

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 January 30, 2024, the Parties executed a memorandum of understanding which added 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.

WHEREAS, the Parties enter into this Memorandum of Understanding to clarify and to add to the CBA the following: 1) To allow for Water and Wastewater operators with Operator-In-Training (OIT) certification, status as defined by the Illinois Environmental Protection Agency (IEPA) to be considered for employment; 2) a revision for the Union to refer qualified candidates to the County when there are job openings within the bargaining unit and 3) a revision to clarify the apprentice position will be required to work second and/or third shift(s) on occasion;

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties add to the end of Article VIII, Section 5 of the CBA Wastewater Facilities Operators and Water Facilities Operators. “Operator –In– Training (OIT) status will be considered for external and internal applicants. A newly hired or promoted Waste Water or Water Facilities Operator must possess a valid license with no restrictions within 6 months of hire or promotion.”
2. 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 vacancies in job classifications covered by this Agreement at the facilities and its intent to fill those vacancies. When providing notice of intent to fill said vacancies, the Employer shall state the necessary qualifications of the job classification to be filled. The Union will furnish names of applicants for referrals, for the vacancies in job classifications specified by the Employer, within 14 calendar days of receiving notice of the intent to fill said vacancies . This notification provision specifically excludes training &

apprenticeship program positions, defined in Article XV (Miscellaneous), Sections 12 and 13 of the CBA. The 14-day posting requirement may be extended per the department request. 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 for referral 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.

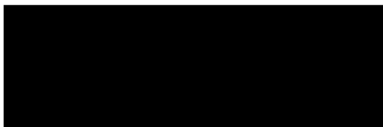
3. The Parties agree to amend the first paragraph of Article XV (Miscellaneous), Section 13(b) of the CBA as follows

Section 13(b). Training and Apprenticeship Programs. Facilities Management Maintenance ("Maintenance Technician Apprentice") and Power Plant Divisions ("Power Plant Apprentice") 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. Second and/or third shift work will be required to fully learn the job duties, specific work schedules will be mutually agreed to. 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.

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

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

DUPAGE COUNTY



By: _____

By: _____

Date: _____

Date: _____