

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the International Union of Operating Engineers, Local 399 (“Union”), and DuPage County (“County”), collectively referred to herein as the “Parties.”

WHEREAS, the Parties have entered into a collective bargaining agreement covering the certified bargaining unit effective December 1, 2019 to November 30, 2025 (the “CBA”),

WHEREAS, on December 21, 2021, the Parties executed a memorandum of understanding which added a Personal Leave of Absence provision (“PLOA”) to the CBA;

WHEREAS, the Parties enter into this Memorandum of Understanding to clarify application of the PLOA policy, and to add to the CBA the following: 1) a minimum salary increase when an employee is promoted; 2) a structure for the Union to refer qualified candidates to the County when there are job openings within the bargaining unit; and 3) a Maintenance Tech training and apprenticeship program.

NOW, THEREFORE, the parties hereto agree as follows:

1. When applying the PLOA:
 - A) When a bargaining unit member is not working due to illness, sickness or injury which is not protected by the Family Medical Leave Act, the County may place the employee on a personal leave of absence as defined by the PLOA;
 - B) Pursuant to Article IX, Section 2 of the CBA (Holiday pay eligibility), if an employee is on a PLOA due to illness, sickness or injury, then during the first 30 calendar days of such a PLOA only, the employee is eligible for holiday pay if the employee is on a paid status the week in which the holiday falls and uses accrued sick, personal, compensatory or vacation time pay to receive compensation for the full workday immediately preceding and immediately following the holiday.
 - C) To be clear, an employee will not receive holiday pay if the holiday occurs within the first 30 calendar days of the PLOA and the employee has no accrued sick, personal, compensatory or vacation time to use for the full workday immediately preceding and immediately following the holiday. Further, employees on PLOA are not eligible for holiday pay under any circumstances when the holiday occurs more than 30 calendar days after the PLOA began.

2. The Parties add to the end of Article VII, Section 1 of the CBA (Minimum Salaries for Bargaining Unit Positions), "Employees promoted within the bargaining unit shall receive the minimum salary listed in this Section or a 5% promotional increase, whichever is greater."

The Parties agree that this promotional increase is in addition to any merit adjustment for which the employee may be eligible pursuant to Article VIII Section 3 of the CBA. The promotional adjustment and any merit increase are different types of compensation.

The Parties further agree that this promotional increase shall be applied retroactively to November 14, 2022 and April 30, 2023 for Bob Peterson and Kirk Konieczka, respectively.

3. The parties agree to add a new section to Article XV (Miscellaneous) of the CBA as follows:

The Employer will provide notice to IUOE Local 399 of its intent to hire Employees to fill vacancies in job classifications covered by this Agreement at the facilities. When requesting applicants, the Employer shall state the qualifications applicants are expected to possess. The Union will furnish applicants for the job vacancies specified by the Employer within 21 days of receiving notice of the vacancy. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law.

All applicants furnished by the Union will be required to complete the online application process. The Employer agrees to offer an interview to the top two (2) candidates on the list, as determined solely by the employer, meeting the minimum qualifications for the position referred by the Union. Nothing herein prohibits the Employer from hiring from outside sources or agencies. The Employer shall be the sole judge of an applicant's suitability, competence, and qualifications to perform the work of any job to be filled.

4. The parties agree to add the following as Article XV (Miscellaneous), Section 13(b) of the CBA as follows:

Section 13(b). Training and Apprenticeship Programs. Facilities Management Maintenance and Power Plant Divisions may provide one Maintenance Tech to be assigned to power plant on the day shift to perform preventative maintenance and repairs, and to work alongside stationary engineers as a career advancement opportunity for training to be a stationary engineer for 2 years as an apprentice. This position will be a posted opportunity for an existing maintenance staff person with no increase in headcount. If no person applies

for this position, then with the next vacancy due to retirement or separation, the position will be posted externally after the appropriate internal promotions have been accommodated. No guarantee will be made that the person will be reclassified as a stationary engineer at the end of the apprenticeship period. The apprenticeship period will not count towards seniority under this Agreement. Salary for this position will be set by the Employer.

Facilities Management Maintenance Division may also create one Maintenance Tech Apprentice to be assigned to the Maintenance Division for two (2) years to perform preventative maintenance and repairs, and to work alongside senior maintenance technicians and maintenance technicians as a career advancement opportunity for training to be a maintenance technician. The Maintenance Tech Apprentice salary during the first year of the training period shall be the employee's salary when the apprenticeship begins, or 80% of the starting Maintenance Technician salary, whichever is greater. During the second year of training, the salary shall be the employee's adjusted wage rate in the employee's classification, or 90% of the starting Maintenance Technician salary, whichever is greater.

Upon completion of the 2 year training period, when an open position is available and posted, the Maintenance Tech Apprentice is eligible to apply, and upon applying the County shall grant the Apprentice an interview. There shall be only one maintenance tech apprentice position in replacement of the part-time maintenance technician. No guarantee will be made that the person will be reclassified as a maintenance technician at the end of the apprenticeship period. The apprenticeship position will not count towards seniority under this agreement. Salary for this position will be set by the Employer.

5. This agreement sets forth the entire agreement between the parties regarding the matters stated herein.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 399**

By: _____

Date: 1/30/24

DUPAGE COUNTY

By: _____

Date: _____