 5:30 AM to respond to call-ins and prepare the daily work sheet.

SECTION 5.2: LUNCH/REST PERIODS

(A) Employees shall be granted one thirty (30) minute paid break during the first half of the workday, unless County operations dictate that the employee schedule the break later in the day.

(B) Employees working 40.0 hours per week or 8.0 hours per day shall be granted a one half hour unpaid lunch during the midpoint of each day.

SECTION 5.3 ALLOWABLE REST PERIOD

Employees may not work more than sixteen (16) hours in a twenty-four (24) hour period without an opportunity to take an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four hour period, he shall be permitted to do so. The employee agrees to provide the Employer a minimum of one (1) hour advance notice if he cannot continue to work. If the employee is sent home by the County for an eight (8) hour rest period and any part of the eight (8) hour rest period falls within the employee’s normal workday he shall be compensated for those hours. Should the employee opt to go home for an eight (8) hour rest period and any part of the eight (8) hour rest period fall within the employee’s normal workday he shall be permitted to use accrued vacation, personal or compensatory time off for those hours.

SECTION 5.4: CALLBACK

A “callback” is defined as an official assignment of work which is outside of an employee’s regularly scheduled working hours and requires travel to a work site.

Callbacks shall be compensated at one and one-half (1 ½) times the employee’s rate of pay, for all hours worked, with a guaranteed minimum of two and one half (2.5) hours at such overtime rate of pay provided that the two and half (2.5) hours occur outside the employee’s normal work hours.

Should an employee be called back within the same two-and-a-half-hour 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).

Should an employee receive a call and he is able to complete work remotely, or needs to call in subordinates remotely, he shall receive one (1) hour at the appropriate overtime rate of pay. However, if the employee receives another call within that one (1) hour period he shall not receive an additional compensation.

Returning to the work place or job duties related to snow season activities, from November 1 to March 31, shall not be considered a callback.

An extension of the work day beyond the regularly scheduled hours, that would be subject to a “callback” had the response started outside the normal work hours, shall be compensated as described above but is not subject to the guaranteed minimum of two and one half (2.5) hours.

ARTICLE 6

SNOW SEASON, OVERTIME AND ON/OFF CALL

SECTION 6.1: SNOW SEASON DEFINED

Snow Season is defined as the period of the year from November 1 through March 31. Employees may earn compensatory time off as defined below only during this period. Overtime pay shall be paid as defined in Section 6.2.

A) Snow Season Work Hours:

There shall be two shifts identified as A and B. The schedule for the shifts shall be in accordance with the following table:

Shift	Weekdays	Weekends
A	2:30 PM to 10:00 PM	10:00 AM to 10:00 PM
B	10:00 PM to 6:00 AM	10:00 PM to 10:00 AM

The Highway Maintenance Supervisors will be assigned to either Shift A or B. The Employer shall have the discretion to assign the employees to either shift and retains the right to move employees from either shift to the other based upon operational needs. The Employer shall have the discretion to call employees in early or hold them over their scheduled shift during snow season. Nothing in this subsection shall constitute a guarantee of shift work hours.

The Vehicle Maintenance Supervisor and Grounds Maintenance Supervisor will adjust their work hours to ensure all work is properly completed as required to fulfill their job duties.

SECTION 6.2: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

- (A) During Snow Season only, a Bargaining Unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work outside of his normal workday. All time paid for but not worked, shall be counted as "time worked" for purposes of computing overtime compensation.
- (B) All callbacks shall be compensated at one and one-half (1 ½) times the employee's rate of pay for hours worked outside the employee's normal workday.
- (C) The employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 6.3 NO PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

SECTION 6.4 ON-CALL ASSIGNMENTS

From November 1 to March 31, all Bargaining Unit employees shall be on call and shall report to work when required to do so. For being on call during this period, the County shall compensate the employees one (1) hour per week at the rate of one and a half (1 ½) the employee's then current rate of pay

From April 1 to October 31, Highway Maintenance Supervisors shall be on-call for twelve (12) hour shifts, 10:00 a.m. to 10:00 p.m. and 10:00 p.m. to 10:00 a.m. Two (2) Highway Maintenance Supervisors shall be on-call at the same time and shall be assigned to one-half (1/2) of the County for such twelve (12) hour shift.

An employee shall be permitted to utilize accrued time off during the normal workday and make himself available for call outs without losing on call pay, provided the employee does not miss a call during that week.

SECTION 6.5 OFF-CALL ASSIGNMENTS

From November 1 to March 31, Off-Call is defined as an employee that is unavailable to work. Off-Call status must be requested a minimum of seven (7) days in advance through the Manager of Highway Operations or his designee. The Manager of Highway Operations or his designee will review and either approve or reject the request for Off-Call status within twenty-four (24) hours. The Manager of Highway Operations or his designee has the sole discretion to approve or deny requests.

Employees are permitted up to seven (7) calendar days of Off-Call status from November 1 through March 31. Only one employee shall be allowed to be Off-Call at any given time.

SECTION 6.6 COMPENSATORY TIME OFF

During Snow Season, in lieu of paid overtime, employees may opt to earn compensatory time off. Employees are not eligible to earn compensatory time in lieu of paid overtime for scheduled overtime opportunities. Compensatory time off shall be granted in such time blocks as are mutually agreed upon between the employee, and the Employer. Compensatory blocks shall be for a minimum of one-half (1/2) hour increments. The County shall compensate compensatory time off at the employee's then current rate of pay. Employees may only accumulate a maximum of one hundred (100) hours of compensatory time at any one time. After the employee has accrued the one hundred (100) hours of compensatory time, 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 one hundred (100) hours or accumulate more than one hundred (100) hours of compensatory time will not be considered a grievable issue. Employees may only use a maximum of forty (40) hours of compensatory time as time off between April 1 and October 31 of each year, following vacation guidelines. On November 1 of every year, all accumulated compensatory time over sixteen (16) hours will be paid out. Employees shall be permitted to cash out all or some accrued compensatory time at any given time.

Compensatory time paid out through and including November 1, 2017 shall be at the employee's wage rate as of September 22, 2017.

ARTICLE 7 **SENIORITY**

SECTION 7.1 SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer. Newly hired and rehired employees shall have no seniority prior to the completion of the probationary period. Upon completion of the probationary period, an employee's seniority shall relate back to his or her most recent date of hire. For purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous employment with the Employer in his or her job classification.

SECTION 7.2 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) 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;
- (e) is laid off and fails to report for work within ten (10) calendar days after receiving notice of recall;
- (f) is laid off for a period in excess of one (1) year;
- (g) does not perform work for the County for a period in excess of six (6) months or is absent for three (3) consecutive working days without notifying the Manager outside the bargaining unit or his designee, unless there are extraordinary circumstances.

SECTION 7.3 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 7.4 PROBATIONARY EMPLOYEES

An employee shall not be probationary if he is promoted from within the Division of Transportation to a classification covered by this Agreement. An employee who is hired from outside the Division of Transportation, shall be probationary for the first six (6) months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During the period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE 8 **REDUCTION IN FORCE**

SECTION 8.1 DEFINITION AND NOTICE

The County, in its sole discretion, shall determine whether reduction in force is necessary. If the County decides a reduction in force is necessary for any employees covered by this Agreement, it will notify the Union thirty (30) days prior to implementing the reduction in force, unless it needs to implement the reduction in force sooner due to circumstances beyond its control. Prior to implementing the reduction in force, upon request by the Union sufficiently in advance of the intended implementation date, the County agrees to meet and discuss the layoffs and consider alternatives to the layoff(s).

SECTION 8.2 GENERAL PROCEDURES

In the event of a reduction in force within the Bargaining Unit, the County shall lay off employees in inverse order of their seniority within their job classification. For this purpose, Highway Maintenance Supervisor and Grounds Maintenance Supervisor positions shall be considered as one classification.

However, prior to the reduction of force any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who primarily perform work customarily performed by Bargaining Unit employees shall be laid off or terminated, as the case may be.

SECTION 8.3 RECALL FROM REDUCTION OF FORCE

The names of employees shall be placed on a recall list for twelve (12) months. In the event of a recall within a particular job classification, the County recall the employee with the most seniority with that job classification on the recall list. For this purpose, Highway Maintenance Supervisor and Grounds Maintenance Supervisor positions shall be considered the one classification. After twelve (12) months, an employee shall lose his/her seniority and will be removed from the recall list.

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. The employee must notify the Director of Human Resources, or designee of his intention to return to work within three (3) days after receiving the 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 Resource Department, or designee with his latest mailing address. If an employee fails to respond to a recall notice his name shall be removed from the re-employment registry.

ARTICLE 9 DISCIPLINARY PROCEDURES

SECTION 9.1 EMPLOYEE DISCIPLINE

The Employer shall not discipline or discharge any post-probationary employee without just cause.

SECTION 9.2. CORRECTIVE DISCIPLINE

The County agrees with the tenets of progressive and corrective discipline. This Agreement does not limit the County's discretion in any case to impose discipline which it believes is commensurate with the severity of the offense. 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 County's discovery of the conduct and not be unduly or unreasonable delayed by either the Union or the employee. The County may suspend the employee pending this investigation. The County shall inform the employee 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.

SECTION 9.3 RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE 10 GRIEVANCE PROCEDURE

SECTION 10.1 GRIEVANCE DEFINED

A grievance is defined as any dispute or difference of opinion raised by an employee against the County involving an alleged violation of an express provision of the Agreement.

SECTION 10.2 PROCESSING OF GRIEVANCE

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and normal communications. If, however, the informal process does not resolve the matter, the Union may process his grievance according to the following procedures in Section 10.3

Grievances shall be processed by a Union Steward, the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 10.3 GRIEVANCE STEPS

Step One: Manager

The Union may submit a written grievance to the employee's Manager, within ten (10) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The grievance shall contain the name of grievant, a complete statement of the facts, and the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The Manager or designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Manager or designee shall submit a written response within ten (10) business days of the receipt of the grievance, unless otherwise agreed to by the parties

Step Two: Director of Transportation

If the grievance remains unsettled at step one, the Union may advance the written grievance to the Director of Transportation within ten (10) business days of the response in step one or when such response was due. The Director of Transportation or designee shall schedule a conference within five (5) business

days of receipt of the grievance to attempt to adjust the matter. The Director of Transportation or designee shall submit a written response within ten (10) business days of the grievance appeal, unless otherwise agreed to by the parties.

Step Three: Director of Human Resources

If the grievance remains unsettled at step two, the Union may advance the written grievance to the Director of Human Resources within ten (10) business days of the response in step two or when such response was due. The Director of Human Resources or designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Human Resources or designee shall submit a written response within five (5) business days of the grievance appeal, unless otherwise agreed to by the parties.

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 County Administrator or designee 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 County Administrator or designee 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.

Step Four: Arbitration

If the grievance remains unsettled after the response in step three or the Pre-Arbitration meeting, if scheduled, the Union may refer the grievance to arbitration within ten (10) working days of receipt of the County's written answer as provided to the Union at Step 3 or at which time the written response to Step 3 was due, or after the Pre-Arbitration if scheduled or when the Pre-Arbitration answer was due. Such an appeal shall be made in writing to the Director of Human Resources.

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.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected. 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.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or from agreeing that more than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

The Arbitrator shall endeavor to render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 10.4: LIMITATION 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 acting within his authority 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 10.5 TIME LIMIT FOR FILING

The Parties agree that the time limits set forth in this section are of the essence. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) working days, or within forty-five (45) days, if the Union does not reasonably have knowledge of the events giving rise to the grievance within ten (10) days. If a grievance is not presented by the Union 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 Union 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.

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.

The County may proceed with processing an untimely grievance and will not waive its right to assert that the grievance was untimely in any arbitration proceeding.

SECTION 10.6: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have

Attachment: Local 150 Contract _11-2-17 (FI-R-0464-17 : Authorization of Contract with IUOE, Local 150)

been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 10.7: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 10.8: UNION STEWARDS

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the Union Stewards. The Union will provide written notice to the Employer to identify all Stewards.

ARTICLE 11
HOLIDAYS, PERSONAL DAYS AND AUTHORIZED CLOSINGS

SECTION 11.1 HOLIDAYS

Holidays are:

- | | |
|------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| Memorial Day | Labor Day |
| Independence Day | Day after Thanksgiving |
| Christmas Day | Veterans Day |
| Thanksgiving Day | |
| President's Day | |
| Columbus Day | |

All employees covered by this Bargaining Agreement shall receive holidays equivalent to the provisions adopted within the Employee Policy and Guidelines, and applicable County Board Resolutions through the length of the contract.

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 11.2 HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. Employees who are called out to work on an emergency basis on a holiday shall additionally be compensated at time and one half (1 ½) their regular rate of pay, with a guaranteed minimum of two and one half (2.5) hours; except that an employee that is called out to work on an emergency basis shall be compensated at two (2) times their regular rate of pay for the time worked on the following holidays: Thanksgiving Day, Christmas Day, New Years Day and Independence Day, with a guaranteed minimum of two and one half (2.5) hours.

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 or Manager.

SECTION 11.3 PERSONAL DAYS

- A. Except in the case of initial hiring, eligible employees shall be awarded five (5) personal days per year. The Personal Days may be taken any time during the calendar year. Employees must give a minimum of 30 minute advance notice for approval of time off to the Manager or designee.
- B. During the first calendar year of employment the employee shall be awarded personal days on a pro-rated basis after passing the six month probationary period. The following schedule shall apply:

Probationary Period Ends	Eligible For
January – February	5 Days
March- April	4 Days
May – June	3 Days
July - August	2 Days
September - October	1 Day
November - December	0 Days

- C. An employee who separates employment with the County will not receive payment for unused Personal Days. Personal Days may not be carried over into the next year.
- D. Personal Days may be used in a minimum of one half (1/2) hour increments.

SECTION 11.4 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 12
VACATIONS

SECTION 12.1 VACATIONS

- A. All employees shall be eligible for a paid vacation time after completion of six (6) months of consecutive service.
- B. Vacation is accrued on a monthly basis.
- C. Upon separation, vacation paid after the last day worked shall not be used to extend an employee’s length of service.
- D. Accrual of vacation time ceases during any medical leave after thirty (30) days. Vacation time does not accrue during a personal leave of absence.
- E. Employees who have been rehired shall accrue vacation time as of their rehire date.
- F. Any employee hired into the bargaining unit from a department under County Board jurisdiction will retain the vacation time earned.

G. Vacation will be calculated at one-tenth (1/10) of the normally scheduled bi-weekly work hours.

H. Managers may deny a vacation request if it interferes with the efficient and effective operation of the department.

VACATION SCHEDULE

YEARS OF CONTINUOUS SERVICE	VACATION DAYS PAID ANNUALLY	HOURS PER WORK WEEK	ACCURRED 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

PROCEDURES

1. Requests for vacation/time off shall be submitted in advance and are subject to the approval of the Manager or Department Head. The following factors will be taken into consideration when reviewing vacation requests:

- How much accrued vacation an employee has
- The dates vacation has been requested
- The number of total employees already scheduled off
- Overall staffing levels

2. It shall be the responsibility of the employee to provide their Manager with complete and accurate information on their time document regarding the use of vacation time.

3. Employees may carry over up to ten (10) days of vacation from one (1) year to the next not to exceed ten (10) days, according to their normally scheduled bi-weekly hours. Any unused vacation time above the 10-day carryover maximum allowed, may be forfeited at the beginning of the following calendar year. An employee may be allowed to carry over more than ten (10) days of vacation on a limited basis. The employee must submit a written request to their Department Head and receive approval by the department head prior to end of the calendar year. Any vacation carried over in excess of ten (10) days must be used within the first quarter. The excess carry-over vacation cannot be sold.

4. Once an employee has completed five (5) years of continuous service, they may elect to receive monetary payment for up to five (5) days or 40 hours of their earned vacation accrual at full value, in full day increments. Upon completion of fifteen (15) years of continuous service, an employee may elect to receive monetary payment for up to ten (10) days or 80 hours of their earned vacation accrual at full value, in full day increments. An employee is eligible to receive this payment one (1) time per calendar year.

5. If an eligible employee elects to sell vacation time, the “pay date” determines the calendar year. For example, if an employee is requesting a payment at the end of the year, (December), the “pay

date” is the following calendar year (January). An employee will not receive this payment if the vacation time is unearned.

6. For an employee that has completed one (1) year or more of service, upon separation or layoff the employee will receive monetary compensation for any accrued, unused vacation time.

7. Upon separation, employees will receive monetary compensation for all earned vacation time which consists of the number of vacation days currently accrued based on the employee’s years of service and a maximum of 10 days of banked vacation time. This amount shall not exceed a maximum of 35 days. Employees will receive any earned vacation payout on their last paycheck.

8. 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, or payout at separation.

9. In the event of the employee’s death, compensation for all unused vacation allowances shall be paid to his/her beneficiary, or as required by law.

ARTICLE 13 **SICK LEAVE**

SECTION 13.1 SICK LEAVE

- A. Employees will accrue eight (8) sick days annually. Sick time credits will accrue on a monthly basis as follows:
1. Employees working 80.00 hours Bi-Weekly - 5.33 hours
- B. Sick time will be calculated at 1/10 of the normally scheduled bi-weekly work hours.
- C. 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 Employment Policy and Guidelines.
- D. Effective December 1, 2011, 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 11 and 12.
- E. Employees who have been rehired shall accrue sick time as of their rehire date, unless the employee is separated for less than thirty (30) days as a result of layoff or employer initiated separation. In that case, if the separation is less than thirty (30) days, the accrual shall continue from the original date of hire.
- F. Sick time earned after December 1, 2011, may be accrued up to a maximum of 120 days. This bank will be maintained separately from sick time banked prior to December 1, 2011. Sick time may be used as follows:
1. 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.

2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

G. An employee who transfers out of a position eligible for sick time, and then returns to a position that is eligible for sick time, may accrue sick time as of the date returning to the sick time eligible position, unless the transfer is for less than thirty (30) days.

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 December 1, 2011 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. An employee must notify their Manager or other designee directly when illness or injury prevents the employee from coming to work. Notice to the Manager or other designee should be given no later than thirty (30) minutes prior to the start of the shift and should continue at the beginning of each work shift for which the employee is unable to report to work.

4. If the Manager or Department Head does not consider the evidence submitted as adequate for the use of sick time, additional documentation may be required, regardless of the number of days absent. If this additional documentation is not supplied, the request for sick time shall be denied and the time shall be coded as without pay. The time without pay may include a preceding or following designated holiday or vacation day.

5. A doctor's note will be required of an employee who is out for three (3) or more days, at the discretion of the Manager or Department Head. The doctor's note must include a release to work and indicate if any medical restrictions are required.

6. Any employee determined by the Manager or Department Head to be abusing the provisions of the sick time policy shall be subject to disciplinary action, not to exclude termination.

7. Eligible employees may receive payment for accrued, unused sick time as indicated below, based on employment date.

8. 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.

9. Employees may not request payment for any sick time that has not yet been earned.

10. A special sick leave provision may be approved by the Department Head and the Director of Human Resources during the flu season to extend the sick benefit and grant an employee sick time if they have insufficient sick leave hours.

11. **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%

12. 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 or,
 - 2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

Request for Payment of Accrued Sick Leave forms are available on the internet under the Human Resources tab.

13. Donated Sick Time

- a. **Eligibility.** To qualify, the employee requesting donated sick time must:
 - i. Have a non-work related serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA) and an estimated date of return to full duty from the health care provider; or
 - ii. Have a spouse, domestic partner, or dependent who resides in the employee's household with a serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA);
 - iii. Have an insufficient amount of accrued and unused sick time to cover the estimated period of absence;

b. **Approval.** Upon approval of an employee's request for donated sick time, the Human Resources Department shall:

i. Notify bargaining unit members of the requesting employee's need for donated sick time while respecting the employee's right of privacy;

and

ii. Approve payment of any such donated sick time to the requesting employee up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is less.

c. **Donating Sick Time.** A bargaining unit member may donate accrued and unused sick time to any other bargaining unit member who has been approved to receive donated sick time as long as the donating bargaining unit member retains a sick leave balance of at least 40 hours after deduction of the hours offered for donation.

d. Donations of sick time shall be in one hour increments.

e. A bargaining unit member receiving donated sick time shall be paid at their regular rate regardless of the rate of pay of the employee donating such leave.

f. Sick time shall be deducted from donating bargaining unit members in the order donated and shall be credited to the receiving bargaining unit member's account on pay day up to the amount necessary for the bargaining unit member to be paid their regular two weeks' pay. No sick time shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick time donated by a bargaining unit member that is not used shall remain in the account of the donating bargaining unit member.

g. A bargaining unit member using donated sick time shall be in active pay status and shall accrue sick time, and be entitled to any other benefits they would normally receive. All sick time or other paid leave provided to or accrued by a bargaining unit member while using donated sick time shall be used in the following pay period first before donated sick time is used.

h. A bargaining unit member approved to receive donated sick leave shall be eligible to receive such leave until the bargaining unit member:

i. Returns to full duty; or

ii. Exhausts all donated leave; or

iii. Has been on donated sick leave for a total of six months.

Bargaining unit members absent from work and receiving donated sick leave may not work, perform services, receive, or earn compensation for or from any other entity, including the bargaining unit member's own business, from the beginning of such absence until the employee returns to work.

3. Donated Sick Leave

- a. A bargaining unit member requesting the use of donated sick time must submit a Request to Receive Donated Sick Time Form, to the Human Resources Department along with a written certification from a health care provider of the employee's serious health condition, on a Health Certification Form, and an estimated date of the bargaining unit member's return to full duty, must be attached to the request.
- b. Upon approval of a request for donated sick time, Human Resources shall complete a Notice to Donate Sick Time and forward copies to each bargaining unit members.
- c. Bargaining unit members wishing to donate sick time to a fellow bargaining unit member eligible for donation shall complete their portion of the Notice to Donate Sick Time, sign and date it (including the time of signature) and return it to Human Resources.
- d. Human Resources shall confirm the bargaining unit members wishing to donate sick time have sufficient balance to do so and shall allocate sick time pursuant to this Article.

ARTICLE 14
LEAVES OF ABSENCE

SECTION 14.1 DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 14.2 BEREAVEMENT LEAVE

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted three (3) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated compensatory time, vacation time, or personal time.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or domestic partner, including a person who is legally acting as a guardian in one of the above capacities.

Additionally, an employee may be granted time off, duration of which shall be determined by the Employer, to attend the funeral of a co-worker. Employees may use accumulated compensatory or vacation time in order to attend the funeral.

SECTION 14.3 FAMILY AND MEDICAL LEAVE

Any employee covered by this agreement shall be considered eligible to participate in Family and Medical Leave according to the Employee Policy and Guidelines and attached hereto as Appendix A.

SECTION 14.4 JURY DUTY LEAVE

Any employee who is subpoenaed as a result of his regular job duties, or otherwise required to serve on a jury (except if the employee is a party to a non-work related litigation) 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.

SECTION 14.5 MILITARY LEAVE

The Employer shall comply with all federal and state laws regarding military leave.

SECTION 14.6 PERSONAL LEAVE OF ABSENCE

- A.** An employee with at least twelve (12) months seniority may petition his/her Department Head for a personal leave of absence. Such leave of absence is without pay or fringe benefits, employees may continue their County health insurance by providing the County with a check for the total premium cost on a monthly basis. Failure to send this check to the County may result in loss of health insurance coverage. DuPage County may allow employees to take a Personal Leave of Absence without pay for extraordinary circumstances of personal need when it is determined to be in the best interest of both the County and the requesting employee. A personal leave is not to exceed ninety (90) days. An employee will be required to use any accrued vacation, sick or personal day, and compensatory time during an approved personal leave. If an employee does not have this time available, they will go unpaid during the length of the personal leave.
- B.** Sick time, vacation time and personal days will not accrue while the employee is on a personal leave, nor will an employee be eligible for holiday pay. Additionally, future benefits and benefit accruals will be adjusted based upon the period of time the employee is on Personal Leave (i.e. sick time, vacation time, retention and service awards).
- C.** The Director of Human Resources, or designee, will make every effort to place the employee in their former position. Personal leave does not guarantee the ability to return to a former position. If the position is not available, the employee may be restored to a position of like seniority, status and pay, if available. If this is not possible, the employee will be separated.
- D.** Before returning to work, the employee who is out due to their own serious health condition must provide a "fitness for duty" with a specific return date noting any restrictions. If restrictions are noted, the Department Head and Director of Human Resources will determine whether and how the restrictions may be accommodated, pursuant to County Board Policy. If such certification is not received, their return to work will be delayed.
- E.** Procedures for applying and during leave of personal leave of absences as provided in Employee Policy and Guidelines shall apply.

ARTICLE 15 HEALTH INSURANCE

All employees covered by this Bargaining Agreement shall continue to be eligible to receive 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.

ARTICLE 16
EMPLOYEE TRAINING AND EDUCATION

SECTION 16.1 TRAVEL/BUSINESS REIMBURSEMENT

All employees covered by this Agreement shall receive Travel/Business Reimbursement equivalent to the provisions and guidelines attached as Appendix B. Should the Federal or State law(s) change with regard to the travel, business, or mileage reimbursement, which subsequently cause a change in the Employer’s policy, such change will be provided to the Union within five (5) days of the new policy going into effect and shall be incorporated herein upon adoption of the policy by the DuPage County Board and shall supersede any old policies that may already be incorporated or included herein.

Employees who attend offsite training may have the start and end of the work day adjusted. (Example: if an employee’s workday normally is 6:00 AM to 2:30 PM and the training program hours are 9:00 AM to 5:00 PM the employee’s hours of work for that day will change to the training program hours.)

For onsite training and training requiring an overnight stay, employees who attend training may mutually agree with his/her supervisor to have the start and end of the work day adjusted.

SECTION 16.2 TUITION REIMBURSEMENT

All employees covered by the Bargaining Agreement shall receive Tuition Reimbursement equivalent to the Employee Policy and Guidelines attached hereto as Appendix C. Should the DuPage County Board adopt new or revised policies regarding Tuition Reimbursement, such changes shall be provided to the Union within five (5) days of the new or revised policies going into effect and shall be incorporated herein upon adoption of the policy by the DuPage County Board. These new or revised policies shall supersede any old Tuition Reimbursement policies incorporated herein.

ARTICLE 17
SAFETY

SECTION 17.1 UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working conditions, equipment or vehicle, shall immediately inform the Manager or his or her designee who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE 18
LABOR-MANAGEMENT MEETINGS

SECTION 18.1 LABOR-MANAGEMENT CONFERENCES

Attachment: Local 150 Contract _11-2-17 (FI-R-0464-17 : Authorization of Contract with IUOE, Local 150)

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. It the Parties agree that a meeting is desired, then the County shall schedule such meetings within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 18.2 PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE 19
UNIFORMS AND EQUIPMENT

SECTION 19.1 UNIFORMS/BOOTS

Each September, the Employer shall provide up to two hundred dollars (\$200.00) dollar uniform allowance per year for work uniforms for all bargaining unit employees. For all bargaining unit employees, the Employer shall also provide up to two hundred dollars (\$200) per year for a boot allowance and shall provide replacements when needed due to work-related use.

SECTION 19.2 PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 19.3 PRESCRIPTION SAFETY LENSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety lenses from an Employer approved vendor as follows:

- (A) Reimbursement may be made once every two years;
- (B) The Employer shall reimburse up to one hundred dollars (\$100.00) of the cost for one (1) pair of prescription safety lenses.

The Employer further agrees to replace lenses should an employee’s original pair become damaged/broken on the job.

ARTICLE 20

PERSONNEL RECORDS

SECTION 20.1 PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review. An employee must make a request to review his or her personnel record in writing and may review their personnel records a maximum of two (2) times per year.

SECTION 20.2 RIGHT OF INSPECTION

An employee will be granted the right to inspect his/her personnel during working time no more than two times per year by written request. An employee may obtain a copy of his/her record upon request to the Director of Human Resources. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 20.3 DISCIPLINARY RECORDS

No disciplinary records will be removed from an employee's personnel file. However, the employer agrees that it will not rely on discipline for purposes of progressive discipline if the employee has not engaged in the same conduct for a period of eighteen (18) months, unless the conduct is of a nature to expose the County to liability to third parties like harassment or violence.

ARTICLE 21 NON-DISCRIMINATION

Nothing in this Agreement is intended to abridge, abrogate or expand any state, federal or local law or ordinance pertaining to discrimination. The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Any violation of this Article may be grieved or a claim processed through the appropriate federal or state agency or court. Any employee filing a claim over a violation of this Article must waive his or her right to file in one forum or the other any claims based on a violation of the laws addressed in this Article.

ARTICLE 22 NO STRIKE/NO LOCKOUT

SECTION 22.1 NO STRIKE

During the stated term of this Agreement, the Union shall not call a strike, sit down, slow down, work stoppage or other concerted cessation or delay of work of any nature, regardless of the reason.

SECTION 22.2 NO LOCKOUT

During the stated term of this Agreement, the Employer shall not lock out any bargaining unit employee.

**ARTICLE 23
DRUG AND ALCOHOL POLICY**

SECTION 23.1 POLICY

All bargaining unit employees shall follow the Employee Policy and Guidelines on Drug-Free Workplace. Employees who are classified within a safety position, as defined by the Omnibus Transportation Employee Testing Act, should also follow the Employee Policy and Guidelines Drug and Alcohol Testing, attached hereto as Appendix D.

SECTION 23.2 FITNESS FOR DUTY

All bargaining unit employees shall follow the Employee Policy and Guidelines on Fitness for Duty attached as Appendix E.

**ARTICLE 24
WAGES**

SECTION 24.1 STARTING WAGES

The minimum starting annual salary for employees entering a bargaining unit position after the date the parties ratify this contract shall be \$77,500.

SECTION 24.2 EXISTING BARGAINING UNIT MEMBER WAGES

Effective the first full payroll period following the date the parties ratify this contract, the annual salary for employees in a bargaining unit position as of January 1, 2017 and who remain in such position as of the date the parties ratify this contract shall be:

Grounds Maintenance Supervisor	\$84,500
Highway Maintenance Supervisor	\$84,500
Vehicle Maintenance Supervisor	\$84,500

SECTION 24.3 FUTURE WAGE ADJUSTMENTS

General Wage Adjustments Bargaining unit members shall receive increases to their existing wage rates, effective the first full pay period after the following dates:

- 1) December 1, 2017 – 2% across the board increase for all members
- 2) December 1, 2018 – 2% across the board increase for all members
- 3) December 1, 2019 – 1% across the board increase for all members

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 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 merit adjustment 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 effective the first full pay period after the following dates:

- 1) June 1, 2020 – 1% merit

Economic Adjustments Upon ratification in 2017, the county shall pay each employee in the bargaining unit as of January 1, 2017, a one-time economic adjustment of five hundred dollars (\$500). Payment shall be made within one month of the date of ratification.

SECTION 24.4 RETENTION PAY

Employees shall receive Retention Pay in accordance with Appendix F.

ARTICLE 25
FILLING OF VACANCIES

SECTION 25.1 POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on the county website or other locations as necessary for the duration determined by the County. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2 FILLING OF VACANCIES

The Employer shall determine if there is a vacancy to be filled and at any time before the vacancy is filled, whether or not the vacancy should be filled. When vacancies occur in the bargaining unit, the Employer will give first consideration to the employees in the bargaining unit, unless the non-bargaining unit applicant demonstrates greater skill and ability to fulfill the needs determine by the Employer.

ARTICLE 26
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE 27

ENTIRE AGREEMENT, WAIVER OF FURTHER BARGAINING AND AMENDMENTS TO THE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term, unless otherwise provided for in this contract. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement.

During the negotiations resulting in this Agreement, the County and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Illinois Public Employees Labor Relations Act imposes an obligation to bargain, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are stated 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 the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, or with respect to the impact or effects upon employees of the County's exercise of its rights under this Agreement. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the County and the Union.

ARTICLE 28
DURATION AND TERM OF AGREEMENT

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, 2020, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____ 2017, at the DuPage County Division of Transportation.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,

James M. Sweeney
President/Business Manager
International Union of Operating Engineers, Local 150

Deanna M. Distasio
Attorney
International Union of Operating Engineers, Local 150

Daniel J. Cronin
Chairman
DuPage County Board

Attachment: Local 150 Contract _11-2-17 (FI-R-0464-17 : Authorization of Contract with IUOE, Local 150)