

AGREEMENT

Between

COUNTY OF DUPAGE

And

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 399- COMMUNITY SERVICES

1/4/2025 - 4/30/2027

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PREAMBLE

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

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

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

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition. The county recognizes the Union as the sole and exclusive bargaining representative for all full-time employees of the County of DuPage working as a Housing and Energy Inspector, as certified in ILRB Case S-RC-25-008.

Excluding all supervisory, confidential, managerial, and short-term employees as defined by the Act and all other employees of the County of DuPage. A full-time employee shall be defined as an employee who is regularly scheduled to work at least thirty-seven and a half (37.5) hours per week. The term “employee” or “employees” as used in this Agreement shall only refer to employees who are specifically included in the above described bargaining unit unless the context clearly require otherwise. A successor employer shall recognize the International Union of Operating Engineers, Local 399, as the bargaining representative for bargaining unit employees.

Section 2. Grant Funded Positions. Any employee whose employment is contingent on grant funding and grant outcomes shall be provided a copy of the grant to include all conditions of funding, obligations and performance measurables upon written request.

Section 3. Union’s Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union shall indemnify, defend, and hold the County, its officers, officials, agents and employees, harmless against any claims, demands, suits or other forms of liability arising from any failure on the Union’s part to fulfill its duty of fair representation.

Section 4. Information Provided to the Union. Within thirty (30) days of effective date, the County shall provide to the Union in writing the following information concerning bargaining unit members:

- New hires
- Promotions
- Changes in positions
- Terminations

ARTICLE II
DUES CHECKOFF

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

Section 2. Indemnification. The Union shall indemnify and hold harmless the County, its elected officials, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the County for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization or notice which is furnished pursuant to the provisions of this Article. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues check off provision.

ARTICLE III
NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination. In accordance with all federal, state and local laws regarding Equal Opportunity, which includes the Americans with Disabilities Act, neither the County nor the Union will discriminate against any employee covered by this Agreement with regard to employment, tenure or any other term or condition of employment on the basis of race, color, sex, age,

religion, creed, national origin, ancestry, marital status, political belief, veteran status, or sensory, mental or physical disability. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. Employees are also encouraged to contact the DuPage County Human Resources Department, or their union representative, should they have any concerns regarding potential discriminatory actions.

ARTICLE IV

GRIEVANCE PROCEDURE

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

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

STEP 1 – Immediate Supervisor/Division Head

Any employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor/division head, specifically indicating that the matter is a grievance under this Agreement. A division head shall be an individual that has direct knowledge and oversight of the day-to-day schedule and assigned responsibilities of the individual filing the grievance. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested.

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

STEP 2 – Department Head

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Department Head within ten (10) working days after receipt of the immediate supervisor's written response. The written appeal shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Department Head, or his designee, shall discuss the grievance with the grievant and an authorized representative of the Union, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Department Head, or his designee, shall provide a written answer to the grievant and the Union within ten (10) working days following their meeting.

STEP 3 – Director of Human Resources

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

STEP 4 – Pre-Arbitration Meeting

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

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

- (a) If the grievance is appealed to arbitration, the Union and the DuPage County Office of the State's Attorney shall attempt to agree upon an arbitrator within five (5) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) working days, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators. In the event that a panel of arbitrators cannot be obtained through FMCS, a panel of arbitrators will be requested through the Illinois Labor Relations Board. The parties shall alternatively strike the name of an arbitrator, with the party requesting arbitration making the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.
- (b) The arbitrator shall be notified of his/her selection through a joint letter from the Union and the DuPage County Office of the State's Attorney and shall be requested to set a time and place for the hearing, subject to the availability of the Union and County representatives.
- (c) The arbitrator shall endeavor to submit his decision in writing within thirty (30) working days following the close of the hearing or the submission of briefs, whichever is later.

- (d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (e) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the County and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

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

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

Section 5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) working days after the first occurrence of the event-giving rise to the grievance. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, or if no response was received generally stating the basis upon which the employer is denying the grievance, the aggrieved employee may elect to treat the grievance as denied at the step

and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

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

ARTICLE V

DISCIPLINE PROCEDURE

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

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

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

ARTICLE VI
PROBATIONARY PERIOD, SENIORITY, LAYOFF AND RECALL

Section 1. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of up to twelve months. New employees are required to successfully complete the State of Illinois mandated Training Certification Program (TCP) within twelve months of their effective date in the Housing and Energy Inspector job classification. New employees who are unable to obtain this certification within this timeframe will not pass their probationary period and shall be released from employment. During the probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the County. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the County in a position covered by this Agreement. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

Section 2. Definition of Seniority. Seniority shall be defined as the length of continuous full-time employment since the last date of hire as a Housing and Energy Inspector Job classification covered by this Agreement.

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

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

- (a) Quits;

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

Section 5. Layoff. These Housing and Energy Inspectors are funded in whole by external grants and are subject to immediate termination if the grant funding is reduced or ceases for any reason. The County retains the right to decide in its sole discretion whether to seek renewal of any grant. Such decision is not grievable. The County shall make a good faith effort to provide the Union with notice of the County's decision not to seek renewal of the grant or if the grant funds have been reduced or withdrawn for any reason. If funding sources change, this contract shall be subject to renegotiation. The County, in its sole discretion, shall determine whether layoffs are necessary. If the County decides to lay off any employees covered by this Agreement, the Union will be immediately notified. If it is determined that layoffs in any position covered by this Agreement are necessary, probationary employees in said classification shall be laid off first, followed by the least senior employees in the classification, provided the County determines that the remaining employees in the classification can fully perform the remaining work.

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

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

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

2. An employee shall be paid for earned, but unused sick time, and vacation time as specified in the manner outlined in Article X: Vacations and Article XI: Leaves Of Absence.
3. An eligible employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for the dependent coverage.
4. An employee shall have the right to apply for vacancies in any position covered by this Agreement which the County has decided to fill, provided the County has the right to determine whether the employee is qualified to fill any such vacancy. If two or more employees on layoff apply for the same position which the County is seeking to fill and the County has determined that their qualifications are equal, the position shall be awarded to the employee with the greatest seniority.
5. An employee shall also have the right to maintain eligibility for recall by applying to the re-employment registry in the Human Resources Department within (1) one month from the effective date of his layoff. The employee shall remain active on the re-employment registry for (1) one year from the date of his layoff.
6. If an employee is recalled within one (1) year of a layoff, the amount of sick leave that the employee had as of the effective date of the layoff shall be restored, unless the employee

received monetary compensation or IMRF service credits, as allowed by Illinois law, for accrued sick time at the time of his layoff.

7. Upon recall, the seniority of an employee will be adjusted by the length of the layoff.

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

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. Schedule and Work Week. The regular schedule for employees covered under this agreement shall consist of five (5) consecutive days totaling 37.5 hours of work. Regular days off shall be Saturday and Sunday.

The workweek shall begin at 12:01 A.M. on Monday and end at 12:00 midnight the following Sunday.

If funding for these programs are reduced or cease for any reason, or if it is no longer effective to manage these programs under the current structure, the County does not guarantee that 37.5 hours of work per week on a 52 week basis will be provided.

Section 2. Normal Pay Cycle. The normal pay cycle shall be fourteen (14) days.

Section 3. Overtime Pay. Employees shall be paid one- and one-half times their hourly rate of pay for all hours worked in excess of 40 hours in their normal work week.

For the purpose of calculating overtime, the sixth day of work in a workweek shall be defined as the first regular scheduled day off, provided that the Housing and Energy Inspector has worked and/or received pay for time not worked due to a holiday (including personal/sick time), vacation, jury service or funeral leave on each regular workday of the workweek, and the seventh day of work in a workweek shall be defined as the second regular scheduled day off, provided that the Housing and Energy Inspector has worked and/or received pay for time not worked due to a holiday (including personal/sick time), vacation, jury service or funeral leave on all of the other days in the workweek.

Section 4. Compensatory Time. In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time blocks shall be of a minimum of two-hour increments. Compensatory time off shall be scheduled and approved the same as vacation time off. Employees may not accumulate more than thirty-seven and one half 37.5 hours of compensatory time at any one time. On the first pay period in May of every year, all accumulated compensatory time over fifteen (15) hours will be paid out. Employees may request to cash out their accumulated compensatory time prior to the first pay period in May one time per year. After the initial thirty-seven and one half 37.5 hours of compensatory time is accrued between May 1 and April 30, the option to earn compensatory time off in lieu of paid overtime shall be by mutual agreement of the employer and employee. The ability to store, or not store, in excess of thirty-seven and one half 37.5 hours or accumulate more than thirty-seven and one half 37.5 hours of compensatory time will not be considered a grievable issue

Section 5. No Pyramiding. Compensation shall not be taken more than once for the same hours under any provision of this article or agreement.

ARTICLE VIII

SALARIES & COMPENSATION

Employees shall be paid according to the schedule in Addendum A.

ARTICLE IX

HOLIDAYS

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

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

Section 3. Holiday During Scheduled Day Off. In the event a holiday falls upon a Saturday, the preceding Friday shall be deemed the official holiday. In the event a holiday falls upon a Sunday, the following Monday shall be deemed the official holiday.

Section 4. Personal Days.

As part of this bargaining process, the County and the union have agreed to waive the paid leave for all workers act in favor of the Personal Days Policy as described below.

All employees covered by this bargaining agreement shall receive 5 personal days each year. The personal days may be taken any time during the calendar year subject to the advance approval of the Department Head or his designee. Personal days may not be carried over into the next year.

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

COMPLETION OF SIX (6) MONTHS OF CONSECUTIVE SERVICE:

January - March	5 Days
April - June	3 Days
July - September	1 Day
October - December	0 (none)

Section 5. Authorized Closings. On the days when the County Board declares an emergency and allows employees to go home early with pay, or stay at home with pay, bargaining unit employees who are not given the time off shall be granted compensatory time at straight time for all hours actually worked during their shift.

ARTICLE X

VACATIONS

Section 1. Eligibility Amount.

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

VACATION SCHEDULE

YEARS OF CONTINUOUS SERVICE	VACATION DAYS PAID ANNUALLY	HOURS PER WORK WEEK	ACCRUED HOURS PER MONTH
0 through the completion of the fourth (4) year	10 Days	37.50 Hours	6.25 Hours
Beginning of the fifth (5) year through the completion of the ninth (9) year	15 Days	37.5 Hours	9.37 Hours

Beginning of the tenth (10) year through the completion of the nineteenth (19) year	20 Days	37.5 Hours	12.50 Hours
The beginning of the twentieth (20) year or more	25 Days	37.5 Hours	15.63 Hours

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

Vacation is accrued and awarded on a monthly basis.

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

Section 3. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference in each work unit being made on a basis of an employee's length of continuous service in the classification. Requests for vacation time of one (1) day or less should be submitted at least twenty-four hours in advance. Requests for vacation time of two (2) days or more should be submitted at least two (2) weeks in advance. It is expressly understood that the final right to designate vacation period and the maximum number of employee(s) who may be on vacation at any one time is exclusively reserved by the County in order to ensure the orderly performance of the services provided by the County

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

Section 5. Vacation Pay Upon Termination. If the employee elects to receive paid vacation upon voluntary termination, the paid vacation shall be computed on the basis of the employee's base salary in effect at the time of the voluntary termination and no additional benefits will accrue or

be paid during said vacation. If an employee does not give at least two weeks advance written notice of decision by the employee to terminate his/her employment with the County, up to eighty (80) hours of vacation pay may be withheld by the County. Upon separation, vacation paid after the last day worked shall not be used to extend an employee's length of service.

Section 6. Request for Vacation Payout. Once an employee has completed five (5) years of continuous service the employee may elect to receive monetary payment for up to five (5) days of his vacation accrual at full value. Upon completion of fifteen (15) years of continuous service, an employee may elect to receive monetary payment for up to ten (10) days of vacation at full value. Vacation payouts may only occur one time per calendar year.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Sick Leave. All employees covered by this Bargaining Agreement, who have completed one (1) month of continuous service with the County, shall be entitled to sick leave. Sick Leave is a benefit in recognition that employees may occasionally be absent because of various illnesses or injuries. Employees covered by this Bargaining Agreement will accrue eight (8) sick days annually. Sick time credits will accrue on a monthly basis at a rate of five (5) hours.

A. Sick time hours accrued and banked, may be used during the course of employment for the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons as stated within the Policy handbook.

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

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

Notification of Sick Leave

1. Vacation and Compensatory time will not be used for sick call-ins unless extenuating circumstances exist with approval of the Department Head or designee.
2. An employee calling in sick must call in to his or her supervisor, or the designated supervisor, before his or her assigned start time.
3. If an employee fails to contact his or her supervisor directly on the same day, the absence may be unpaid at the direction of the supervisor.
4. An employee must notify his supervisor or designated supervisor for each shift which he is unable to work. Each call should follow the above guidelines.
5. A doctor's note will be required of employees who are out for three (3), or more, days.
6. An employee must work the week in which the holiday falls and must work his/her full schedule work days immediately preceding and following the holiday; if absent on either of those days, the employee must submit a doctor's note upon return in order to be paid for the holiday.

Payout For Accrued Sick Time. Effective August 13, 2024, employees that have accrued sick time with monetary value may request a payout for a portion, or all, of this accrued sick time benefit without submitting a notice of separation from the County, as follows:

1. Employees hired up to and including November 1, 2005, are eligible for payment of accrued sick time earned prior to December 1, 2011, at a rate of 100% of their current payrate.
2. Employees hired after November 1, 2005, are eligible for payment of accrued sick time earned prior to December 1, 2011, at a rate of 50% of their current payrate.
3. A Request for Payment of Accrued Sick Leave – PRE-FY12 Sick Bank form must be completed and submitted to receive this payout.
4. A request for payment of accrued sick leave may be made up to four (4) times per year and will be processed on the last pay period of each quarter of the calendar year (last pay period of March, June, September and December).

PROCEDURES

1. Sick time will not accrue during any personal leave of absence or during any medical leave of absence greater than thirty (30) days.

2. Eligible employees may receive payment for accrued, unused sick time as indicated below, based on employment date.
3. Effective December 1, 2011, all sick time hours accrued, unused, and banked will be frozen for purposes of eligibility for monetary compensation. This accrued, unused and banked sick time will continue to be eligible for pay based upon years of service at the time of separation, as outlined below, unless an Early Distribution payout is taken.

For employees hired prior to November 1, 2005:

- A. The employee has the option to either:
 1. Receive monetary compensation for accrued, unused, sick time, at a rate of 100% of their current payrate; or
 2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

For employees hired after November 1, 2005:

- A. For an employee who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:
 1. Receive monetary compensation for accrued, unused sick time at 50% of the value no more than one time per calendar year; or,
 2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

Employees may request payments by completing and submitting the Request for Payment of Accrued Sick Leave for sick time with monetary value as described above up to four (4) times per year. Payments of these requests are paid out the last pay date of each quarter (March, June, September and December) within the calendar year.

4. Sick time earned after December 1, 2011, has no monetary/cash value and may be accrued up to a maximum of 120 days. This bank will be maintained separately from sick time banked prior to December 1, 2011. Sick time may be used as follows:
 - a. For the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons as stated within the Policy handbook.

- b. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.
- 5. Employees may not request payment for any sick time that has not yet been earned.
- 6. Employees who have been rehired shall accrue sick time as of their rehire date, unless the employee is separated for less than thirty (30) days as a result of layoff or employer-initiated separation. In that case, if the separation is less than thirty (30) days, the accrual shall continue from the original date of hire

Donated Sick Time.

- A.) **Eligibility.** To qualify, the employee requesting donated sick time must:
 - a. Have a non-work-related serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA) and an estimated date of return to full duty from a health care provider; or
 - b. Have a spouse, domestic partner, or dependent who resides in the employee's household with a serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA);
 - c. Have an insufficient amount of accrued and unused sick time and vacation time to cover the estimated period of absence;
- B.) **Approval.** Upon approval of an employee's request for donated sick time, the Human Resources Department shall:
 - a. Notify bargaining unit members of the requesting employee's need for donated sick time while respecting the employee's right of privacy; and
 - b. Approve payment of any such donated sick time to the requesting employee up to the amount of donated leave, or the hours necessary to the employee with their regular, straight time pay for such pay period, whichever is less.
- C.) **Donating Sick Time.** A bargaining unit member may donate accrued and unused sick time to any other Local 399 Community Services bargaining unit member who has been approved to receive donated sick time as long as the donating bargaining unit member retains a sick leave balance of at least 37.5 hours after deduction of the hours offered for donation.
 - a. Donations of sick time shall be in one-hour increments.

D.) Use of Donated Sick Time

- a. A bargaining unit member receiving donated sick time shall be paid at their regular rate regardless of the rate of pay of the employee donating such leave.
- b. Sick time shall be deducted from donating bargaining unit members in the order donated and shall be credited to the receiving bargaining unit member's account on pay day up to the amount necessary for the bargaining unit member to be paid their regular two weeks' pay. No sick time shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick time donated by a bargaining unit member that is not used shall remain in the account of the donating bargaining unit member.
- c. A bargaining unit member using donated sick time shall be in active pay status and shall accrue sick time and be entitled to any other benefits they would normally receive. All sick time or other paid leave provided to, or accrued by, a bargaining unit member while using donated sick time shall be used in the following pay period first before donated sick time is used.
- d. A bargaining unit member approved to receive donated sick leave shall be eligible to receive such leave until the bargaining unit member:
 - i. Returns to full duty; or
 - ii. Exhausts all donated leave; or
 - iii. Has been on donated sick leave for a total of six months.

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

E.) Donated Sick Leave

- a. A bargaining unit member requesting the use of donated sick time must submit a Request to Receive Donated Sick Time Form, to the Human Resources Department along with a written certification from a health care provider of the employee's serious health condition, on a Health Certification Form, and an estimated date of the bargaining unit member's return to full duty, must be attached to the request.

- b. Upon approval of a request for donated sick time, Human resources shall complete a Notice to Donate Sick Time and forward copies to each bargaining unit members.
- c. Bargaining unit members wishing to donate sick time to a fellow bargaining unit member eligible for donation shall complete their portion of the Notice to Donate Sick Time, sign and date it (including the time of signature) and return it to Human Resources.
- d. Human Resources shall confirm the bargaining unit members wishing to donate sick time have sufficient balance to do so and shall allocate sick time pursuant to this Article.

Section 2. Jury Leave. All employees covered by this Bargaining Agreement shall receive Jury Leave equivalent to the provisions adopted within the DuPage County Board Employee Policies and Guidelines, and all applicable County Board Resolutions through the length of the contract.

Section 3. Military Leave. Employer agrees to comply with all applicable Federal and State laws relative to Military service of employees.

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

Section 5. Parental Leave. All employees covered by this Bargaining Agreement shall receive Parental Time equivalent to the provisions adopted within the DuPage County Board Employee Policies and Guidelines, and all applicable County Board Resolutions through the length of the contract. During the end of program year close out and compliance, which is defined as the period from June 1st to July 15th, employees are not eligible to take time off under the Parental Time policy. Additionally, any dates that fall after the qualifying event but within this timeframe will not count toward the six months allowed following the qualifying event. Any dispute over an alleged violation of this section may be pursued through the appropriate step in the grievance procedure prior to arbitration.

Section 5. Family Medical Leave (FMLA). Employer agrees to comply with all applicable Federal and State laws relative to Family Medical Leave and may take any actions consistent with such laws.

Section 6. Personal Leave of Absence. All employees covered by this Bargaining Agreement shall receive Personal Leave equivalent to the provisions adopted within the DuPage County Board Employee Policies and Guidelines, and all applicable County Board Resolutions through the length of the contract.

ARTICLE XII

BENEFITS

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

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

Section 3. Retention. All employees covered by this Bargaining Agreement who are eligible for retention benefits shall receive Retention payouts pursuant to the provisions adopted within the DuPage County Board Employee Policies and Guidelines, and all applicable County Board Resolutions through the length of the contract..

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

ARTICLE XIII
MANAGEMENT RIGHTS

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

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

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

ARTICLE XIV
UNION RIGHTS

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

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

Section 2. Labor-Management Committee. At the request of either party, the Union and the County shall endeavor to meet quarterly to discuss matters of mutual concern that do not involve negotiations. The Union may invite bargaining unit members (not to exceed one (1)) and/or non-employee representatives of the Union (not to exceed two (2)) to attend such meetings. The County may invite County representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting and a copy of any such written agenda shall be provided to the Director of Human Resources. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If a meeting is scheduled during an employee's regularly scheduled hours of work, the employee shall be released from work to attend such meeting without loss of pay. The Labor-Management Committee is intended to improve communications and shall be advisory only.

The parties agree that the performance appraisal form used by the County with respect to the employees covered by this Agreement may be discussed at Labor-Management Committee meetings, with the understanding that any recommendations or suggestions for changes in the performance appraisal form used in evaluating such employees shall be advisory only.

ARTICLE XV
MISCELLANEOUS

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

Section 2. Drug Testing. All bargaining unit employees shall follow the County policy on Drug-Free Workplace.

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

Section 4. County's No Smoking Policy. All bargaining unit employees shall follow the County policy on Smoking Within DuPage County Facilities and in Vehicles. Given this policy and the nature of work conducted by the Housing & Energy Inspectors, smoking is also prohibited inside and within twenty-five (25) feet of any entrances, exits, windows that open, and ventilation intakes for any client's home or County job site.

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

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

unit represented by the Union, the County shall provide the Union with a copy of the job description for such new or combined job classification prior to the effective date.

Section 7. Prescription Safety Glasses and Protective Gear. Bargaining unit employees who are subject to assignments or situations necessitating protective eyeglasses shall be reimbursed for purchasing prescription safety glasses from an employer approved vendor as follows:

- a. Reimbursement may be made once every two years.
- b. The Employer shall reimburse one hundred dollars (\$100) for the cost for one (1) pair of prescription safety glasses.
- c. The Employer further agrees to replace glasses should an employee's original pair become damaged/broken on the job.

Section 8. Training and Apprenticeship Programs. All required training and recertification training for the Housing and Energy Inspectors as determined by the County, shall be paid for by the County.

Section 9. County Vehicles. All bargaining unit employees shall have the option to use a County provided vehicle to training classes and other work-related events, when available. County vehicles shall not be used for personal use. The County shall pay the cost of all fuel, maintenance, tolls, insurance and any other expenses associated with the County provided vehicle.

Section 10. Telework. The employees covered by this agreement and having completed their TCP Certification may be eligible to request Telework in accordance with the Telework Policy from The County Board Employee Policies and Guidelines, and all applicable County Board Resolutions through the length of the contract. DuPage County will not suffer any loss in productivity as a result of this arrangement.

Section 11. Grant Compliance. Any employee whose employment is contingent on grant funding and grant outcomes shall be provided a copy of the grant to include all conditions of funding, obligations and performance measurables upon written request. The parties agree that all work performed under this project must be completed satisfactorily in accordance with the conditions outlined in the grants received to fund the project. All work must meet or exceed the requirements

specified in the grants and be completed within the timelines and standards established therein. Bargaining Unit members shall comply with all conditions of the grant, including but not limited to all obligations, performance requirements, and any other terms or conditions set forth by the grant. If a Bargaining Unit member's performance or conduct is deemed unsatisfactory by the County, the County may terminate the individual's employment at any time by providing written notice.

ARTICLE XVI

NO STRIKES

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

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

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

ARTICLE XVII

ENTIRE AGREEMENT

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

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to the impact of the County's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. During the term of this Agreement, the Employer and the Union may jointly modify this Agreement, which shall be binding on the Employer, the employees, and the Union. The bargaining unit employees covered by this Agreement and the County shall ratify any proposed amendment which shall bind the parties in favor of said modification.

ARTICLE XVIII

SAVINGS CLAUSE

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

ARTICLE XIX

DURATION AND TERM OF AGREEMENT

Section 1. Termination. Unless otherwise specifically provided herein, this Agreement shall be effective as of the day after it is executed by both parties and shall remain in full force and effect to and including April 30, 2027, and shall continue in full force and effect from year to year thereafter unless notice is served by either party on the other at least ninety (90) days prior to the date of expiration or succeeding anniversary dates.

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[SIGNATURES TO FOLLOW]

COUNTY OF DUPAGE

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

Print Name/Title:

Print Name/Title:

Signature

Signature

(Date)

(Date)

Addendum A: Wages

Minimum Salaries. Bargaining Unit positions shall not be subject to maximum salary ranges for the term of the contract. Upon ratification, the minimum salary for new hires and current employees shall be as follows:

New Hire	\$60,000
TCP Certified Only	\$63,000
Energy Auditor and TCP Certified	\$64,000
Energy Auditor, TCP, and BPI Quality Control Certified	\$66,500

All current employees will be brought to their new qualified certification minimum on the first pay date after the first full pay period subsequent to ratification. Any employee currently over the BPI QCI Certified minimum will receive a one-time payment of \$1,200, with no salary adjustment.

Cost of Living Adjustments. Bargaining unit members shall receive increases to their existing wage rates the first full pay period of December as follows:

FY 2026	2%
FY 2027	2%

The parties further understand and agree that if the County, by Resolution, increases hourly wages for non-bargaining unit employees in FY26 or FY 27 by more than two (2) percent as a cost-of-living adjustment, then this bargaining unit shall receive the same percentage cost-of-living adjustment.

Retro Pay:

To be eligible for retroactive pay, a bargaining unit member must have been employed with the County prior to January 4, 2025, and remain employed within the Bargaining Unit on the ratification date. This wage adjustment shall be retroactive for all hours paid to each employee from January 4, 2025, through contract ratification, where their current rate of pay is less than the Minimum Salaries section outlined in Addendum A. These computed number of hours for each employee will be paid at a rate equivalent to their certification level outlined in the Minimum Salaries section of Addendum A. This retroactive pay shall be paid to the employee on or before the second full payroll period following contract ratification. Retroactive pay shall only be eligible to employees that were employed with the County prior to January 4, 2025, and remain employed within the Bargaining Unit on the contract ratification date.