

COLLECTIVE BARGAINING AGREEMENT BETWEEN
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 148

AND

METRO EAST SANITARY DISTRICT
JANUARY 1, 2023 THROUGH December 31, 2026

**ARTICLES OF AGREEMENT BETWEEN
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 148 AND
METRO EAST SANITARY DISTRICT**

This Agreement effective January 1, 2023, is entered into by and between Metro East Sanitary District (hereinafter referred to as the "District") and the International Union of Operating Engineers Local 148, St. Louis, Missouri, (hereinafter referred to as the Union).

**ARTICLE 1
RECOGNITION**

SECTION 1: The jurisdiction of this Agreement shall include the District's employees employed in the Pump Stations and Sewage Plant, performing work coming under the jurisdiction of the Union, including all maintenance and upkeep of said premises, on all existing and future installations within the District's certified territory. Future installations shall not fall within the jurisdiction of the Agreement until completed, placed in operation and accepted by the District.

SECTION 2: The District recognizes the Union as the exclusive representative of its employees in the Pump Stations and Sewage Plants in the above described territory. The Union recognizes the District as having the vested right to hire, suspend, discipline, promote, eliminate or transfer and to release employees for just cause, and that the District must have the vested right to select and hire its employees.

SECTION 3: The Union and the District will not engage in subterfuge for purposes of defeating or evading the provisions of this Agreement.

**ARTICLE 2
INTENT AND PURPOSE**

It is the intent and purpose of the parties hereto to set forth the basic Agreement covering rates of pay, hours of work and conditions of employment.

**ARTICLE 3
UNION MEMBERSHIP**

SECTION 1: It is understood and agreed by and between the parties herein that all persons who are hereafter employed by the District in the unit, which is subject to this Agreement, may make application to and become a member of the Union. Membership in the Union may only be revoked in writing in accordance with the terms of the voluntary membership/check-off authorization form signed by the employee.

**ARTICLE 4
DUES CHECK OFF**

SECTION 1: The District will check off monthly dues assessments, initiation fees, each as designated by the Secretary-Treasurer of the Union, as membership dues to the Union, on the basis of individually signed voluntary check off authorization cards in the forms agreed to by the District and the Union.

SECTION 2: The deduction of monthly dues shall be on or before the last payday of the month proceeding the month that Union dues are due the Union.

SECTION 3: The Union shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District for the purpose of complying with the provisions of this section.

ARTICLE 5 NON-DISCRIMINATION

SECTION 1: There shall be no interference with the right of employees to become or continue to be members of the Union.

SECTION 2: There shall be no discrimination, restraint, or coercion against any employee because of membership in the Union.

SECTION 3: It is the continuing policy of the District and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin or sex.

ARTICLE 6 HOURS OF WORK

SECTION 1: The normal work day shall be eight (8) consecutive hours of work in any twenty-four (24) hour period from the time that an employee begins work.

SECTION 2: The normal work week shall be forty (40) hours, it being understood that the work week shall begin at 12:00 midnight Saturday and end at 12:00 midnight the following Saturday.

SECTION 3: The District will schedule the individual on five consecutive work days within the normal work week if possible, with the right to work a greater number of days in the work week to ensure the District's ability to carry out its responsibilities. The District will consider employee needs when changing an employee's work schedule.

SECTION 4: None of the above provisions (1, 2 or 3) in this section shall be construed as a guarantee of hours of work per day or per week.

SECTION 5: A paid lunch period of thirty (30) minutes shall be given to all maintenance employees after completion of three (3) hours of work, but prior to five (5) hours of work. A paid lunch period of sixty (60) minutes shall be given to all office employees after completion of three (3) hours of work, but prior to five

(5) hours of work.

SECTION 6: Employees shall be paid on every other Thursday.

SECTION 7: When an employee is assigned to work in a higher paid classification, he/she will receive the pay that comes with that classification (i.e. manning the pump station - then said employee will receive operators pay; operating heavy equipment - then said employee will receive the Assistant Heavy Equipment Operator rate of pay). However, employees

performing duties in a different classification for the purpose of being “cross trained” in that classification shall receive an increase of .83 cents in his/her base hourly rate of pay while performing cross training duties. The employee shall be limited to a maximum of 30 days of cross training whether or not the employee has fully learned all duties of the position. Finally, if an employee refuses to accept a cross training assignment, the employee shall not thereafter be eligible to bid on any job openings in the position(s) for which the employee declined cross training.

**ARTICLE 7
WAGES**

SECTION 1:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Heavy Equipment Operator Foreman	\$35.14	\$36.37	\$37.64	\$38.96
Heavy Equipment Operator Assistant Heavy Equipment Operator	\$34.62	\$35.83	\$37.08	\$38.38
After 12 months	\$33.28	\$34.44	\$35.65	\$36.90
Hire Rate	\$32.60	\$33.74	\$34.92	\$36.14

All employees hired as Assistant Heavy Equipment Operators shall, upon satisfactory job performance, progress in the pay scale as shown above. After two years of satisfactory performance, he shall be paid at the rate of a Heavy Equipment Operator.

Rates of Pay

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Pollution Operator Foreman	\$33.60	\$34.78	\$36.00	\$37.26
Pollution Operator	\$30.94	\$32.02	\$33.14	\$34.30
Pump Station Operator Foreman	\$33.57	\$34.74	\$35.96	\$37.22
Pump station Operator	\$30.94	\$32.02	\$33.14	\$34.30
Assistant Pump Station Operator				
After 18 months	\$30.25	\$31.31	\$32.41	\$33.54
After 12 months	\$29.58	\$30.62	\$31.69	\$32.80
After 6 months	\$28.88	\$29.89	\$30.93	\$32.01
Hire Rate	\$28.22	\$29.21	\$30.23	\$31.29

During such time that employees are working in human waste, meaning body waste such as urine, feces, sweat or other human waste matter and they have the potential to come into direct physical contact with it, they shall receive \$1.75 an hour over their base rate as indicated in Section 1, above. Starting on January 1, 2025, the employee shall receive \$1.81 an hour over their base rate as indicated in Section 1, above. Starting on January 1, 2026, the employee shall receive \$1.87 an hour over their base rate as indicated in Section 1, above.

During such time that employees are required to work inside a confined space said employees shall receive \$1.75 an hour over their base rate as indicated in Section 1, above. Starting on January 1, 2025, the employee shall receive \$1.81 an hour over their base rate as indicated in Section 1, above. Starting on January 1, 2026, the employee shall receive \$1.87 an hour over their base rate as indicated in Section 1, above. A confined space is defined as

having one or more of the following characteristics:

Has a limited or restricted means for entry or exit and is not designed for continuous occupancy. Contains or has the potential to contain a hazardous atmosphere; contains material that has a potential to engulf an entrant; has walls that converge inward or floors that slope downwards and taper into a smaller area which could trap or asphyxiate an entrant; or contains any other recognized safety or health hazard, such as unguarded machinery, exposed wires or heat stress.

Employees who drive a dump truck, tractor trailer or operate a mower while cutting the grass on the Route 3 sewer line shall receive the \$1.75/hour over pump operator pay as indicated above. Starting on January 1, 2025, the employee shall receive \$1.81 an hour over their base rate as indicated in Section 1, above. Starting on January 1, 2026, the employee shall receive \$1.87 an hour over their base rate as indicated in Section 1, above. This increase in hourly pay will only be for the day or days that the employee actually drives a dump truck, tractor trailer or mower.

In addition, the heavy equipment operator that drives the tractor trailer low-boy shall receive \$1.75 per hour more than heavy equipment operator pay for the hour or hours he drives the tractor trailer with the low-boy attached. Starting on January 1, 2025, the employee shall receive \$1.81 an hour over their base rate as indicated in Section 1, above. Starting on January 1, 2026, the employee shall receive \$1.87 an hour over their base rate as indicated in Section 1, above.

Employees who are required to train and qualify for a certificate to perform duties of their job classification shall receive an additional \$0.25 per hour per certificate, limited to four (4) certificates per employee. The Executive Director of the District shall determine which certificates qualify, and all training for certificates must be approved by the Executive Director.

SECTION 2: All employees hired as Assistant Pump Station Operators shall, upon satisfactory job performance, progress in the pay scale as show above. After two (2) years of satisfactory performance, the employee shall be paid at the rate of a Pump Station Operator.

SECTION 3: Permanent vacancies in the Pollution Operator Foreman and Pump Operator Foreman Classification may be filled. Seniority, ability and qualifications will be considered, but the decision on whom the permanent Foreman position is awarded is the sole right of the District's Director.

SECTION 4: Temporary vacancies in the Pollution Operator Foreman and Pump Operator Foreman Classification due to vacation, sickness, etc. may be filled. Seniority and ability will be considered, but the decision on whom the temporary Foreman position is awarded is the sole right of the District's Director.

SECTION 5: If no bargaining unit members or insufficient members are available to report and perform bargaining unit work, the District may employ temporary workers to augment the work force. Temporary workers who the District deems qualified to perform the duties, will first be obtained from the IUOE Local 148 union hall. The District, if possible, will give the union hall two weeks advance notice when a temporary worker or workers are needed, along with the estimated duration of the work to be performed. If no individual in the Operating Engineer's union hall is available or qualified, the District may employ and individual who it deems qualified to perform the duties. The District agrees that the use of

temporary workers will not cause a reduction in full-time staff or prevent the hiring of future full-time employees.

SECTION 6: The parties, including Metro East Sanitary District, the International Union of Operating Engineers and the two Teamsters Unions who perform work at the Metro East Sanitary District will meet to discuss cross-training of employees and, if an agreement is reached on a procedure to accomplish cross-training, it shall be added as an addendum to this Agreement.

ARTICLE 8 OVERTIME

SECTION 1: Overtime at the rate of one and one-half times the regular rate of pay shall be paid for:

1. Hours worked in excess of eight (8) hours in a work day.
2. Hours worked in excess of forty (40) hours in a work week.
- 3.

SECTION 2: Overtime payments shall not be duplicated for the same hours worked under the terms of this Agreement.

SECTION 3: All overtime hours worked shall be paid at one and one-half times the regular rate of pay.

SECTION 4: When an employee is called out to work, the employee shall receive a minimum of four (4) hours of pay.

ARTICLE 9 HOLIDAYS

SECTION 1: The following days shall be considered as holidays:

- January 1
- Lincoln's Birthday (a)
- Washington's Birthday (b)
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day (c)
- July 4
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- December 24
- December 25
- New Year's Eve
- Juneteenth (State holiday observed)
 - a. Shall be observed on the same day as observed by the State of Illinois.
 - b. Shall be observed on the third Monday in February.

c. Shall be observed on the last Monday in May.

SECTION 2: When any holiday falls on a Sunday, such holiday shall be observed on Monday. This provision shall not apply to Juneteenth, which is only observed under state law if it falls during the work week.

SECTION 3: Eligible employees as defined below will receive for non-worked holidays eight (8) hours pay at their regular rate of pay.

SECTION 4: All employees who are required to work on a holiday shall receive one and one-half (1 ½) times their regular rate of pay for such work.

SECTION 5: To be eligible for holiday pay, an employee must:

a. Have completed thirty (30) days of employment and complied with the conditions as outlined in Article 3 of this Agreement.

b. When scheduled for work during the work week in which the holiday occurs, must work their last scheduled hours on the day preceding the holiday and their first scheduled day following the holiday. An employee who is absent on such day because of illness, a death in their immediate family (mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, husband, wife and grandparents or grandchildren) or for other similar good cause, will not have their eligibility affected.

c. When laid off, have worked in the pay period preceding the pay period in which the holiday occurs.

d. When not scheduled during the week in which the holiday occurs because of illness, such illness must have existed for no longer than the pay period preceding the pay period in which the holiday occurs and the employee has not received a day's pay under any other provision of this Agreement.

e.

SECTION 6: An eligible employee on vacation when the holiday occurs shall be paid eight (8) hours at their regular rate of pay or an additional day of vacation.

SECTION 7: All holidays worked or not worked shall be considered as days worked for the purposes of computing overtime as outlined in Article 8.

ARTICLE 10 VACATIONS

SECTION 1: All employees to be eligible for a vacation in any calendar year during the term of this Agreement must have one (1) year or more of continuous service and not have been absent from work for six (6) months or more in the preceding calendar year.

One vacation day may be used immediately after or before a holiday, without penalty, subject to approval of the Executive Director and subject to the existing management policy on the number of people allowed to be off at one time.

SECTION 2: An eligible employee who has attained the necessary years of continuous service shall receive a vacation as follows:

Years of Service

Weeks of Vacation

1 but less than 2	1
2 but less than 5	2
5 but less than 10	3
10 but less than 15	4

After completion of the fifteenth (15th) year of service, the employee will be entitled to an additional day of vacation for each additional year of service completed, provided: For all employees hired prior to January 1, 2012 this will continue until the employee has reached a maximum of six (6) weeks paid vacation; however, any employee hired on or after January 1, 2012 shall be entitled to a maximum of five (5) weeks paid vacation.

SECTION 3: The scheduling of vacations for eligible employees shall be vested with the District. Senior eligible employees shall be given preference as to the vacation period.

SECTION 4: Employees will be allowed to carry over up to two (2) weeks' vacation from the previous year with a maximum accumulation of four (4) weeks total. Upon separation of employment for any reason, employees will be paid for all earned but unused vacation days, subject to the following limitations and procedures:

The amount of payment for unused vacation days is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the date of the employee's permanent separation. However, vacation day compensation under this provision shall be limited to an amount that does not cause the employee's IMRF creditable earning to increase more than 6% or CPI-U, whichever is higher, over his/her previous year's IMRF creditable earnings. Any vacation days that cannot be paid to the employee due to the 6% or CPI-U limit, whichever is applicable, shall be paid to the employee post-employment sixty-five (65) calendar days after the employee's last day of employment

SECTION 5: Each employee will be allowed one (1) personal day per calendar year to be used at the employees' discretion.

ARTICLE 11 SICK LEAVE

SECTION 1: A non-occupational accident or illness that prohibits an employee from performing their regular duties shall be granted sick leave without loss of regular pay as follows:

a. Full time employees will accrue sick leave at the rate of .00721154 hours (the equivalent of 15 days per fiscal year) for each hour compensated at the regular, straight-time rate. Employees shall first be eligible for sick leave after they have completed their probationary period of employment with the Employer.

b. In accordance with the Employee Sick Leave Act, 820 ILCS 191/1, employees shall be eligible to use paid sick leave for absences due to an illness, injury, medical appointment or [the] personal care of the employee's covered family member (including the employee's child, stepchild, spouse, life partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) on the same terms upon which the employee is able to use personal sick leave benefits for the employee's own illness or injury. The employer may limit the amount of sick leave to be used for a covered family member to half of the employee's maximum annual grant of such leave.

- c. Unused sick leave may be accrued to a maximum of one hundred twenty (120) days.
- d. Upon separation of employment, employees will be paid for up to one-half of unused sick leave accumulated, but not to exceed a maximum of 600 hours (75days) of paid sick leave, subject to the following limitations and procedures:
 - i. The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the date of the employee's permanent separation. However, sick leave compensation under this provision shall be limited to an amount that does not cause the employee's IMRF creditable earning to increase more than 6% or CPI-U, whichever is higher, over his/her previous year's creditable earnings. Any sick leave days that cannot be paid to the employee due to the 6% or CPI-U limit, whichever is applicable, shall be paid to the employee post-employment sixty five (65) calendar days after the employee's last days of employment.
 - e. In the event that an employee is disabled in a service-connected injury or illness, he/she may choose to use sick leave pay to supplement those days for which he/she may choose to use sick leave pay to supplement those days for which he/she is receiving compensation under the State of Illinois Workers' Compensation insurance laws, provided the employee's total earnings from worker's compensation and use of sick leave does not result in the employee receiving more than 100% of his/her gross salary.
 - f. An employee's FMLA leave shall commence upon his/her eligibility for FMLA, but the employee may choose to use or not use paid leave during the period of FMLA leave. However, if the FMLA law and/or regulations are changed to allow an employee the option to postpone the start of his/her FMLA leave and, instead, use paid leave until the employee elects to start FMLA leave, the District will follow the new law/regulation.

SECTION 2: All employees who request sick leave pay for more than (3) consecutive days, or there is a pattern of abuse of sick time if less than three (3) consecutive days, shall not be allowed to return to work until the employee has provided the District with a written certification from licensed physician that the employee is able to perform the duties of his/her employment. In any event, the Employer shall have the right to require a doctor's written certification or other reasonable proof of illness where the employer has reasonable grounds to suspect abuse. Acceptable verification shall include the medical practitioner's name, address, phone number, the pertinent date(s) in question and an indication that the employee was unable to work due to personal or family illness. For the employee's personal illness, the verification must also confirm the employee is physically able to perform all the essential job duties of his/her position.

ARTICLE 12 JURY LEAVE

An employee who is called for jury service shall be excused from work on the days for which they serve. The employee shall present proof that they did serve and report the amount of pay received. The employee shall be paid, for each day, the difference between each day's jury pay and eight (8) times his hourly rate of pay.

ARTICLE 13 FUNERAL LEAVE

In the event of death of an employee's wife, husband, life partner, son, daughter,

mother, father, currently married stepparents, brother, sister, grandparent(s), grandchildren, current mother-in-law, father-in-law, brother-in-law, sister-in-law, or stepchildren, upon request of the employee, the District shall permit the employee to be absent from work a total of five (5) days funeral leave which will be used at the employee's choice between the day of death through and including the funeral or after.

In the event of the death of the employee's aunts, or uncles upon the request of the employee, the District shall permit the employee to be absent from work a total of three (3) working days funeral leave which will be used at the employee's choice between the day of death through and including the funeral, or after, or five (5) days funeral leave, with pay, for funerals over two hundred (200) miles one way from home. Payment shall be eight (8) times his hourly rate of pay for each day.

An employee shall not receive funeral pay when it duplicates pay received for time not worked for any other reason. This time not worked shall not be counted as time worked for the purpose of computing overtime

Employees shall be eligible for leave pursuant to and consistent with the Illinois Family Bereavement Leave Act, 820 ILCS 154/1, effective January 1, 2023, but any paid funeral leave granted to an employee, above, shall count toward the number of unpaid leave days the employee is eligible to use under the Illinois Family Bereavement Leave Act.

ARTICLE 14 BOOT ALLOWANCE/MEAL ALLOWANCE

Employees will receive up to \$150.00 work boot allowance every ~~other~~ year on January 1st. The work boot allowance for 2020 will be effective on the date of ratification of this agreement.

An employee who is scheduled to work eight (8) hours and works ten (10) or more consecutive hours shall receive a meal allowance of \$8.00.

ARTICLE 15 SENIORITY

SECTION 1: The parties recognize that in cases of promotion, decrease of forces and recall after layoff, that employees covered by this Agreement shall be given preference in accordance with their length of continuous service. Vacancies in the bargaining unit will be posted in the District's main office building for seven (7) calendar day. Seniority will prevail in all matters related to the employment within the employee's collective bargaining unit. However, seniority shall only apply if the employee has the skills/ability to perform all the duties of the position and be physically fit. Internal applicants selected for a vacant position will serve a sixty (60) workday probationary period, which means the District may return the employee to his/her previous position if the District determines, in its sole discretion, the employee's performance in his/her new position is not satisfactory. Recall shall be made by certified mail to the employee's last known address on file in the District office.

SECTION 2: Seniority is defined as the length of continuous service with the District based on the employee's original date of hires or rehire after a break in continuity of service.

SECTION 3: Continuous service is broken by a voluntary quit, discharge for just

cause, failure of an employee to return to work at the expiration of a leave of absence or within five (5) days after recall from layoff.

SECTION 4: Temporary layoffs, physical disability, or other causes beyond the control of the parties shall not be cause for the interruption of continuous service. It is understood, however, that the continuous service of an employee shall terminate when the employee has not performed any work for the District for a period of two (2) years. There is no resident requirement for an employee who is called back during year one. For an employee to be eligible for a call back during year two, the employee must be a legal resident within the Metro East Sanitary District boundaries.

SECTION 5: Extra or temporary employees may perform work of an abnormal condition (such as flooding or tornadoes, etc.) and temporary youth summer time employment for a period of one hundred twenty (120) working days and are not covered by any provisions of this Agreement.

SECTION 6: A new employee shall be considered a probationary employee and shall work under the provisions of this Agreement, but shall be employed on a sixty (60) working day trial basis during which time he may be discharged without recourse; provided, however, that the District may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) days, the employee shall be placed on the regular seniority list.

In case of discipline within the sixty (60) working day period, the District shall notify the local Union in writing.

The probationary period may be extended by mutual agreement between the District and the Union.

SECTION 7: The Employer agrees to give employees as much prior notice as possible before any extended layoff is to occur. (This Section shall be removed from the Contract if the District can prove that the employees have excessively abused this Section).

ARTICLE 16 DISCIPLINE

SECTION 1: The District and the Union agree with the tenets of progressive and corrective discipline. Disciplinary action shall be conducted as follows:

- a. Oral reprimands
- b. Written reprimands
- c. Suspension
- d. Discharge

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the District is aware of the event giving rise to the discipline and has a reasonable period of time to investigate the matter.

Notations of oral reprimands may be placed in the employees personnel file.

Reprimands of record shall be removed from the employees' record after a period of

one (1) year.

SECTION 2: In instances where disciplinary action is taken against an employee, other than oral reprimands, the District shall furnish the employee and the Union a written statement of reasons for such disciplinary action. The measure of discipline and statement of reasons may be modified, particularly in cases involving suspension subject to discharge, after the investigation of all the facts and circumstances.

SECTION 3: The District shall not discharge, nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one warning notice of the complaint against the employee to the employee, in writing, and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, use of non-prescription drugs, or recklessness resulting in a serious accident while on duty or carrying unauthorized passengers, or gross insubordination.

ARTICLE 17 GRIEVANCES

SECTION 1: The purpose of this Section is to provide an opportunity to discuss differences and establish procedures for the processing and settlement of grievances. It is expressly understood and agreed to by the District that employees will not be discriminated against or harassed in any way for exercising their right to file a grievance.

Step 1: Any employee who believes that they have a justifiable complaint shall discuss the complaint with the foreman. This discussion is a required step in the grievance procedure prior to filing a written grievance. If no satisfactory settlement is reached within three (3) days from the date of the discussion with the foreman (excluding Saturday, Sunday and holidays), the grievance may be advanced to Step 2.

Step 2: The procedure in Step 2 shall be the presentation of the written grievance to the designated representative of the District signed by the grieving party within five (5) working days of knowledge of the alleged violation. The District, or its designated representative, will give an answer, in writing, to the Union within ten (10) working days after receipt of the grievance.

Step 3: If this answer is not satisfactory, upon request of either party, shall refer the grievance to the Joint Committee consisting of three (3) representatives of the Union and three (3) representatives of the District. Such Joint Committee shall meet within five (5) working days after such reference and within five (5) days of such meeting shall render their decision. The decision of the Joint Committee shall be final and binding to the parties of this Agreement.

Step 4: In the event of the failure of the Joint Committee to reach a decision within the time prescribed, either party may request such grievance be disposed of by arbitration. If the parties cannot agree upon an arbitrator within five (5) days, the parties shall request the Federal Mediation and Coalition Services (FMCS) to assign an arbitrator. The arbitrator to whom the grievance is submitted shall have authority to interpret and apply the provisions of this Agreement, but shall not have authority to alter, in any way, the terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding to the parties of this Agreement.

SECTION 2: The time limitations of the above steps may be waived by mutual agreement.

**ARTICLE 18
HEALTH AND WELFARE**

1. During the term of this Agreement, the Employer will provide health & welfare benefits through participation in the Teamsters & Employers Welfare Trust of Illinois. The Employer will provide and pay the premiums as set forth below.

Effective January 1, 2023 through December 31, 2023, the Employer shall contribute to the Teamsters and Employers Welfare Trust of Illinois, the sum of four hundred fourteen dollars (\$414.00) per week for each employee covered by this agreement; January 1, 2024, through December 31, 2024, the Employer will contribute four hundred thirty-five dollars (\$435.00) per week for each employee covered by this agreement; January 1, 2025 through December 31, 2025 the Employer will contribute four hundred fifty-seven dollars (\$457.00) per week for each employee covered by this agreement; January 1, 2026 through December 31, 2026, the Employer will contribute up to but not to exceed five hundred eleven and eighty-four hundredths dollars (511.84). An employee must be covered by this agreement and who has been on the payroll thirty-one (31) days or more, and is a regular employee, who has worked, or has been compensated for, any part of the payroll week.

By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Action for delinquent contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and cost of collection.

Section 2: If an employee is absent because of an illness or off-the-job injury and notifies the District of such absence, the District shall continue to make the required contributions for a period of two (2) months. If an employee is injured on the job, the District shall continue to pay the required contributions until the employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Section 3. This Agreement does not contemplate the Employer providing and paying premiums to the Teamsters & Employers Welfare Trust of Illinois to cover retired employees. However, upon the retirement of any employee that has thirty (30) or more years of service with the District, the District will pay up to a maximum total of Three Hundred Dollars (\$300.00) per month to the qualified retired employee for the intended purpose of off-setting the cost of the qualified retired employee to obtain health insurance on behalf of the qualified retired employee and his or her spouse (not \$300.00 per person). To be eligible for the reimbursement, the retired employee must submit a monthly receipt to the District office from his/her health insurance company that reflects the amount the employee paid in that month for his/ her health insurance premium. Any employee hired on or after January 1, 2021, shall not be eligible for the District paid health insurance under this provision.

**ARTICLE 19
PENSIONS**

The District and the Union employees shall continue to participate in the Illinois Municipal Retirement Fund now in effect or amended hereafter as has been the practice.

**ARTICLE 20
MAINTENANCE OF STANDARDS**

1. The District agrees that all conditions of employment in their individual operation related to wages, hours of work, overtime differential and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the District or the Union in applying the terms and conditions of the Agreement, if such error is corrected within ninety (90) days from the date of the error. No other employee shall be bound by the voluntary acts of another employee when he may exceed the terms of this Agreement.

2. The District agrees not to enter into any agreement or contract with his employees, individually or collectively, which, in any way, conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 21
SHOP STEWARD**

It is agreed by the District that the Union shall designate one (1) shop steward.

**ARTICLE 22
LEAVE OF ABSENCE**

An employee must make a request for a leave of absence, in writing, to the District. A leave of absence, not to exceed thirty (30) days, may only be granted by mutual consent of the District and the Union. An employee's FMLA leave shall commence upon his/her eligibility for FMLA, but the employee may choose to use or not use paid leave during the period of FMLA leave. However, if the FMLA law and/or regulations are changed to allow an employee the option to postpone the start of his/her FMLA leave and, instead, use paid leave until the employee elects to start FMLA leave, the District will follow the new law/regulation.

**ARTICLE 23
SAFETY**

The District agrees to furnish suitable drinking water, sanitary lavatory and washing facilities. The District shall also provide protective devices, wearing apparel and other equipment necessary to protect the employee from injury in the performance of his work.

The Union and Employer will cooperate in the continuing objective to eliminate accidents and safety hazards. The Employer agrees to provide safe working conditions, to issue

instructions covering safe working practices and to make available when necessary special equipment to protect employees against particular hazards. The Union agrees that it is the obligation of all employees to follow instructions covering safe work practices and to use the protective equipment furnished by the Employer.

The Employer will give prompt and careful consideration to safety suggestions submitted by employees and the Shop Steward. A Safety Committee consisting of two (2) Employer representatives and two (2) Union representatives shall meet as required but not less than once a quarter. The recommendations of the Safety Committee with respect to safety suggestions will be taken into consideration by the Employer.

The employee(s) submitting the safety suggestion shall be notified within thirty (30) days of the Committee's final recommendation and action taken by the Employer with respect to the suggestion.

ARTICLE 24 NO STRIKE-NO LOCKOUT

There shall be no strikes, work stoppages, interruption or impeding of work or lockout during the term of this Agreement.

ARTICLE 25 COMPLIANCE WITH LAW

SECTION 1: The District shall comply with any and all Federal and State laws.

SECTION 2: Should any court hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

ARTICLE 26 MATERNITY/PATERNITY LEAVE

SECTION 1: Employees will be allowed six (6) weeks of paid maternity/paternity leave for each pregnancy.

SECTION 2: Proof of birth will be required before a maternity/paternity leave commences and normally occurs during the first four weeks following the birth of the child.

SECTION 3: An employee's FMLA leave shall commence upon his/her eligibility for FMLA, but the employee may choose to use or not use paid leave during the period of FMLA leave. However, if the FMLA law and/or regulations are changed to allow an employee the option to postpone the start of his/her FMLA leave and, instead, use paid leave until the employee elects to start FMLA leave, the District will follow the new law/regulation.

ARTICLE 27 CDL LICENSE REQUIREMENTS

All bargaining unit employees hired prior to March 1, 2008, are grandfathered and exempt from possessing a CDL A with air break/combo license or a CDL B license as a condition of continued employment. Those grandfathered employees may voluntarily agree to

obtain CDL A with air break/combination license or a CDL B license and, if he/she does so, will be eligible for the additional compensation for the period of time the license is valid, but the employee is not required to maintain the license as a condition of continued employment.

Consistent with MESD CDL Policy, dated April 9, 2008, as a condition of continued employment, all bargaining unit employees hired after March 1, 2008 and prior to January 1, 2021, shall be required to obtain a CDL A with air break/combination license or a CDL B license within one year from the date of employment. The one year time period to obtain the license may be extended if the employee is unable to obtain the license due to circumstances beyond his/her control, such as the COVID-19 pandemic.

As a condition of employment, all bargaining unit employees hired on or after January 1, 2021, must possess a CDL A with air break/combination license or a CDL B licenses at the time employment commences, unless the Executive Director grants an exception or hired into and successfully completes a training program to obtain the CDL A and B licenses. If an employee is hired without a CDL B license, the Executive Director shall determine the deadline for which the employee must obtain his CDL B, which the employee must comply with as a condition of continued employment. If the employee is hired with a CDL B license, the employee must obtain a CDL A with air break/combination license within one year from the date of employment as a condition of continued employment. The one year time period to obtain the license may be extended if the employee is unable to obtain the license due to circumstances beyond his/her control, such as the COVID-19 pandemic.

If a new maintenance employee does not have a CDL A and B license at the time of employment, the employee will be required to attend a CDL licensing course, selected by MESD, to obtain his/her CDL A and B licenses. MESD will pay the employee's tuition for the CDL course. The employee will be compensated at 70% of the probationary and regular hourly rate of pay for each hour attending course work and for each hour worked during his first full year of employment. If the new employee, for any reason, does not receive his/her CDL A and B, including, but not limited to, failing to be accepted into the course, being involuntarily or voluntarily removed from the course, or failing to successfully complete the course and obtain his/her CDL A and B licenses, the employee shall be obligated to pay all course tuition MESD paid on behalf of the employee. Moreover, if the employee fails to remain employed with MESD for one year from the date of hire, the employee shall be obligated to pay all course tuition MESD paid on behalf of the employee.

An employee that possesses a CDL A, with air break/combination, license shall be paid an additional Fifty Cents (0.50) per hour, which is retroactive to January 1, 2020.

An employee that possesses a CDL B license shall be paid an additional Twenty Five Cents (0.25) per hour.

The District will pay the employee's cost of renewing his/her CDL A and/or CDL B license.

ARTICLE 28 TERMINATION


THIS AGREEMENT shall become effective as of the 1st day of January, 2023, and shall remain in full force and effect until the 31st day of December, 2026, and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date by either of the parties hereto.

MESD Drug Testing Policy: The Drug Testing Policy is attached to this contract and may be mid-term bargained in the event of any statutory changes impacting the policy/procedures.

Dated: _____

FOR THE DISTRICT:

METRO EAST SANITARY DISTRICT

By:  _____
President, Board of Commissions

FOR THE UNION:

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 148**

By:  _____
Business Manager

By:  _____

METRO EAST SANITARY DISTRICT DRUG TESTING POLICY

WHEREAS, The Metro East Sanitary District (hereinafter the "District") together with Operating Engineers, Local 148 and the International Brotherhood of Teamsters, Locals 50 and 525 (hereinafter " Unions") recognize the importance and responsibilities in providing a safe, drug free and healthy work environment for all employees of the Metro East Sanitary District, and

WHEREAS, the District and Unions recognize that drug dependence and other medical/behavioral conditions are highly complex and, under most circumstances, these illnesses can be successfully treated and, to that end, the District and the Unions have researched, discussed and agreed upon a policy regarding illegal drugs and substances (hereinafter "the policy") and,

WHEREAS, the maintenance of a safe and drug free work place, and a healthy productive work force are the goals of the Policy and the primary focus of this Policy is to protect the public, District employees and assist the employees who are experiencing personal problems with drug abuse and safely to return these employees to high levels of productivity.

NOW, THEREFORE, be it ordered by the Metro East Sanitary District of Madison and St. Clair Counties, Illinois, as follows:

SECTION ONE: The concealment, transportation, promotion or sale of the following items of substances by employees of the Metro East Sanitary District is strictly prohibited during working hours, including lunch hour, to-wit:

- a. Illegal drugs, controlled substances (including trace amounts), look-a-likes and designer drugs, now or hereafter specified in any provision in the Illinois Revised Statutes, the code of State Regulations of Illinois, the United States Code, or the Code of Federal Regulations.
- b. Alcoholic beverages.
- c. Drug paraphernalia.
- d.

SECTION TWO: Any employee of the Metro East Sanitary District violating Section One (a) of this Policy shall be subject to immediate discharge. Any employee of the Metro East Sanitary District violating Section One (b) and (c) shall be subject to immediate disciplinary action.

SECTION THREE: The District recognizes drug abuse may be an illness and that its employees are valuable assets to the District and the District does herewith establish a policy intended to rehabilitate rather than terminate the employment of workers who are drug abusers. No District employee shall be ineligible for future employment for drug use, except when such use is in violation of Section One of this Policy without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed as determined by the MRO (Medical Review Officer).

SECTION FOUR: All employees of the Metro East Sanitary District shall be fully informed of the content of this Policy forthwith, or upon commencement of their employment with the District, and shall be required to execute the consent form attached to this Policy prior to employment or testing being required if currently employed.

SECTION FIVE: There shall be pre-employment testing for all persons prior to employment by the Metro East Sanitary District for the substances described in Section One (a), and employment shall not commence until a test result which is negative is received by the District.

SECTION SIX: When employee shall be tested

A. **Testing based on reasonable cause.** Each employee shall be drug tested when there is reasonable cause to believe the employee is using a prohibited drug. The decision to test must be based on a reasonable and articulable belief that the employee is using a prohibited drug as specified in Section One (a) hereof, and there are specific, contemporaneous physical, behavioral, or performance indicators of probably drug use. At least one of the employee's supervisors who are trained in detection of the possible symptoms of drug use, shall substantiate the decision to test an employee.

B. **Post-accident testing.** As soon as possible, but no later than thirty-two (32) hours after an accident, each employee who performance either contributed to the accident, or cannot be completely discounted as a contributing factor to the accident, shall be drug tested. If an employee is injured, unconscious, or otherwise unable to evidence consent to the drug test, all reasonable steps must be taken to obtain a urine sample. The District may decide not to test under this paragraph, but such decision must be based on the best information available immediately after the accident that the employee's performance could not have contributed to the accident or that, because of the time between that performance and the accident, it is not likely that a drug test would reveal whether the performance was affected by drug use. The Unions will be informed as to the specific reason particular employees are selected for testing under this Section.

C. **Random Testing:** The District may administer, during each twelve (12) months, a number of random drug tests at a rate equal to fifty (50) percent or less of its employees. Employees will be selected for testing by using a random number table or a computer-based random number, payroll identification number, or other appropriate identification number.

D. **Return to Duty Testing:** An employee who does not pass a drug test may not return to duty until the employee passes a drug test administered under this part and the medical review officer has determined that the employee may return to duty. An employee who returns to duty shall be subject to a reasonable program of follow-up drug testing without prior notice for not more than twelve (12) months after the employee's return to duty.

E.

SECTION SEVEN: All cost for testing will be paid by the District. In the event an employee is required to remain out of work while awaiting test results and/or pursuant to a non-disciplinary suspension under this Policy, he will be compensated by the District at the rate of his applicable rate of pay, in accordance with the working agreement for the time period involved, in the event the individual ultimately tests negative.

SECTION EIGHT: Review Drug Testing

A. **MRO Appointment.** The District shall designate or appoint a medical review officer (MRO). The MRO must be a licensed physical with knowledge of drug abuse disorders.

B. **MRO Duties:** The MRO shall perform the following functions for the District:
(b) (1). Review the results of drug testing before they are reported to the District.
(b) (2). Review and interpret each confirmed positive test result as follows to determine

if there is an alternative medical explanation for the confirmed positive test result:

- (b) (2) (i). Conduct a medical interview with the individual tested.
- (b) (2) (ii). Review the individual's medical history and any relevant biomedical factors.
- (b) (2) (iii). Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally prescribed medication.
- (b) (2) (iv). If necessary, require that the original specimen be re-analyzed to determine the accuracy of the reported test result.
- (b) (2) (v). Verify that the laboratory report and assessment are correct.
- (b) (3). Determine whether and when an employee who refused to take, or did not pass, a drug test administered under procedures provided in this Policy may be returned to duty.
- (b) (4). Determine a schedule of unannounced testing, in consultation with the District, for an employee who has returned to duty.
- (b) (5). Ensure that an employee has been drug tested in accordance with the procedure provided in this Policy before the employee returns to duty.

C. **MRO Determinations.** The following rules govern MRO determinations:

- (c) (1). If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.
- (c) (2). If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result, other than the unauthorized use of a prohibited drug, the MRO shall refer the individual tested to an employee assistance program, or to a personnel or administrative officer for further proceedings in accordance with the District's anti-drug program.
- (c) (3). Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test is scientifically insufficient for further action. Under these circumstances, the MRO should conclude that the test is negative for the presence of a prohibited drug metabolite in an individual's system.

SECTION NINE: Any employee who tests positive and enters himself into the drug treatment program and produces a negative drug test will then be able to return to work. In the event that employee once again begins abusing drugs and voluntarily admits that he needs to re-enter the program, he will be allowed; however, in the event said employee is discovered, either by random drug test or by reasonable cause, that he is abusing, he will be given one more attempt in the treatment program. The third time, said employee will be terminated from his employment.

SECTION TEN: There shall be established an Employee Assistance Program (EAP) whose functions shall be to aid in resolving employee drug problems, providing counseling and assistance to employees who self-refer for treatment or whose drug test results are positive, and monitoring employee progress through treatment and rehabilitation. The employee shall be responsible for bearing any cost of treatment recommended by the EAP. The employee shall not return to work unless and until the supervisor of the EAP recommends such return to work, and the employee submits to a drug test and the results are negative. All results and discipline will be removed from the employees file after five (5) years of successfully completing the treatment program.

Dated: _____

FOR THE DISTRICT:

METRO EAST SANITARY DISTRICT

By:  _____
President Board of Commissions

FOR THE UNION:

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 148**

By:  _____
Business Manager

By:  _____

