Labor Agreement

Lake County Board

&

International Union of
Operating Engineers
Local 150, Public Employees Division
Facility Operations Division

December 1, 2014 through November 30, 2019

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PREAMBLE

This Agreement is entered into by and between the County of Lake, 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 County and the Union's members alike. All parties further agree that it is in the interest of collective bargaining and harmonious relations that they will at all times abide by the terms and conditions hereinafter set forth and agreed upon. The County and the Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all 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 who work in the County of Lake Facility Operations Division of Central Services and are in a classification covered by this Agreement, whether in an introductory, temporary or regular, full-time, or part-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 was has been working for the County of Lake 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 County of Lake. All introductory employees shall serve a minimum introductory period of at least six (6) consecutive months. The introductory period may be extended up to an additional three (3) months if the Department Head and the Director of Human Resources agree that additional time is necessary to evaluate the employee's performance. 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 13.

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 13 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 13 or the Lake County grievance procedure. The employment of temporary employees will not be used to diminish regular, full time employees' hours of work nor their usual opportunities for overtime.

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.

ARTICLE 3

RECOGNITION

The Employer hereby recognizes the International Union of Operating Engineers, Local 150, as the exclusive collective bargaining agent for all Lake County Facility ty Operations Division employees within the following bargaining unit, as certified by the Illinois State Labor Relations Board:

Included in Bargaining Unit:

Lake County employees in the Facility Operations Division who hold the following job classifications: Maintenance Supervisor, Lead Engineer, Engineer I, Electronics Technician, Maintenance III, Maintenance/Custodial II, Landscaper II and Maintenance/Custodial I.

Excluded from Bargaining Unit:

All other Lake County employees

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 Facility Operations Division 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 S

UNION RIGHTS

Section I.

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 in lieu of the employee taking such leave without pay.

Section 2. Union Bulletin Boards

The Employer shall provide Union bulletin boards in the Facility Operations Division. The Boards or space shall be for the sole and exclusive use of the Union.

Section 3. Union Activity During Working Hours

Union activities within Employer facilities shall be restricted to administering this Agreement.

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

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and

ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.

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

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

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

The Union agrees to provide fair share payers with an appeal procedure m 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

Effective 12/1/14 employees shall receive a 2.75% across the board increase.

Effective 12/01/15 employees shall receive a 2.5% across the board increase. Additionally, Jeff Grom shall receive a 5% equity increase effective 12/1/2015.

Effective 12/01/16 employees shall receive the same across the board increase as non-union employees.

Effective 12/01/17 employees shall receive the same across the board increase as non-union employees.

Effective 12/01/18 employees shall receive the same across the board increase as non-union employees.

ARTICLE S

HOURS OF WORK AND OVERTIME

Section 1. Normal Work Hours

The employer reserves the right to set schedules and hours of work for the efficient operation of the Division. However, the current hours of operations are as follows:

Maintenance

Monday through Friday	7:00 am to 3:30 pm
Monday through Friday	8:30 am to 5:00 pm

Engineer Courthouse

First Shift

Sunday through Thursday	7:00 am to 3:30 pm
Tuesday through Saturday	8:30 am to 5:00 pm

Second Shift
Wednesday through Sunday 3:00 pm to 1 1:30 pm
Tuesday through Saturday 3:00 pm to 11:30 pm

Third Shift
Friday through Tuesday 11:00 pm to 7:00 am

Engineers Winchester House
First Shift 7:00 am to 3:30 pm
Sunday through Thursday 7:00 am to 3:30 pm
Tuesday through Saturday

Second Shift
Sunday through Thursday 3:00 pm to 1 1:30 pm
Tuesday through Saturday 3:00 pm to 11:30 pm

Third Shift
Friday through Tuesday 11:00 pm to 7:00 am
Tuesday through Saturday 11:00 pm to 7:00 am

Central Permit
First Shift
Monday through Friday 7:00 am to 3:30 pm

The parties will meet and confer regarding any permanent changes lo the hours of work outlined herein (including adding new shifts). The Employer will provide the Union with two weeks advance notice of the change and; the Union will have two weeks upon receipt of such notification to schedule a meeting in order to the discuss the above. The Employer may implement the schedule change or additional shift(s) if no meeting is scheduled within the two week notice period. The Employer will implement the original or a modified schedule after consideration is given to the issues raised.

Section 2. Overtime:

Overtime compensation will be provided to bargaining unit employees in accordance with Section 3.5 of the Lake County Employee Policies and Procedures Ordinance.

Overtime shall be compensated at a rate of 1.5 times base hourly salary for hours worked in excess of eight (8) in a day and forty (40) in a week.

Section 3. Holiday Compensation:

Holiday compensation will be paid to the employee at their regular rate for the hours worked during a fixed holiday by one of the following methods:

a. An alternate day off during the pay period in which the holiday occurs.

b. Compensatory time off at straight rate of pay for the hours worked.

c. Cash payment for the holiday at straight pay.

Effective December 1, 2010 double time shall be paid for all hours worked on Thanksgiving Day, Christmas Day and New Year's Day.

Section 4. 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 minimum two-hour guarantee at the employee's overtime rate of pay will be provided for all call-outs.

Section 5. On Call Pay

Employees who are designated to be on call shall be paid one (1) hour per on call day at a rate of time and one half (1.5) their regular rate of pay.

Section 6. Compensatory Time and Accumulation

The Employer shall grant the use of compensatory time pursuant to Section 5.7 (3) Compensatory Time Off, of the current Lake County Personnel Policies and Procedures Ordinance.

Section 7. Mandatory Overtime

Employees shall be required to work overtime in situations:

a. that require immediate attention and a failure to act immediately may create an unsafe condition which could result in damage/injury to the public, employees and/or county owned property; and/or
b. to meet operational needs (such as contract completion).

Overtime shall be assigned to qualified employees and then in rotating order amongst the employees who normally perform the type of work at issue. The supervisor shall contact employees in order who are qualified to perform the work needed. Employees may decline the overtime. If the list is exhausted the least senior employee will be required to work the overtime even if they initially declined.

ARTICLE 9

LAYOFF AND RECALL

Section 1. Definition and Notice

In the event it becomes necessary for the Employer to lay off a non-introductory employee, the Employer shall give the Union at least thirty (30) day's 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. 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 Facility Operations Division of Central Services 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 reporting off. 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 qualified individual for the position and will promote current employees when appropriate to fill vacancies. In instances where the employer is deciding between two (2) or more employees who are felt to be of equal attitude, skill, ability and past performance, the employee with the longest period of continuous employment with the County will be promoted.

ARTICLE 12

UNIFORMS

I. Uniforms

During each fiscal year of this Agreement, the Employer will provide employees in the bargaining unit with 4 pants, 4 shirts, and 1 jacket. The employees will be responsible for the care and cleaning of their uniforms. During each year of this Agreement, the employer will provide reimbursement, up to a maximum of $250.00 for the purchase of safety shoes from the County's vendor.

All employees will 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.

2. Protective Clothing

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

3. Prescription Safety Glasses

Bargaining unitemployees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

(A) Reimbursement may be made once every two years from date of purchase;

(B) The Employer shall reimburse one hundred percent (100%) of the cost for one (I) pair of prescription safety glasses up to a maximum of $100.00.

4. Tool Allowance

Should an Employee be required to purchase his/her own tools, the Employer shall reimburse the Employee upon presentation of an original receipt up to a maximum of;

1.) $275.00 per fiscal year for employees holding the position of Maintenance/Custodial I and II or; 2.) $350.00 per fiscal year for employees holding the position of Maintenance III, Engineer I and Lead Engineer.

Employees shall request approval for the purchase of tools in advance. The Employer reserves the right to deny approval for the purchase of tools that are deemed to be duplicates, unrelated to the employee's duties or for any other legitimate business reasons. No request shall be unreasonably denied.

ARTICLE 13

LEAVES OF ABSENCE

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

ARTICLE 14

INSURANCE

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 $750
Family Coverage $1 ,800

Effective July 1, 2017

Single Coverage	**$630**
Single Plus One	**$1,260**
Family Coverage	**$1,921**

Effective January 1,2017
Re-Opener on Insurance Rates only – during the pendency of insurance negotiations the parties agree that the no strike provision only of this agreement shall be waived.

EffectiveJanuary 1,2018

Re-Opener on Insurance Rates only – during the pendency of insurance negotiations the parties agree that the no strike provision only of this agreement shall be waived.

The Employer agrees that premiums shall be paid monthly, to be submitted to MOE no later than the 15th of the month prior to the month in which the employee is covered.

Employees and their eligible dependents shall have COBRA rights to continue the Union Plan upon a qualifying event as defined in federal and state statues. 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 that 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 15

PERSONNEL RECORDS

Personnel records will be released: (I) 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 16

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 17. The Employer further agrees that disciplinary action shall be in a timely fashion.

Section 2. Corrective Discipline

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

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

Section 3. Right to Union Representation

Upon employee request, an employee shall have the right to representation by his 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 17

GRIEVANCE AND ARBITRATION

Section 1. Preamble

It is mutually desirable and hereby agreed that all grievances shall he handled in accordance with the following steps. For the purposes of this Agreement, a grievance is an alleged violation of the provisions of this Agreement. All of the time limits set forth below are

of the essence. No Grievance shall be accepted or appealed unless submitted within the time limits set forth in Section 2. If the grievance is not timely submitted or appealed, it is waived and cannot be reinstated. Article 17 shall be the exclusive grievance procedure available for the resolution of employee grievances; an employee covered by this Agreement may not use the Lake County Grievance Procedure, contained in Ordinance 12.1 of the Lake County Personnel Policies and Procedures, for the resolution or adjudication of their grievances. For purposes of this Article, "just cause" is defined to include, but is not limited to any behavior that is listed as unacceptable in Ordinance 10.1 of the Lake County Personnel Policies and Procedures.

Section 2. Grievance Steps

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

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

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

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

STEP FOUR: Arbitration

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

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

In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. In the event that the Director of Human Resources (or his representative) does not sign and submit said request to FMCS or return it to

the Union fully signed within fourteen (14) calendar days after receipt by the Director's representative, the Union may file a request that is consistent with the provisions of this subsection with the FMCS but signed only by the Union with notice to the Director of Human Resources. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 miles from the City of Chicago. Both the Director Human Resources (or his representative) and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within fourteen (14) calendar days of its receipt and request that a new panel be submitted. The Director of Human Resources and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this procedure shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall participate in a coin toss to determine which party shall strike the first name from the panel.

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

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

The Employer or the respective Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents if deemed relevant by the arbitrator. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the

matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

All the expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

The decision and award of the arbitrator shall he final and binding on the Employer, the Union, and the employee or employees involved.

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

Section 3. Time Limits

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

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

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

ARTICLE 18

NO STRIKE, NO LOCKOUT

Section 1. No Strike, No Lockout

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

Section 2. Resumption of Operations

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

Section 3. Union Liability

Upon the failure of 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 19

SAFETY AND HEALTH

Section 1. Safety and Health Program

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their non-bargaining unit supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued. The Employer will 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 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.

Section 2. Safety and Health Committee

The Union and Facility Operations agree to establish a Facility Operations Safety and Health Committee. The composition of the Committee will be set by the Facility Manager but will include at least two union-selected non-supervisory employees. This committee will meet once a month during normal work hours and a summary of the meeting will be kept and posted

on a department bulletin board. The responsibilities of the committee will include but not be limited to:

1) Providing an opportunity for free discussion of safety hazards a preventative measure.

2) Developing and reviewing changes in safety policy and procedure.

3) Developing and reviewing a Safety Training program.

4) Monitoring compliance with County and Government Safety Standards.

ARTICLE 20

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 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' agreement in writing.

ARTICLE 21

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should he 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 22

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 23

TERMINATION

This agreement shall be effective as of the first day of December 2014 and shall remain in full force and effect until the last day of November 2019. 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

APPENDIX A

FICAL YEAR 2015 PAY SCALE Effective 12-1-2014

2.75% Increase					
Titles	**Minimum**		**Midpoint**		**Maximum**
Maintenance/Custodian I	15.34		18.74		22.15
Maintenance/Custodian II	18.44		22.68		26.91
Landscaper II					
Maintenance III	20.21		24.94		29.70
Engineer I	22.16		27.45		32.74
Electronic Technician					
Lead Engineer	24.31		30.20		36.08

FICAL YEAR 2016 PAY SCALE Effective 12-1-2015

2.5% Increase					
Titles	**Minimum**		**Midpoint**		**Maximum**
Maintenance/Custodian I	15.73		19.21		22.71
Maintenance/Custodian II	18.90		23.25		27.58
Landscaper II					
Maintenance III	20.71		25.57		30.44
Engineer I	22.72		28.14		33.56
Electronic Technician					
Lead Engineer	24.92		30.95		36.98

FICAL YEAR 2017 PAY SCALE Effective 12-1-2016

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Landscaper II					
Maintenance III	21.18		26.14		31.13
Engineer I	23.23		28.77		34.31
Electronic Technician					
Lead Engineer	25.48		31.65		37.82

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____ 201__, in Lake County, Illinois.

COUNTY OF LAKE

ATTEST:

_____
Lake County Board

_____
Lake County Clerk

Date_____

INTERNATIONAL
UNION OF OPERATING
ENGINEERS LOCAL 150

_____

_____

_____

_____

Date_____

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) (l).

5. Tampering with or substitution of a urine specimen required for testing.

C. Reporting Requirements for Prescribed Controlled Substances

I. 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

I. 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 ansmg 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 employees.

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.

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 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. Facilities Operations Division 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:

I. 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

I. There are three categories of test results:

I)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. Drug testing is conducted by analyzing an employee's urine specimen. The Analysis is performed at laboratories certified and monitored by the Department of Health and Human Services for the following drugs:

a. Marijuana (THC metabolite)

b. Cocaine

c. Opiates (morphine and codeine)

d. Phencyclidine (PCP)

e. Amphetamines

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

a. If an employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage, a positive test result consistent with the ingredients of such medication will not constitute cause for discipline for engaging in prohibited drug-related

conduct. The County may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.

Regardless of the above paragraph, an employee may still be subject to discipline, up to 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

I. 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 1s 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.

Human Resources and Risk Management
Rodney S. Marion
18 North County Street – 7th Floor
Waukegan, Illinois 60085-4355
Phone 847 377-2700
HR Fax 847 625-7045
Risk Fax 847 377-2182

LakeCounty

Ken Edwards
International Union of Operating Engineers
Local Union 150
6200 Joliet Road
Countryside, IL 60525

Re: Letter of Intent

Dear Ken:

During contract negotiations, for the successor collective bargaining agreement 1D the expired November 10, 2011 agreement, the union requested acknowledgement regarding the role Facilities Operation Division employees in emergency situations and the roles of supervisory personnel as it relates to performing the work of bargaining unit personnel.

Emergency Related Duties

Part of the emergency related job responsibilities of employees covered by the IUOE Local 150 Collective bargaining agreement for the Facilities Operations Division includes but, are not limited to;

- assisting emergency response personnel in gaining access to areas within County owned and operated buildings;
- assisting with the identification/explanation/repair of mechanical functions and equipment operations as requested;
- assisting the public and employees in exiting the building;
- providing access to County owned and operated buildings and property during inclement weather **events.**

Supervisory Personnel Performance of Bargaining Unit Work

Supervisory Personnel in the Facilities Operations Division shall not be used to perform work that would otherwise be performed by a full-time bargaining unit employee unless an emergency situation exists or a temporary vacancy exists due to time off or time needed to fill a position vacancy. Supervisory personnel may be used to assist bargaining unit employees to periodically perform bargaining unit work. Supervisory personnel may also perform bargaining unit work on an unassisted basis provided the frequency of the work performed does not amount to the equivalent of a full-time position.

This letter of intent is not meant to represent a negotiated agreement.

Sincerely,

Rodney S. Marion

Human Resources Director

APPENDIX A

FICAL YEAR 2015 PAY SCALE Effective 12-1-2014

2.75% Increase					
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Landscaper II					
Maintenance III	20.21		24.94		29.70
Engineer I	22.16		27.45		32.74
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Lead Engineer	24.31		30.20		36.08

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Lead Engineer	24.92		30.95		36.98

APPENDIX A

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Titles	**Minimum**		**Midpoint**		**Maximum**

Maintenance/Custodian I	16.08		19.64		23.22
Maintenance/Custodian II	19.32		23.77		28.20
Landscaper II					
Maintenance III	21.18		26.14		31.13
Engineer I	23.23		28.77		34.31
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Engineer I Electronic	23.23	28.77	34.31
Lead Engineer	25.48	31.65	37.82

2. Protective Clothing

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

3. Prescription Safety Glasses

Bargaining unitemployees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

(A) Reimbursement may be made once every two years from date of purchase;

(B) The Employer shall reimburse one hundred percent (100%) of the cost for one (I) pair of prescription safety glasses up to a maximum of $100.00.

4. Tool Allowance

Should an Employee be required to purchase his/her own tools, the Employer shall reimburse the Employee upon presentation of an original receipt up to a maximum of;

1.) $275.00 per fiscal year for employees holding the position of Maintenance/Custodial I and II or; 2.) $350.00 per fiscal year for employees holding the position of Maintenance III, Engineer I and Lead Engineer.

Employees shall request approval for the purchase of tools in advance. The Employer reserves the right to deny approval for the purchase of tools that are deemed to be duplicates, unrelated to the employee's duties or for any other legitimate business reasons. No request shall be unreasonably denied.