

# Labor Agreement

INTERNATIONAL UNION OF OPERATING  
ENGINEERS,  
LOCAL 150, AFL-CIO

and

LAKE COUNTY

Public Works Department

~~December 1, 2016 through November 30, 2017~~  
December 1, 2017 through November 30, 2020



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## **PREAMBLE**

This Agreement is entered into by and between the County of Lake, Department of Public Works, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 150, Public Employees Department, hereinafter referred to as the "Union"

The purpose of this Agreement is to provide for an orderly collective bargaining relationship between the Employer and the Union, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to provide for the prompt and equitable resolution of grievances.

All parties mutually agree that their objective is for the good and the welfare of the County and the Union' members alike. All parties further agree that it is in the interest of collective bargaining and harmonious relations that they will at all times abide by the terms and conditions hereinafter set forth and agreed upon. The County and the Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all conduct so as to merit the trust and confidence of the general public and fellow employees.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## ARTICLE 1

### DEFINITION OF TERMS

The Following terms shall be interpreted as indicated below when used in this Agreement:

A.) "Employer" refers to the County of Lake.

B.) "Employee" refers to all bargaining unit employees in a classification covered by this Agreement, whether in an introductory, or regular full-time status.

C.) "Immediate Supervisor" shall be defined as an individual who has a supervisory title, first line supervisory responsibility and is outside the Bargaining Unit.

D.) "Introductory Employee" refers to any employee who has been working for the Department of Public Works for less than a minimum of six consecutive months regardless of whether that employee is a new employee of the County of Lake or an employee who has been rehired after leaving employment with the Department of Public Works or another department of the County of Lake. All introductory employees shall serve a minimum introductory period of at least six (6) consecutive months. The discipline, demotion, or discharge of an introductory employee shall not be a violation of this Agreement. An introductory employee has no right to use the grievance procedure contained in Article 7.

E.) "Temporary Employee" refers to any employee who has been hired on a seasonal or temporary basis and whose employment, at the time of hire, is intended to be of a limited duration or terminate at a specific date.

F.) "Agreement" refers to this collective bargaining agreement and its provisions.

**ARTICLE 2**  
**NON-DISCRIMINATION**

**Section 1. Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**Section 2. Non-Discrimination**

Nothing in this Agreement is intended to abridge or abrogate any state, federal or local law or ordinance pertaining to discrimination. No bargaining unit employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act, or on account of membership or non-membership in the Union. However, if such actions occur, they shall not be considered to be a violation of this Agreement and shall not be subject to the grievance procedure contained in Article 7. In such cases, the employee's sole remedy will be to bring a charge before the Illinois Labor Relations Board as provided under 5 ILCS 315/11 *et. al.*

**ARTICLE 3**  
**RECOGNITION**

The Employer recognizes the International Union of Operating Engineers, as the exclusive collective bargaining agents for all Lake County Department of Public Works employees in the following full-time regular job classifications and titles:

Electrician  
Automation and Control Technician  
Plant Mechanic  
Meter Technician  
Senior Meter  
Technician Operator  
Trainee Operator  
Senior Operator  
Utility Worker  
Senior Utility Worker  
Lead Utility Worker  
Engineering  
Technician  
Senior Engineering Technician

Excluded from the Bargaining Unit:

All other employees of the County of Lake Department of Public Works and all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act. Also excluded are seasonal and temporary employees.



**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**Section 1. Exclusive Rights**

Except as explicitly amended, changed or modified by this Agreement, the Employer retains and reserves, pursuant to Illinois Public Labor Relations Act, 5 ILCS 315 *et al.*, the exclusive right to manage its operations; to determine its policies, budget and operations; to set standards for services to be offered to the public; to set the manner in which it exercises its statutory functions and; to direct its working forces, including but not limited to:

- a) The right to select new employees and the right to direct the employees of the Department of Public Works including the right to promote, demote, evaluate, allocate and assign work and overtime;
- b) The right to suspend without pay, demote, discharge and take other disciplinary action against any employee covered by this contract for just cause;
- c) The right to relieve employees from duty when there is a lack of work, a pending investigation, a disciplinary action or other legitimate reasons;
- d) The right to determine and set an organizational structure and the work to be performed therein;
- e) The right to establish, implement and maintain an effective internal control program including the establishment, promulgation and enforcement of reasonable rules of conduct and regulations in the workplace;
- f) The right to establish and change work schedules and assignments;
- g) The right to introduce new methods of operation;
- h) The right to eliminate, contract, relocate, or transfer work to maintain efficiency;
- i) The right to direct employees in their tasks.
- j) The right to require all bargaining unit employees in a classification covered by this Agreement which requires a commercial driver's license (CDL) to maintain a CDL Class A with Air Brakes and Tanker Endorsement.

**Section 2. Statutory Obligations**

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its rights and furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.



**ARTICLE 5**  
**DUES AND DEDUCTION AND FAIR SHARE**

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions, along with a list of those employees from whom the deductions were made, monthly to the employee's respective Union at the address designated by that Union in accordance with the laws of the State of Illinois. Such authorization shall remain in effect unless withdrawn in writing thirty (30) days prior to the anniversary date of this Agreement.

The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Fair Share

a. Pursuant to Section 3(G) and Section 6 of Illinois Public Employer Labor Relations Act 5 ILCS 315/1 et. seq. and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union, upon the 31st day of employment.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article. The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

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.

b. Nothing contained herein shall require the Employer to take any action to collect any fair share fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

c. Whenever a fair share fee involuntary deduction has been authorized in accordance with the provisions contained in this Article, it shall be the responsibility of the Union to notify the employees covered hereby that the deduction will be made pursuant to this Agreement negotiated with the Employer.

**ARTICLE 6**  
**CONTRACTING OUT**

Except in an emergency, the Public Works Department shall give the Union at least thirty (30) day's notice of contracting out bargaining unit work that is beyond current practice and which will result:

- 1) in a layoff of regular bargaining unit employees or ,
- 2) result in a reduction in regularly scheduled hours of regular bargaining unit employees.

Upon request by the Union, the parties will meet to negotiate over the impact of the Employer's decision. In addition, at the union's request the parties will meet and discuss the decision to contract out bargaining unit work that result numbers 1 and 2 above. The County will consider any alternative to contracting out work that the Union may offer. However, the County shall maintain the discretion to make the decision to contract out work.

**ARTICLE 7**  
**UNION RIGHTS**

**Section 1. Union Business**

Up to two (2) Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives at least two (2) weeks prior written notice to the Public Works Director of such absence and the requested time off will not interfere with the efficient operation of the Department as determined by the Public Works Director or designee. The employee may utilize any accrued time off in lieu of the employee taking such leave without pay. The total time used within a calendar year shall not exceed two (2) weeks.

**Section 2. Union Bulletin Boards**

The Employer shall provide Union bulletin boards in the Department of Public Works where employees covered by this agreement are assigned. The Boards or space shall be for the sole and exclusive use of the Union. Nothing inflammatory, defaming, or encouraging action in violation of policies, procedures, and/or this agreement shall be posted.

**Section 3. Union Activity During Working Hours**

Union activities within Employer facilities shall be restricted to administering this Agreement. The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule and a supervisor is informed of their presence on the premise or at the job site.

## **ARTICLE 8**

### **HOURS OF WORK AND OVERTIME**

#### **SECTION 1. NORMAL WORK HOURS FOR EMPLOYEES (BASED ON A FIVE-DAY WORK WEEK):**

- (A) The paid workday for bargaining unit employees is eight hours and the paid workweek is forty (40) hours.
- (B) Hours
  - (1) The normal hours for bargaining unit employees are 7:00 am to 3:30 pm, Monday through Friday.

#### **SECTION 2: LUNCH/REST PERIODS**

Lunch and Breaks shall be as follows: Two fifteen-minute paid breaks, one in the morning and one in the afternoon and one-half hour unpaid lunch near the midpoint of each day. Should employees desire, they may combine the afternoon break and lunch and take a forty-five-minute lunch break, by mutual agreement between the employee and their immediate supervisor, such approval not to be unreasonable denied. Employees shall be permitted up to ten (10) minutes of drive/wash up time in addition to the lunch periods. Additionally, where the requirements of the job dictate that employees work through their lunch periods, employee shall be allowed to leave work thirty (30) minutes early, at the discretion of the employee and with prior approval of Management or receive the appropriate rate of overtime.

#### **SECTION 3: MANDATORY REST PERIOD**

Unless an employee agrees otherwise, Employees will not be required to work more than sixteen (16) in a twenty -four (24) hour period without being allowed an eight (8) hour rest period.

#### **SECTION 4: OVERTIME COMPENSATION**

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

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when require to work in excess of his/her regularly scheduled normal work week and/or work day.
- (B) A bargaining unit employee shall be paid at two times his/her regular hourly rate of pay for all hours worked on Thanksgiving, Christmas and New Year's Day. All other designated fixed holidays shall be paid at one and one half times his/her regular hourly rate of pay for all hours worked.
- (C) Time paid shall be counted as time worked shall be counted for purposes of computing overtime compensations.

#### **SECTION 6: OVERTIME DISTRIUBTUION**

The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. 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, overtime shall be compulsory in emergency situations. If an insufficient number of volunteers so respond, the Employer shall assign the remaining overtime on the basis of inverse seniority. The same is as follows for mandatory overtime. Request for volunteers and overtime assignments will be made on a rotating basis. However, the Employer retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment.

The employment of part-time and/or temporary and non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the Employer may work part-time or temporary personnel on said overtime without violating the Agreement. The parties agree that the following non-bargaining unit employees shall be allowed to continue weekend rounds rotation for as



long as they are employed as non-bargaining unit employees:

Steve Herr

Jason Piper

Non-bargaining unit employees who replace those listed above shall not be eligible for weekend rounds rotations unless no other eligible employees are available.

## **SECTION 7: CALLBACK**

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callback shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on a callback, when an employee comes in to work, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. Employees shall call back within one (1) hour and shall have two (2) hours from the initial time of call to report to work. Employees shall call back within one (1) hour and shall have two (2) hours from the initial time of call to report to work.

## **SECTION 8: COMPENSATORY TIME**

Employees may not accumulate more than 80 hours of compensatory time in any given time. Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time prior to the end of the fiscal year.

## **SECTION 9: ON CALL PAY**

a) Employees assigned or designated on-call who are able to respond to notification of a problem and resolve the problem, without physically reporting to a work station, by electronic technologies including but not limited to Julie locates, SCADA, computer, facsimile

machines, and telephones (excluding employee to employee consultations) shall be compensated on the following basis:

1. The 24 hour on-call employee shall be compensated at time and one half their regular rate of pay for one and one half (1.5) hours for each on-call duty. All other on-call employees shall

be compensated at time and one half their regular rate of pay for one hour for each on-call day.

2. If an employee is unable to resolve the problem through electronic methods and it is necessary to physically report to an onsite station, then the compensation shall be based on the minimum as defined in Section 7 - Call Back. Time spent in attempting to initially resolve the problem via electronic methods, shall be included in the calculation of "total hours worked". Travel time is not counted as "hours worked".

Employees may trade on call assignments with qualified co-workers with prior approval from their immediate supervisor, such approval not to be unreasonably withheld.

**ARTICLE 9**  
**LAYOFF AND RECALL**

**SECTION 1. LAYOFF**

In the event it becomes necessary for the County to consider the layoff of a regular full-time employee, (excluding introductory employees defined in Article 1 of the definition of terms) the County shall give at least thirty (30) days written notice to the employee and the Union, indicating the reasons for such layoff. The County shall meet with the Employee and the Union regarding the reasons if the parties so request.

Introductory employees, temporary part time employees and temporary full-time employees will be laid off before regular full-time employees. Thereafter, the employee(s) in the affected job classifications with the least seniority within the job classification shall be laid off. The laid off employee(s) shall be entitled to bump a less senior employee(s) who is covered by this Agreement;

whose job is in a lesser pay  
grade and; whose job is  
within a job family and;  
whose job he/she can  
perform without training

Ability to perform the job shall be understood to mean able to reach performance acceptability within a reasonable period of time (two weeks). Job Families are as follows:

**Electrician Series**

Automation and Control Technician  
Electrician

**Plant Mechanic Series**

Plant Mechanic

**Meter Technician Series**

Meter Technician  
Senior Meter Technician

**Operator Series**

Operator Trainee

Operator  
Senior Operator  
**Utility Worker Series**  
Utility Worker  
Senior Utility Worker  
Lead Utility Worker

**Engineering Technician Series**  
Engineering Technician  
Senior Engineering Technician

Employees laid off from their original job classifications and who do not choose to bump into another job classification pursuant to their seniority shall be laid off. Employees who choose to bump shall maintain their current salary unless it exceeds the maximum of the lower pay grade; at this point their salary shall be lowered to the maximum of the pay grade.

## **SECTION 2. RECALL**

A.) Employees who are laid off pursuant to this provision shall be recalled in inverse order of layoff to the job classification within their job family pursuant to procedures outlined above. Recalls shall be made by contacting the employee by telephone or through the U.S. mail service. It will be the employee's responsibility to provide the County with the most current contact information. Recall rights shall continue for one year after an employee has been laid off.

B.) An employee shall return to work on his/her next scheduled shift following the expiration of 72 hours after contact is attempted by the Employer in accordance with Section 2A above. However, the employee may be allowed up to ten (10) working days from the date of notification if such time is required to give notice to another employer. In the event that the employee fails to report to work at said time, unless excused by the Employer, the County may elect to recall the next employee entitled to recall or if no employees are entitled to recall, hire a new employee to fill such vacancy. Employees who fail to return to work within the time specified shall not be eligible for further recall rights.

**ARTICLE 10**  
**SHARED SERVICES**

**To maximize work capacity, give employees opportunities to perform a wider variety of tasks and to reduce the reliance on contract workers, the Employer may assign work performed to employees outside of their home department. Such work will not be assigned to shift or take work away from employees but shall be used to supplement capacity rather than to use contractors, temporary help and/or to get work completely in a timely fashion.**

**Section 1: Shared Services for Employee Who Perform Similar Work**

**The Employer may assign work to bargaining unit members who are not permanently assigned to the department where the work is to be performed. These shared service assignments may occur amongst those employees who usually perform the type of work at issue.**

**Section 2: Shared Services for Employee Who Performs Work in a Higher Classification**

**The Employer may assign work to bargaining unit members who are not permanently assigned to the department where the work is to be performed. These shared service assignments may occur amongst those employees who are qualified to perform the type of work at issue (such as snow plow driver for those who have a CDL). Any employee falling into this category shall receive the minimum of the pay grade for the time spent performing the task.**

**ARTICLE 11**  
**SENIORITY**

**Section 1. Seniority Defined**

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer.

**Section 2. Breaks in Continuous Service**

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.

**Section 3. Seniority List**

Once each year the Employer shall post a seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

**ARTICLE 12**  
**VACANCIES, POSTINGS**

Whenever the Employer decides to fill a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted for a minimum of five working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

When filling a vacancy, the employer will choose the most qualified individual for the position and will promote current employees when appropriate to fill vacancies. In instances where the employer is deciding between two (2) or more employees who are felt to be of equal attitude, skill, ability and past performance, the employee with the longest period of continuous employment with the County will be promoted. The Employer may transfer employees between work locations based upon operational needs. The Employer will ask for volunteers from those qualified employees at the current site (the site(s) from which the employee(s) may be transferred from). If no qualified employee accepts the transfer voluntarily, the Employer shall transfer the employee with the least seniority.

**ARTICLE 13**  
**UNIFORMS**

1. Uniforms

Beginning in the Fall of 2014, the County will provide each bargaining unit employee with an allowance of 100 points credit per fiscal year for application towards items offered in the Department of Public Works consolidated work apparel program administered by the Director. Each point will have an equivalent value of \$4.50, except for Mechanic's and Electricians/Automation and Control Technicians who shall receive 270 points per fiscal year.

2. Protective Clothing

The Employer shall provide all necessary items of protective clothing and safety gear, which shall include, but shall not be limited to, gloves, masks, protective clothing and safety face gear.

3. Prescription Safety Glasses

Bargaining unit employees who are subject to assignment or situations necessitating protective eye glasses shall be reimbursed for purchasing safety glasses as follows:

- (A) Reimbursement may be made once every two years from the date of purchase;
- (B) The Employer shall reimburse 100% of the cost for one pair of prescription safety glasses up to a maximum of \$100.00.



## **ARTICLE 14**

### **LEAVES OF ABSENCE**

Leaves of Absence will be as provided in Section IV. LEAVES OF ABSENCE of the Lake County Employee Policies and Procedure Ordinance. For convenience only, current policies will be attached behind the collective bargaining agreement and replacements will be furnished if current policies change.

**ARTICLE 15**  
**PERSONNEL RECORDS**

Personnel records will be released:

- 1) to employees who are requesting their own records;
- 2) to Union representatives if authorized by the employee;
- 3) as allowed under the Illinois Personnel Record Review Act and;
- 4) in response to a subpoena or court order or as otherwise required by law. Employees who wish to review their own personnel file, or who wish to have their Union representative review their file, must submit that request in writing on a form to be supplied by the Employer and directed to the Public Works Director or to the Director of Human Resources.

## **ARTICLE 16**

### **DISCIPLINE**

#### **Section 1. Employee Discipline**

The Employer shall not discipline or discharge any post-introductory or non-temporary employee without just cause. The Employer further agrees that disciplinary action shall be in a timely fashion.

#### **Section 2. Corrective Discipline**

The Employer agrees with the tenets of progressive and corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense.

After twelve (12) months discipline that is minor in nature, which resulted in a verbal or written reprimand, shall not be used when determining the action to be taken. After 24 months discipline that is significant in nature, which resulted in a suspension of one (1) to five (5) days, shall not be used when determining the action to be taken. Major violations of policies, procedures and the bargaining agreement, which resulted in a suspension of more than 5 days, may be used for four (4) years when determining the action to be taken.

#### **Section 3. Right to Union Representation**

Upon employee request, an employee shall have the right to Union representation at a meeting with management if the employee has reasonable grounds to believe that the meeting has become an investigatory interview that may lead to discipline in compliance with *NLRB v J Weingarten, Inc. 420 US. 251.*

**ARTICLE 17**  
**GRIEVANCE AND ARBITRATION**

**Section 1. Preamble**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is an alleged violation of the provisions of this Agreement. All of the time limits set forth below are of the essence. No Grievance shall be accepted or appealed unless submitted within the time limits set forth in Section

2. If the grievance is not timely submitted or appealed, it is waived and cannot be reinstated. Article 17 shall be the exclusive grievance procedure available for the resolution of employee grievances; an employee covered by this Agreement may not use the Lake County Grievance Procedure, contained in Ordinance 12.1 of the Lake County Personnel Policies and Procedures, for the resolution or adjudication of their grievances. For purposes of this Article, "just cause" is defined to include, but is not limited to any behavior that is listed as unacceptable in Ordinance 10.1 of the Lake County Personnel Policies and Procedures.

**Section 2. Grievance Steps**

**STEP ONE:** The employee, with or without their Union representative, will set forth his grievance in writing, on the form attached herewith in Appendix A and submit it in person to the Immediate Supervisor (or his representative) within ten (10) calendar days after its occurrence, or within ten (10) days from the date that the employee should have reasonably known of its occurrence. In their grievance, the employee must state (1) all issue(s) being grieved and all relevant supporting facts; (2) the specific provisions of this Agreement in dispute and the relief sought and; (3) the date that the grievance arose and the date that the grievance was submitted to the immediate supervisor. The Immediate Supervisor (or his representative) shall then respond to the grievance within ten (10) calendar days after the submission of the grievance.

The employee will not be allowed to raise any issues or grievances at Steps Two, three, or four that were not raised in the employee's Step One grievance.

**STEP TWO:** If not resolved at Step One, the written grievance shall be presented by the Union to the Department Head (or her representative) within ten (10) calendar days following the receipt of the Immediate Supervisor's (or his representative's) answer in Step One, or the failure of the Immediate Supervisor (or his representative) to answer within the ten 10 calendar days as set forth in Step One. The Department Head (or her representative) should attempt to resolve the grievance as soon as possible, and therefore will schedule a meeting with the employee, the Facilities Manager (or his representative), and the employee's Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Department Head (or her representative) shall then render a decision, based on the information supplied during the meeting, within ten (10) calendar days of the meeting.

**STEP THREE:** If the grievance is not resolved in Step Two, the grievance shall be submitted in writing to the Director of Human Resources (or his representative) within ten (10) calendar days from the receipt of the Step Two response from the Department Head (or her representative) or the failure of the Department Head (or her representative) to answer within ten (10) calendar days as set forth in Step Two. A meeting may be held at a mutually agreeable time and place with the Director of Human Resources (or his representative) to discuss and try to resolve the grievance. If a grievance is settled as a result of that meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Director of Human Resources (or his representative) shall give the Union the Employer's answer within ten (10) calendar days from the date the Director of Human Resources received the Step Two grievance or, if applicable, within ten (10) days from the date of their meeting.

**STEP FOUR: Arbitration**

If the answer at Step Three is unsatisfactory and the grievance is subject to arbitration, the grievance may be submitted by the Union for binding arbitration within ten (10) calendar days after receipt of the Director of Human Resources' answer at Step Three or the failure of the Director to answer within ten (10) calendar days as set forth in Step Three. Only the Union may submit a grievance for binding arbitration. The Union must serve by certified U.S. Mail both the Department Head and the Director of the Lake County Department of Human Resources with written notice of intent to appeal a grievance to Step Four arbitration within ten (10) calendar days after receipt of the Director of Human Resources' answer at Step Three or

the failure of the Director of Human Resources to answer within ten (10) calendar days. The Union may serve notice via personal service if it can secure the written acknowledgment of receipt by both the Department Head and the Director of the Lake County Department of Human Resources.

The parties shall attempt to agree on an arbitrator within fourteen (14) calendar days. The arbitrator shall be notified of the arbitrator's selection by a joint letter from the Employer and the Union, requesting that he set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue that the parties agree will be subject the subject of arbitration.

In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. In the event that the Director of Human Resources (or his representative) does not sign and submit said request to FMCS or return it to the Union fully signed within fourteen (14) calendar days after receipt by the Director's representative, the Union may file a request that is consistent with the provisions of this subsection with the FMCS but signed only by the Union with notice to the Director of Human Resources. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 miles from the City of Chicago. Both the Director Human Resources (or his representative) and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within fourteen (14) calendar days of its receipt and request that a new panel be submitted. The Director of Human Resources and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this procedure shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall participate in a coin toss to determine which party shall strike the first name from the panel.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and the Director's representatives.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator prior to the start of the hearing. The Employer or

the respective Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents if deemed relevant by the arbitrator. Each party shall bear the expense 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. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

All the expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If either party uses the services of an expert witness such cost shall be borne by that party.

### Section 3. Time Limits

A.) Grievances may be withdrawn in writing at any step of the grievance procedure with prejudice. Grievances not submitted within the designated time limits listed in Section 2 will be treated as a withdrawn grievance.

B.) The time limits at any step or for Step Four arbitration may be extended in writing by mutual agreement of the parties involved at that particular step.

C.) The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step, except there will be no automatic advancement to Step Four.

D.) The Union shall have 30 days to request an arbitration list. Upon receipt of the arbitrator list the parties shall complete the striking process within 30 days. After the arbitrator has been selected the parties must schedule the date for the arbitration within 30 days. Each party shall have one opportunity to cancel a scheduled meeting. After the first cancellation the party cancelling the second time shall be required to pay the entire

arbitration cost.



**ARTICLE 18**  
**NO STRIKE, NO LOCKOUT**

**Section 1. No Strike, No Lockout**

Neither the Union nor any employee covered by this Agreement will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. The Employer agrees that, during the term of this Agreement, it will not lockout any of its bargaining unit employees.

**Section 2. Resumption of Operations**

In the event of action prohibited by Section 1 above, the Union shall immediately disavow such action and request any employee covered by this Agreement to return to work and shall use its best efforts to achieve a prompt resumption of normal operations.

**Section 3. Union Liability**

Upon the failure of any Union to comply with the provisions of Section 2 above, any agent or official of that Union who is an officer covered by this Agreement may be subject to the provisions of Section 4 below.

**Section 4. Discipline of Strikers**

Any employee covered by this Agreement who violates the provisions of Section 1 of this Article may be subject to immediate discharge.

## **ARTICLE 19**

### **SAFETY AND HEALTH**

#### **Section 1. Safety and Health Program**

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their non-bargaining unit 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. The Employer will maintain a Safety and Health Policy that will serve to protect employees from occupational safety and health hazards through the development of systematic policies, procedures, and practices. The program will seek to identify, evaluate and reduce general workplace hazards, specific job hazards and potential hazards that may arise from work activities. Specific programs may include but not be limited to: personal protective equipment, blood borne pathogens, hazard communication, electrical safety, and confined space entry.

**ARTICLE 20**  
**EMPLOYEE TRAINING AND EDUCATION**

Except as modified in the wage scale program, employee training and education shall remain according to current practice and procedure.

**ARTICLE 21**  
**DRUG AND ALCOHOL POLICY**

For those employees who operate a vehicle requiring a Commercial Driver's license the parties mutually agree to be bound by and to incorporate into this Agreement, the Drug and Alcohol Policy contained in Appendix A, attached to this Agreement. All other employees shall be subject to drug and/or alcohol testing on a reasonable suspicion basis.

**ARTICLE 22**  
**SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE 23**  
**LABOR-MANAGEMENT MEETINGS**

**Section 1. Labor-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 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 and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

**Section 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 Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

## **ARTICLE 24**

### **AUTHORITY OF CONTRACT**

#### **Section 1. Prevailing Rights**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. 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. Except as may be stated in this Agreement, each party 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 in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

**ARTICLE 25**

**CAREER ADVANCEMENT/WAGES**

**Section 1. General Wage Increase**

All employees shall receive the following amounts retroactively for all hours worked or paid:

<u>Effective Date</u>	<u>% Increase</u>	<u>Effective Date</u>	<u>% Increase</u>
<del>12/1/2012</del>	<del>2.75%</del>	<b>12/1/17</b>	<b>2.5%</b>
<del>12/1/2013</del>	<del>2.85%</del>	<b>12/1/18</b>	<b>2.85%</b>
<del>12/1/2014</del>	<del>2.75%</del>	<b>12/1/19</b>	<b>Same as non-union employees</b>
<del>12/1/2015</del>	<del>2.50%</del>		
<b>12/1/2016</b>	<b>2.25%</b>		

**Section 2. Step Progression**

Employees will be eligible for step increases based upon the wage scale set forth in Appendices A through G "Wage Scale/Progression Matrix." Said Wage Scale/Progression Matrix shall increase by the general increase given to all non-union County employees. Employees that are over the scale shall receive the general increase only unless they are promoted or advance to a level that puts them back in the Progression Matrix. Employees are eligible for one step increase on December 1st provided such employee has met the required qualifications. The County shall provide all classes and certification training necessary for each employee to move through the Progression Matrix, except such training and testing related to the Drinking Water and Wastewater Licenses. If the County fails to provide said training, the employee shall automatically move to the next step. Evaluations as they relate to the Progression Matrix are grievable to the extent that the County shall not act in an arbitrary or capricious manner when it comes to the evaluations.



### **Section 3. Step Progression For Attaining a Water Treatment License**

**Employees shall be eligible to receive a step increase for attaining a water treatment license on at the time that they receive the license. In the year that this occurs the employee shall not be eligible for any other step increase.**

**ARTICLE 26**  
**INSURANCE**

The Employer shall provide regular full-time bargaining unit employees health insurance and dental insurance through the Midwest Operating Engineers Local 150 Health and Welfare Fund ("Union Plan"). The Employer shall pay the entire cost of employee premiums. New employees will be covered by the union's plan on the first day of the first month following their date of hire. The Employer will stop paying premiums on the last day of the month following the employee's date of termination.

During the term of this Agreement, the County's contribution to the Union Plan for payment of insurance premiums shall be as follows:

<b>Effective Upon Ratification</b>		
	<b>Single Coverage</b>	<b>\$750 per month</b>
	<b>Family Coverage</b>	<b>\$1,800 per month</b>
<b>January 1, 2015</b>		
	<b>Single Coverage</b>	<b>\$880 per month</b>
	<b>Family Coverage</b>	<b>\$1,900 per month</b>
<b>January 1, 2016</b>		
	<b>Single Coverage</b>	<b>\$925 per month</b>
	<b>Family Coverage</b>	<b>\$2,000 per month</b>
<b>July 1, 2017</b>		
	<b>Single Coverage</b>	<b>\$630 per month</b>
	<b>Single Plus One</b>	<b>\$1,260 per month</b>
	<b>Family Coverage</b>	<b>\$1,921 per month</b>
<b>July 1, 2018</b>		
	<b>Single</b>	<b>\$630 per month</b>
	<b>Single Plus One</b>	<b>\$1,260 per month</b>
	<b>Family Coverage</b>	<b>\$1,921 per month</b>
<b>July 1, 2019</b>		
	<b>Single</b>	<b>\$692 per month</b>
	<b>Single Plus One</b>	<b>\$1,384 per month</b>
	<b>Family Coverage</b>	<b>\$2,109 per month</b>

In all subsequent calendar years during this agreement, it is agreed that the amounts charged by the Union to the Employer shall not exceed a five (5%) percent increase above the rates in effect during the prior calendar year. The Employer agrees that premiums shall be paid monthly, to be submitted to MOE no later than the 15th of the month prior to the month in which the employee is covered.

Employees and their eligible dependents shall have COBRA rights to continue the Union Plan upon a qualifying event as defined in federal and state statutes. Employees and their dependents shall have the right to continue the Union insurance coverage in retirement. Widows and eligible dependents of retired members shall have the right to continue the Union insurance coverage with the same benefit coverage and premium upon the member's demise.

Midwest Operating Engineers Local 150 Bargaining Unit employees shall not be eligible for the opt out program that compensates other bargaining and non-bargaining unit employees who choose not to join the County's Plan in favor of obtaining insurance through an external group plan.

The Union shall indemnify and hold the County harmless on account of any liability claim, suit, proceeding or dispute arising out: 1) of any withdrawal liability assessment, assessments, special assessments, government fine, premium increases, or any other claim or demand for payment to the Health and Welfare Fund beyond claims for the express premium payments set forth herein; 2) of any allegation that the County owes premium payments on behalf of non-employees, contract employees, joint employees, seasonal employees, or any employee not understood by the County or Union to be in the bargaining unit and covered by the health and dental insurance provisions set forth herein; 3) of any other allegations by the Health and Welfare Fund where the Fund's claims are dismissed or the final judgment awarded (excluding claims for attorneys' fees and liquidated damages) is less than the County's offer of judgment. This indemnification and hold harmless provisions applies as well to any claims for liquidated damages, punitive damages, interest, or attorneys' fees sought against the County in such actions, as well as the County's costs and attorneys' fees for the counsel of its choice utilized in defending such actions and enforcing the terms of this indemnification provision.

The Union and the authorized representatives of the Trustees of the Union's Plan have provided assurances to the County that the Trustees will be solely responsible for the administration of the Plan and will comply with the obligations under the COBRA, HIPAA and the Patient Protection and Affordable Care Act

(PPACA), including any amendment thereto. The Union will hold the County harmless and pay any fees assessed by the Federal or State Government as a result of its determination that a violation or non-compliant action has occurred.

If, during the term of this Agreement, Congress amends the PPACA or enacts new health care legislation, and the amendment or new legislation imposes new direct costs to the employer related to the health care coverage for bargaining unit employees, then either party may reopen the contract for the limited purpose of negotiating the impact of the above to the employer. The employer shall send written notice to the Union no later than 60 days after the effective date of any qualifying amendment to the PPACA or new health care legislation.

**ARTICLE 27**  
**TERMINATION**

This Agreement shall be effective as of the, and shall remain in full force and effect until the 30th day of ~~November 2017~~ **November 2020** and year to year thereafter, unless not more than 120 days, but not less than 60 days prior to ~~December 1, 2017~~ **December 1, 2020** either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of May, 2019, in Lake County, Illinois.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Sandra Hart, Lake County Board Chair

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

\_\_\_\_\_  
Robin O'Connor  
Lake County Clerk

## APPENDIX A

### DRUG AND ALCOHOL POLICY

#### Policy Purpose

The County and the Union(s) recognize an obligation on the part of the employer to comply with The Omnibus Transportation Employee Testing Act of 1991 requiring drug and alcohol testing of safety- sensitive employees in aviation, motor carrier, railroad and mass transit industries. The Federal Highway Administration (FHWA) has issued rules and regulations requiring drug and alcohol testing under circumstances by employers of their employees holding a commercial drivers license (CDL).

The County and the Union(s) therefore agree that the employer may take all steps necessary to ensure compliance with the rules and regulations promulgated by the federal government and the drug and alcohol testing provisions of the Omnibus Transportation Employee Testing Act of 1991, including any amendments or new rules and regulations and interpretations that are in force during the term of this Agreement.

#### I. Employee Responsibility

For all job classifications covered by this Agreement which require a CDL, said employees holding such positions are required to maintain a valid CDL as a condition of continuing employment and shall adhere to the following

- A. The employee shall provide a copy of his current CDL upon request.
- B. Employees must notify their immediate supervisor

(outside the bargaining unit) of any restriction, suspension, revocation, expiration or cancellation of their driving privileges. Such notification must be made at the start of the first work day following the day that the employee was notified of or became aware of the loss or restriction of his driving privileges.

If an employee fails to give that notice or fails to give notice in a timely manner, he will be subject to immediate disciplinary action up to and including

termination from employment in accordance with the collective bargaining agreement.

- C. Employees are strictly prohibited from operating any County commercial motor vehicle without a valid CDL. Employees who operate a County commercial motor vehicle without a valid CDL will be subject to immediate disciplinary action up to and including termination from employment in accordance with the collective bargaining agreement.

## II. Commercial Motor Vehicles

A commercial motor vehicle is defined as:

- A. a vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.
- B. a vehicle with a gross vehicle weight of at least 26,001 pounds;
- C. a vehicle designed to transport 16 or more passengers, including the driver; or
- D. a vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

## III. Safety-Sensitive Functions:

A safety sensitive function means all time from the time an employee begins to work or is required to be in readiness to work until the time he is relieved from work and all responsibility for performing work.

## IV. Prohibitions

### A. Prohibited Alcohol-Related Conduct

An employee shall not perform a safety-sensitive function if he has engaged in any form of the following prohibited alcohol-related conduct:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty.
3. Having a prohibited breath alcohol concentration of .04 or greater when

- reporting for duty or while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
  5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until after the breath-alcohol test has been administered (including any required confirmation test(s)), whichever comes first.
  6. Refusing to submit to a required alcohol test, including a refusal to provide or to submit to an evidential breath testing. However, an employee will not be disciplined for refusing to submit to a required alcohol test if the County physician determines that the employee was unable to provide an adequate amount of breath in accordance with 49 CFR § 40.69(d)(2)(i).

**B. Prohibited Drug-Related Conduct**

An employee shall not perform a safety-sensitive function if he has engaged in any form of the following prohibited drug-related conduct:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform safety-sensitive functions:
  - a. Marijuana (THC metabolite)
  - b. Cocaine
  - c. Opiates (morphine and codeine)
  - d. Phencyclidine (PCP)
  - e. Amphetamines
2. Being in possession of any unauthorized (i.e., not prescribed) controlled substance.
3. Reporting for duty or performing a safety sensitive function while impaired from any prescribed drug or controlled substance usage.



4. Refusing to submit to a required controlled substances test, including the refusal to provide a urine specimen. However, an employee will not be disciplined for refusing to submit to a required drug test if the County physician determines that the employee was unable to provide an adequate amount of urine in accordance with 49 CFR 40.25(f) (10) (iv)(B) (1)
5. Tampering with or substitution of a urine specimen required for testing.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication must ask his treating physician whether the controlled substance could adversely affect his ability to perform safety-sensitive functions, including operating a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee must notify his immediate supervisor (outside bargaining unit) and may not report to work or remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave. The County reserves the right, at its own cost, to have a County physician verify the necessity of the employee's leave or any restriction on his ability to perform safety-sensitive functions. The failure to comply with the above reporting requirements may constitute cause for discharge in accordance with the collective bargaining agreement.

V. CATEGORIES OF DRUG AND ALCOHOL TESTING

A. Post-Accident Drug and Alcohol Testing of Employees

1. Conducted when an employee is involved in an accident in a County commercial motor vehicle, and:
  - a. The accident involved the loss of life; or a reasonable determination of potential loss of life as determined by the employer using the best information available at the time of the

decision, or

- b. The employee was issued a citation for a moving traffic violation arising from the accident.

2. Post-Accident Alcohol Testing of Employees

- a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
- b. If testing is not administered within two (2) hours of the accident, the County must prepare and maintain a record stating the reason the test was not promptly administered.
- c. If testing is not administered within eight (8) hours of the accident, the County shall cease attempts to administer an alcohol test.
- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test has been administered.

3. Post-Accident Drug Testing of Employees

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the County shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the County must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Drug and Alcohol Testing of Employees

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

- a. Employees are subject to unannounced random drug and alcohol testing during all periods on duty.
- b. The County will not require employees to come in for a call-out

assignment for the sole purpose of random testing.

2. Frequency of Testing

- a. The County shall conduct random drug testing on at least fifty percent (50 %) of the average number of employees required to have a CDL in the year 2001. For succeeding years, the minimum annual percentage rate shall be determined by the rate set by the FHWA/FMCSA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).
- b. The County shall conduct random alcohol testing on at least ten percent (10%) but no more than twenty percent (20%) of the average number of employees in the year 2001. For succeeding years, the minimum annual percentage rate shall be determined by the rate set by the FHWA/FMCSA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

3. Selection of Employees

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each employee who is required to have a CDL has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Representative or other person responsible for administering the drug and alcohol policy for the County shall meet with a representative of the affected employee's respective union and explain the methodology used.
- c. Department of Transportation employees will be included in the entire random testing pool of County employees holding CDL's.

C. Reasonable Suspicion Drug and Alcohol Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on

specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;

2. The supervisor(s) must complete a Reasonable Suspicion Observation Form for any drug tests within twenty-four (24) hours of the observed behavior or before the result of the controlled substance test is released, whatever is earlier.
3. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least minutes of training on drug use and at least sixty (60) minutes of on alcohol use.
4. The employee is entitled to Union representation before being in connection with a reasonable suspicion determination, if so the employee.

## VI. DRUG AND ALCOHOL TESTING PROCEDURES

### A. Alcohol Testing Procedures

1. There are three categories of test results:
  - 1) Blood Alcohol Concentration (BAC) below 0.02 equals a negative result.
  - 2). BAC between 0.02 and less than 0.04 requires the employee to stand down for 24 hours.
  - 3). BAC equal to or greater than 0.04 equals a positive result.
    - a. Federal rules and regulations require breath testing to be done on Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA). A screening test is conducted first. Any result less than 0.02 blood alcohol concentration is considered negative. If the blood alcohol concentration is 0.02 or greater, a second confirmation test must be conducted.

### B. Drug Testing Procedures:

1. In conformity with Federal rules and regulations, drug testing is conducted by analyzing a CDL employee's urine specimen. The Analysis is performed at laboratories certified and monitored by the Department of Health and Human Services for the following drugs:
  - a. Marijuana (THC metabolite)
  - b. Cocaine
  - c. Opiates (morphine and codeine)
  - d. Phencyclidine (PCP)
  - e. Amphetamines

The testing is a two stage process. First a screening test is conducted. If it is positive for one or more of the drugs listed above, then a confirmation test is conducted for each identified drug. The confirmation test is a gas chromatography/mass spectrometry (GC/MS) analysis.

- a. If an employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician or a non-- prescription medication in conformity with the manufacturer's specified dosage, a positive test result consistent with the ingredients of such medication will not constitute cause for discipline for engaging in prohibited drug-related conduct. The County may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee. Regardless of the above paragraph, an employee may still be subject to discipline, up to and including termination from employment in accordance with the collective bargaining agreement, if they fail to comply with the "Reporting Requirements for Prescribed Controlled Substances" contained under Section IV.

C. Medical Review Officer (MRO)

The Medical Review Officer will be a licensed physician designated by the

County as the person responsible for receiving laboratory results generated by the County's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his medical history and any other relevant biomedical information.

D. Substance Abuse Professional (SAP)

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

VII. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and less than 0.04

An employee with a confirmed breath alcohol concentration result between 0.02 and less than 0.04 must undergo a second confirmation test. If the second test result is between 0.02 and less than 0.04, the employee shall be removed from duty without pay for twenty-four (24) hours and may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.

B. Confirmed Breath Alcohol Test Result of 0.04 or greater or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration test result of 0.04 or more, or who has otherwise violated the rules on prohibited alcohol-related conduct shall be immediately removed from duty. Since engaging in prohibited alcohol-related conduct may constitute cause for discharge, the employee may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.
2. Under no circumstances may an employee return to duty until he:

- a. Is evaluated by a Substance Abuse Professional (SAP); and
    - b. Complies with and completes any treatment program recommended by the SAP; and
    - c. Completes the return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
  3. If an employee is allowed to return to duty, he will be subject to at least six (6) unannounced follow-up tests during the first twelve (12) months following his return to duty. This follow up testing may be extended for up to an additional 36 months if the County believes that further testing is necessary.
  4. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.
- C. Confirmed Positive Urine Drug Test
  1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the rules on prohibited drug-related conduct set forth above shall be immediately removed from duty. Since engaging in prohibited drug-related conduct may constitute cause for discharge, the employee may be subject to discipline up to and including termination from employment in accordance with the collective bargaining agreement.
  2. Under no circumstances may an employee return to duty until he:
    - a. Is evaluated by a Substance Abuse Professional (SAP); and
    - b. Complies with and completes any treatment program recommended by the SAP; and
    - c. Completes the return to duty testing requirements.
  3. If an employee is allowed to return to duty, he will be subject to at least six (6) unannounced follow-up

tests during the first twelve (12) months following his return to duty. This follow up testing may be extended for up to an additional 36 months if the County believes that further testing is necessary.

4. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests

D. Refusal to Take a Drug or Alcohol Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty.

VIII. CONFIDENTIALITY OF DRUG AND ALCOHOL TEST RESULTS

Drug and alcohol test results will be treated in a confidential manner. An employee's supervisor may be informed on a need to know basis of the results of such tests. Employees who wish to review their own drug and alcohol test results must submit that request in writing to the Director of Administration or the Director of Human Resources.

IX. VOLUNTARY REQUESTS FOR ASSISTANCE

Employees should refer to Article 12 regarding the Employee Assistance Program.



