

COLLECTIVE BARGAINING AGREEMENT

between

ROCK RIVER WATER RECLAMATION DISTRICT,
a public employer,

and

TEAMSTERS LOCAL UNION NO. 325,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

for

MAINTENANCE, OPERATIONS, AND REPAIR EMPLOYEES

MAY 01, 2021 through APRIL 30, 2026

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AGREEMENT

THIS AGREEMENT is entered into by and between the ROCK RIVER WATER RECLAMATION DISTRICT, a public employer within the meaning of Sections 3(0) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as “Employer,” and TEAMSTERS LOCAL UNION NO. 325, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, a labor organization within the meaning of Section 3(I) of the Illinois Public Labor Relations Act, hereinafter referred to as the “Union.”

It is the specific purpose of this Agreement to provide a clear statement of the terms and conditions which the parties’ orderly collective bargaining relationship and good faith bargaining have produced with respect to wages, hours, and conditions of employment. As such, it is the express intent of the parties to set forth herein all areas of agreement concerning the bargaining unit employees of the Employer with regard to those mandatory subjects of bargaining. Consistent therewith, this Agreement shall incorporate provisions for the prompt disposition of grievances, including a final method of adjusting disputes concerning the interpretation hereof, and to totally avoid any interruption or interference with service to the Employer’s public.

In all instances the provisions of this Collective Bargaining Agreement shall be interpreted in strict accord with the Illinois Public Labor Relations Act, as amended and any other applicable law.

In consideration of the mutual promises and covenants contained herein, the parties, by their duly authorized agents and representatives, do mutually covenant and agree as follows:

ARTICLE 1

RECOGNITION AND COVERAGE

SECTION 1.1 Consistent with the Act and in accord with the Certification of Representation by the State of Illinois State Labor Relations Board in Case No. S-RC-97-95, issued July 21, 1997, the Employer recognizes the Union as the sole and exclusive representative of the Employer's employees in the bargaining unit described in Section 1.2 of this Agreement for purposes of collective bargaining regarding mandatory subjects of bargaining with respect to rates of pay, hours of work, and other conditions of employment.

SECTION 1.2 The provisions of this Agreement shall cover and be applicable to those employees in the "bargaining unit" described and limited as follows:

Included: All regular full-time maintenance and repair employees in the classifications of Automotive Mechanic, Automotive Mechanic Trainee, Building Repair Technician, Crew Chief Sewer Maintenance, Electronics Technician, Equipment Operator, Laborer Helper 1 and II, Labor/Helper Crew Chief, Lead Equipment Operator, Maintenance Electrician, Maintenance Mechanic, Senior Building Repair Technician, Technical Equipment Operator/TV, Technical Equipment Operator/Helper TV, Treatment Plant Operator I and III, Treatment Plant Operator Shift Relief Leader, Treatment Plant Technician I and II, Vactor Flusher.

Excluded: All office and clerical employees, all managerial, short-term, confidential, professional and supervisory employees as defined by the IPLRA and all other employees of the Rock River Water Reclamation District

SECTION 1.3 The Employer reserves the right to seek applicants for employment and to hire employees from any source whatsoever and further reserves the right to determine, within its sole discretion, the qualifications for employment and the qualifications of each applicant for employment. The Employer further reserves the right to select employees for promotion or transfer to supervisory and/or other positions outside the bargaining unit.

ARTICLE 2

INHERENT MANAGEMENT RIGHTS RESERVED

SECTION 2.1 All the rights, powers, functions, and authority which the Employer had prior to the signing of this Agreement (including those with respect to mandatory subjects of bargaining concerning wages, hours, and working conditions) are retained by the Employer except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified, or limited.

SECTION 2.2 The rights which are vested exclusively in the Employer, except as abridged by an express and specific provision of this Agreement as interpreted in accord with the Grievance Procedure in Article 8, include, but are not limited to, the right: to determine the organization and operations; to determine and change the purpose, composition, and function of any and each of its departments; to set standards for the services to be offered to the public; to direct the employees, including the right to assign work and overtime (including assigning employees to different jobs as needed to insure maximum mobility of employees and efficiency of operations); to introduce new and improved methods or facilities or to change existing methods or facilities; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or funds or other reasons; to subcontract work for the following business reason(s): excess service requirements, technical or technological reasons, lack or condition of equipment or qualified employees, or economics (in the event such subcontracting results in a reduction in force the Employer will notify the Union of the business reason(s) and will consider alternatives suggested by the Union); to establish or modify work schedule, and to determine the number of and specific hours worked; to establish, modify, combine or eliminate job positions and classifications for legitimate business reasons (and not for the purpose of dissipating the bargaining unit; in which event the Employer will provide the Union notice thereof, the reason therefore and will consider alternatives suggested by the Union); to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to determine and manage all matters which the Employer is not required to bargain in accord with the Act.

SECTION 2.3 The list of specific rights in this Agreement is not intended to be, nor shall be, restrictive or a waiver of any of the rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past. All functions and rights not expressly delegated to the Union and all functions and rights not expressly limited by this Agreement, and then only to the extent limited, are retained by the Employer.

SECTION 2.4 None of the foregoing shall be used in violation of any of the express provisions of this Agreement.

ARTICLE 3

UNION SECURITY

SECTION 3.1 Each employee shall have the right to choose to become or not become a member of the Union. Such choice shall be solely that of each individual employee. Neither the Union, the Employer, nor any other person, shall coerce or otherwise interfere with said employee's free choice to be or not be a member of the Union.

~~SECTION 3.2 Any employee who is not and does not become a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters effecting wages, hours of work, and other conditions of employment, but not to exceed the total amount of dues, assessments and initiation fees, uniformly required of members. All employees in the bargaining unit hired on or after the effective date of this Agreement and who have not made application for membership, on or after the 31st day of their hire, shall also be required to pay a fair share as defined above.~~

~~The Employer shall, with respect to any employee on whose behalf the Employer has not received a written authorization as provided for in Section 3.5, deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the 10th day of the month following the month in which the deduction is made, subject only to the following:~~

~~(A) The Union has certified to the Employer that the affected employee has been delinquent in his obligations for at least 30 days;~~

~~(B) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Union of the manner in which the Union has calculated the fair share fee;~~

~~(C) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have the said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.~~

SECTION 3.3 The Employer shall provide each month to the Union an updated electronic bargaining unit list of employees, including name, address, telephone number (home and mobile), e-mail address, work hours, classification, date of hire and seniority date.

SECTION 3.4 The rights, obligations, and limitations concerning Union security, including fair share deductions, shall be interpreted and applied in strict accord with Section 6 of the Act. The Union shall assume full responsibility to insure complete compliance with the requirements established by the United States Supreme Court in Chicago Teachers Union v.

Hudson, 106 U.S. 1066 (1986) with regard to the constitutional rights and obligations of fair share fee payers.

SECTION 3.5 The Union will provide to the Employer verification that dues deductions have been authorized by the employee upon request. Employees may provide such authorization for payroll deduction of dues by submitting to the Union a written application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

The Employer shall adhere to the provisions in each due check-off authorization agreed to by the employee regarding automatic annual renewal of the authorization and the provisions agreed to by the employee regarding revocation of the authorization only during specified window periods, even if the employee has resigned membership in the Union.

Such deductions will be made from the wages due on each pay day and will be promptly remitted to the Financial Secretary of the Union each month.

SECTION 3.6 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including the timely and complete payment of all legal costs and attorneys' fees incurred by the Employer (which attorney shall be as determined solely by the Employer), that shall arise out of or by reason of action taken by the Employer pursuant to this Article.

ARTICLE 4

NON-DISCRIMINATION

SECTION 4.1 The parties agree that in their respective practices and policies, and with regard to the application of any provisions of this Agreement, they shall comply with, and to the extent of, applicable and valid state and federal laws regarding non-discrimination and equal employment opportunity including the ADA which may require the Employer to implement a reasonable accommodation otherwise inconsistent herewith. This section shall not be subject to the grievance procedure contained in Article 8.

SECTION 4.2 Neither the Union nor the Employer shall discriminate against any employee as a result of an employee's choice to engage in protected concerted activities, including membership or other proper activities on behalf of the Union, or who refrain therefrom.

SECTION 4.3 The parties have attempted to draft the language in a gender-neutral manner. Consistent therewith, use of either male or female gender in this Agreement shall be construed to also refer to the other. Use of singular form or plural form in this Agreement shall be construed to also refer to the other.

ARTICLE 5

UNION REPRESENTATION ACTIVITIES

SECTION 5.1 All representation activities by or on behalf of the Union, or employees regarding the Union, shall occur consistent with and to the extent of the specific and express provisions of this Agreement. Except as herein specifically provided, and then only to the extent so provided, no representation activities will occur during working time nor be paid for by the Employer, unless mutually agreed on between the Union and Executive Director or designee.

SECTION 5.2 The Employer shall not unreasonably interfere with legitimate representation activity, during unpaid time, essential to the administration of this Agreement.

SECTION 5.3 The Union shall notify the Employer in writing regarding the names of those non-employee representatives having business and authority to conduct business with the Employer. The Employer shall not recognize any representative or acknowledge the authority thereof until said representative's name and official position have been verified in writing to the Employer. Non-employee representatives of the Union shall be permitted to visit the Employer during normal working hours to talk with employees of the Employer and/or representatives of the Employer in the course of contract administration. Such visits shall not interfere with any employees' proper performance of duty.

SECTION 5.4 The Union may designate a maximum of 4 shop employees (2 from the bargaining unit that is the subject of this Agreement and 2 from the other bargaining unit of the Employer's employees represented by the Union) as Stewards. At the Union's request, the authority of a Steward shall be limited to, and not exceed, the investigation and presentation of Grievances pursuant to Article 8 of this Agreement. A Steward shall not have the right nor authority to take strike action or any other action, directly or indirectly, which might interrupt or interfere with the Employer's business. The Employer recognizes these limitations upon the authority of Stewards (and their alternates) and shall not hold the Union liable for any unauthorized acts. A Steward shall not leave his or her work station or job duties during working time to perform any Union duties unless specifically requested to do so by the Employer, in which event the Steward shall not suffer a loss of wages.

A Steward(s) shall be permitted reasonable time off without pay to attend Union meetings provided the Employer receives at least 48-hour prior written notice of said meeting from the Union and the Steward(s) absence at that time shall not interfere with any employees' proper performance of duty and has the approval of the Executive Director or designee.

SECTION 5.5 1 employee representative, designated in writing, and/or any authorized (per Section 5.3) non-employee Union representative, shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is the subject of a specific grievance, at reasonable times and with the employee's prior written consent, a copy of which shall be provided to the Employer prior to such examination.

SECTION 5.6 The Employer shall provide or designate a Union bulletin board of suitable size as space allows. Such bulletin boards shall be used by the Union exclusively for posting the following type notices:

- (A) Notices of Union recreational and social affairs.
- (B) Notices of Union meetings, appointments, and elections.
- (C) Reports of Union committees or other normal and proper business.

Notices and announcements shall not contain any outside advertisements, anything political or anything reflecting upon the Employer or any of its employees. There will be no distribution or posting of notices or any kind of literature upon the Employer's property by employees or by the Union except herein provided.

ARTICLE 6

NO STRIKE

SECTION 6.1 Neither the Union nor any employee will call, cause, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slowdown, picketing, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer, in any manner whatsoever, whether in protest of matters or actions covered by this Agreement, of matters or actions not referable hereunder and not within the normal bargaining relationship between the parties, and whether or not based upon alleged violations of state or federal law nor in sympathy or honor of any other picket line while this Agreement is in effect - the sole exception being the employee's reasonable fear of imminent danger. The parties specifically agree that neither the Union nor any employee covered by this Agreement shall refuse to cross any picket line at the Employer's facility, by whomever established - the sole exception being the employee's reasonable fear of imminent danger. The Union specifically acknowledges that each employee who holds a position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

SECTION 6.2 In the event an employee or employees engage in any action prohibited by Section 6.1 above, the Union shall immediately disavow such action, in writing and/or in all other forms reasonably required by the Employer, and shall further advise the employees of their obligation under this Agreement and under the Act and shall direct the employees to return to work and shall further use its best efforts to achieve a prompt resumption of normal operations. Upon timely complying with the requirements of this Section, the Union, including its officials and agents, shall not be liable for damages for violations of Section 6.1 unless the Union, by its officials or agents, has acted in violation of Section 6.1.

SECTION 6.3 Any employee who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 6.1 shall not be considered a violation of this Agreement and further, to the extent the Grievance Procedure in Article 8 is otherwise applicable, only the issue of participation or non-participation, and not the discipline taken or any other issue, will be subject to that Grievance Procedure.

SECTION 6.4 During the term of this Agreement the Employer will not occasion or cause any lockout. The Employer shall not lock-out any employee during the term of this Agreement.

SECTION 6.5 In the event of a violation by an employee, the Union, or the Employer hereunder, the Union and the Employer shall have the right to enforce any and all legal or equitable rights or remedies.

ARTICLE 7

RULES, DISCIPLINE, AND DISCHARGE

SECTION 7.1 Maintenance of discipline and appropriate conduct is the duty of each employee. Except as herein specifically provided, establishment of rules, regulations, and other parameters of conduct is the exclusive responsibility of the Employer. No non-probationary employee covered by this Agreement shall be disciplined without just cause.

SECTION 7.2 Except as otherwise specifically provided herein, the Employer retains the right to establish, adopt, publish, put into effect, change, amend, and enforce reasonable rules and regulations for employee conduct for safety and to fix the penalties for violation thereof and to determine and implement discipline for violation of such standards. New or amended rules or regulations shall be first posted for 10 working days before their effective date, with a copy simultaneously presented to the Union. After posting and prior to their effective date, the Union has the right to challenge the reasonableness of such new or amended rule or regulation through the Grievance Procedure. If grieved, such amendment shall nonetheless be implemented and any further issue arising thereunder during the pendency of that grievance shall include a question of the amendment's reasonableness. If not timely grieved, a rule or regulation shall be irrebuttably presumed reasonable and only the rule's or regulation's application shall be subject to Grievance.

Consistent herewith, the parties acknowledge that, except in extreme situations, the primary purpose of discipline is remedial. Therefore, the Employer recognizes and agrees to utilize the principle of progressive discipline on like matters as follows:

- 1) Oral warning
- 2) Written reprimand
- 3) Final written reprimand, with counseling by Employer and Union
- 4) Discharge

The Employer's agreement to utilize progressive discipline does not prohibit the Employer from imposing more severe discipline which is commensurate with the severity of the offense, up to and including immediate discharge.

The Employer shall notify both the employee involved and the Union of all disciplinary action more severe than an oral warning. Such notification shall be in writing and shall reflect the specific nature of the offense giving rise to such discipline, the discipline assessed, and the direction to the employee for future behavior.

SECTION 7.3 Discipline shall be assessed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts. The Employer shall confer the appropriate level of discipline at the conclusion of the investigation; and notify the affected employee of the discipline within five (5) scheduled working days.

Discipline shall remain in the sequence of progressive discipline for a 12-month period from the date thereof. After disciplinary action is no longer in sequence, such shall remain in an employee's file solely for background purposes. Background records will not be introduced by the Employer to defend a Grievance if the Grievance is based solely upon the question of participation or non-participation in the prohibited conduct.

SECTION 7.4 When the Employer intends to conduct an investigatory interview of an employee where the results of the interview could result in disciplinary action, the employee has the right to request representation at such interview from whichever of the Stewards is most available. If the employee desires such Union representation, no interview shall take place without the presence of that Steward provided such representative shall make every reasonable effort to be available as soon as practicable. In the event the Employer elects to conduct such interview at a time that Steward is on duty, the representative will be excused from his or her regular duties without loss of pay to attend such interview.

SECTION 7.5 Should any employee feel that he or she has been unjustly discharged or improperly laid off, said employee may, within 5 working days of the time of such discharge or layoff or knowledge thereof, file a Grievance under Article 8, beginning with and including the requirements of Step 2, of Section 8.3. If a discharged or laid off employee does not present a Grievance within said 5 working days, any and all claims that the discharge was not for just cause or that the layoff was improper will be deemed waived.

ARTICLE 8

CONTRACT GRIEVANCE PROCEDURE

SECTION 8.1 A "Grievance" is defined as a dispute, arising between an employee and the Employer, concerning the interpretation or application of a specific provision of this Agreement, which dispute does not conflict with the Illinois Public Labor Relations Act or other Local, State or Federal Law. The original written Grievance shall at no step of the Grievance Procedure be expanded or enlarged.

SECTION 8.2 It is the intention of the parties hereto to conduct their affairs in such manner that Grievances will not arise and that Grievance claims will be minimized.

SECTION 8.3 All Grievances, as above defined, shall be presented and processed at the various steps and within the time limits hereinafter set forth in an earnest effort to settle such Grievance at the earliest possible time:

Step 1. A Grievance shall be presented verbally to the employee's immediate Department Director by the aggrieved employee and/or Union representative during non-working time. If the employee requests the presence of a Steward, such initial presentation shall be during non-working time of both the employee and the Steward. Such Grievance shall be presented within 10 business days of the date the employee knew or reasonably should have known of the event first giving rise to the claim of Grievance. The employee's Department Director shall answer said Grievance to the employee within 5 business days after the date on which the Grievance was first presented. The solution offered by the Department Director, if accepted, shall settle the Grievance or the employee may withdraw the Grievance and such shall not be precedent setting.

In the event of a situation giving rise to a Grievance, the employee shall first complete the assigned work task, and grieve later, unless the employee reasonably believes that the assignment causes imminent threat to the employee's or other employees' immediate safety.

An employee shall not suffer retaliation due to the filing of a Grievance hereunder. Any allegations of retaliation shall be grounds for a new and separate Grievance in accord with this Article.

Step 2. If such is not settled or withdrawn in Step 1., the Grievance shall be presented in writing, and signed by the aggrieved employee to the Director of Management Services or designee, within 5 business days of the supervisor's answer to Step 1. The written Grievance must clearly identify all the facts giving rise to the Grievance, clearly and precisely identify all specific contract provisions which it is claimed were violated, and clearly identify the relief requested. The Grievant and Union shall be bound by the specific facts, contractual provisions, and relief requested in the original written Grievance. The Director of Management Services or designee shall answer the Grievance, in writing (with a copy to the Union), to the employee within 5 business days after the date on which the

Grievance was first presented. The solution offered by the Director of Management Services or designee, if accepted, shall settle the Grievance.

Step 3. If the Director of Management Services or designee's answer to Step 2 is considered not satisfactory, the Grievance may, within 5 business days after the day on which the Director of Management Services or designee's written answer is given, be appealed, in writing, by the Union to the District Executive Director. The District Executive Director or the Director's designated representative or representatives shall review such appeal. Within 10 business days of such appeal, the Employer and the Union shall schedule a meeting at a mutually agreeable time and place and attempt to resolve the matter. If the parties cannot resolve the matter at said meeting, the Union, within 15 business days of final adjournment of said meeting, may proceed to arbitration in accord with Section 8.4 of this Article.

The Grievant and the Union shall be bound by the specific facts, contractual provisions, and relief requested, in writing, at Step 2, and no facts, contractual provisions, arguments or relief not thusly requested shall be subsequently considered. An extension of time for the filing of a Grievance, answering of a Grievance, or any Grievance meetings may occur by prior mutual written agreement of the parties.

SECTION 8.4 In the event a Grievance is not resolved at Step 3 of Section 8.3 of this Article and the Union timely requests it proceed to Arbitration, such shall occur in accord with the following:

(A) Within 10 calendar days after the Union's request to submit the matter to Arbitration, the Union and the Employer shall attempt to select, by mutual agreement, an impartial Arbitrator. If the parties cannot agree upon an impartial Arbitrator, the Union shall request the Federal Mediation and Conciliation Service to furnish the parties with a panel of 7 regular, neutral Arbitrators. Upon receipt of such list, each party shall strike a name from the list, with the first strike determined by the flip of a coin, until only 1 name remains, who shall be the Arbitrator.

The Arbitrator shall be notified of his or her selection by a letter from the Union, with a copy to the Employer. Such letter shall include the following: 1) a request that the Arbitrator set a time and location of the Hearing, subject to the availability of the Employer and the Union; 2) a copy of this Section 8.4 and a request for the Arbitrator to confirm acceptance of the terms hereof; and 3) a joint statement of the issue (provided such can be reached by the parties prior to the hearing).

(B) The fees and expenses of the Arbitrator, the hearing room at a neutral location, and a transcribed record shall be borne equally by the parties. Each party shall bear its own costs including those for preparation, witnesses, counsel, and copy of transcript.

(C) Arbitration procedure shall be in accord with the provisions of the Illinois "Uniform Arbitration Act," IRS Chapter 10, Section 30-114.

Only in the event of a patent ambiguity of a specific provision of this Agreement will parole evidence, including past practices of the parties, be permissible to assist in

interpreting or applying the terms of this Agreement; and, in no event may such parole evidence, including past practice of the parties, be relied upon to justify or result in an effective modification (whether by addition or deletion) of the express terms of this Agreement. All provisions of this Agreement shall be construed, interpreted and applied in their common meaning. Except as otherwise specifically provided, the specific shall control the general.

(D) The Arbitrator's decision shall be consistent with the Agreement, shall cover only the specific issue in dispute without recommendation on other matters, shall be in writing, shall state the Arbitrator's reasons for decision and shall be served upon all parties to the proceeding or their counsel by certified mail within 60 calendar days of the later of the close of the Hearing or the due date for post hearing briefs. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision of this Agreement by the Employer. The Arbitrator shall have no power to make a decision contrary to or inconsistent with statutes, final court decisions or administrative rules and regulations which have the force of law, or with this agreement, nor shall the Arbitrator in any way limit or interfere with the powers, duties, and responsibilities of the Employer under law and applicable judicial authority.

The Arbitrator shall have the power to award back pay in cases involving discharge, layoff, or disciplinary suspension of individual employees. Back pay is defined to be the amount of money which such employee would have earned had the employee remained in the full employment of the Employer at the employee's regular job from the date on which the back pay accrues, excluding overtime pay, minus such amounts as the employee earned during the same period from other employment and minus other income or compensation including unemployment compensation and other benefits in lieu of earnings received by said employee. No decision of an Arbitrator in any one case shall require retroactive pay in any other case unless by prior mutual agreement, in writing, of the parties.

The Employer shall have sole discretion relating to the disciplinary action to be taken against the participants in any and all unauthorized or illegal strikes, work stoppages, slowdowns, and walkouts. Such disciplinary action shall not be subject to the Grievance Procedure.

Questions concerning any liability, obligation, or application of or under a state or federal statute or law, or which are or could be the subject of an administrative proceeding, shall not be subject to the Grievance Procedure.

Events which first occurred prior to the date of execution of this Agreement or which occur after the termination of this Agreement shall not be subject to the Grievance Procedure.

(E) The parties shall make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the Arbitrator. Both the Employer and Union shall have the right to properly request the Arbitrator to require the presence of witnesses and/or documents. Once a determination is made that the matter is arbitrable or if such

preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute.

(F) Only with regard to a Grievance properly and timely submitted and processed in strict accord herein and otherwise within the jurisdiction of the Arbitrator shall his decision be final and binding upon the Employer, the Union, and the employees in the bargaining unit.

SECTION 8.5 All Grievances must be presented in compliance with the procedures outlined above. No Grievance will be processed unless the specific provisions, procedures, and time limits are precisely followed. Time limits provided for in the steps of the Grievance Procedure may be extended by prior written mutual agreement. Unless time limits are waived by prior written mutual agreement, Grievances must be appealed and answered within the time limits established in each step of the above procedure or they shall be considered settled on the basis of the timely party's last position.

SECTION 8.6 A written settlement reached at any step of the Grievance Procedure shall be final and binding upon the Employer, the Union, and the employee(s).

SECTION 8.7 Only one subject matter shall be covered in any one grievance. A Grievance may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply identically to all such employees.

SECTION 8.8 For the purpose of administering this Agreement, business days are Monday through Friday, except Holidays.

ARTICLE 9

SENIORITY

SECTION 9.1 Seniority, for all purposes under this Agreement, shall be measured from the employee's last date of hire into the bargaining unit covered by this Agreement or the Office Clerical and Technical Employees Contract. The relative seniority of employees with the same seniority date shall be determined by the employees' social security numbers; using the entire nine-digit number; that is, the employee with the lowest social security number shall have the greatest seniority.

Unless otherwise expressly provided, seniority shall accumulate unless broken as provided in Section 9.4 of this Agreement. A former employee shall be considered as a new applicant and shall receive no credit for former seniority which was forfeited by termination of former employment.

SECTION 9.2 Seniority, including type thereof and any rights accruing therefrom, shall be applicable only as expressly provided in this Agreement.

SECTION 9.3 A new employee shall be considered a probationary employee until after said employee has been employed 90 calendar days. The Employer and the Union may, by written mutual agreement (with a copy to the employee), extend the probationary period up to an additional 30 calendar days.

Except as otherwise specifically provided, a probationary employee shall not have any rights under this Agreement. Consistent therewith, an employee can be laid off or discharged at any time during this probationary period without recourse under this Agreement. The Employer, in its discretion, may require an applicant who has been offered employment to undergo a physical exam and or substance testing, consistent with applicable law, including the American's with Disabilities Act, with the Employer's physician and at the Employer's expense. A positive test for controlled substances, a failed physical, or refusal to submit to the test or exam shall disqualify the employee from employment.

Pursuant to state law, a probationary employee shall be immediately eligible for membership in the Illinois Municipal Retirement Fund. A probationary employee shall be eligible for holiday pay in accord with Article 16 and group insurance coverage in accord with Article 18 after 30 calendar days of employment. After completion of the probationary period, an employee shall be considered a regular employee entitled to all of the benefits provided in this Agreement and seniority credit shall be given retroactive to the date of hire. A regular employee shall be entitled to the benefits of this Agreement.

SECTION 9.4 Up-to-date seniority lists shall be maintained in the Employer's office. The Employer shall post on the bulletin boards copies of the up-to-date seniority lists within 15 days after execution of this Agreement and thereafter shall compile and post an accurate seniority list at least quarterly and shall provide a copy to the Union.

The seniority records of any individual employee shall be available for inspection by that employee during normal business hours.

SECTION 9.5 An employee's seniority shall cease, and employment shall be terminated upon:

- (A) Quitting.
- (B) Discharge for just cause.
- (C) Failure to notify the Employer of intent to return to work upon recall within 72 hours, and failure to return to work upon recall within 5 calendar days after being notified to report for work. Such notification shall be given by certified mail addressed to such employee at the last address filed with the Employer. It shall be the responsibility of each employee to have the correct address and telephone number on file with the Employer.
- (D) Absence from work for 3 consecutive working days without notifying the Employer. Notice shall be by telephone to the Employer. Proper giving of notice shall not modify the Employer's right to discipline the employee for such absence.
- (E) Being laid off or otherwise absent from work for any other reason for a length of time longer than the lesser of one-half (½) the employee's seniority at the beginning of layoff or 12 months.
- (F) Seeking or engaging in gainful employment during a leave of absence unless such leave is specifically granted for that purpose or the attempt to collect unemployment compensation during a leave of absence.
- (G) Retirement.
- (H) Proven inability to perform essential functions of the job, even with requested reasonable accommodation.

SECTION 9.6 Except by mutual agreement between the Union and the Employer for good cause, a temporary vacancy created for Employer reasons may be filled by temporary transfer for a period not to exceed 90 calendar days, and thereafter shall be either eliminated or treated as a vacancy for permanent transfer subject to the procedures of this Section. A temporary vacancy created due to a condition of an employee shall remain a temporary vacancy filled by temporary transfer until such time as the employee's condition no longer causes a temporary vacancy. Job vacancies for permanent transfers within the bargaining unit shall occur consistent with the following provisions:

- (A) When the Employer determines that a job classification vacancy requiring permanent transfer exists, such shall be posted on all Union bulletin boards by the Employer for a period of 5 consecutive working days.

(B) During the posting period, any regular full-time employee who believes he or she is qualified for the position may bid for the posted position by providing the Employer written notice of such intent together with a summary of his or her qualifications.

(C) Selection for position shall be determined by skill, knowledge, ability, experience, cross-training in other jobs for the Employer, work record (including attendance or disciplinary matters) physical ability to perform the work, and bargaining unit seniority. Evaluation of an employee's skill, ability, experience, and cross training shall be based upon an employee's work record both with the Employer and other employment and any examinations relevant to the position. If all other factors are substantially equal, bargaining unit seniority shall be the determining factor.

(D) A successful bidder shall be given a reasonable trial period, not to exceed 30 calendar days, to satisfactorily perform the work in the new job classification. During the trial period, the employee shall be paid the greater of the rate of the prior job or the start rate of the new job. Upon successful completion of the trial period, the employee shall be paid the appropriate rate of the new job. If a successful bidder is unable to satisfactorily perform the work in the new job at any time during the trial period, such employee shall return to the employee's prior job. After successful completion of the trial period, the employee shall no longer be afforded the opportunity to return to the prior position other than via the transfer opportunities otherwise available to all employees.

ARTICLE 10

LAYOFF AND RECALL

SECTION 10.1 When, in the judgment of the Employer, a reduction in any classification in the work force is necessary, said reduction shall be considered temporary for up to 5 working days. Consistent with the Employer's current practice, any layoffs resulting from such a temporary reduction will be done in inverse order of seniority by classification.

SECTION 10.2 When a reduction in work force exceeds 5 working days it shall become an "indefinite layoff" and shall be in accord with the following procedure:

(A) Any employees who are not regular full-time employees in the affected job classification(s) shall be first reduced from the affected job.

(B) Employees in the affected job classification(s) shall next be reduced in order of inverse Seniority, including skill, knowledge, ability, experience, cross-training in other jobs for the Employer, work record (including attendance or disciplinary matters) and physical ability to perform the work.

(C) An employee reduced according to subsection (B), may bump into a lower or lateral classification previously held within either bargaining unit and which the employee, with retraining, can satisfactorily perform within 10 working days. An employee bumping under this subsection who fails to satisfactorily perform within 10 working days shall be placed on layoff.

(D) An employee reduced according to subsection (B), and who cannot bump in accord with subsection (C) above, may bump the least senior employee in the following classifications:

- 1) if in the Maintenance unit: Utility Technician or Laborer Helper 1.
- 2) if in the Office unit: Inventory Clerk, Sample Tech/Courier; Cash Receipts/Office Clerk.

(E) If the employee cannot bump under subsection (C) above, such employee shall be placed on layoff.

(F) An employee shall be paid the rate of the job into which the employee bumps.

SECTION 10.3 When there is an increase in the work force within a classification and there are qualified employees on layoff who are still retained on the seniority list, recall within each classification shall be in reverse order of layoff. No new employee shall be hired into a classification while there is a qualified employee on layoff who is still retained on the seniority list. The Employer may, as a condition of recall, require an employee recalled from layoff of at least 5 working days, to pass a job-related physical examination conducted at the Employer's expense by an Employer-designated physician.

ARTICLE 11

HOURS OF WORK

SECTION 11.1 This Article defines the basic hours of work and shall not be construed as a guarantee of work per day or per week, or of days of work per week. Article 12 shall exclusively contain the provisions concerning the basis for the calculation of overtime.

SECTION 11.2 The work week shall consist of 7 consecutive days. Any employee may be required to work in excess of 8 hours in any work day, in excess of 40 hours and/or 5 days in any payroll period. The beginning and the end of the work week shall depend upon the employee's function, as follows:

- (A) **D Shift Operators.** The basic weekly payroll period shall begin at the ending time of the employee's weekend shift (either Sunday or Monday) and shall end at the end of the employee's following weekend shift (either Sunday or Monday); and,
- (B) **All other employees.** The basic weekly payroll period shall begin at the time at 12:01 a.m. Sunday and shall end at midnight the following Saturday.

For all employees, the regular or normal work day shall be the 24-hour period beginning with the employee's starting time and shall consist of the employee's normal schedule of work.

SECTION 11.3 The Employer may fix and/or change the schedule of hours consistent with its goal to best serve the public needs. The Employer shall notify the affected employee, and the Union, as far in advance, if possible, of any change in the regular schedule. Absent an emergency, the Employer shall provide no less than 7 calendar days' advance notice of such changes in an employee's regular schedule. Any such changes shall be made for legitimate business reason. Work schedules, showing the hours and days to which each employee in a department is assigned, shall be posted in that department. Due to the nature of the Employer's services, working hours will vary among employees and shall not be uniform. An employee may, at the direction of the Employer, be required to work hours other than those for which the employee is regularly scheduled.

SECTION 11.4 An employee is required to report for work on the employee's regular work days and shall receive no less than 2 hours work or, at the Employer's options, 2 hours pay in lieu of work, unless posted or individual notices due to emergencies of unforeseen conditions are given the previous day.

SECTION 11.5 Subject to operational needs, each employee who has an unpaid lunch period shall have a paid 15-minute break period during each half of each work shift. Except in the case of an emergency, each employee who does not have an unpaid lunch period, shall be permitted one paid 20 minute, uninterrupted, break no more than 5 hours following the beginning of the employee's work period and an employee with an uninterrupted unpaid lunch period shall be scheduled for such unpaid lunch period based upon operational needs. An employee shall not leave the employee's designated work station for said lunch and break periods until the scheduled times and shall return to the designated work places immediately upon the termination of those

periods. Paid break periods shall be at the time and location required by the Employer for legitimate business reasons.

SECTION 11.6 The Employer shall make suitable provisions for the recording of hours worked by each employee and shall have discretion to establish and enforce reasonable requirements concerning the keeping of time.

SECTION 11.7 There shall be no regularly scheduled split shifts.

SECTION 11.8 If the Employer assigns an employee to perform the essential functions of a classification other than the employee's regular classification, the employee shall receive the higher of the employee's regular rate of pay or the rate of the job for the other classification for a minimum of one hour. Any work beyond one hour in the higher classification will get paid for actual time worked.

SECTION 11.9 During the first two weeks of December each year (to become effective on or about the first Sunday of the following January), shift preference shall be bid by seniority among qualified employees (as qualifications are determined by the Employer, in its discretion) within the department and shall remain in effect for the duration of the year. Provided, however, that if a shift opening becomes available that Management desires to fill through attrition (i.e., a resignation, a termination or other permanent vacancy) or the Employer's change in shift schedules, such openings shall be bid by seniority among qualified employees (as qualifications are determined by the Employer, in its discretion) within ninety (90) calendar days of the opening or change to shift schedule. If, as a result of the bidding processes noted in this Section, there are insufficient employees to staff the available positions, the Employer may require qualified employees within the department (as determined by the Employer, in its discretion) to fill those positions in the reverse order of seniority (least to most senior). Nothing in this Section shall otherwise affect the Employer's right to change or modify work schedules as otherwise provided in this Agreement.

ARTICLE 12

OVERTIME AND OVERTIME PAY

SECTION 12.1 Overtime is mandatory. Overtime shall be first offered to the most senior qualified employee(s) within the classification and reasonably available and, if necessary, shall be mandated by inverse seniority from among those qualified employees within the classification and reasonably available. Prior to mandating overtime within the classification, the Employer shall seek volunteers from outside the classification from among those otherwise qualified and reasonably available who have indicated availability for such work by prior written notice to the Employer. No employee shall work overtime without prior approval of a supervisor. An employee will be given as much advance notice of overtime as possible.

SECTION 12.2 An employee will be paid one and one-half (1-1/2) times the employee's regular rate for all work performed in excess of 40 hours per week. The Employer shall not prevent the employee from working the employee's regular schedule for the purpose of preventing weekly overtime.

SECTION 12.3 There shall be no duplication or pyramiding of overtime or premium payments.

SECTION 12.4 A paid holiday on which no work is performed, shall be considered as time worked for purposes of computing weekly overtime (in excess of 40 hours per week). With the exception of the Employee's Birthday holiday, an employee who works on an observed holiday shall receive one and one-half (1½) times the employee's regular rate of pay for all hours worked on that holiday plus holiday pay. An employee who works on the Employee's Birthday holiday shall receive straight time pay that day and receive an alternative day off, scheduled by mutual agreement between the employee and the Employer.

SECTION 12.5 Vacation of no more than 40 hours per payroll week shall be considered time worked for purposes of overtime computation.

ARTICLE 13

UNPAID LEAVES OF ABSENCE

SECTION 13.1 Personal Leave of Absence, without pay and for not more than 3 working days, may be granted by and at the discretion of the Employer for good cause upon an employee's verbal request.

SECTION 13.2 Upon an employee's written request for good cause shown, General Leaves of Absence, without pay and without loss of Seniority, may be granted, for an employee who has exhausted all paid leaves of absence, including vacation, for which the employee was eligible, for a specified purpose and a specified period of time by and at the discretion of the Employer.

SECTION 13.3 Military Leave. Employees who enter active military service of the United States shall have such leave and re-employment rights as may be provided for under the applicable law in effect at the time. Application for said leave shall be submitted to the Employer as far in advance as possible and shall be supported by copies of the employee's military orders requiring such leave.

SECTION 13.4 An employee with over 12 months' seniority who, because of illness or injury, requires an unpaid absence of more than 10 working days, upon written request, including furnishing satisfactory medical evidence to the Employer, shall be granted a medical leave, without pay, for not more than 365 calendar days.

SECTION 13.5 Except as may be otherwise expressly provided either in this Agreement or in a specific written confirmation from the Employer at the beginning of an unpaid leave, or by law all unpaid leaves of absence shall be:

- (A) without compensation in any form whatsoever; and,
- (B) with a guaranteed return to the employee's job only for the first 45 days of such leave; and,
- (C) with the Employer's contribution of insurance premiums paid through the end of the month in which the leave begins; and,
- (D) subject to the employee's rights and enabling responsibilities with regard to the employee's direct IMRF contributions
- (E) with the continued accumulation of seniority.

SECTION 13.6 False statements made to secure or support a leave of absence shall result in discharge.

SECTION 13.7 All leaves of absence granted for a known term of at least 30 calendar days, and the terms thereof, shall be reduced to writing, with a copy to the Union, prior to the leave of absence.

SECTION 13.8 Provided the Union provides a written request to the Employer at least 14 calendar days prior to such leave of absence, not more than 1 employee at a time shall be granted a Union Leave of Absence, for a period up to ten 10 calendar days, to attend a Union convention or serve in any capacity on other official Union business provided such absence does not create any undue hardship for the Employer.

ARTICLE 14

PAID LEAVES OF ABSENCE

SECTION 14.1 JURY DUTY LEAVE: A regular full-time employee, who has completed the probationary period, who is called for jury service shall be granted time off as required in court for up to 15 working days annually. The employee shall receive pay only for the straight-time hours the employee otherwise would have worked. The payment shall be the difference between the employee's regular straight-time hourly rate (not to include any additions) for the day that the employee otherwise would have worked for the Employer less the daily jury duty fee (not including travel allowance or reimbursement of expenses) paid the employee by the court plus pay for work completing the shift. On any day an employee is released by the court prior to 12:30 p.m. the employee shall report to work as soon as practicable after such release and complete the employee's regularly scheduled shift.

Upon completion of jury service, the employee shall submit to the Employer satisfactory evidence regarding the days served and the amount the employee was paid by the court before payment can be approved.

SECTION 14.2 BEREAVEMENT LEAVE: A full-time employee who has completed the probationary period, and who is absent solely because of the death and for attending the funeral of a spouse, parent, step-parent, foster parent, sibling, step-sibling, parent of current spouse, child, step-child, foster child, grandchild, step-grandchild, or biological grandparent shall be granted bereavement leave of absence with pay for up to 3 consecutive scheduled work days, one of which must be the day of the funeral. Additional unpaid time-off shall not be unreasonably denied.

Pay for bereavement leave shall be based on the scheduled hours of work for such employee per day of leave up to a maximum of the employee's regularly scheduled straight time hours in any one day, at the employee's regular straight-time hourly rate and shall be subject to any reasonable requirement for notice of death and proof of relationship.

SECTION 14.3 Where an employee sustains injury or illness for which payment is required under the Workers Compensation or Occupational Disease Acts, all provisions for payment and benefits shall be in accord with those Acts.

SECTION 14.4 A full-time employee who has completed the probationary period shall be eligible for sick leave benefits in accord with this Section.

(A) Sick leave time shall be accumulated in an "Hours Bank." An employee will accumulate into said Hours Bank 1 day of sick leave time for each month worked.

(B) The maximum hours that can be accumulated by an employee regularly scheduled to work forty (40) hours shall be 480 hours. As of January 1 each year an employee's Hours Bank shall be reduced to maximum hours, by the employee's exercise, in writing, of the one of the following options concerning excess hours:

1) In the event the employee retires during that calendar year, excess hours shall be credited to the employee's Sick Leave Retirement Reserve Account, which account will be reported to IMRF upon retirement for purposes of crediting the employee with pension credits as provided for under the Illinois State Statutes; or,

2) Excess hours shall be paid to the employee during the month of January, or upon retirement, at an amount equal to 80% of the employee's regular straight time hourly rate.

(C) Upon receipt of properly required medical substantiation, sick leave benefits, up to the maximum of hours accumulated in the employee's Hours Bank, shall be paid to an employee who is unable to work due to:

1) Illness or injury not otherwise compensable; or,

2) When, through exposure to a contagious disease, the employee's presence at work would endanger or jeopardize the health of others; or,

3) The employee is qualified under the Family Medical Leave Act (FMLA) and the leave is FMLA eligible; or,

4) For other valid reason at the sole discretion of the Employer.

(D) Upon termination of employment for any reason, an employee who has at least 1 year of seniority and is not eligible under subsection E. below, shall receive payment for hours in the employee's Hours Bank in the amount of 50% of the employee's regular straight time hourly rate.

(E) Upon retirement or death prior to retirement, unpaid, unused sick leave hours in the employee's Hours Bank shall be reported to the IMRF for purposes of crediting an employee with pension credits as provided for under Illinois State Statutes; sick leave hours earned and accrued in conformity with B.2 above shall be reimbursed to the employee at retirement or to their estate in case of death.

SECTION 14.5 False statements made to secure or support a leave of absence shall result in discharge.

SECTION 14.6 FAMILY AND MEDICAL LEAVE: Employees who have worked for the Employer for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may be eligible to take up to twelve (12) weeks of unpaid leave per 12-month period (using the "12-month forward" calculation method set forth in the U.S. Department of Labor's Family and Medical Leave Act regulations) for the following reasons:

(A) Birth and/or care of a newborn child of the employee;

(B) Placement of a child into the employee's family by adoption or by a foster care arrangement;

(C) In order to care for the employee's spouse, child or parent who has a serious health condition; and

(D) A serious health condition which renders the employee unable to perform one of the essential functions of the employee's position.

In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted unless both the Employer and employee agree. If both spouses are employed by the Employer, the combined leave will not exceed twelve (12) weeks.

In the case of unpaid leaves for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. If intermittent or reduced hours leave is required, the Employer may, in its sole discretion, temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

An employee on medical leave of absence for a serious health condition as a result of a workers' compensation injury will have such leave designated (and run concurrently) as FMLA leave by the Employer, if the employee is eligible for FMLA leave.

During family/medical leaves of absence, the Company will continue to pay its portion of the health insurance premiums and the employee must continue to pay his/her share of the premium. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Company for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee.

During family/medical leaves of absence, the employee will not accrue employment benefits, such as vacation pay and sick/personal pay, etc. Employment benefits accrued by the employee up to the day on which the family/medical leave of absence begins will not be lost. Also during the leave, the employee will not receive pay for holidays during the leave.

Employees must use their available vacation time during the twelve (12) week family/medical leave. Employees are required to use available sick days when family leave is taken because of serious health conditions. **NOTE:** That portion of the family/medical leave of absence which is vacation time and/or sick days will be paid according to the Employer's policies regarding vacation time and sick days.

Employees who return to work from a family/medical leave of absence before or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

Applications for family/medical leave of absence should, where possible, be submitted by the Employee in writing to the Human Resources Department. Applications should be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if thirty (30) days' notice is not possible.

Appropriate forms must be submitted to initiate family/medical leave and to return the employee to active status. Employees requesting family/medical leave must provide the Company with the appropriate medical certification. (The Company also may first designate a leave as an FMLA leave where appropriate, even where Employee has not made such a request prior.)

Release to Return to Work: Employees who wish to return to work from FMLA leave will be required to present a fitness-for-duty release by a doctor prior to being restored to employment.

Any change to the Family and Medical Leave Act shall be immediately adopted and incorporated as part of this section.

General: In addition to the above, employees may be entitled to leave under the Family and Medical Leave Act as a result of a "qualifying exigency" related to military service and/or to care for a "covered service member". Eligibility for such leaves shall be subject to applicable Federal regulations and to the Employer's policies and procedures, as specified in the Employer's personnel policies (as they currently exist or may be revised in the future from time-to-time).

ARTICLE 15

WAGES

SECTION 15.1 Hourly rates of pay for all employees are set forth in Appendix A, attached hereto and incorporated herein.

SECTION 15.2 Payday shall be on every other Thursday for the preceding pay period. Paychecks shall be available for distribution to an employee scheduled to work on said payday no later than 15 minutes prior to the end of the employee's shift or, at the employee's option, directly deposited to a financial institution in accord with the employee's prior arrangements. Paychecks for an employee not scheduled to work on payday shall be available no later than 2:45 p.m. In the event payday falls on a holiday the employer shall make every reasonable effort to make paychecks available on the last regular workday prior to that holiday.

SECTION 15.3 An employee regularly or temporarily assigned to a shift shall receive a shift differential, as follows:

B Shift	\$1.00 per hour
C Shift	\$1.10 per hour
D-1 Shift	\$1.75 per hour
D-2 Shift	\$2.75 per hour

SECTION 15.4 An employee designated by the Employer as on "on-call" status (immediately available at any time for potential emergency duty (including refraining from the use of alcohol or any other controlled substance as required)), shall receive "standby pay" in keeping with the following:

Effective May 1, 2021	- \$175.00 per week
Effective May 1, 2022	- \$180.00 per week
Effective May 1, 2023	- \$185.00 per week
Effective May 1, 2024	- \$190.00 per week
Effective May 1, 2025	- \$200.00 per week

Employees that are on-call and receive phone calls for service that can/are resolved over the phone shall be compensated (1) one hour of pay at time-and-one-half of the employee's normal hourly rate.

Employees that are on-call and receive multiple phone calls as long as the requested service is self-standing and a separate issue shall receive an additional hour of pay at the rate of (1) one and one-half of the employee's normal hourly rate.

Under no circumstances shall any employee receive more than (2) two hours of compensation for any and all phone calls that occur in any 24-hour time period beginning at 12:01 a.m. through 11:59 p.m. of the same day.

Employees that are not otherwise on-call that are contacted by the on-call employee for service guidance or personal expertise shall receive the same phone call compensation listed above the actual on-call employee.

Standby pay shall not be considered in any other pay computations for the employee.

SECTION 15.5 Beginning with an employee's 16th anniversary and thereafter, payable during the employee's anniversary year, an employee will receive a lump sum bonus. The bonus will be calculated at the rate of \$50 per year for years 15 to 25 (minimum of \$50 and maximum of \$500).

SECTION 15.6 The Employer may institute or modify a time-keeping system, including the mandatory use of time cards, and require employees to use the system.

ARTICLE 16

HOLIDAYS AND HOLIDAY PAY

SECTION 16.1 A regular full time employee or an employee at least 30 days into the probationary period shall receive Holiday Pay, computed at the employee’s regularly scheduled daily straight-time hours times the employee’s regular straight-time hourly rate of pay, for the following 12 paid Holidays:

1.	New Year’s Day	8.	Veterans’ Day
2.	Presidents’ Day	9.	Thanksgiving Day
3.	Good Friday	10.	Day after Thanksgiving
4.	Memorial Day	11.	Christmas Eve Day
5.	Independence Day	12.	Christmas Day
6.	Labor Day		
7.	Columbus Day		

The Employer shall annually publish the dates upon which the foregoing days shall be celebrated, which dates may be different for employees whose normal schedule includes Saturday or Sunday.

SECTION 16.2 To be eligible for holiday pay the employee must have worked the employee’s last scheduled work day prior to and next scheduled work day after the holiday itself, unless the employee is on vacation, bereavement leave or paid sick leave, or by mutual agreement otherwise.

SECTION 16.3 Holiday pay shall be paid on the payday following the end of the payroll period in which the holiday is observed.

SECTION 16.4 Floating Holiday. All full-time, regular employees receive one floating holiday in addition to the District’s regular paid holidays. The one floating holiday may be used for religious or cultural holidays, employee birthdays, or other state or federal holidays during which the District remains open.

Floating holidays are available on January 1 of each calendar year for all current employees. A new employee will receive one floating holiday after six months of full-time employment.

Floating holidays must be used in full-day increments and may not be attached to vacation, District holiday or sick time. The request must be scheduled and approved in advance by the employee’s immediate supervisor. Whenever possible, floating holiday requests shall be submitted at least 30 calendar days prior to the affected scheduling period. Requests for use of a floating holiday will be granted or denied as soon as possible and, in all cases, within 15 days after an employee’s written request.

Floating holidays will not be carried over to the next calendar year nor may they be cashed out if not taken or paid upon termination of employment.

ARTICLE 17

VACATION AND VACATION PAY

SECTION 17.1 An employee shall receive time off with pay annually as vacation and vacation pay in accord with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation and Vacation Pay</u>
After 90 calendar days	1 work day
After 6 months	5 work days (total of 6 work days)
After 1 years	11 work days (total of 11 work days)
After 5 years	16 work days
After 7 years	17 work days
After 9 years	18 work days
After 11 years	19 work days
After 13 years	20 work days
After 15 years	21 work days
After 17 years	22 work days
After 19 years	23 work days
After 21 years	24 work days
After 23 years	25 work days
After 25 years	26 work days

Vacation pay shall be computed on the basis of the employee's regular straight-time hourly rate at the time the vacation is taken.

SECTION 17.2 Unless otherwise agreed by the Employer by written notice to an employee, all except 5 days of earned vacation must be taken during the 12-month period following the date earned. It shall be the employee's responsibility to submit requests for vacation for all available vacation prior to the last 60-day period of the employee's anniversary year. If an employee has 5 or fewer days of unscheduled earned vacation remaining in the 60-day period preceding the employee's anniversary date, the employee may transfer said vacation to the next year, or receive vacation pay in lieu of taking vacation. Vacation may not be transferred unless it is scheduled to be taken within ninety (90) days of the employee's anniversary.

SECTION 17.3 All vacation shall be scheduled/taken in no less than one (1) hour increments with prior authorization from the employee's manager or supervisor.

SECTION 17.4 As far as practicable, an employee's preference for the time of Vacation shall be granted to the extent it does not interfere with the efficient and effective operations of the Employer. Conflicting requests for Vacation submitted during the month of January of each calendar year shall be granted or denied on the basis of relative seniority. After January of each calendar year, where there are 2 or more conflicting requests for the same period, requests shall be granted or denied on a first come/first served basis. Whenever possible, vacation requests of more than 1 day shall be submitted at least 30 calendar days prior to the affected scheduling period. Vacation requests of less than 1 day shall be made as soon as possible. Vacation will be granted

or denied as soon as possible, and in all cases within 15 days after an employee's written request. In the event of an emergency, the Employer may require an employee to reschedule Vacation subsequent to confirmation, in which event the employer shall make every effort to grant the employee's subsequent vacation during the following 12 months in accord with the employee request.

SECTION 17.5 All vacation selections will be granted based on the operational need of the work group. Conflicting requests for vacation submitted during the month of January of each calendar year shall be granted or denied on the basis of relative seniority using only the employees that are on the same shift as the requesting employee.

SECTION 17.6 Except as otherwise provided in Section 17.2 vacation pay shall be paid on the payday for the payroll period in which the vacation was taken.

ARTICLE 18

INSURANCE

SECTION 18.1 Subject to the provisions of this Article, the Employer shall continue to provide the opportunity for group health insurance and dental coverage for an employee, and where appropriate, an employee's dependents on the same terms and conditions for both bargaining units and for non-unit employees. An employee wishing such coverage shall enroll for either single or, if otherwise eligible, single/dependent coverage.

Effective during the period from January 1, 2022, through December 31, 2022, the employee shall contribute toward the premium cost of the Plan according to the following schedule:

<u>Type of Coverage</u>	<u>% of Premium Paid by Employee</u>
Single	13%
Single plus One*	15%
Family	15%

Effective during the period from January 1, 2023, through December 31, 2023, the employee shall contribute toward the premium cost of the Plan according to the following schedule:

<u>Type of Coverage</u>	<u>% of Premium Paid by Employee</u>
Single	14%
Single plus One*	15%
Family	15%

Effective during the period from January 1, 2024, through December 31, 2024, the employee shall contribute toward the premium cost of the Plan according to the following schedule:

<u>Type of Coverage</u>	<u>% of Premium Paid by Employee</u>
Single	15%
Single plus One*	15%
Family	15%

Effective during the period from January 1, 2025, through December 31, 2025, the employee shall contribute toward the premium cost of the Plan according to the following schedule:

<u>Type of Coverage</u>	<u>% of Premium Paid by Employee</u>
Single	15%
Single plus One*	15%
Family	15%

Effective during the period from January 1, 2026, through December 31, 2026, the employee shall contribute toward the premium cost of the Plan according to the following schedule:

<u>Type of Coverage</u>	<u>% of Premium Paid by Employee</u>
Single	15%
Single plus One*	15%
Family	15%

* *Single plus One could be expanded to include Employee plus Child and Employee plus Spouse.*

The employee's contribution shall be by bi-weekly payroll deduction or, if the employee has no payroll that period, shall be prepaid by the employee. Except as may be otherwise specifically provided in this Agreement or by law (including the FMLA and COBRA), the Employer's obligation to pay any premium and coverage shall cease at the end of any month in which an employee ceases active employment.

SECTION 18.2 After 30 calendar days of employment, a probationary employee shall be eligible for insurance coverage on the same terms as a regular full time employee, in accord with Section 18.1.

SECTION 18.3 Disability benefits shall be in accord with and governed by the IMRF and with the Social Security Administration.

SECTION 18.4 The Employer shall be relieved of any liability to any employee or beneficiary other than to maintain its portion of premium payments for the duration of this Agreement. The failure of the insurance carrier to provide for any of the benefits for which it is contracted shall result in no liability of the Employer nor shall such failure be considered a breach by the Employer of any of the obligations under law or by this Agreement; provided, however, the Employer shall have the affirmative duty to take reasonable steps, including legal action, to enforce the contract(s) with the carrier(s). Nothing herein contained, however, shall be construed to relieve the carrier from any liability which it may have to the Employer or to any employee or beneficiary.

SECTION 18.5 Except as may otherwise be required by law, the Employer shall not be responsible for any contribution of premium or coverage beyond the date of discharge, quit, engagement in a strike or work stoppage, layoff, leave of absence (except as otherwise provided in writing), or the employee's failure to timely pre-pay said employee's portion of the costs of the premium.

SECTION 18.6 The life insurance provided by the Employer to an employee shall be in the amount of \$50,000, subject to the terms of the involved life insurance policy.

ARTICLE 19

EDUCATION

SECTION 19.1 The Employer shall pay all costs for tuition, fees, and required materials for any course of study or seminar which is required of an employee.

SECTION 19.2 An employee may, by prior written application at least 30 calendar days before the first scheduled class, request from the Employer reimbursement for tuition costs, lab fees, and required books or materials for voluntarily completing courses and/or seminars previously approved by the Employer. The Employer's decision with regard to such application shall be administered fairly and consistently and shall be based upon sound business reasons. Reimbursement is conditioned upon the employee's receipt of a grade of "C" or better, or in the event of a non-graded course, submission of proof of "Satisfactory Completion."

SECTION 19.3 An employee shall be paid as if working at the employee's regular duties for attending classes required by the Employer during the employee's scheduled hours.

ARTICLE 20

SAFETY

SECTION 20.1 The Employer shall use all reasonable effort to provide reasonably safe working conditions for the employees covered by this Agreement. The Union and the employees will follow all reasonable safety rules and regulations established by the Employer and will report to the Employer any condition that appears to be unsafe.

SECTION 20.2 The Employer shall not require an employee to use any equipment which has been determined to be defective until such time as that defect has been rectified. When an assigned vehicle or item of equipment is found to have a disabling defect or is in violation of laws, an employee shall notify a supervisor, complete required reports, and follow the supervisor's direction relating to requests for repairs, replacement or operation of said vehicle or item of equipment. No employee shall fail to obey a direct order of the supervisor concerning use of a vehicle or piece of equipment unless the employee has reasonable fear of an immediate and significant danger which might arise from such use. Any such fear shall be immediately detailed in writing and fully investigated by the parties and shall constitute evidence of the employee's good faith.

SECTION 20.3 An employee involved in an accident of any type or severity shall immediately report the accident and any injuries sustained to the Employer. On the same day of the accident/injury the employee shall complete a written report on forms supplied by the Employer and shall cooperate fully with the Employer to conclude the Employer's investigation.

An employee shall not be charged or held financially responsible for loss or damage to Company or customer property while performing the employee's job duties unless such loss or damage is intentional or due to gross negligence.

SECTION 20.4 The Employer shall determine those employees for whom uniforms are required, the quantities and type thereof, and shall pay the cost of providing same. The Employer shall further determine those working conditions which require an employee to use additional safety equipment and/or special items of work clothing and provide same, at its cost, to the employee during those working conditions. An employee may request extra uniforms, equipment, or work clothing and, if granted, pay for same through payroll deduction. An employee shall be responsible for uniforms, safety equipment and work clothing and shall be subject to discipline for unreasonable loss or damage. Upon termination of active employment, the employee shall immediately return to the Employer all uniforms, safety equipment and work clothing.

SECTION 20.5 The Employer shall provide safety glasses to an employee whose work conditions require such protection and repair or replace such glasses damaged in the ordinary course of employment. An employee who requires prescription lenses may, upon damage in the ordinary course of employment or, if undamaged, once each 3 anniversary years, submit a written request for reimbursement for frames and lenses (not examination). The Employer shall reimburse the employee for the cost of basic frames and lenses and the employee shall pay the difference for more expensive glasses. Such prescription glasses are subject to the employer's safety criteria.

SECTION 20.6 The Employer shall provide a maximum of \$125.00 allowance annually, or the cost of the boots (whichever is less), for the purchase of the boots that are appropriate for the employee's work conditions. To qualify for the allowance, the employee must purchase the appropriate boots through the District vendor and must follow all District rules and regulations as they apply to such a purchase.

ARTICLE 21

SEPARABILITY AND SAVINGS

SECTION 21.1 If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any applicable valid federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. If, at any time thereafter, such term or provision is no longer in conflict with any federal or state law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 22

COMPLETE AGREEMENT

SECTION 22.1 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 all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the Agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter 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.

SECTION 22.2 The parties understand and agree that this Agreement covers all bargained for conditions of employment, and that the Employer has the right, at its discretion, to change, modify or amend conditions of employment not so covered as its business judgment dictates.

SECTION 22.3 None of the foregoing shall be used in violation of any legal obligation to engage in good faith negotiations concerning any mandatory subject of bargaining.

ARTICLE 23

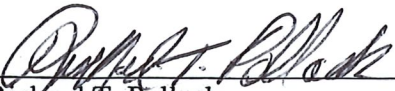
DURATION AND TERMINATION

SECTION 23.1 This Agreement expresses the complete understanding of the parties hereto on the subjects of wages, working conditions, hours of work, other conditions of employment, and all bargainable subjects; however, this Agreement may, by mutual agreement, be amended or modified, from time to time, in writing, and such amendments or modifications shall become a part of this Agreement when attached to this Agreement and signed by the respective parties; except, neither party is in any way whatsoever required to negotiate or agree to any proposal of the other concerning any possible amendments or modifications.

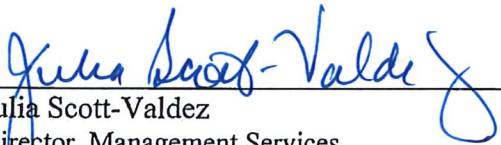
SECTION 23.2 This Agreement shall be in full force for a five-year duration from May 1, 2021 until midnight of April 30, 2026 and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate, amend or modify this Agreement is given by either party to the other in writing by certified mail on or before 60 days prior to the aforesaid termination date. In the event such notice is given by either party, the parties shall conduct their first negotiation session no later than 45 days prior to the aforesaid termination date.

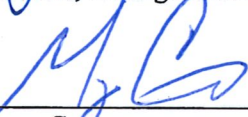
Executed at Rockford, Illinois as of the 1st day of July, 2021.

FOR RRWRD:

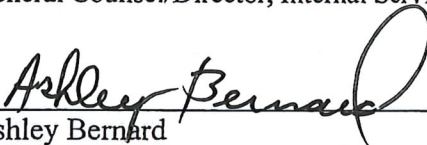

Richard T. Pollack
President, RRWRD Board of Trustees

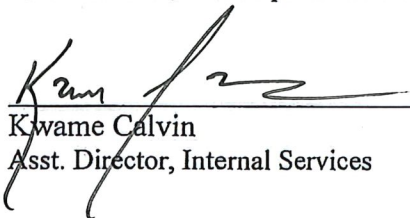

Timothy S. Hanson
Executive Director


Julia Scott-Valdez
Director, Management Services



Greg Cassaro
Director, Plant Operations


Ed Fitzgerald
General Counsel/Director, Internal Services



Ashley Bernard
Asst. Director, Plant Operations/Customer Service



Kwame Calvin
Asst. Director, Internal Services

FOR TEAMSTERS LOCAL 325:


Erik Calvert
Secretary/Treasurer, Teamsters Local Union 325


Steve Pope
IWS Compliance Technician


Greg Strom
Treatment Plant Operator


Thomas Squires
Vactor/Flusher

APPENDIX A

WAGES

Job titles and Step Numbers for each year of this Agreement are contained on the following pages which, in the aggregate, constitute this Appendix A. (Note, the rates reflect a 5-year progression with progression raises occurring the first full payroll period of each November).

Maintenance, Operations, & Repair Employees - 5/1/2021				
Hourly Positions				
Job Title				
Pay Grade 7H	Range Min	Range Mid1	Range Mid2	Range Max
	\$19.59	\$22.67	\$25.73	\$28.76
Utility Technician				
Pay Grade 8H	Range Min	Range Mid1	Range Mid2	Range Max
	\$20.55	\$23.76	\$26.97	\$30.19
Manhole Rehabilitation Technician				
Container Garbage Truck Operator				
Pay Grade 9H	Range Min	Range Mid1	Range Mid2	Range Max
	\$21.56	\$24.92	\$28.29	\$31.60
Utility Technician Locator				
Pay Grade 10H	Range Min	Range Mid1	Range Mid2	Range Max
	\$22.60	\$26.13	\$29.66	\$33.17
Locator Lead Person				
Pay Grade 11H	Range Min	Range Mid1	Range Mid2	Range Max
	\$23.65	\$27.37	\$31.06	\$34.75
Equipment Operator				
Vactor Flusher Operator				
Pay Grade 13H	Range Min	Range Mid1	Range Mid2	Range Max
	\$26.10	\$30.12	\$34.20	\$38.22
Diesel Mechanic				
Maintenance Electrician				
Maintenance Mechanic				
Technical Equipment Operator/TV Truck				
Treatment Plant Operator				
Pay Grade 14H	Range Min	Range Mid1	Range Mid2	Range Max
	\$27.35	\$31.56	\$35.82	\$40.07
Sewer Construction Lead Person				
Pay Grade 4P	Range Min	Range Mid1	Range Mid2	Range Max
	\$31.30	\$34.39	\$37.54	\$40.71
Senior Building Repair Technician				

Maintenance, Operations, & Repair Employees - 5/1/2022

Hourly Positions				
Job Title				
Pay Grade 7H	Range Min	Range Mid1	Range Mid2	Range Max
	\$20.18	\$23.35	\$26.50	\$29.62
Utility Technician				
Pay Grade 8H	Range Min	Range Mid1	Range Mid2	Range Max
	\$21.17	\$24.47	\$27.78	\$31.10
Manhole Rehabilitation Technician				
Container Garbage Truck Operator				
Pay Grade 9H	Range Min	Range Mid1	Range Mid2	Range Max
	\$22.21	\$25.67	\$29.14	\$32.55
Utility Technician Locator				
Pay Grade 10H	Range Min	Range Mid1	Range Mid2	Range Max
	\$23.28	\$26.91	\$30.55	\$34.17
Locator Lead Person				
Pay Grade 11H	Range Min	Range Mid1	Range Mid2	Range Max
	\$24.36	\$28.19	\$31.99	\$35.79
Equipment Operator				
Vactor Flusher Operator				
Pay Grade 13H	Range Min	Range Mid1	Range Mid2	Range Max
	\$26.88	\$31.02	\$35.23	\$39.37
Diesel Mechanic				
Maintenance Electrician				
Maintenance Mechanic				
Technical Equipment Operator/TV Truck				
Treatment Plant Operator				
Pay Grade 14H	Range Min	Range Mid1	Range Mid2	Range Max
	\$28.17	\$32.51	\$36.89	\$41.27
Sewer Construction Lead Person				
Pay Grade 4P	Range Min	Range Mid1	Range Mid2	Range Max
	\$32.24	\$35.42	\$38.67	\$41.93
Senior Building Repair Technician				

Maintenance, Operations, & Repair Employees - 5/1/2023

Hourly Positions				
Job Title				
Pay Grade 7H	Range Min	Range Mid1	Range Mid2	Range Max
	\$20.79	\$24.05	\$27.30	\$30.51
Utility Technician				
Pay Grade 8H	Range Min	Range Mid1	Range Mid2	Range Max
	\$21.81	\$25.20	\$28.61	\$32.03
Manhole Rehabilitation Technician				
Container Garbage Truck Operator				
Pay Grade 9H	Range Min	Range Mid1	Range Mid2	Range Max
	\$22.88	\$26.44	\$30.01	\$33.53
Utility Technician Locator				
Pay Grade 10H	Range Min	Range Mid1	Range Mid2	Range Max
	\$23.98	\$27.72	\$31.47	\$35.20
Locator Lead Person				
Pay Grade 11H	Range Min	Range Mid1	Range Mid2	Range Max
	\$25.09	\$29.04	\$32.95	\$36.86
Equipment Operator				
Vactor Flusher Operator				
Pay Grade 13H	Range Min	Range Mid1	Range Mid2	Range Max
	\$27.69	\$31.95	\$36.29	\$40.55
Diesel Mechanic				
Maintenance Electrician				
Maintenance Mechanic				
Technical Equipment Operator/TV Truck				
Treatment Plant Operator				
Pay Grade 14H	Range Min	Range Mid1	Range Mid2	Range Max
	\$29.02	\$33.49	\$38.00	\$42.51
Sewer Construction Lead Person				
Pay Grade 4P	Range Min	Range Mid1	Range Mid2	Range Max
	\$33.21	\$36.48	\$39.83	\$43.19
Senior Building Repair Technician				

Maintenance, Operations, & Repair Employees - 5/1/2024

Hourly Positions				
Job Title				
Pay Grade 7H	Range Min	Range Mid1	Range Mid2	Range Max
	\$21.41	\$24.77	\$28.12	\$31.43
Utility Technician				
Pay Grade 8H	Range Min	Range Mid1	Range Mid2	Range Max
	\$22.46	\$25.96	\$29.47	\$32.99
Manhole Rehabilitation Technician				
Container Garbage Truck Operator				
Pay Grade 9H	Range Min	Range Mid1	Range Mid2	Range Max
	\$23.57	\$27.23	\$30.91	\$34.54
Utility Technician Locator				
Pay Grade 10H	Range Min	Range Mid1	Range Mid2	Range Max
	\$24.70	\$28.55	\$32.41	\$36.26
Locator Lead Person				
Pay Grade 11H	Range Min	Range Mid1	Range Mid2	Range Max
	\$25.84	\$29.91	\$33.94	\$37.97
Equipment Operator				
Vactor Flusher Operator				
Pay Grade 13H	Range Min	Range Mid1	Range Mid2	Range Max
	\$28.52	\$32.91	\$37.38	\$41.77
Diesel Mechanic				
Maintenance Electrician				
Maintenance Mechanic				
Technical Equipment Operator/TV Truck				
Treatment Plant Operator				
Pay Grade 14H	Range Min	Range Mid1	Range Mid2	Range Max
	\$29.89	\$34.49	\$39.14	\$43.79
Sewer Construction Lead Person				
Pay Grade 4P	Range Min	Range Mid1	Range Mid2	Range Max
	\$34.21	\$37.57	\$41.02	\$44.49
Senior Building Repair Technician				

Maintenance, Operations, & Repair Employees - 5/1/2025

Hourly Positions				
Job Title				
Pay Grade 7H	Range Min	Range Mid1	Range Mid2	Range Max
	\$22.05	\$25.51	\$28.96	\$32.37
Utility Technician				
Pay Grade 8H	Range Min	Range Mid1	Range Mid2	Range Max
	\$23.13	\$26.74	\$30.35	\$33.98
Manhole Rehabilitation Technician				
Container Garbage Truck Operator				
Pay Grade 9H	Range Min	Range Mid1	Range Mid2	Range Max
	\$24.28	\$28.05	\$31.84	\$35.58
Utility Technician Locator				
Pay Grade 10H	Range Min	Range Mid1	Range Mid2	Range Max
	\$25.44	\$29.41	\$33.38	\$37.35
Locator Lead Person				
Pay Grade 11H	Range Min	Range Mid1	Range Mid2	Range Max
	\$26.62	\$30.81	\$34.96	\$39.11
Equipment Operator				
Vactor Flusher Operator				
Pay Grade 13H	Range Min	Range Mid1	Range Mid2	Range Max
	\$29.38	\$33.90	\$38.50	\$43.02
Diesel Mechanic				
Maintenance Electrician				
Maintenance Mechanic				
Technical Equipment Operator/TV Truck				
Treatment Plant Operator				
Pay Grade 14H	Range Min	Range Mid1	Range Mid2	Range Max
	\$30.79	\$35.52	\$40.31	\$45.10
Sewer Construction Lead Person				
Pay Grade 4P	Range Min	Range Mid1	Range Mid2	Range Max
	\$35.24	\$38.70	\$42.25	\$45.82
Senior Building Repair Technician				

LETTER OF UNDERSTANDING

The parties acknowledge that, in their practices involving the assignment of individuals for “standby” coverage, a two (2) person crew consisting of one (1) lead person and one (1) technician is customarily scheduled to work.

It is agreed by the parties that when an individual working in the technician role seeks to be excused from working standby and secures another employee to cover those standby hours, the employee working those hours shall be paid at the technician’s rate (i.e., the hourly rate that would have otherwise been paid to the technician for whom the employee is covering). The provisions of this Letter of Understanding shall control in such situations and the provisions of Section 11.8 of the Agreement shall not, therefore, apply.

March 18, 2021

Memorandum of Understanding between Rock River Water Reclamation District (District) and Teamsters Local 325 (Union) providing that the District shall reimburse employees who are required by their position to hold a Commercial Driver's License (CDL), the one-time cost of their Commercial Learner's Permit (CLP), their annual CDL renewal and the fee for any endorsements as required for their position. The District shall only reimburse those renewals that have been completed successfully and in full and will only reimburse the dollar amount of fees as defined by the Illinois Secretary of State.

In the event of any conflict between the provisions of this Memorandum of Understanding and the provisions of the 2021-2026 Collective Bargaining Agreement, the provisions of this Memorandum of Understanding shall prevail.

This Memorandum of Understanding will expire on April 20, 2026, continued if the current CBA is extended, or renegotiation prior to the expiration.

Letter of Understanding

Between

Rock River Water Reclamation District

And

Teamsters local 325

When the parties negotiated new Section 11.9 there was no discussion about or intent to change the long established practice of permitting an employee who transfers from one unit to another to carry with them their seniority. The purpose of the following language is to clarify that intent.

Any other provision of the contract notwithstanding, the parties agree that when an employee transfers from one bargaining unit to another the employee takes with him/her said employee's seniority from the other bargaining unit for all purposes.

Through the signatures below, the parties agree to the terms contained in this "Letter of Understanding".

For The Union

Date 8/17/2016

Joseph Tume

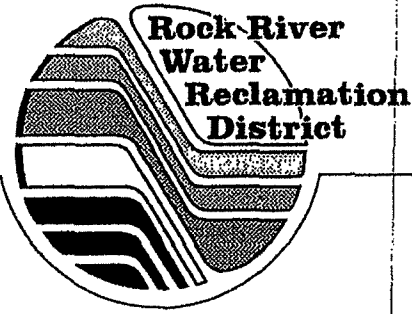
[Signature]

For The Employer

Date 8/17/2016

[Signature]

TIMOTHY S. HANSON



3333 Kishwaukee Street
P.O. Box 7480
Rockford, Illinois 61126-7480
(815) 387-7400
(815) 387-7538 (FAX)

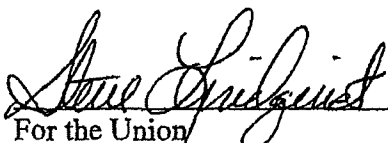
Kent Logan, President
Donald Massier, Vice President
Lloyd Hawks, Secretary/Treasurer
Donald Kerestes, Trustee
Elmer Jones, Trustee
Steve Graceffa, District Director

October 11, 2007


Letter of understanding regarding new TPO progressive pay steps between Rock River Water Reclamation District and Teamsters Local 325.

The parties, Rock River Water Reclamation District and Teamsters Local 325, agree that:

1. New TPO progressive pay steps will be effective October 1, 2007.
2. The employee will progress to top of range 13h less \$2.10/hour by the end of third year as a TPO.
3. Upon satisfactory completion of the course "Operation of Wastewater Treatment Plants, Volume I" the employee will receive an additional \$0.70/hour in pay.
4. Upon satisfactory completion of the course "Operation of Wastewater Treatment Plants, Volume II" the employee will receive an additional \$0.70/hour in pay.
5. Upon satisfactory completion of the course "Advanced Waste Treatment" the employee will receive an additional \$0.70/hour in pay.
6. The employee must have obtained an IEPA Class 4 Wastewater Treatment certificate by the end of the third year.
7. The employee must have obtained an IEPA Class 1 Wastewater Treatment certificate by the end of the eighth year.


For the Union
Steven C. Lindquist, President, BA

10-21-07
Date


For the District
Steve Graceffa, District Director

10/22/07
Date

MEMORANDUM OF UNDERSTANDING

WHEREAS: This Memorandum of Understanding (MOU) is entered into by and between Four Rivers Sanitation Authority (FRSA) and Teamsters Local Union No. 325, International Brotherhood of Teamsters (Union).

WHEREAS: FRSA has developed a new payroll system that has required implementation of payroll policies as they were defined in the Union Collective Bargaining Agreements for both the Office, Clerical and Technical Employees and the Maintenance, and Operations and Repair Employees (CBA).

WHEREAS: FRSA maintains that on August 26, 2023, they provided the Union with timely notice of the proposed return to the language of the CBA with an effective date of January 1, 2023, and are therefore within their management rights to develop payroll policies in line with the language of the CBA.

WHEREAS: The Union filed three (3) grievances on February 1, 2023, on behalf of its members, requesting that FRSA return to past practice in the interpretation of payroll policies in the application of payroll rules as they apply to Family Medical Leave Act (FMLA), daily overtime, overtime on weekends, and out of class pay.

WHEREAS: The Union maintains through the grievance process, that FRSA must maintain past practices until 2026, when the current CBA will expire.

WHEREAS: As a resolution to the Step Three (3) grievance process, FRSA has proposed that they shall continue the past practices associated with the above defined matters, until May 1, 2026, which is the expiration of the current contract, and that the language associated with the grieved matters will be a mandated subject of bargaining at that time.

WHEREAS: The agreement to maintain past practices does not in any way diminish FRSA's management rights as defined in Section 2.1 of the CBA. Nor does this agreement diminish the role of the Union to negotiate the impact at a later date.

THEREFORE: As a resolution to the grievances filed FRSA and the Union agree to maintain past practices specifically as they apply to the grievance subjects:

1. FMLA
 - a. Accruals of sick and vacation time will continue as long as the employee is on a paid FMLA.
 - b. Holidays will be paid as long as the employee is on a paid FMLA.
2. Out of Class Pay
 - a. FRSA will continue to pay at the top tier of the higher pay level.
3. Overtime:
 - a. FRSA will allow for overtime to be paid after the completion of an employee's regularly scheduled hours. *

- b. FRSA will allow for overtime to be paid on weekends. **
- c. FRSA will allow for sick, vacation and holiday to count towards overtime as time worked.
- d. There shall be no pyramiding of overtime.

**A regularly scheduled shift is defined as beyond 8 hours for employees regularly scheduled for an 8-hour day and after 12 hours for employees regularly scheduled for a 12-hour day.*

***Weekends are defined as the two or three consecutive days off in an employee's regular work schedule that are not paid time off. Employees who are regularly scheduled for Saturday and Sunday have a weekend assigned that falls Monday through Friday.*

TERM OF THIS MOU: This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties of this MOU and shall remain in full force in effect until May 1, 2026. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered by hand or by certified mail to the Executive Director at 3501 Kishwaukee St, Rockford, IL 61109.

AMENDMENTS: Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties of the MOU shall be incorporated by written instrument and effective when executed and signed by all parties of this MOU.

□

FOUR RIVERS SANITATION AUTHORITY

Authorized Official:

 TIMOTHY S. HANSON

Signature Printed Name

EXECUTIVE DIRECTOR

Title Date

Teamsters Local Union No. 325, International Brotherhood of Teamsters

Authorized Official:

 ERIC COLTON

Signature Printed Name

Secretary Treasurer 3-14-2023

Title Date