

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150
AND
LAKE COUNTY- DEPARTMENT OF PUBLIC WORKS

Lake County Public Works Department has implemented a Dryer Program to process biosolids more efficiently. This Program will require employees who will be responsible for staffing this new work area, and the operation and maintenance of the Dryer. The Employer shall determine the number of employees needed to staff the operation. Initially three employees will be assigned.

The parties agree as follows, effective January 31, 2025:

1. The Dryer Operation Program shall have two shifts: 5:00 a.m. to 3:30 p.m. and 7:00 a.m. to 5:30 p.m., Monday, Tuesday, Wednesday, and Thursday. When the Dryer is not operational, employees shall work 5:00 a.m. to 3:30 p.m., Monday through Thursday.
2. The parties agree that the job descriptions for the program (Lead Dryer Technician and Dryer Technician) are accurate – see Attachment A.
3. The salary schedule for the positions is set forth in the Public Works Supplemental Agreement between Lake County and Local 150.
4. Employees who are assigned to operate the dryer shall continue to accrue benefit time in eight (8) hour increments but use benefit time in ten (10) hour increments, including for floating holidays.
5. When a fixed holiday occurs on a day an employee is otherwise scheduled to work a 10-hour day, an employee will be required to use two hours of applicable benefit time (vacation or compensatory time) in order to be paid for the holiday or the employees

assigned to operate the dryer may opt to move to an eight (8) hour workday for the workweek. All dryer employees must make the unanimous decision as a group whether to work a 4-10 hour or 5-8 hour schedule for the fixed holiday workweek. For the duration of 2025, the decision as to the work schedule must be made and the Director must be informed by January 31, 2025 for the fixed holidays occurring during the remainder of the 2025 calendar year. For holidays occurring in subsequent calendar years, the decision as to the work schedule for workweeks with a fixed holiday must be made by December 1 of the preceding year. (e.g. employees must decide and report to the Director by December 1, 2025 for fixed holidays occurring in 2026.) When a holiday falls on a day that the employee is not scheduled to work, the employee will be paid his regular salary for the week, assuming he is not in unpaid status for any scheduled day during that week.

6. The parties agree that any work performed outside a shift, 5:00 a.m. to 3:30 p.m. or 7:00 a.m. to 5:30 p.m., and/or a workweek, Monday Tuesday, Wednesday and Thursday, shall be paid at the appropriate rate of overtime pay, consistent with the overtime provisions of the Public Works Supplemental Agreement.
7. Employees will not have their shifts changed on a temporary basis unless there is an emergency or significant operational need. In the event the Employer desires to change the dryer operations shifts permanently from those specified herein, the parties shall meet and negotiate any mandatory subjects of bargaining. When the dryer is more consistently operational, the parties will reopen this MOA to negotiate over the hours of work and the impact of any change thereto.
8. This Memorandum of Agreement and the specific terms of this Agreement shall not be precedent setting, shall not be considered evidence of past practice, and shall not waive

any rights of either party pursuant to the Collective Bargaining Agreement currently in effect, except as specified herein.

AGREED:

For Local 150:

For Lake County:

**I.U.O.E Local 150
Business Representative**

**Lake County
Director of Human Resources**

DATE:

DATE: