

# **Labor Agreement**

Lake County Health Department Board

&

International Union of  
Operating Engineers  
Local 150, Public Employees Division

**Maintenance Department**

December 1, 2012 through November 30, 2016

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## **PREAMBLE**

This Agreement is entered into by and between the Lake County Health Department and Community Health Center, hereinafter referred to as the “Employer” and the International Union of Operating Engineers, Local 150, Public Employees Division, 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 representing employees in the bargaining unit, 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 prevent grievances relating to employees’ wages, hours, and working conditions.

All parties mutually agree that their objective is for the good and the welfare of the Lake County Health Department and Community Health Center 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 Lake County Health Department and Community Health Center and the Union 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 Lake County Health Department and Community Health Center.

B) “Employee” refers to all bargaining unit employees who work in the Lake County Health Department and Community Health Center Maintenance Department of Administrative Services and are 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 and is outside the Bargaining Unit.

D) “Introductory Employee” refers to any employee who has been working for the employer for less than a minimum of twelve (12) consecutive months regardless of whether that employee is a new employee of the employer or an employee who has been rehired after leaving employment with the employer. All introductory employees shall serve a minimum introductory period of at least twelve (12) consecutive months. The discipline, demotion, or discharge of an introductory employee shall not be a violation of this Agreement nor subject to the grievance procedure contained in Article 17.

E) “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.

**ARTICLE 3**  
**RECOGNITION**

Section I. Bargaining Agent

The Employer hereby recognizes the International Union of Operating Engineers, Local 150, as the exclusive collective bargaining agent for all Lake County Health Department and Community Health Center Maintenance Department employees within the following bargaining unit, as certified by the Illinois State Labor Relations Board:

Lake County Health Department and Community Health Center employees in the Maintenance Department of Administrative Services who hold the following job classifications: Maintenance Worker I, Maintenance Worker II, and Maintenance Worker III

Excluded from Bargaining Unit:

All other Lake County Health Department and Community Health Center Employees.

Section 2. New Classifications

The Lake County Health Department and Community Health Center shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event the Employer establishes new classifications there will be a meeting for the purpose of establishing pay rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within

thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

## **ARTICLE 4**

### **MANAGEMENT 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 Maintenance Department 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, a disciplinary action or for 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 (upon demand, the Employer agrees to negotiate over the decision and impact of contracting out), relocate, or transfer work to maintain efficiency;
- i. The right to direct employees in their tasks.

## **ARTICLE 5**

### **UNION RIGHTS**

#### Section 1.

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 Facilities Manager of such absence and the requested time off will not interfere with the efficient operation of the Department as determined by the Facilities Manager. The employee may utilize any accrued time off, except sick time, in lieu of the employee taking such leave without pay.

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Lake County Health Department and Community Health Center policy matters directly affecting wages, hours and terms and conditions of employment.

#### Section 2. Union Bulletin Boards

The Employer shall provide a Union bulletin board in the Maintenance Department. The Board or space shall be for the sole and exclusive use of the Union.

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

Union activities within Employee 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 Facilities Manager 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.

## **ARTICLE 6**

## **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 the Illinois Public 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 Union to notify the employees covered hereby that the deduction will be made pursuant to this Agreement negotiated with the Employer.

## **ARTICLE 7**

### **WAGES**

~~Employees covered by this agreement will receive the same increase as non-unionized employees effective December 1, 2010. The Employer will notify the Union and provide the amount to be granted to non-unionized employees no later than November 1, 2010.~~

~~The parties may reopen the bargaining agreement upon notice on or after August 1, 2011, but no later than November 1, 2011 for purposes of negotiating a wage increase only for fiscal year 2011/2012. The notice must be received by the Human Resources Department within the time period specified above and the parties will be required to schedule a meeting within 15 working days of receiving the notice. Failure to provide notice within the prescribed time frame will result in employees covered by the agreement being granted increases effective December 1, 2011 in the same amount as non-unionized employees.~~

**Effective 12/1/2012 employees shall receive a 2.75% general increase.**

**Effective 12/1/2013 employees shall receive a 2.85% general increase.**

**Effective 12/1/2014 employees covered under this contract shall receive the same wage increase as non-union employees.**

**Effective 12/1/2015 employees covered under this contract shall receive the same wage increase as non-union employees.**

~~It is expressly understood that during the course of collective bargaining related to this reopener, should the parties reach impasse, the No Strike/No Lockout provisions of the Collective Bargaining Agreement (Article 18) may be declared null and void by the Union.~~

## **ARTICLE 8**

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

#### **SECTION 1: NORMAL WORK HOURS**

The paid workday for bargaining unit employees is 7.5 hours and the paid work week is 37.5 hours. Normal hours of work shall be as follows:

**6:30 am – 2:30 pm**

**7:30 am – 3:30 pm**

**8:30 am – 4:30 pm**

The employer reserves the right to change hours of work on a temporary or permanent basis with reasonable notice to the affected employee.

## **SECTION 2: LUNCH AND LUNCH PERIODS**

Employees shall be granted one half hour unpaid lunches near the mid-point of each day. Breaks shall be established in accordance with provisions in effect prior to this agreement.

## **SECTION 3: OVERTIME COMPENSATION**

A bargaining unit employee shall be paid at one and one half his/her regular hourly rate of pay when required to work in excess of 8 hours in one day or 40 hours in a work week.

## **SECTION 4: HOLIDAY AND WEEKEND COMPENSATION**

An employee shall be paid at one and one half (1.5) the employee's regular hourly rate of pay for all hours worked on all designated fixed holidays, Saturdays and Sundays. Employees whose normal work week includes Saturdays and Sundays shall not be eligible for premium pay for working said days. **Double time shall be paid for all hours worked on Thanksgiving Day, Christmas Day and New Years Day.**

## **SECTION 5: OVERTIME DISTRIBUTION**

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 recognized 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 deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuse it or is unavailable, the employer may work part-time or temporary personnel on said overtime without the violation of the Agreement.

#### **SECTION 6: CALLBACK**

A “callback” is defined as an official assignment of work which does not continuously follow an employee’s regularly scheduled working hours. Employees called back to work shall be guaranteed a minimum of two hours of pay at time and one half (1.5) their regular hourly rate of pay, which shall represent compensation for the callback. Thereafter, employees shall be paid at the appropriate rate of pay in accordance with Section 3 of this Article.

## **SECTION 7: COMPENSATORY TIME**

An employee who works over (1) additional hour on a given day will have the option of being paid in compensatory time. However, employees may accumulate no more than 15 hours. Employees shall cash out all compensatory time in November prior to the end of the fiscal year, or at separation.

Compensatory time shall be taken by the employee upon the approval of their immediate supervisor. Employees must submit their request for compensatory time to their immediate supervisor at least (2) weeks in advance of the intended absence and indicate the date and duration of the leave time requested. However, no reasonable request shall be denied if there is adequate coverage and proper notice.

## **SECTION 8: ON CALL PAY**

Employees assigned or designated on call shall be paid ~~\$75~~ **\$15.00** for each on call ~~week~~ **day**. All bargaining unit employees will participate in on-call duties on a rotating basis. If the employee is summoned to perform any official duties during his/her on-call week, he/she will be credited a minimum of (2) hours.

## **SECTION 9: WINTER OPERATIONS**

Designated staff will be responsible for contacting bargaining unit members when needed to perform winter operations. The staff designated to be Snow Commander(s) will be

paid ~~\$75.00~~ **\$15.00** for each day ~~one week from~~ starting with the first snow fall in November but, no later than November 15<sup>th</sup> until March 1<sup>st</sup>. The designated Snow Commander(s) will be paid on a daily basis for any snow events after March 1<sup>st</sup>.

## ARTICLE 9

### LAYOFF AND RECALL

#### Section 1. Definition and Notice

In the event it becomes necessary for the Employer to layoff a non-introductory employee, the Employer shall give the Union at least thirty (30) days notice of the layoff except in emergency situations wherein such period of notice may be reduced.

#### Section 2. General Procedures

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article 10. The employer may lay off employees out of this inverse order of seniority if it reasonably determines that retention of a less senior employee is necessary to perform the work based on relative skills and abilities.

However, prior to laying off any bargaining unit employees, all seasonal, temporary, introductory, part-time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the Maintenance Department of the Health Department shall be laid off or terminated, as the case may be.

#### Section 3. Recall of Laid-off Employees

The names of laid-off employees shall be placed on a layoff list for twelve (12) months.  
Employees shall be recalled in seniority order.

## **ARTICLE 10**

### **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, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without calling in. However, if an employee returns to work in any capacity for the Employer within twenty four (24) months, the break in continuous service shall be removed from his/her record.

#### 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 11**

### **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 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 suitable qualified individual for the position and may 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 Employer will be promoted.

## **ARTICLE 12**

### **LEAVES OF ABSENCE**

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

## 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 Employer's contribution to the Union Plan for payment of insurance premiums shall be as follows:

**Upon Ratification for Fiscal Year 2014**     ~~December 1, 2010~~

<b>Single Coverage</b>	<b>\$750 per month</b>	<del>Single Coverage</del> — <del>\$600 per month</del>
<b>Family Coverage</b>	<b>\$1,800 per month</b>	<del>Family Coverage</del> — <del>\$1,450 per month</del>

~~There shall be no more than a 10% increase to the premiums charged to the County. As such the amounts will not exceed the following:~~

**January 1, 2015**     ~~January 1, 2011~~

<b>Single Coverage</b>	<b>\$880 per month</b>	<del>Single Coverage</del> — <del>\$660 per month</del>
<b>Family Coverage</b>	<b>\$1,900 per month</b>	<del>Family Coverage</del> — <del>\$1,595 per month</del>

**January 1, 2016**

<b>Single Coverage</b>	<b>\$925 per month</b>
<b>Family Coverage</b>	<b>\$2,000 per month</b>

**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.**

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 Employer's Plan in favor of obtaining insurance coverage through an external group plan.

The Union shall indemnify and hold the Employer 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 Employer owes premium payments on behalf of non-employees, contract employees, joint employees, seasonal employees, or any employee not understood by the Employer 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 Employer'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 Employer in such actions, as well as the Employer's costs and attorneys' fees for the counsel of its choice utilized in defending such actions and enforcing the terms of this indemnification provision.

Section 13.2 Coverage Under the Union's Plan/Hold Harmless

**The Union and the authorized representatives of the Trustees of the Union's Plan have provided assurances to the Employer 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 Health Department 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 14**

### **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 Facilities Manager or to the Director of Human Resources.

## ARTICLE 15

### 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 Article 16. The Employer further agrees that disciplinary action shall be in a timely fashion and in accordance with Section 10.1 of the Lake County Health Department and Community Health Center Employee Policies and Procedures.

#### 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 five (5) days, shall not expire and may be used at any time when determining the action to be taken.

#### Section 3. Right to Union Representation

Upon Employees request, and Employee shall have the right to representation by his/her 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 **their** discipline. During said

meeting, the Union representative may not speak on behalf of the Employee but may consult with and/or advise the Employee.

## **ARTICLE 16**

### **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 16 shall be the exclusive grievance procedure available for the resolution of employee grievances; and employee covered by this Agreement may not use the Lake County Health Department and Community Health Center Grievance Procedure, contained in Section 12.1 of the Lake County Health Department and Community Health Center Employee Policies and Procedures, for the resolution or adjudication of their grievances. For purposes of this Article, “just cause” is generally defined to include, but is not limited to any behavior that is listed as unacceptable in Section 10.1 of the Lake Health Department and Community Health 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 their 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 their representative) shall respond 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 Service Area Director (or their representative) within ten (10) calendar days following the receipt of the immediate supervisor's (or their representative) answer in Step One, or the failure of the immediate supervisor's (or their representative) to answer in Step One, or the failure of the immediate supervisor's (or their representative) to answer within the ten (10) calendar days as set forth in Step One. The Service Area Director (or their representative) should attempt to resolve the grievance as soon as possible, and therefore will schedule a meeting with the employee, the immediate supervisor (or their representative) shall then render a decision, based on the information supplied during the meeting and any investigation prior and subsequent to the meeting, within ten (10) calendar days of the meeting.

**STEP THREE:** If not resolved at Step Two, the written grievance shall be presented by the Union to the Director of Human Resources (or their representative) within ten (10) calendar days following the receipt of the immediate supervisor's (or their representative) answer in Step Two, or the failure of the immediate supervisor's (or their representative) to answer within the ten (10) calendar days as set forth in Step Two. The Director of Human

Resources (or their representative) should attempt to resolve the grievance as soon as possible, and therefore will schedule a meeting with the employee, the immediate supervisor (or their representative), and the employee's Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Director of Human Resources (or their representative), and the Employee's Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Director of Human Resources (or their representative) shall then render a decision, based on the information supplied during the meeting and any investigation prior and subsequent to the meeting, within ten (10) calendar days of the meeting.

STEP FOUR: If the grievance is not resolved in Step Three, the grievance shall be submitted in writing to the Executive Director (or their representative) within ten (10) calendar days from the receipt of the Step Three response from the Director of Human Resources (or their representative) or answer within ten (10) calendar days as set forth in Step Three. A meeting may be held at a mutually agreeable time and place with the Executive Director (or their 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 Executive Director (or their representative) shall give the Union the Employer's answer within ten (10) calendar days from the date the Executive Director (or their representative) received the Step Three grievance or, if applicable, within ten (10) days from the date of their meeting.

## STEP FIVE: ARBITRATION

If the answer at Step Four 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 Executive Director's answer at Step Four or the failure of the Executive Director to answer within ten (10) calendar days as set forth in Step Four. Only the Union may submit a grievance for binding arbitration. The Union must serve by Certified U.S. Mail the Director of Human Resources with written notice of intent to appeal a grievance to **Step** Five arbitration within ten (10) calendar days. The Union may serve notice via personal service if it can secure the written acknowledgement of receipt by the Director 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 Services ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. In the event that at 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 member of the

National Academy of Arbitrators who reside within a radius of 100 miles from the City of Chicago. Both the Director of Human Resources (or their 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 party 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 questions 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 expenses and fees 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 Five 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 Five.

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

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

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

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

## **ARTICLE 17**

### **UNIFORMS**

**The Employer will provide employees in the bargaining unit with uniforms and provide replacement clothing (to include safety shoes) as needed. The employees will be responsible for the care and cleaning of their clothing. Bargaining unit members will be provided with safety shoes with a cost not to exceed \$200 per purchase. The employer shall have the right to deny purchases that maybe excessive or due to carelessness.**

**All employees shall be required to wear their uniform, safety shoes and ID badge while on duty. Employees will be expected to present a neat and clean appearance when reporting for duty.**

## ARTICLE 18

### DRUG AND ALCOHOL POLICY

The Health Department prohibits the unlawful presence ~~or~~ use of controlled drugs and alcohol in the workplace. The intent of this policy is to comply with the Drug-Free Workplace Act of 1988. This is to reiterate, and state in a formal way, our policy regarding the work-related effects of drug and alcohol use and the unlawful possession of controlled substances on company premises.

1. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. Individuals under the influence of unlawful controlled substances or alcohol are not in the appropriate mental and physical condition for work.
2. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol during normal work hours or on Health Department premises is absolutely prohibited and adherence to this policy is a term and condition of employment, and its violation will result in disciplinary action up to and including termination.
3. Employees must, as a condition of employment, report any conviction under criminal drug statute for violations occurring on or off Health Department business. A report of a conviction must be made within five (5) working days after the conviction. (This requirement is mandated by the Drug-Free Work Act of 1988.)
4. The Employer recognizes drug and alcohol dependency as a potential health, safety, and security problem. Employees needing help in dealing with such problems are

encouraged to use our confidential employee assistance program and health insurance plans, as appropriate. Reasonable accommodation will be made to assist efforts to seek such help.

5. As part of our established and ongoing awareness program for all employees on the dangers of drug and alcohol abuse in the workplace, this policy will be discussed with new employees. All employees are requested to sign an acknowledgement that he/she has received a copy of our Drug and Alcohol Free Workplace Policy and the compliance with the policy is a term and condition of employment.

## **ARTICLE 19**

### **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 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. If an employee is suspended, discharged or demoted for participating in actions prohibited by Section 1 above, the employee may not grieve

or arbitrate whether there was just cause for the discipline imposed by the Employer.

Grievances involving suspension, demotion or discharge that arise pursuant to Section 1 above may proceed to Step 4, Arbitration, but only to address the sole issue of whether the employee's actions violated Section 1 above.

## **ARTICLE 20**

### **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 create a Safety and Health Program 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, 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 21**

### **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 Employer and the Union, 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 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**

### **TERMINATION**

This agreement shall be effective as of the **1st day of December, 2012** and shall remain in full force and effect until the last day of November, **2016**. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_day of \_\_\_\_\_,  
2014, in Lake County, Illinois.

COUNTY OF LAKE

ATTEST:

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

(Seal)

\_\_\_\_\_  
CHAIRMAN HEALTH  
DEPARTMENT BOARD

Date \_\_\_\_\_

INTERNATIONAL UNION  
OF OPERATING ENGINEERS  
LOCAL 150

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

APPENDIX A  
LEAVE OF ABSENCE POLICY

The LCHD/CHC Leave of Absence revised policy will be submitted to the Personnel Committee on August 27, 2014 for approval. It will be placed in this location upon approval.

**APPENDIX B**

**FISCAL YEAR 2013 PAY SCALE**

<b>Titles</b>	<b>HOURLY Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Maintenance Worker I	14.52	17.73	20.96
Maintenance Worker II	17.45	21.46	25.46
Maintenance Worker III	19.12	23.60	28.10

**FISCAL YEAR 2014 PAY SCALE**

<b>Titles</b>	<b>HOURLY Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Maintenance Worker I	14.93	18.24	21.56
Maintenance Worker II	17.95	22.07	26.19
Maintenance Worker III	19.66	24.27	28.90

Effective 10/22/2010