

# LAKE COUNTY

## Labor Agreement

Lake County Board

&

International Union of  
Operating Engineers, Local 150

**April 1, 2012 through March 31, 2016**

## **Summary of Changes to International Union of Operating Engineers Local 150, Department of Transportation**

### **1. Layoff and Recall :**

In the event, that is should become necessary to lay off employees within the bargaining unit, the County Engineer will determine which positions to eliminate based upon the operational needs of the department and the function of the positions. Those employees ~~that who~~ hold the positions to be eliminated will be so notified and will then have the right to claim ~~an equivalent or lesser~~ a position held by a bargaining unit employee with the less least amount of continuous **department** service **in a position classified in** the same or lower pay grade ~~in accordance with the requirement of TABLE 7-1~~ provided that in the reasonable judgment of the County Engineer they can perform the duties of the position ~~and further that they have previously held such position.~~

### **2. Recognition-Article 3**

Classification for employees hired prior to the ratification of this agreement shall change to the following:

<b><u>Previous Job Title</u></b>	<b><u>New Job Title</u></b>
Laborer	Road Maintenance Worker
Senior Laborer	Road Maintenance Worker
Principal Laborer	Road Maintenance Worker
Road Maintenance Worker	Road Maintenance Worker II
Senior Maintenance Worker	Road Maintenance Worker II
Principal Maintenance Worker	Road Maintenance Worker II
Operator	No Change
Senior Operator	Operator
Principal Operator	Operator
Mechanic	No Change
Lead Mechanic	No Change
Foreman	No Change

Classification for employees hired after the ratification of this agreement shall be as followings:

Road Maintenance Worker  
Operator  
Mechanic

### **3. Section 4 Training(New Section in Hours of Work and Overtime):**

**“Employee who attend training may have the start and end of the work day adjusted so that attendance does not create overtime provided, the training is not more than eight hours (Example; if an employee’s workday normally is 7:30 am to 3:30 pm and the training program’s hours are 9:00 am to 5:00 pm the employee’s hours of work for that day will be change to the training program hours)”.**

4. **Paid Holidays:**

Paid holidays will be provided to bargaining unit employees in accordance with Section 4.1 of the Lake County Employee Policies and Procedures Ordinance and as modified as follows: ~~For all bargaining unit employees, the day after Thanksgiving will be a work day (not a holiday)~~

For all bargaining unit employees the following holidays will be awarded:

Fixed Holidays

New Years

Memorial Day

Independence Day

Labor Day

~~Election Day (On which U.S House of Representatives are elected)~~

Thanksgiving Day

**Day after Thanksgiving**

Christmas Eve

Christmas Day

Floating Holidays

Martin Luther King's Birthday

Lincoln's Birthday

~~Washington's Birthday~~

Floating Holiday (formerly Good Friday)

Columbus Day

Veteran's Day

5. **Wages Tier 1**-Increase current scale by the following:

April 1, 2012-2.0%

April 1, 2013-2.25

April 1, 2014-"Me-Too" based upon non-union increases effective 12/1/2013; no floor or ceiling.

April 1, 2015- Wage Re-Opener

6. **Wage Tier 2**- As attached with the following language added to Article 15, Section 3:

**It is understood that the County's objective for creating two wage tiers was not to dilute overtime opportunities for employees hired prior to the date of this Agreement. The County will continue to offer overtime opportunities in an equitable and balance manner regardless of hourly rates of pay.**

7. **Insurance**

Effective January 1, 2013

Single Coverage-\$700 Monthly

Family Coverage-\$1,750 Monthly

Effective January 1, 2014

Single Coverage -\$750 Monthly

Family Coverage-\$1,800 Monthly

8. **Delete Mechanic Apprentice Program, Article 16.**

9. Add to Article 11, Section 3 (New Section E)

**“It is specifically understood that employees hired after the date of this Agreement shall not be used to dilute overtime opportunities for employees hired prior to the date of this Agreement.”**

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## **PREAMBLE**

This Agreement is entered into by and between the County of Lake, Division of Transportation, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 150, referred to as the "Union".

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

The parties mutually agree that their objective is for the good and the welfare of the County and the Unions' 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 Unions regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all work related 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, temporary or regular, full-time, or part-time status, except that neither an introductory employee nor a temporary employee, has the right to file a grievance under Article 7 of this Agreement.

C.) "Immediate Supervisor" shall be defined as an individual who is subordinate to the County Engineer and has a Supervisory Title and is outside the Bargaining Unit.

D.) "Introductory Employee" refers to any employee who has been working for the Division of Transportation 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 Division of Transportation 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. Temporary full-time employees are eligible for paid holidays, provided that they are scheduled to work on the paid holiday. Temporary employees are not eligible for any employee benefits except worker's compensation and unemployment insurance. A temporary employee has no right to use the grievance procedure contained in Article 7 or the Lake County grievance procedure. The discipline, demotion, or



discharge of a temporary employee shall not be a violation of this Agreement. A temporary employee may be asked to extend the duration of their temporary employment in the event that a temporary vacancy is created by another employee's authorized leave of absence.

While those employees will still be considered temporary employees, a temporary employee who is asked to serve for an extended duration due to another employee's leave of absence may be eligible for employee benefits including IMRF, health, life, and dental insurance, sick leave, vacation (provided they work the required number of hours), worker's compensation and unemployment insurance but still will not have the right to use the grievance procedure contained in Article 7 or the Lake County grievance procedure.

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, Local Number 150, as the exclusive collective bargaining agents for all Lake County Division of Transportation employees in the job classifications and titles covered by this Agreement.

**Classifications for employees hired prior to the ratification of this agreement shall change to the following:**

<u>Previous Job Title</u>	<u>New Job Title</u>
Laborer	Road Maintenance Worker
Senior Laborer	Road Maintenance Worker
Principal Laborer	Road Maintenance Worker
Road Maintenance Worker	Road Maintenance Worker II
Senior Maintenance Worker	Road Maintenance Worker II
Principal Maintenance Worker	Road Maintenance Worker II
Operator	No Change
Senior Operator	Operator
Principal Operator	Operator
Mechanic	No Change
Lead Mechanic	No Change
Foreman	No Change

**Classifications for employees hired after the ratification of this agreement shall be as follows:**

**Road Maintenance Worker  
Operator  
Mechanic  
Lead Mechanic  
Foreman**

## **ARTICLE 4**

### **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 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 Unions 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 31<sup>st</sup> 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 Unions to notify the employees covered hereby that the deduction will be made pursuant to this Agreement negotiated with the Employer.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

#### **Section 1.**

Except as explicitly amended, changed or modified by this Agreement, the Employer retains and reserves, pursuant to Illinois Public Labor Relations Act, 5 ILCS<sup>3</sup>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 Division of Transportation including the right to promote, demote, evaluate, allocate, transfer and assign work and overtime;
- b. The right to suspend without pay, demote, discharge and take other disciplinary action against any non-introductory or non-temporary 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 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 require all bargaining unit employees in a classification covered by this Agreement to perform snow plow duty, including driving a snow plow;
- f. 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;
- g. The right to establish and change work schedules and assignments;
- h. The right to introduce new methods of operation;
- i. The right to eliminate, contract, relocate, or transfer work to maintain efficiency;
- j. The right to direct employees in their tasks.
- k. The right to require all bargaining unit employees in a classification covered by this Agreement to maintain a commercial driver's license (CDL) Class B with airbrake certification.

## Section 2.

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 6 CONTRACTING OUT

Except in an emergency, the Division of Transportation shall give the Unions at least thirty (30) days notice of contracting out bargaining unit work that is beyond current practice and which will 1) result 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 Unions, the parties will meet to negotiate over the impact of the Employer's decision.

## ARTICLE 7 LAY-OFF AND RECALL PROVISIONS

### Section 1. Lay-Off

In the event that it should become necessary to lay off employees within the bargaining unit, the County Engineer will determine which positions to eliminate based upon the operational needs of the department and the function of the positions. Those employees ~~that~~ **who** hold the positions to be eliminated will be so notified and will then have the right to claim ~~an equivalent or lesser~~ position held by a bargaining unit employee with ~~less-least~~ continuous **departmental** service **in a position classification in the same or lower pay grade** ~~in accordance with the requirements of TABLE 7-1~~ provided that in the reasonable judgment of the County Engineer they can perform the duties of the position ~~and further provided that they have previously held such position.~~

Employees that are displaced by the above described process will be so notified and **the process described above will be repeated until the affected employee(s) have no position(s) to claim** ~~will then have the right to claim an equivalent or lesser position held by a bargaining unit employee with less continuous service in accordance with the requirements of TABLE 7-1~~ provided that in the reasonable judgment of the County Engineer they can

~~perform the duties of the position and further provided that they have previously held such position:~~

TABLE 7-1

<u>Position Eliminated</u>	<u>Eligible for Claim in Order Listed</u>
<u>Foreman</u>	<u>Foreman or Classification prior to Foreman Assignment</u>
<u>Lead Mechanic</u>	<u>Lead Mechanic, Mechanic, Operator, or Road</u> <u>Maintenance Worker or Laborer</u>
<u>Mechanic</u>	<u>Mechanic, Operator or Road Maintenance Worker or</u> <u>Laborer</u>
<u>Operator</u>	<u>Operator or Road Maintenance Worker or Laborer</u>
<u>Road Maintenance Worker</u>	<u>Road Maintenance Worker or Laborer</u>
<u>Laborer</u>	<u>Laborer</u>

Section 2. Recall of Laid-Off Employees

The names of laid-off employees shall be placed on a recall list for twelve (12) months. Employees shall be recalled in seniority order to a position for which they are qualified.

**ARTICLE 8**

**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 7 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.

## 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 C and submit it in person to the employee's immediate supervisor (outside the bargaining unit) 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 County Engineer (or his representative) within ten (10) calendar days following the receipt of the supervisor's answer in Step One, or the failure of the supervisor to answer within the ten 10 calendar days as set forth in Step One. The County Engineer (or his representative) should attempt to resolve the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor, and the



employee's Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The County Engineer (or his 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 County Engineer (or his representative) or the failure of the County Engineer (or his 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 (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 fourteen (14) calendar days from the date the Director received the Step Two grievance or, if applicable, within fourteen (14) calendar 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 fourteen (14) calendar days after receipt of the Director of Human Resources' answer at Step Three or the failure of the Director to answer within fourteen (14) 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 County Engineer and the Director of the Lake County Department of Human Resources with written notice of their demand for Step Four arbitration within fourteen (14) calendar days after receipt of the Director's answer at Step Three or the failure of the Director to answer within fourteen (14) calendar days. The Union

may serve notice via personal service by securing the written acknowledgment of receipt by both the Office of the County Engineer and the Office of the Director of the Lake County Department of Human Resources.

The parties shall attempt to agree on an arbitrator within fourteen (14) calendar days of receipt of the arbitration demand. 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 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 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.) 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.

B.) 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.

Section 4. Union Stewards

One (1) duly authorized bargaining unit representative shall be designated the Steward. The Union shall provide the Director of Administration with written notice of their Steward.

**ARTICLE 9**

**NO STRIKE, NO LOCKOUT**

Section 1. No Strike, No Lockout

Neither the Unions 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 Unions 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 the Union to comply with the provisions of Section 2 above, any agent or official of the 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 shall be subject to immediate discharge.

## **ARTICLE 10**

### **DISCIPLINE**

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

The Employer shall not discipline or discharge any post-introductory or non-temporary employee without just cause as defined in Section 2 of this Article. The Employer further agrees that disciplinary action shall be in a timely fashion.

#### **Section 2. Just Cause**

For purposes of this Article, "just cause" is defined to include, but is not limited to: the violation of an established work rule; the failure to abide by safety rules or regulations; the loss or restricted use of a commercial driver's license or any other license that is required for the performance of the employee's duties; insubordination; an absence for two consecutive scheduled work days without proper notification or authorization; any action on the part of the employee which impairs the effectiveness, efficiency or reputation of the Division of Transportation or Lake County; or any behavior that is listed as unacceptable in Ordinance 10.1 of the Lake County Personnel Policies and Procedures.

#### **Section 3. 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.

#### **Section 4. Discipline Records**

Any written warning in an employee's personnel file will not be considered after two years, if there has been no recurrence of the type or kind of conduct giving rise to the warning.

#### Section 5. Right to Union Representation

Upon employee request, an employee shall have the right to representation by ~~his~~ the Union 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.

### ARTICLE 11

#### HOURS OF WORK AND OVERTIME

##### Section 1. Normal Work Hours:

Normal hours of work shall be 6:30 A.M. to 3:00 P.M year round.

Eight hours constitute a day's work, and 40 hours constitute a minimum week the year around; time and one-half for overtime.

##### Section 2. Lunch and Break Periods

Employees are granted two paid fifteen (15) minute break periods; one in the morning and one in the afternoon and one unpaid thirty minute lunch period during a normal workday.

##### Section 3. Overtime:

(A) Time and one-half shall be paid for all hours worked before and after normal shift starting and ending times for working hours Monday thru Friday.

(B) Double time shall be paid for all hours worked on the fourth Thursday in November (Thanksgiving Day), on December 25<sup>th</sup> (Christmas Day) and on January 1<sup>st</sup> (New Years Day).

(C) Absent emergency, temporary or summer employees in the Maintenance Division assigned to a bargaining unit crew will not be scheduled to work overtime for that crew.

(D) Call Outs

- (i) A “call out” is defined as an official assignment to work which does not continuously precede or follow the regularly scheduled working hours of an employee covered by this Agreement.
- (ii) A four-hour minimum guarantee will be provided for call-outs to plow snow.
- (iii) A minimum two-hour guarantee will be provided for all other call-outs.

**It is understood that the County’s objective for creating two wage tiers was not to dilute overtime opportunities for employees hired prior to the date of this Agreement. The County will continue to offer overtime opportunities in an equitable and balanced manner regardless of hourly rates of pay.**

#### **Section 4 Training**

**Employees who attend training may have the start and end of the work day adjusted so that attendance does not create overtime provided the training is not more than eight hours. (Example; if an employee’s workday normally is 6:30 am to 3:00 pm and the training programs hours are 9:00 am to 5:00 pm the employee’s hours of work for that day will be changed to the training program hours).**

## **ARTICLE 12 WORK APPAREL**

The County will provide each bargaining unit employee with an allowance of 90 points credit per fiscal year for application towards items offered in the Division of Transportation’s consolidated work apparel program administered by the Engineer of Maintenance. Each point will have an equivalent value of \$4.50. Bargaining unit employees shall comply with the terms and conditions described in the Apparel Policy that is included in the Lake County Division of Transportation Personnel Manual.

The County will provide each bargaining unit employee with one (1) pair of prescription safety glasses per fiscal year.

### **ARTICLE 13**

#### **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:

#### **Effective Upon Ratification**

Single Coverage	<del>\$503</del> \$700 per month
Family Coverage	<del>\$1,258</del> \$1,750 per month

#### **Effective January 1, 2014**

Single Coverage	<del>\$516</del> \$750 per month
Family Coverage	<del>\$1,290</del> \$1,800 per month

#### **Effective January 1, 2015**

Single Coverage	<del>\$516</del> \$800 per month
Family Coverage	<del>\$1,290</del> \$1,900 per month



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 ten (10%) 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 15<sup>th</sup> of the month prior to the month in which the employee is covered.

The County, upon thirty (30) days written notice to the Union, shall have the right to re-open the contract for the sole purpose of bargaining over the insurance article if one or both of the following situations occur: 1) the cost of the County's monthly premium payments to the Fund for bargaining unit employees exceed the cost it would pay, less employee premium contributions, had employees been on the County's insurance program-provided such program is at least comparable to the Union Plan; 2) the County-wide insurance cost would decrease should the County have all of its employees in one insurance plan which is at least comparable to the Union Plan, and that cost savings exceeds the County's cost savings by having its bargaining unit employees participate in the Union Plan. If an impasse is declared, as a result the re-opener negotiations, the provisions of the no-strike and no lockout sections of the agreement shall be null and void.

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 coverage 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.

## **ARTICLE 14**

### **FRINGE BENEFITS**

#### **Vacation**

- (1) General leave (vacation time).

For bargaining unit employees with anniversary dates (hire dates) after January 1, 1994:

General leave (vacation time) will be provided to bargaining unit employees in accordance with Section 4.2 of the Lake County Policies and Procedures Ordinance.

- (2) For bargaining unit employees with anniversary dates (hire dates) that precede January 1, 1994:

8 through 12 years of employment: three work weeks of general leave (vacation time) (120 hours) awarded after the completion (anniversary date) of each year.

13 years of employment and up: four work weeks of general leave (vacation time) (160 hours) awarded after the completion (anniversary date) of each year.

Leave Adjustment

After 14 years of employment-

½ additional day per year to be added to vacation time.

After 16 years of employment-

Loss of first personal day

After 18 years of employment-

Loss of second personal day

~~After 20 years of employment-~~

~~Loss of Washington's Birthday~~

After 22 years of employment-

Loss of Columbus Day.

(3) Paid holidays

Paid holidays will be provided to bargaining unit employees in accordance with Section 4.1 of the Lake County Employee Policies and Procedures Ordinance and as modified as follows:

~~For all bargaining unit employees, the day after Thanksgiving will be a work day (not a holiday).~~

For all bargaining unit employees the following holidays will be awarded:

Fixed Holidays;

New Years Day

Memorial Day

Independence Day

Labor Day

~~Election Day (On which U.S. House of Representatives are elected)~~

Thanksgiving Day

**Day after Thanksgiving**

**Christmas Eve**

Christmas Day

Floating Holidays;

Martin Luther King's Birthday

Lincoln's Birthday

~~Washington's Birthday~~

Floating Holiday (formerly Good Friday)  
Columbus Day  
Veteran's Day

(4) Sick Leave

Sick leave will be provided to bargaining unit employees in accordance with Section 4.5 of the Lake County Employee Policies and Procedures Ordinance.

(5) Personal Leave

Personal leave will be provided to bargaining unit employees in accordance with Section 4.7 of the Lake County Employee policies and Procedures Ordinance.

(6) Request for Leave and Floating Holidays

Employees must submit in writing their request for general leave to the Engineer of Maintenance (or designee) for approval no later than noon of the work day two days prior to the requested day off indicating the date and duration of the leave time requested. Absences planned for longer than two (2) consecutive days off must be submitted for approval a minimum of one week in advance.

The Engineer of Maintenance (or designee) may waive the above notifications for the employee's emergency situations and/or in cases where operations allow. While no reasonable request will be denied, the Engineer of Maintenance may deny a leave request if it interferes with the efficient and effective operation of the Division.

The above notice requirements apply to sections (1), (2), (3) Floating Holidays, and (5) above.

**ARTICLE 15**  
**OTHER PAY PROVISIONS**

**Section 1. Wages**

- a. Effective April 1, 2012, wages covered by this Agreement shall increase by **2.00%.**
- b. Effective April 1, 2013, wages covered by this Agreement, shall be increased by **2.25%.**
- c. Effective April 1, 2014, wages covered by this Agreement, shall be increased **based upon non-union increases effective 12/1/2013; no floor or ceiling.**
- d. **Effective April 1, 2015, the parties will re-open this agreement for wage negotiations only.**

**Section 2. Wage Tier Agreement**

**The parties agree that beginning on the date of this Agreement, Tier 1 shall remain in full force and effect and that any changes to Tier 1 shall be permissive subjects of bargaining with the sole exception of general increases, if any, until such time as the last employee who is working under Tier 1 leaves employment.**

**Section 3. Other Pay Provisions**

- a. All employees classified as Lead Mechanic, Mechanic, Senior Mechanic, and Principal Mechanic who maintain a sizeable investment in personal hand tools to perform their duties shall be allowed a tool allowance equal to \$0.50 per hour.
- b. Insurance coverage will be provided to all eligible employees classified in the Mechanic Series who maintain a sizeable investment in personal hand tools to perform their duties.

- c. Those employees permanently assigned to work on a shift with a start time between 3:30 P.M. and 11:30 P.M. shall receive \$0.20 per hour over the normal rate in any category. Those employees permanently assigned to work on a shift with a start time between 11:31 P.M. and 6:30 A.M. shall receive \$0.30 per hour over the normal rate in any category.
- d. Call Out Foreman Differential. Whenever an employee covered by this Agreement is assigned to act as the Call Out Foreman for the purpose of managing snow and ice control operations, a wage differential of \$3.00 per hour will be paid in addition to the regular hourly rate for that individual. The differential shall be limited to hours of work scheduled as Call Out Foreman.
- e. During each budgetary year, all employees may be eligible for advancement in classification. Evaluations will take place at annual intervals.
- f. Mechanic Certification-those Mechanics that maintain 4, but less than 8, Automotive Service Excellence (ASE) certifications will be compensated a premium of \$0.25 per hour in addition to their regular wage. Time spent obtaining these certifications is not compensable.

For purposes of this pay provision, the Automotive Service Excellence (ASE) Certifications that are applicable are the same as those found in the following Master Mechanics Certification and in accordance with the shop to which the employee is most often assigned to work by the Manager of Fleet and Facilities.

- g. Master Mechanic Certification-those mechanics that maintain certification as an Automotive Service Excellence (ASE) Master Mechanic will be compensated a total premium of \$0.50 per hour (not an additional premium to the previously stated Mechanics Certification) in addition to their regular wage. Time spent obtaining these certifications is not compensable.

For the purposes of this pay provision, an Automotive Service Excellence (ASE) Master Mechanic Certification is defined in accordance with the shop to which the employee is most often assigned to work by the Manager of Fleet and Facilities:

#### Light Duty Shop

Master Mechanic certification requires maintaining all of the following ASE certifications –

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle
- A-3 Manual Drive Train and Axles
- A-4 Suspension and Steering
- A-5 Brakes
- A-6 Electrical/Electronic Systems
- A-7 Heating and Air Conditioning
- A-8 Engine Performance

#### Heavy Duty Shop

Master Mechanic certification requires maintaining all of the following ASE certifications –

- T-1 Gasoline Engines
- T-2 Diesel Engines
- T-3 Drive Train
- T-4 Brakes
- T-5 Suspension and Steering
- T-6 Electrical/Electronic Systems
- T-7 Heating, Ventilation and A/C
- T-8 Preventative Maintenance Inspection

#### Welding and Fabrication Shop

Master Mechanic certification requires maintaining status as an American Welding Society (AWS) certified welder and maintaining all of the following ASE certifications –

- E-1 Truck Equipment Installation and Repair
- E-2 Electrical/Electronic Systems
- E-3 Auxiliary Power Systems
- T-5 Suspension and Steering
- T-6 Electrical/Electronic Systems
- T-7 Heating, Ventilation and A/C
- T-8 Preventative Maintenance Inspection

#### Parts Department

Master Mechanic certification requires maintaining all of the following five (5) ASE certifications plus any three (3) certifications from the ASE “A”, “T” or “E” series –

- P-1 M/H Truck Dealership Parts
- P-2 Automobile Parts
- P-3 Truck Aftermarket Parts – Brakes

- P-4 GM Parts Consultant
- P-9 Truck Aftermarket Parts – Suspension & Steering

#### Body Shop

Master Mechanic certification requires maintaining all of the following five (5) ASE certifications plus any three (3) certifications from the ASE “A”, “T” or “E” series –

- B-2 Painting and Refinishing
- B-3 Non-structural Analysis & Damage Repair
- B-4 Structural Analysis & Damage Repair
- B-5 Mechanical/Electrical Components
- B-6 Damage Analysis & Estimating

### **ARTICLE 16**

#### **~~MECHANIC APPRENTICE PROGRAM~~**

~~Apprentice program (limited to not more than two (2) apprentices at any one time) established for any future apprentice mechanics of:~~

- ~~Starting.....75% of Introductory Rate.~~
- ~~79% of introductory rate after successful completion of 1st 6 mo.~~
- ~~82% of introductory rate after successful completion of 2nd 6 mo.~~
- ~~85% of introductory rate after successful completion of 3rd 6 mo.~~
- ~~88% of introductory rate after successful completion of 4th 6 mo.~~
- ~~91% of introductory rate after successful completion of 5th 6 mo.~~
- ~~94% of introductory rate after successful completion of 6th 6 mo.~~
- ~~97% of introductory rate after successful completion of 7th 6 mo.~~
- ~~100% of introductory rate after successful completion of 8th 6 mo.~~

### **ARTICLE 16**

#### **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 Director of Administration or the Director of Human Resources. As provided under the Illinois Personnel Record Review Act, 820 ILCS 40 *et seq.*, the Division of Transportation will respond to those requests within seven working days.

Work performance related records, including, but not limited to, commendations, reviews and disciplinary records shall be kept in the file in the Division of Transportation. A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be served upon the employee and it shall be the employee's duty to note receipt thereof.

## **ARTICLE 17**

### **LABOR-MANAGEMENT MEETINGS**

It is mutually agreed that Union and Division of Transportation management-representatives will meet when appropriate, to explore ways to achieve common goals and objectives. These meetings are also intended to serve as a forum for building mutually beneficial relationships between the two parties.

Such meetings shall be held at the Division of Transportation offices during normal work hours (as defined by this Agreement) within one week of either party submitting a written agenda to the other for a "labor-management meeting", including a recommended list of attendees. These meetings may be held at regular quarterly intervals upon request by either party and at an intervening time if mutually agreed to by both parties.

Meeting agenda topics shall be limited to the following areas of discussion:

- A.) Discussion of the implementation and general administration of this agreement.
- B.) The pursuit of common goals and objectives, such as departmental productivity, employee safety and risk management.
- C.) A sharing of general information of interest to the parties.

Attendance at such meetings shall be limited to a total of both parties of 6 to 12 participants, equally proportioned between labor and management attendees. Union representative(s) and/or the Union steward may attend these meetings but shall count towards the overall labor total. There shall be no loss of wages or overtime paid for attendance by the bargaining unit employees. The Division of Transportation management-assigned representative, as designated by the County Engineer, shall chair such meetings.

It is expressly understood that at such meetings individual employee conflicts or disputes shall not be discussed. Likewise, individual employee: performance reviews, promotions, work assignments, grievances or arbitrations shall not be discussed at these meetings. Such meetings do not replace any other Division of Transportation or County of Lake meetings, task forces, committees or methods of communication.

## **ARTICLE 18**

### **DRUG AND ALCOHOL POLICY**

All 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.

## **ARTICLE 19**

### **AUTHORITY OF CONTRACT**

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

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Unions, for the duration of this Agreement, each voluntarily and non-qualified, 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 even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties mutual agreement in writing.

## **ARTICLE 20**

### **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 21**

**DURATION**

The Agreement effective April 1, 2012 thru March 31, 2016

COUNTY OF LAKE

ATTEST:

\_\_\_\_\_  
County Clerk

(Seal)  
ENGINEERS

By \_\_\_\_\_  
Chairman, County Board

Date \_\_\_\_\_

INTERNATIONAL OPERATING  
LOCAL 150

By \_\_\_\_\_

Date \_\_\_\_\_

## 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

All job classifications covered by this Agreement require a CDL. Consequently, all employees are required to maintain a valid CDL as a condition of continuing employment.

- 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. Division 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 sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.
4. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested by 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 employees may still be subject to discipline, up to an 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.

**Tier 1**  
**Salary Schedule for 150 DOT Skilled Trades Hired Prior To Ratification**  
**2% Increase Effective April 1, 2012**

		Road Maint	Road Maint	Operator	Mechanic	Lead	Foreman*
Introductory		Wkr	Wkr II			Mechanic*	
6 mos	Merit	32.57	32.46	32.99	33.08		
1	Appointment Date	32.72	32.65	33.19	33.26	36.84	36.84
2	Appointment Date	32.87	32.96	33.50	33.58	37.01	37.01
3	Merit	33.50	33.58	34.12	34.20	37.16	37.16
4	Appointment Date	33.65	33.73	34.27	34.35		
5	Appointment Date	33.81	33.88	34.43	34.51		
6	Merit	34.43	34.51	35.05	35.13		
7	Appointment Date	34.59	34.66	35.21	35.28		
8	Appointment Date	34.74	34.81	35.36	35.43		

**Tier 1**  
**Salary Schedule for 150 DOT Skilled Trades Hired Prior To Ratification**  
**2.25% Increase Effective April 1, 2013**

		Road Maint	Road Maint	Operator	Mechanic	Lead	Foreman*
Introductory		Wkr	Wkr II			Mechanic*	
6 mos	Merit		33.19	33.73	33.82		
1	Appointment Date	33.46	33.38	33.94	34.01		
2	Appointment Date	33.61	33.54	34.09	34.18	37.67	37.67
3	Appointment Date	33.61	33.70	34.25	34.33	37.84	37.84
4	Merit	34.25	34.33	34.89	34.97	38.00	38.00
5	Appointment Date	34.41	34.49	35.04	35.13		
6	Appointment Date	34.57	34.65	35.20	35.28		
7	Merit	35.20	35.28	35.84	35.92		
8	Appointment Date	35.37	35.44	36.00	36.08		
8	Appointment Date	35.52	35.60	36.16	36.23		

\*Movement through steps is based upon the appointment date to that specific position there; are no merit steps.

**Tier 2**  
**Salary Schedule for 150 DOT Skilled Trades Hired After Ratification**  
**Effective April 1, 2012**

	Advancement	Road Maint Wkr	Operator	Mechanic	Lead Mechanic*	Foreman*
Introductory		20.11	24.12	26.50		
6 mos	Merit	22.03	26.43	29.04		
1	Appointment Date	22.14	26.56	29.18	36.84	36.84
2	Appointment Date	22.25	26.70	29.33	37.01	37.01
3	Appointment Date	22.37	26.83	29.47	37.16	37.16
4	Merit	22.48	26.96	29.62		
5	Appointment Date	22.59	27.10	29.77		
6	Appointment Date	22.70	27.23	29.92		
7	Appointment Date	22.82	27.37	30.07		
8	Merit	22.93	27.51	30.22		
9	Appointment Date	23.05	27.64	30.37		
10	Appointment Date	23.16	27.78	30.52		
11	Appointment Date	23.28	27.92	30.67		
12	Merit	23.39	28.06	30.83		
13	Appointment Date	23.51	28.20	30.98		
14	Appointment Date	23.63	28.34	31.14		
15	Appointment Date	23.75	28.48	31.29		

**Tier 2**  
**Salary Schedule for 150 DOT Skilled Trades Hired After Ratification**  
**2.25% Increase Effective April 1, 2013**

	Advancement	Road Maint Wkr	Operator	Mechanic	Lead Mechanic*	Foreman*
Introductory		20.56	24.67	27.10		
6 mos	Merit	22.53	27.03	29.69	37.67	37.67
1	Appointment Date	22.64	27.16	29.84	37.84	37.84
2	Appointment Date	22.76	27.30	29.99	38.00	38.00
3	Appointment Date	22.87	27.43	30.14		
4	Merit	22.98	27.57	30.29		
5	Appointment Date	23.10	27.71	30.44		
6	Appointment Date	23.21	27.85	30.59		
7	Appointment Date	23.33	27.99	30.74		
8	Merit	23.45	28.13	30.90		
9	Appointment Date	23.56	28.27	31.05		
10	Appointment Date	23.68	28.41	31.21		
11	Appointment Date	23.80	28.55	31.36		
12	Merit	23.92	28.69	31.52		
13	Appointment Date	24.04	28.84	31.68		
14	Appointment Date	24.16	28.98	31.84		
15	Appointment Date	24.28	29.13	32.00		

\*Movement through steps is based upon the appointment date to that specific position there; are no merit steps.