



## AGENDA – Administration Committee

Thursday, April 16, 2026

6:15 PM

- I. Roll Call
- II. Approval of the March 19, 2026 Administration Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of March 19, 2026 Administration Committee Meeting of the DuPage Water Commission.

- III. Resolution No. R-28-26: A Resolution Authorizing the Execution of a 12-month Consulting Agreement with CDW-G for IT Cyber Security at a cost of \$140,257.30
- IV. Resolution No. R-32-26: A Resolution Recommending approval of a collective bargaining agreement between the DuPage Water Commission and the International Union of Operating Engineers Local 399 (AFL-CIO)

RECOMMENDED MOTION: To recommend approval of Items 2 and 3 of the Administration Committee Report section of the Commission meeting agenda.

- V. Old Business
- VI. New Business
- VII. Executive Session

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss the setting of a price for sale or lease of property owned by the DuPage Water Commission 5 ILCS 120/2(c)(6), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (Roll Call).

RECOMMENDED MOTION: To come out of Executive Session (Voice Vote).

- VIII. Adjournment

**Minutes of a Meeting  
of the**

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**ADMINISTRATION COMMITTEE**

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DuPage Water Commission  
600 E. Butterfield Road, Elmhurst, Illinois

March 19, 2026

- I. Commissioner Romano called the meeting to order at 6:17 PM.  
Commissioners in attendance: K. Romano, D. Van Vooren, J. Zay  
Commissioners absent: S. Greaney, A. Honig  
Also in attendance: D. Mundall
- II. Commissioner Romano asked for a motion to approve the Minutes of the February 19, 2026 Administration Committee Meeting, as amended. Chairman Zay moved, seconded by Commissioner Van Vooren, unanimously approved by a voice vote. All aye, motion carried.
- III. Commissioner Romano asked for a motion to approve Resolution No. R-22-26, a Resolution Authorizing the Execution of a Consulting Agreement with Park Place Technologies, LLC for IT Network Managed Services in accordance with Article VIII of the DuPage Water Commission Bylaws, at a cost of \$32,261.28 annually. Commissioner Van Vooren moved, seconded by Chairman Zay, unanimously approved by a voice vote, all aye, motion carried.
- IV. Commissioner Romano asked for a motion to approve Resolution No. R-26-26, a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. Commissioner Van Vooren moved, seconded by Chairman Zay, all aye, motion carried.
- V. Commissioner Romano asked for a motion to approve Resolution No. R-27-26, a Resolution approving Task Order #2 under a Master Services Agreement with Raftelis, Inc. for Cost-of-Service model review and report, at a not to exceed amount of \$28,000. The point was made that the Master Services never expire once approved. It was stated that this practice needs to be reviewed and old agreements should be updated and/or closed. Chairman Zay moved, seconded by Commissioner Van Vooren, unanimously approved by a voice vote, all aye, motion carried.
- VI. Old Business  
No Old Business was offered.
- VII. New Business  
No New Business was offered.

VIII. Executive Session

No Executive Session was required.

IX. Adjournment

Commissioner Van Vooren moved to adjourn the meeting at 6:23 PM, seconded by Chairman Zay, unanimously approved by a voice vote. All aye, motion carried.

Meeting adjourned at 6:23 PM.



**Resolution #:** R-28-26

**Account:** 01-60-629000

**Approvals:** *Author / Manager / Finance / Admin*

**DC RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 4/9/2026

**Description:** **A Resolution Authorizing the Execution of a Consulting Agreement with CDW-G for IT Cyber Security.**

**Agenda Section:** Administration Committee

**Originating Department:** Systems & Information Technology

Resolution No. R-28-26 would approve a Consulting and Network Cyber Security Services Agreement with CDW-G in connection with the Commission's Administrative and SCADA Networks for a twelve-month term.

The Commission utilizes the Enterprise and Operational Technology networks to perform critical daily operating tasks. Cyberattacks are increasing annually and the utility sectors are finding themselves targeted more frequently. Historically the Commission has used a variety of IT security solutions to address network security. The Commission's objective for IT and OT Cyber Security is to be at the forefront protecting our critical enterprise and control network systems.

With the escalation of cyberattacks against critical infrastructure and utilities, the Commission enhanced its IT security with Mandiant's Managed Defense service in 2018, formerly known as FireEye. This service provides round-the-clock monitoring, mitigation, and remediation support against various cybersecurity breaches and threat actors. It has proven useful in blocking malicious attacks, protecting our systems from ransomware and malware, and continuously safeguarding our network and end users. The Mandiant Enterprise Network Security solution enables rapid detection and response to evasive threats missed by traditional defenses, across network/web, email, local devices, and file systems.

The Mandiant Managed Defense service is broken down into two cost elements: the NX appliance licensing and bandwidth capacity, and the annual cost for the managed defense team coverage and support. This year's renewal of the managed defense service will be \$140,257.30 compared to last year's service agreement, which came at a cost of \$133,137.69. There has been no change to the number of nodes and bandwidth, the subscription has increased by 5% after being relatively steady for the past few years.

Being critical infrastructure, the Commission staff recommends the continued use of the Mandiant service under CDW-G, a governmental purchasing vendor, and authorize the General Manager to execute a twelve-month agreement with CDW-G in the amount of \$140,257.30.

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**Recommended Motion:**

Motion to approve Resolution No. R-28-26

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-28-26**

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A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT  
WITH CDW-G FOR CYBER SECURITY SERVICES

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the DuPage Water Commission staff desires to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain continuous Cyber Security monitoring and mitigation through CDW-G to be approved by the Commission; and

WHEREAS, the DuPage Water Commission staff is recommending the renewal of the Cyber Security monitoring and mitigation services;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: A Consulting Agreement between the DuPage Water Commission and CDW-G for Cyber Security Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Consulting agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Cyber Security Services shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Consulting Agreement by CDW-G.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2026/R-28-26.docx

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EXHIBIT 1

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Thank you for choosing CDW. We have received your quote.

# QUOTE CONFIRMATION

### Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

**SANGHYO KIM,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVKS649	3/24/2026	PVKS649	1306820	<b>\$140,257.30</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>MANDIANT MANAGED DEFENSE</b> Mfg. Part#: MD-CV-US-BASE Managed Defense Full Coverage Base - 1 Year Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	1	7504340	\$133,197.30	\$133,197.30
<b>MANDIANT MGD DEF FC NODE</b> Mfg. Part#: MD-CV-US-NODE Managed Defense Full Coverage Node Electronic distribution - NO MEDIA Contract: Sourcewell-State of IL R-257160 GOV ONLY (25-448DOIT-TELEC-P-80070)	200	7504753	\$35.30	\$7,060.00

<b>SUBTOTAL</b>	\$140,257.30
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$140,257.30</b>

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------

**Billing Address:**

DUPAGE WATER COMMISSION  
ACCTS PAYABLE  
600 E BUTTERFIELD RD  
ELMHURST, IL 60126-4642  
**Phone:** (630) 834-0100

**Payment Terms:** Net 30 Days-Govt State/Local

**Shipping Address:**

DUPAGE WATER COMMISSION  
SANGHYO KIM  
600 E BUTTERFIELD RD  
ELMHURST, IL 60126-4642  
**Phone:** (630) 834-0100

**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

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**Resolution #:** R-32-26

**Account:** 01-60-611200

**Approvals:** *Author / Manager / Finance / Admin*

**PDM RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 4/7/2026

**Description:** **Recommendation to approve collective bargaining agreement between the DuPage Water Commission and the International Union of Operating Engineers Local 399 (AFL-CIO)**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

The collective bargaining agreement with IUOE 399 will expire on April 30, 2023. DWC administrative staff commenced negotiations with IUOE 399 in January 2026 and has been engaged in negotiations since that time. I am pleased to report that negotiations progressed well and have now concluded; the attached 3-year contract, terminating April 30, 2026 is recommended for approval.

Notable changes from the previous contract include the following:

- Section 5.4: clarification of procedures to attempt to backfill positions during Lead Operator employee leave with Lead Operator classified employees.
- Increase of shift premium from \$1.50/ hr to \$1.70/hr in 2026 and \$1.90/hr in 2027, and \$2.10 in 2028.
- Revision of vacation accrual to cause employees to accrue their 3<sup>rd</sup> week of vacation at the beginning of their 4<sup>th</sup> year of service rather than the end of their 4<sup>th</sup> year of service (Section 11.1)
- Establishment of 5/1/2026 Wage increase at 3.5% and establishment of a 2% floor for years two and three of the contract.
- Modification of Merit Based Longevity pay wage increase from \$1.10 to \$1.50/hr (Section 23.3)

### **Recommended Motion:**

It is recommended that Resolution R-32-26 be approved authorizing execution of a three-year collective bargaining agreement with the International Union of Operating Engineers Local 399.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-32-26**

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A RESOLUTION AUTHORIZING APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (AFL-CIO)

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the collective bargaining agreement with IUOE 399 contract terminated on April 30, 2023; and

WHEREAS, the DuPage Water Commission received a notice of contract reopener on January 5, 2026; and

WHEREAS, DWC has engaged in good-faith negotiations with employees and representatives of IUOE local 399, and are in agreement with all parties that the collective bargaining agreement term ending April 30, 2029 attached hereto as Exhibit 1 is favorable to all parties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Collective Bargaining Agreement between the DuPage Water Commission and the International Union of Operating Engineers Local 399, term ending April 30, 2029, attached hereto as Exhibit 1 is hereby approved.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Cuzzone, N.				
Fennell, J.				
Greaney, S.				
Honig, A.				
Noonan, T.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
James F. Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2026/R-32-26

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EXHIBIT 1

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DELETE PAGE IF NO ATTACHMENT

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 399 (AFL-CIO)**

**AND**

**DuPAGE WATER COMMISSION**

**MAY 1, 2026 THROUGH APRIL 30, 2029**

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## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **AGREEMENT**

This Agreement has been made and entered into by and between the DuPage Water Commission (hereinafter referred to as the "Employer" or the "Commission") and the International Union of Operating Engineers Local 399 (AFL-CIO) (hereinafter referred to as the "Union"), on behalf of certain employees described in ARTICLE I.

## **ARTICLE I** **RECOGNITION**

### **SECTION 1.1. RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and part-time employees employed in the following titles: Assistant Water Operator (now known as Assistant Operator); Lead Water Operator (now known as Lead Operator); Control Room Operator (now known as Operating Coordinator); Field Maintenance Technician (now known as Senior Technician or Field Maintenance Technician, depending upon qualifications and experience); Field Maintenance Coordinator; Meter Technician (now known as Instrumentation and Metering Technician), Instrumentation and Metering Coordinator, Senior Instrumentation Technician, Instrumentation Technician, Field Maintenance Technician, Senior Pipeline Technician, Utility Locator, Pipeline Maintenance Technician and Maintenance Technician; and excluding all other employees of the Employer as

set forth in the bargaining unit certified by the Illinois Labor Relations Board in Case No. S-UC-(S)-17-073, and as clarified in Case No. S-UC-23-106.

## **SECTION 1.2. PART-TIME EMPLOYEES**

Part-time employees are not eligible to earn benefits or participate in the Employer's benefit programs. The only exception is if required by law.

## **ARTICLE II RIGHTS OF EMPLOYER**

It is understood and agreed that the Commission retains all traditional, statutory, and constitutional rights and authority to manage and operate the employees of the Commission in all respects, including, but not limited to, all rights and authority exercised by the Commission 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 create, combine, modify, and eliminate positions within the Operations and Instrumentation Department and the Pipeline and Remote Facilities Department, however, prior to any elimination of positions within those Departments, the Commission and the Union will meet and discuss alternatives;
- f) Suspend, discharge, demote, 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 or by other employees or persons not covered by this Agreement;
- i) Determine the number of hours of work and shifts per workweek and assign overtime;
- j) Maintain efficiency of operations and services of the Operations and Instrumentation Department and the Pipeline and Remote Facilities 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 positions and 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.

### **ARTICLE III** **UNION RIGHTS**

#### **SECTION 3.1. UNION ACTIVITY DURING WORKING HOURS**

Authorized agents of the Union shall have access to the Employer's establishment during business hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to; provided that both: (a) the Union agent provides notice to the General Manager (or designee) at least twenty-four (24) hours prior to the visit (unless otherwise agreed to by the General Manager (or designee)), and (b) the Union agent shall not interfere with the Employer's business operations or the work performed by the employees. Covered employees shall not engage in Union business during working hours unless otherwise agreed to by the General Manager (or designee) and shall ask for and obtain permission before leaving their jobs in order to conduct Union business so that covered

employees' conduct of Union business shall not interfere with the Employer's business operations or the work performed by the employees.

### **SECTION 3.2. UNION BULLETIN BOARD**

The Employer shall provide a Union bulletin board at the work location. The board shall be for the sole and exclusive use of the Union. The Union agrees not to post or display any inappropriate, offensive or discriminatory information on the bulletin board.

## **ARTICLE IV UNION DUES/FAIR SHARE CHECK OFF**

### **SECTION 4.1. DEDUCTIONS**

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, PAC, or fees;
- (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the Government Salary Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) calendar days prior to its effective date.

The Union shall certify the current amount of Union deductions.

## **SECTION 4.2. HOLD HARMLESS**

The Union shall hold and save the Employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

## **ARTICLE V HOURS OF WORK AND OVERTIME**

### **SECTION 5.1. REGULAR WORKDAY AND REGULAR WORKWEEK**

(A) The regular workday for lead operators is comprised of twelve (12) hour shifts of actual working time. The regular workday for all other bargaining unit employees is comprised of eight (8) hour shifts of actual working time.

(B) The regular workweek for lead operators alternates between thirty-six (36) and forty-eight (48) hours of actual working time, except for authorized leaves, subject to the remaining provisions of this Article. The regular workweek for all other bargaining unit employees is forty (40) hours of actual working time, except for authorized leaves, subject to the remaining provisions of this Article.

(C) Employees may be assigned to be “on call,” which is defined as when an employee is required to respond to a request to work an overtime assignment and is required to work such overtime assignment. Employees “on call” shall be required to mobilize immediately and to report to the work assignment location within sixty (60) minutes of being contacted by a supervisor or a supervisor’s designee, unless otherwise authorized by such supervisor or designee. When assigned to be "on call", the lead operators or other bargaining unit employees will be required to promptly respond when called. An employee's failure, when “on call,” to promptly respond when called is a serious matter and may result in disciplinary action and loss of "on call" status pay in the absence of an explanation deemed acceptable

to management. If the Commission exercises its right to end this practice, the parties agree to meet and discuss an alternate scheduling arrangement to address the change.

(D) Nothing in this Article should be construed as a guarantee of hours of work or days of work per day, week or year, for any classification of employees.

(E) In the event that the Employer has a need to change the regular work schedule of a covered employee, the Employer will provide fourteen (14) days of advance notice to the Union, in the absence of an emergency or unanticipated need.

## **SECTION 5.2. MANDATORY REST PERIOD**

Employees will not be allowed to work more than eighteen (18) hours in a twenty-four (24) hour period.

## **SECTION 5.3. OVERTIME COMPENSATION**

The compensation paid employees for overtime work shall be as follows:

(A) Except as provided for in this Agreement, a bargaining unit employee shall be paid at one and one-half (1-1/2) his/her regular hourly rate of pay when in approved pay status (excluding sick time) in excess of forty (40) hours per workweek.

(B) Non-working time in approved pay status (other than sick time) shall be counted as "time worked" for purposes of computing overtime compensation.

## **SECTION 5.4. OVERTIME DISTRIBUTION**

(A) Employees will be expected to perform any reasonable amounts of overtime work when assigned to them.

(B) The Employer will attempt to offer overtime work as equally as appropriate under the circumstances among those bargaining unit employees with the same position title within the Department (*e.g.*, lead for lead, assistant for assistant, technician for technician, etc.) who usually

perform the type of work at issue; then within the entire bargaining unit; provided, however, that completion of any overtime assignment does not violate the Employer work rules such as that stated in SECTION 5.2. Notwithstanding the foregoing, the Employer is authorized to continue its historical practice of utilizing non-bargaining unit employees to perform what may be described as “bargaining unit work,” including what would otherwise be deemed overtime work for bargaining unit members.

In instances where a shift-scheduled Operator utilizes available personal leave, vacation leave, or sick leave when scheduled to work an overnight 6:00 p.m. to 6:00 a.m. shift or on a holiday or on a weekend, attempts to backfill the vacancy with a shift-scheduled Operator will be made, before backfilling the shift with a Daytime Lead Operator.

(C) The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, compulsory overtime work may be scheduled in situations when there is a business need to do so; if this occurs, the Employer will provide advance notice when practical.

(D) If the full-time personnel who would have usually worked the overtime refuse it or are unavailable, the Employer may work part-time, temporary or non-bargaining unit personnel on said overtime without violating this Agreement.

(E) No overtime compensation shall be paid more than once for the same hours worked or deemed worked under this or any other Article (*i.e.*, no pyramiding allowed).

#### **SECTION 5.5. EXTENSION OF THE WORK DAY**

For any employee required to report to work earlier than his/her regular starting time or to stay at work later than his/her regular quitting time, such earlier or later time shall be added to the regular day's work and paid at his/her regular or overtime rate, if applicable. Alternatively,

with the approval of the General Manager (or designee), the employee may leave work prior to the end of the regular shift for that day.

#### **SECTION 5.6. CALL BACK PAY**

A “call back” is defined as an official assignment of work which does not continuously precede or follow an employee’s regularly scheduled work hours. Except for an employee who is on-call regularly (*e.g.*, Utility Locator), an employee who has been called back to work after the close of one regularly scheduled work day and before the beginning of the next regularly scheduled work day shall be paid a minimum of three (3) hours of pay from the actual starting time of work at his/her regular or overtime rate, if applicable. If said three (3) hour minimum overlaps with the next regular scheduled workday, this will be treated as an extension of the workday under SECTION 5.5. If an employee who is regularly on-call is called back to work for an assignment that can be performed remotely (*e.g.*, clearing JULIE tickets), such employee shall perform such work remotely, and shall be compensated at 15 minute increments for such overtime work, but if such employee is required to report to a work site in order to perform such call-back assignment, then the employee shall be entitled to the minimum payment on the same conditions as other bargaining unit members.

#### **SECTION 5.7. ALTERNATING SHIFT ROTATION PREMIUM PAYMENT**

Effective May 1, 2026, a bargaining unit employee is eligible for a "Shift Rotation" premium payment equal to \$1.70 for each hour in approved pay status (other than sick time) pursuant to a regular work schedule that is subject to rotation/alternating days on and off in order to meet the business demands of the Commission. Such “Shift Rotation” premium shall be increased to \$1.90 per applicable hour, effective May 1, 2027, and increased to \$2.10 per applicable hour, effective May 1, 2028. This premium is payable quarterly in arrears. This

premium payment is not earned or available if a change in an employee's work schedule occurs due to factors other than an employee's assignment to a permanent work schedule which is subject to regular rotation in order to meet the business demands of the Commission.

## **ARTICLE VI** **SENIORITY**

### **SECTION 6.1. SENIORITY DEFINED**

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer. For purposes of layoff, an employee's seniority shall be the period of the employee's most recent employment with the Employer in the Operations and Instrumentation Department or the Pipeline and Remote Facilities Department in the current title. Employees who are employed as Technician Trainees or Operator Trainees ("Trainees") shall not establish nor have any seniority, while holding the title of Trainee.

### **SECTION 6.2. BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken by (a) voluntary resignation, (b) discharge for just cause, (c) retirement, (d) failure to return from a leave of absence as scheduled (without approval or as allowed by law), (e) failure to work for any reason in excess of twelve (12) months (except in the case of layoff after eighteen (18) months), and/or (f) being absent for three (3) consecutive days without reporting off.

### **SECTION 6.3. SENIORITY LIST**

Once each year the Employer shall make available upon a request a bargaining unit seniority list showing the seniority of each employee. The seniority list shall be accepted and final thirty (30) calendar days after it is issued, unless protested by the Union or an employee in writing.

## **SECTION 6.4. PROBATIONARY EMPLOYEES**

An employee is probationary for the first twelve (12) months of employment and can be discharged for any or no reason. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. Employees who are employed as Trainees shall be probationary employees the entire time that they are employed as Trainees. If a Trainee is retained as a permanent, non-trainee employee, pursuant to SECTION 23.4 of this Agreement, seniority shall commence upon assumption of the permanent, non-trainee position. During this period of probation, no grievance may be filed by or on behalf of such employee.

## **ARTICLE VII** **LAYOFF AND RECALL**

### **SECTION 7.1. DEFINITION AND NOTICE**

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) calendar days' notice of any layoffs, except in emergency or other unanticipated situation(s) wherein such period of notice may be reduced.

### **SECTION 7.2. GENERAL PROCEDURES**

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in ARTICLE VI provided the employee selected to be retained has the present ability to perform the available work. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees shall be laid off or terminated, as the case may be.

If a more senior employee has the present ability to perform the available work in a lower level job within the Department, the employee may "bump down" the less senior employee in the lower job (based on total time employed with the Commission in that Department) to avoid being laid off. For purposes of this provision, a control room operator is above the level of an assistant operator but below the level of a lead operator.

### **SECTION 7.3. RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off employees shall be placed on a layoff list for eighteen (18) months. Employees shall be recalled in seniority order provided the employee has the present ability to perform the available work as determined by the Employer. No part-time or seasonal employees will be hired to do bargaining unit work during this time if contrary to this provision. After eighteen (18) months on layoff, an employee shall lose his/her seniority.

## **ARTICLE VIII DISCIPLINARY PROCEDURES**

### **SECTION 8.1. EMPLOYEE DISCIPLINE**

The Employer agrees with the tenets of progressive and corrective discipline in appropriate cases, and that it shall be imposed only for just cause. When appropriate, progressive discipline may include but not be exclusive of the following progressive steps of priority as determined by management based on all of the facts presented, including the nature of the offense, the employee's overall work record, etc.:

- (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,
- (D) Discharge with documentation of such maintained in the employee's personnel file.

Upon request of the employee, a representative of the Union (or designee from bargaining unit if no other representative is present or immediately available) shall be allowed to be present and participate in hearings where there is a reasonable likelihood that disciplinary action may occur. Participation by the Union may not unreasonably delay or postpone any discussion, hearing, or imposition of disciplinary action.

The parties agree and acknowledge that there may be circumstances when progressive discipline is not appropriate and the Employer has the discretion to skip step(s) in the progressive discipline procedure. In some cases, unpaid suspension(s) or even immediate termination (with no prior warnings) may result from even a first offense as determined by management.

## **SECTION 8.2. RIGHT TO REPRESENTATION**

Prior to any investigatory meeting with an employee that reasonably is expected to result in disciplinary action against that employee, the employee shall be informed of his/her rights to Union representation.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### **SECTION 9.1. GRIEVANCE DEFINED**

A grievance is defined as any claim of violation of this Agreement.

### **SECTION 9.2. PROCESSING OF GRIEVANCE**

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of

employees shall be made applicable to the appropriate employees within that group.

### **SECTION 9.3. GRIEVANCE STEPS**

#### **STEP ONE: Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor**

The Union may submit a written grievance to the Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor within ten (10) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Operations and Instrumentation Department Supervisor or Pipeline and Remote Facilities Department Supervisor or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

#### **STEP TWO: General Manager**

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the General Manager (or designee) within ten (10) business days of the response in Step One or when such response was due. The General Manager or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The General Manager or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the General Manager or designee shall respond to the grievance in writing within ten (10) business days of receipt of the

appeal.

### **STEP THREE: Arbitration**

If the grievance remains unsettled after the response in Step Two, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Two response. The Union shall request the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to 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.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited

arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

#### **SECTION 9.4. GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain the basis of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An inaccurate reference to a date or section citation on the form shall not alone be grounds for denial of a grievance provided the grievance was timely filed on the appropriate form. A copy of the form currently in use is attached as Exhibit A.

#### **SECTION 9.5. SETTLEMENTS AND TIME LIMITS**

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of business days of the Employer's last answer will be considered settled on

the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by mutual agreement.

**ARTICLE X**  
**HOLIDAYS**

**SECTION 10.1. GENERAL INFORMATION**

The Commission provides eight (8) hours of paid time off to all eligible employees on the following holidays (to be determined by the actual date of the holiday in all cases for eligible bargaining unit employees):

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day

**SECTION 10.2. SPECIFIC APPLICATIONS**

(A) If the Employer declares any additional holiday(s) as a Commission paid holiday for employees not covered by a collective bargaining agreement, such date(s) shall be considered holiday(s) for all eligible bargaining unit employees.

(B) All eligible bargaining unit employees shall receive eight (8) hours' pay for each holiday, in addition to the rate of pay provided in subsection (C) below if applicable; provided, however, that part-time and short-term employees, employees on excused absence without pay for the entire payroll week that includes the holiday, and employees on a paid or unpaid leave of absence that includes the holiday are not eligible for holiday pay.

(C) Employees who work on any of these holidays shall be paid one and one-half (1-1/2) times such employee's regular rate for all hours actually worked, up to eight (8) hours, and shall be paid two and one-half (2 ½) times such employee's regular rate for all hours actually worked in excess of eight (8) hours. Employees who are not regularly scheduled to work on a holiday and who actually work on a holiday shall be guaranteed a minimum of four (4) hours at one and one-half (1.5) times such employee's regular rate, in addition to holiday pay pursuant to subsection (B) above, if applicable.

(D) The employee whose shift falls partly within and partly without the holiday (12:01 A.M. to 12:00 midnight) shall receive pay of 1.5 or 2.5 times their regular rate (as determined by subsection (C) above), if at least one-half of the hours of such employee's shift actually worked fall within the actual holiday listed above.

(E) There shall be no pyramiding of holiday overtime payments.

### **SECTION 10.3. HOLIDAY PAY**

In no event, however, shall an eligible employee receive more than eight (8) hours' holiday pay for each holiday listed above.

### **SECTION 10.4. PERSONAL LEAVE**

All eligible employees with 0-25 years of service shall be entitled to sixteen (16) hours off with pay for personal leave, to be used in each calendar year. After completing 25 years of service, employees shall be entitled to sixteen (16) additional hours of personal leave annually, for a total of thirty-two (32) hours annually. Employees shall notify the Employer of his/her intent to use his/her personal leave at least seventy two (72) hours in advance of the personal leave day, when the employee has advance notice of the need to take the personal leave. Personal leave can be used in half-day increments only (except with the prior approval of the General Manager or

designee). Unused personal leave cannot be carried over from one calendar year to the next.

## **ARTICLE XI** **VACATIONS**

### **SECTION 11.1. VACATION ACCRUAL**

Eligible bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

Effective 5/1/2026:

80 hours/year	0-3 years of service
120 hours/year	4th through 9th years of service
160 hours/year	10th through 17th years of service
200 hours/year	18th and all subsequent years of service

Except as provided below in this Section, shifts of paid vacation leave shall accrue, *pro rata*, at the rates set forth above, but shall be credited for use only at the end of each regular pay period, *pro rata*, at a rate based on twenty-six (26) regular pay periods per year (*e.g.*, vacation begins accruing the first month of employment at the accrual rate for eighty (80) hours per year, and then begins accruing after forty-eight (48) months of employment at the accrual rate of one hundred twenty (120) hours per year, etc.). Vacation leave may be used only after it is credited for use.

### **SECTION 11.2. VACATION USAGE**

Employees are encouraged to use available paid vacation leave for rest, relaxation, and personal pursuits within one (1) year after it is accrued. In the event that accrued vacation leave is not used within such period, an employee may carry unused vacation leave forward for a maximum of one (1) additional year. If an employee's total amount of unused vacation leave reaches an amount equal to two (2) times the employee's total annual vacation leave benefit, no further accrual of vacation leave will be allowed until the employee uses paid vacation leave and brings the accumulated total below the aforesaid limit. Accrual of paid vacation leave will be

suspended during any period of unpaid leave, except for military leave. Employees generally may not work and be paid in lieu of taking a vacation.

Earned vacation may be taken in increments of one-half day or more. Employees must provide as much advance notice as possible, but in no event less than seventy two (72) hours, to their supervisor of their desire to schedule vacation time in accordance with the requirements of the Commission. In the event that two (2) or more employees request the same vacation dates and the Commission cannot grant all of the requests, preference generally will be given on the basis of the employees' length of service if requested prior to the year in which the vacation will be taken; otherwise preference generally will be given in the order in which the requests are received. However, the Commission reserves the right to approve or change scheduled vacations depending on Commission needs.

### **SECTION 11.3. VACATION PAY AT TERMINATION**

Upon termination of employment, employees will be paid for unused vacation leave that has been accrued in accordance with this Agreement through the date of termination.

## **ARTICLE XII** **SICK LEAVE**

### **SECTION 12.1. SICK LEAVE ACCRUAL**

The Commission provides paid sick leave to all full-time employees. Paid sick leave may be used for an employee's own sickness, injury, childbirth, disability, or hospitalization, or for the sickness, injury, disability or hospitalization of a person in the employee's immediate family. Immediate family for sick leave purposes means the employee's spouse, children (adopted and step), and parents. Paid sick leave also may be used for appointments with doctors, dentists or other healthcare providers. However, employees are expected to make all reasonable efforts to schedule such appointments outside of their normal working hours. Paid sick leave

may be used by non-exempt employees in one half (1/2) hour increments.

Paid sick leave is credited to eligible employees at the rate of one (1) eight (8)-hour shift for each full month of service and will accumulate to a maximum of one hundred twenty (120) eight (8)-hour shifts. Paid sick leave cannot be taken in advance of earning the time.

#### **SECTION 12.2. SICK LEAVE USAGE**

Paid sick leave is a benefit provided by the Commission, for the purposes set forth in Section 12.1 of this Agreement. Paid sick leave may be withheld pending the submission of proof of illness in the form of a physician statement verifying an illness, injury or disability for the dates of paid sick leave requested. The Commission may request at any time proof of illness, especially where a pattern of abuse is present or in cases of excessive or chronic absenteeism.

Before taking paid sick leave, employees must provide their supervisor with notice as far in advance as possible under the circumstances.

Paid sick leave must be used only for legitimate reasons consistent with this Article. Any abuse of this policy may result in non-payment of sick leave benefits and shall be grounds for disciplinary action. Abuse of this policy includes, but is not limited to: (1) the employee's failure to notify his/her supervisor of his/her intention to take paid sick leave when such notice was practicable; (2) the employee's failure to provide documentation for absence, as required; and (3) a continuing pattern of absences prior to or following regularly scheduled holidays, vacation or scheduled days off work.

### **ARTICLE XIII** **LEAVES OF ABSENCE**

#### **SECTION 13.1. DISABILITY LEAVE**

In the event of a temporary disability, an eligible employee may apply for disability payment through the Illinois Municipal Retirement Fund ("IMRF").

## **SECTION 13.2. DISCRETIONARY LEAVE OF ABSENCE**

An eligible employee can petition the General Manager (or designee) for a special leave of absence. Such leave of absence is without pay, seniority accrual or fringe benefits. A leave may be granted for good cause only if approved in advance by the General Manager (or designee).

The Commission will continue to provide Commission paid medical insurance for eligible employees on unpaid personal leave on the same basis as if an active employee and, at the employee's sole expense, for his or her dependents, for a period of thirty (30) calendar days or for such period as is permitted by the Commission's medical insurance plan in effect from time to time, whichever is shorter.

## **SECTION 13.3. BEREAVEMENT LEAVE**

In the event of a death in an eligible employee's "immediate family," such employee shall be entitled to a leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the States contiguous thereto, the employee shall be entitled to a maximum of five (5) consecutive days including the day of the funeral. During such leave, an employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (but not to exceed eight (8) hours per day).

The employee's "immediate family" shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, grandparent-in-law, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the

employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

#### **SECTION 13.4. JURY DUTY/WITNESS LEAVE**

An eligible employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive the difference between the amount the employee received for jury duty service and the amount employee would have earned in his/her regular base pay for the time spent in jury duty. The employee is required to immediately notify his/her supervisor of the need for jury duty time off.

The Commission also provides employees with paid time off to comply with a subpoena issued on behalf of the Commission (or by any party in a matter directly involving the Commission or the employee's employment with the Commission), provided the employee is not a party or third party beneficiary in the case.

#### **SECTION 13.5. MILITARY LEAVE**

The Employer shall comply with all federal and state laws regarding military leave.

#### **SECTION 13.6. VICTIM'S ECONOMIC SECURITY AND SAFETY LEAVE**

Eligible employees who are victims of domestic or sexual violence, or have a family or household member who is a victim of domestic or sexual violence, are permitted to take up to twelve (12) weeks of unpaid leave during any rolling twelve (12) month period as required by law. The eligibility requirements and time off benefits available under this Section will be construed in accordance with the law.

#### **SECTION 13.7. BLOOD DONATION LEAVE**

Eligible employees who have been employed by the Commission for at least six (6) months shall receive up to one (1) hour of paid leave every fifty-six (56) calendar days to donate

blood as required by law. However, employees may take leave only after obtaining approval from their supervisor. The eligibility requirements and time off benefits available under this Section will be construed in accordance with the law.

**SECTION 13.8. WAIVER OF PAID LEAVE FOR ALL WORKERS ACT**

In consideration of the Employer agreeing to provide paid sick leave, vacation leave, personal leave, and bereavement leave, bargaining unit employees hereby waive the paid leave provided by the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) and all provisions of said Act.

**ARTICLE XIV**  
**HEALTH INSURANCE**

The Employer shall provide health insurance through the Commission's group health insurance plan for eligible full-time employees and their eligible family members on the same basis and subject to the same terms, co-payment(s) of premiums, eligibility requirements and plan design or coverage changes as the other employees of the Commission who are not covered by a collective bargaining agreement (including any revisions thereto adopted by the Commission during the term of this Agreement). The cost of the program shall be shared by the Employer and employees in the same amount as the Commission's employees who are not covered by a collective bargaining agreement. The Commission may alter the plan coverage and premium payments for cost containment purposes after providing advance notice to the Union.

**ARTICLE XV**  
**EMPLOYEE TRAINING AND EDUCATION**

With the approval of the General Manager (or designee), eligible bargaining unit employees who voluntarily participate in an education program that is directly related to the type of responsibilities that the employee is regularly assigned to perform for the Commission, shall

be eligible for tuition reimbursement in accordance with the then applicable policy in effect at the Commission in the published Personnel Manual. This benefit is only available, however, in the event that the General Manager (or designee) approves the benefit and the benefit is funded by the Commission in the applicable budget year when the reimbursement is sought and the course is taken.

**ARTICLE XVI**  
**SAFETY**

**SECTION 16.1. COMPLIANCE WITH LAWS**

In order to maintain safe working conditions, the Employer and all covered employees shall comply with all laws applicable to the Commission's operations concerning the safety of employees and visitors of the Commission.

**SECTION 16.2. UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their safety and health are in imminent danger of serious bodily harm due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued if appropriate.

**ARTICLE XVII**  
**LABOR-MANAGEMENT MEETINGS**

**SECTION 17.1. LABOR-MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one (1) week of either party submitting an agenda to the other or at a time mutually agreed upon by the parties, and shall

be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative may attend these meetings. The Employer may assign appropriate management personnel to attend.

#### **SECTION 17.2. PURPOSE**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

#### **ARTICLE XVIII SUBCONTRACTING**

It is the general policy of the Commission to continue to utilize its employees to perform available work which they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the exercise of its business judgment. The Employer agrees to provide the Union advance notice in the event it elects to contract out bargaining unit work which is regularly performed by the covered employees.

#### **ARTICLE XIX UNIFORMS AND EQUIPMENT**

The Employer shall provide all employees with Commission required items of protective clothing, uniforms, shoes/boots and other safety gear, at no expense to the employee.

**ARTICLE XX**  
**PERSONNEL RECORDS**

**SECTION 20.1. RIGHT OF INSPECTION AND COPIES**

An employee will be granted the right to inspect his/her personnel records and make copies thereof in accordance with the Illinois Personnel Record Review Act; provided, however, that nothing in this ARTICLE XX can be the basis of a grievance under this Agreement.

**SECTION 20.2. DISCIPLINE ACTION IN PERSONNEL FILE**

No disciplinary action will be used against an employee in the progressive discipline procedure if it is more than two (2) years old; the only exceptions are suspensions of any length, and a disciplinary action for harassment and/or violence, which may be used for future discipline determinations for an indefinite period of time.

**ARTICLE XXI**  
**NO STRIKE / NO LOCKOUT**

**SECTION 21.1. NO STRIKE/SLOWDOWN**

During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of the Employer shall instigate, promote, sponsor, engage or participate in, or condone any strike of any kind, including but not limited to sympathy strikes, work slowdowns, sick outs, concerted stoppages of work, concerted refusals to work overtime, picketing, or any other intentional interruption or disruption of the operation of the Commission, regardless of the reason for doing so.

Any or all of the employees who violate any of the provisions of this Article may be subject to discipline or discharge by the Commission. Each employee who holds the position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. 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 21.2. NO LOCKOUT**

The Commission will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

#### **SECTION 21.3. PENALTY**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of SECTION 21.1 above is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

#### **SECTION 21.4. JUDICIAL RESTRAINT**

Nothing contained herein shall preclude the Commission or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

### **ARTICLE XXII** **NON-DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of, the Union.

**ARTICLE XXIII**  
**WAGES**

**SECTION 23.1. STEP UP PAY**

When an employee is designated by the General Manager (or designee) in writing to work in a higher classification for more than ten (10) working days, the employee shall be compensated with an additional five percent (5%) of their current rate while in that position.

**SECTION 23.2. MERIT BASED ADJUSTMENTS**

(A) The following merit based wage adjustments will be provided to eligible employees who were or are actively employed on the date of ratification in 2026 and on the following dates in 2026, 2027 and 2028, provided the employee satisfied the merit based standards throughout the period at issue:

Effective 5/1/26: The same percentage wage increases to be approved by the Commission for employees who are not covered by a collective bargaining agreement. ("Me Too" provision – determined to be 3.5%)

Effective 5/1/27: The same percentage wage increases to be approved by the Commission for employees who are not covered by a collective bargaining agreement, with a minimum increase of 2.0%. ("Me Too" provision)

Effective 5/1/28: The same percentage wage increases to be approved by the Commission for employees who are not covered by a collective bargaining agreement, with a minimum increase of 2.0%. ("Me Too" provision)

(B) The only portion of the Commission's pay and classification policy which is subject to the grievance and arbitration procedure is the reasonableness of the General Manager's (or designee's) determination, after the ratification date of this Agreement, about an employee's merit under this SECTION 23.2.

**SECTION 23.3. MERIT BASED LONGEVITY PAY**

(A) Commencing May 1, 2026, subject to the remaining provisions of this SECTION 23.3, eligible employees will receive a merit based longevity pay increase in the amount(s) indicated below upon reaching the stated period of "Completed Years of Competent Service," provided the employee has been at or above a "Competent" level of performance, as determined by the General Manager (or designee), for the stated number of years:

<u>Completed Years of Competent Service</u>	<u>Longevity Pay Adjustment (if earned)</u>
3	\$1.50 increase to base wage rate
5	\$1.50 increase to base wage rate
7	\$1.50 increase to base wage rate
10	\$1.50 increase to base wage rate
15	\$1.50 increase to base wage rate
20	\$1.50 increase to base wage rate
25	\$1.50 increase to base wage rate
30	\$1.50 increase to base wage rate
35	\$1.50 increase to base wage rate

(B) In determining whether an employee has met or exceeded a "Competent" level of performance, the Commission will look to the "Overall" rating on annual written performance evaluations, with a rating of "3" or better being deemed "Competent." Any change to the evaluation system shall be discussed with the Union prior to the effective date of implementation if it impacts this SECTION 23.3. The General Manager shall have the authority, in his sole discretion, to adjust an employee's "Completed Years of Competent Service."

(C) The only portion of the Commission's longevity pay system which is subject to the grievance and arbitration procedure is the reasonableness of the General Manager's (or designee's) determination, after the ratification date of this Agreement, about whether an employee has reached a level of "Competent" performance under this SECTION 23.3.

(D) Both parties recognize that the longevity pay system will be renegotiated each time the contract is re-negotiated and there is no guarantee that this longevity pay system will

remain in effect in successor or subsequent contract years.

#### **SECTION 23.4. TECHNICIAN TRAINEES AND OPERATOR TRAINEES**

The Employer may employ Trainee Technicians (“Technician Trainees”) and/or Trainee Operators (“Operator Trainees”) (jointly, “Trainees”) at the following rates of pay:

- First Year of Service - an hourly rate to be determined by the Employer, based upon the ascertained market hourly rate of pay;
- Second Year of Service - an increase of \$2 per hour above the previous hourly rate;
- Third Year of Service - an increase of \$2 per hour above the previous hourly rate.

Upon completion of three (3) full years of service, a Trainee shall be either retained as a Technician or an Operator, as applicable, at a rate of pay equal to the Employer’s ascertained market hourly rate of pay (considering the Trainee’s education, experience, training and demonstrated level of skills), or shall be laid off pursuant to Section 7.2 of this Agreement, as determined solely by the Employer. Employees who are employed as Trainees shall be probationary employees the entire time that they are employed as Trainees.

#### **SECTION 23.5. ON-CALL PAY**

Employees who are assigned by the Employer to be on-call not on a regular basis shall be compensated one (1) hour at their regular hourly rate of pay for each day that they are assigned and perform on-call duties. Employees who are regularly on-call (*e.g.*, Utility Locator) shall be compensated thirty (30) minutes per weekday (Monday-Friday) and one (1) hour per weekend day (Saturday or Sunday) for each day that they are assigned and perform on-call duties.

#### **SECTION 23.6. COMPENSATION FOR CERTIFICATION AND ACCREDITATION**

Employees shall receive the same payments as employees who are not covered by a collective bargaining agreement (“Me Too” provision) and as stated in the Personnel Manual, for obtaining an Illinois Certified Water Operator’s license, an NACE certification or a

Professional Engineer's license. With regard to attending training classes, if training is required, as determined by the Employer, the employee shall be permitted to attend such training during regular work hours and be compensated for such time. Attendance at required training outside of regular work hours shall also be compensated as work hours. In all other cases, employees will not be compensated for attending training outside of their regular work schedule.

**ARTICLE XXIV**  
**DRUG AND ALCOHOL POLICY**

The Drug and Alcohol Policy, in effect for all bargaining unit employees, will be the same as is then in effect for employees of the Commission who are not covered by a collective bargaining agreement (including revisions thereto). A copy of the Policy currently in effect is attached as Exhibit B.

**ARTICLE XXV**  
**FILLING OF VACANCIES**

**SECTION 25.1. POSTING**

The Employer will continue its practice of attempting to fill vacant positions with qualified current employees. Whenever the Employer determines there is a vacancy in an existing job classification that the Employer determines in its discretion needs to be filled or that a new position within the bargaining unit job has been created that the Employer determines in its discretion needs to be filled, a notice of such vacancy shall be posted on the Commission's bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

**SECTION 25.2. FILLING OF VACANCIES**

When a vacancy occurs in the bargaining unit that the Employer determines in its discretion needs to be filled, the Employer will fill that vacancy by employing the internal employee on layoff

for eighteen (18) months or less who is presently qualified to perform the available work to management's satisfaction. If no internal employee on layoff for eighteen (18) months or less is qualified, the Employer shall then hire an internal candidate, an external candidate or any other person not covered by this collective bargaining agreement to fill the vacancy based upon the Employer's assessment of each candidate's qualifications skills, performance, and other legitimate, non-discriminatory criteria. Any employee who expresses an interest in an open position will be given due consideration.

**ARTICLE XXVI**  
**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

**ARTICLE XXVII**  
**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 Commission 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 any subject or matter referred to or covered by this Agreement, including the impact of the Commission's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, even though specific aspects of such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The Union specifically waives any right it might have to impact bargaining for the life of this Agreement.

**ARTICLE XXVIII**  
**TERMINATION**

This Agreement shall be effective on May 1, 2026, and shall remain in full force and effect until April 30, 2029, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that is desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2026, at the DuPage Water Commission.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 399 (AFL-CIO)

DuPAGE WATER COMMISSION

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Patrick J. Kelly  
President/Business Manager

---

Paul D. May, General Manager

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Vincent T. Winters  
Recording-Corresponding Secretary

**EXHIBIT A**  
**GRIEVANCE FORM**

**IUOE LOCAL 399**  
**GRIEVANCE**

Name of Aggrieved Employee(s): \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Contract Provision Allegedly Violated: \_\_\_\_\_

Date of Violation: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Grievance presented to: \_\_\_\_\_ Date \_\_\_\_\_

**FACTS OF THE GRIEVANCE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RELIEF REQUESTED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Aggrieved Employee or Union Representative:**

\_\_\_\_\_  
\_\_\_\_\_

For union rep use only:

Employer representative \_\_\_\_\_

Employer contact info \_\_\_\_\_

Status \_\_\_\_\_

Notes \_\_\_\_\_

Resolution, withdrawal, other \_\_\_\_\_

Signature of aggrieved employee \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT B**

### **DRUG AND ALCOHOL POLICY**

#### **DRUG/ALCOHOL-FREE WORKPLACE**

##### **A. General Policy And Rules**

Drug and alcohol use and abuse not only threaten the health of the user, but also create a danger to the life and safety of fellow employees on the job. They also have an adverse effect on the quality of the products and services that we provide and are extremely costly in terms of absenteeism, reduced productivity, and related problems in the workplace. For these and other reasons, the Commission is committed to creating and maintaining a workplace free of drugs and alcohol.

Consistent with the foregoing, the Commission has adopted the following rules regarding drugs and alcohol. All employees are required to abide by these rules as a condition of their employment with the Commission:

1. The manufacture, distribution, dispensation, sale, possession, or use of alcohol, illegal drugs, or controlled substances while on duty or on Commission property is absolutely prohibited and will subject employees to immediate discharge. Employees who are impaired by or under the influence of alcohol, illegal drugs, or controlled substances, or who have any of the same present in their bodily systems, while on the Commission's property, while on duty, or while operating a vehicle or machine leased or owned by the Commission, also will be subject to discharge.
2. Off-the-job, illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or controlled substances may adversely affect an employee's job performance, the safety of other employees and the public, and the public's trust in the Commission and its ability to provide quality services. Accordingly, such conduct also will subject employees to disciplinary action, up to and including immediate discharge.
3. Employees taking a prescribed drug or controlled substance must maintain the same in the original container identifying the drug or substance, dosage, date of prescription, name of the person for whom it was prescribed, and authorizing physician. Employees also must review with their supervisor or the General Manager any work restrictions that should be observed while taking the prescribed drug or substance.
4. Employees are encouraged to report known violations of these rules directly to their supervisor or the General Manager. The Commission will use its best efforts to protect the anonymity of all employees involved and will treat the information as confidential.

5. Employees who recognize that they have a drug and/or alcohol problem are encouraged to voluntarily seek medical or other professional assistance to correct the problem. No employee will be disciplined or discharged for seeking such professional assistance. However, while seeking such assistance, the employee must continue to observe and comply with all Commission policies and rules, including those relating to the use and possession of drugs and alcohol. The employee therefore will not be insulated from disciplinary action, up to and including discharge, for violation of the Commission's policies and rules merely because he or she is seeking professional assistance or participating in a drug and/or alcohol rehabilitation program.
6. Employees must notify the General Manager of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

## **B. Definitions**

The following definitions apply for purposes of the Commission's drug/alcohol policy and rules:

1. The terms "drugs," "illegal drugs," and "controlled substances" include controlled substances as defined in the federal Controlled Substances Act (21 U.S.C. § 812 *et seq.*) and the Illinois Controlled Substances Act (720 ILCS 570/100 *et seq.*), and cannabis as defined in the Illinois Cannabis Control Act (720 ILCS 550/1 *et seq.*). The terms specifically include, but are not limited to, marijuana, cocaine, PCP, heroin, LSD, amphetamines, and barbiturates.
2. The term "Commission property" includes, but is not limited to, all Commission offices, work areas, lunch or break rooms, rest rooms, parking lots, buildings and grounds, vehicles, desks, and lockers, wherever located, which are owned, leased, or operated by the Commission, or which are used by employees in connection with the performance of their duties on behalf of the Commission.
3. The term "conviction" means a finding of guilt, including a plea of *nolo contendere*, or imposition of a sentence or both, by any judicial body charged with determining violations of federal or state criminal drug statutes.
4. The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, sale, possession, or use of any controlled substance.

### C. Drug and Alcohol Testing

In keeping with the Commission's commitment to safety, employees may be required to provide blood, urine, or other body substance samples for testing to determine the use of alcohol or drugs. Employees may be required to submit to alcohol or drug testing in any of the following situations:

1. Post-accident. Any employee who is involved in any accident while on duty, whether on or off the Commission's premises, may be asked to provide a body substance sample.
2. Reasonable Suspicion. Any employee demonstrating significant and observable changes in performance, appearance, behavior, speech, or other characteristics providing reasonable suspicion of the influence of alcohol or drugs may be asked to provide a body substance sample.
3. Random Testing. Any employee holding a safety-sensitive position may, at any time and on a random basis, be asked to provide a body substance sample. Any employee who has tested positive on any alcohol or drug test, and who is allowed to return to work following such test, may, at any time during the 12-month period following such return, be asked to provide a body substance sample.

The Commission may, in its sole discretion and in addition to any disciplinary action, require an employee who has tested positive on any alcohol or drug test to participate in an approved alcohol or drug counseling or rehabilitation program as a condition to being allowed to return to work.