

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150, PUBLIC EMPLOYEES DIVISION**

**AND**

**COUNTY OF JO DAVIESS - HIGHWAY DEPARTMENT**

**DECEMBER 1, 2020**

**THROUGH**

**NOVEMBER 30, 2024**

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## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **AGREEMENT**

This Agreement has been made and entered into by and between the County of Jo Daviess, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

## **ARTICLE I**

### **RECOGNITION**

#### **SECTION 1.1: RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

**\*\*INCLUDED**

All full-time and regular part-time employees in the following classifications:  
Maintenance Worker I, Maintenance Worker II, Mechanic and Carpenter.

**\*\*EXCLUDED**

All supervisors, managers, and confidential employees and all other employees of the Jo Daviess Highway Department.

**SECTION 1.2: NEW CLASSIFICATIONS**

In the event the County decides to establish a new bargaining unit classification, it will notify the Union of the new classification at least fifteen (15) working days before implementation. The County shall have the right to set the initial wage rate for any new bargaining unit classification, provided that this position shall be eligible for any remaining salary increases under the remaining term of this Agreement. In the event the County and the Union cannot agree on whether a newly created classification is a bargaining unit position, either party may file a unit classification petition with the Labor Relations Board.

**ARTICLE II**

**UNION ACTIVITIES**

**SECTION 2.1: UNION STEWARDS**

One (1) duly authorized bargaining unit representatives shall be designated by the Union as the Steward. One (1) duly authorized bargaining unit representatives shall be designated by the Union as the Alternate Steward. The Union will provide written notice to the Employer to identify the Steward and Alternate Steward.

**SECTION 2.2: UNION ACTIVITY DURING WORKING HOURS**

Union activities within Employer facilities shall be restricted to administering this Agreement by investigating grievances, resolving disputes and ascertaining that the Agreement is

being adhered to. The Steward or his/her designee shall ask for and obtain permission from the County Highway Engineer before leaving his/her job in order to conduct Union business. The Steward or his/her designees will also ask for and obtain permission from the County Highway Engineer to meet with any employee with whom he/she wishes to carry on Union business in order to avoid disruption of operations.

### **SECTION 2.3: ACCESS TO PREMISES BY UNION REPRESENTATIVES**

A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement provided: 1) the union representative must notify and gain the consent of the County Highway Engineer in advance of his or her intent to visit, such consent not to be unreasonably withheld; 2) visits must be at reasonable times and for reasonable lengths; and 3) visits cannot interfere with operations.

### **SECTION 2.4: TIME OFF FOR UNION ACTIVITIES**

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 reasonable prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off (Holiday, Comp. Time, Vacation Days, etc.) in lieu of the employee taking such without pay.

### **SECTION 2.5: UNION BULLETIN BOARDS**

The Employer shall supply a bulletin board at the Highway Department building. The board shall be for the sole and exclusive use of the Union. The items posted shall be official

Union notices. Posted items must not be political, partisan, or defamatory in nature. Any such items shall be immediately removed by the Union upon the request of the Employer. If such items are not removed upon the Employer's request, the Union must provide written explanation for failing to remove such items.

## **SECTION 2.6: BARGAINING UNIT WORK**

Non-bargaining unit employees shall be allowed to perform the following duties without violating the terms of the contract:

- a. Load or unload equipment or materials, and perform other bargaining unit work when no qualified bargaining unit employee is immediately available.
- b. Remove any snow, debris, etc. from the roadway which may be a hazard to the traveling public if left on the roadway. Snow removal activities shall be performed only when bargaining unit employees are on duty, when no bargaining unit employee is available, or after supervisory personnel have decided to call all bargaining unit employees out for snow removal activities.
- c. Perform any other bargaining unit work when requested or approved by any bargaining unit employee.
- d. Perform any other bargaining unit work to assist in an emergency as directed by the County Engineer.



## ARTICLE III

### UNION DUES/FAIR SHARE CHECKOFF

#### **SECTION 3.1: DEDUCTIONS**

The Employer agrees to deduct from the pay of employees who sign written authorization cards, Union membership dues, assessments, or fees or voluntary fair share payments.

Request for the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding act and/or any other applicable State statute. Upon receipt of an appropriate written authorization form from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly per-pay-period basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Dues deductions.

#### **SECTION 3.2: INDEMNIFICATION**

The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits or other forms of liability arising from any action taken by the Employer in complying with this Article of the Agreement. If an incorrect deduction is made by the Union or the Employer, the Union shall refund any such amount directly to the involved employee.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### **SECTION 4.1: REGULAR WORKWEEK**

The regular work week for all County Highway Maintenance Workers shall be 40 hours

per week, but may be changed based on operational needs. This provision shall in no way be construed as a guarantee by the Employer of any amount of work in any period, or as a limitation of hours of work (including overtime) in any period.

#### **SECTION 4.2: REGULAR WORK DAY**

The normal work hours shall be eight (8) hours in length. The normal workday is from 7:00 a.m. through 3:30 p.m., but may be changed with reasonable notice to employees. An employee working the normal work hours shall receive two paid fifteen (15) minute breaks scheduled as work permits and to be taken at the site of the work being performed. Also, an employee working said normal hours shall receive an unpaid one-half ( $\frac{1}{2}$ ) hour lunch break also to be scheduled as work permits. Employees required by management to work through their lunch period shall be compensated one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate. Unless, employee agree otherwise, they will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period.

#### **SECTION 4.3: OVERTIME PAY**

Employees shall be paid one and one-half ( $1 \frac{1}{2}$ ) times their regular straight-time hourly rate for all hours worked in excess of eight (8) hours in one workday and forty (40) hours in any calendar week, two (2) times their regular straight time hourly rate for all hours worked on Sundays and designated holidays. Time off for compensatory time, vacation, holidays and sick leave will be counted as “hours worked” for purposes of overtime accrual. Leaves of absence, or any other approved absence shall not count as “hours worked” for purposes of overtime accrual.

#### **SECTION 4.4: OVERTIME DISTRIBUTION**

The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work necessary to be performed. An employee working on any job that extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory to meet operational needs.

The employment of part-time, temporary or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if regular, full-time employees are working overtime, have been offered overtime and refuse it, or are unavailable for overtime, seasonal or other non-bargaining unit employees may work said overtime without violating the Agreement.

Supervisory personnel shall be permitted to perform bargaining unit work in accordance with to Section 2.6.

#### **SECTION 4.5: EMPLOYEE CALL-BACK**

In the event an employee is called back to work before or after their regular scheduled shift, said employees shall be guaranteed the minimum of two (2) hours at the applicable rate of pay. If, in fact, an employee is called to work and reports into work one (1) hour before starting time, the employee shall receive their regular overtime rate of pay.

#### **SECTION 4.6: COMPENSATORY TIME**

##### **A. ACCRUAL**

In lieu of paid overtime, employees may opt to earn compensatory time off. If an employee so chooses compensatory time, he or she will be awarded one and one-half (1 ½) hours of compensatory time for every hour of overtime worked (two hours for every hour worked on Sundays and designated holidays). Employees may not accumulate more than forty (40) hours of compensatory time at any given time, except for employees with 10 years or less of service who may accumulate up to seventy-two (72) hours. Once an employee reaches the forty (40) or seventy-two (72) hour maximum, any overtime hours worked beyond the maximum will be paid at the overtime rate.

**B. USE**

Employees must request use of compensatory time off at least one week in advance of its use. The County Engineer of the Highway Department maintains discretionary authority to approve or disapprove requested compensatory time off and may approve requests for compensatory time off requested less than one week in advance. However, such requests shall not be unreasonably denied. Compensatory time may be utilized in increments as agreed to between employee and supervisor.

**ARTICLE V**

**SENIORITY**

**SECTION 5.1: SENIORITY DEFINED**

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

## **SECTION 5.2: BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken, and thus his or her seniority terminated when the Employee:

- A. Resigns, retires or quits;
- B. Is discharged for just cause;
- C. Accepts gainful employment while on an approved leave of absence from the Highway Department.
- D. Does not return to work from layoff within five (5) calendar days after being notified to return.
- E. Has been on layoff for a period of twelve (12) months or more; or
- F. Has been absent from work for three (3) consecutive days without notifying the Employer, unless the failure to notify the Employer is due to documented circumstances beyond the employee's control. The documented excuse must be acceptable to the Employer; or
- G. Fails to return to work upon expiration of a leave of absence.

## **SECTION 5.3: SENIORITY WHILE ON LEAVE**

Employees will continue to accrue seniority credit for all time spent on family and medical leaves of absence. Employees will not continue to accrue seniority credit for all time spent on layoff or any other unpaid leaves of absence.

## **SECTION 5.4: SENIORITY LIST**

Once each year the Employer shall provide the Union with a seniority list showing the seniority of each employee.

## **SECTION 5.5: PROBATIONARY EMPLOYEES**

A new employee is probationary for the first six (6) months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee. A new employee's probationary period may be extended by agreement of the Employer and the Union.

## **ARTICLE VI**

### **LAYOFF AND RECALL**

#### **SECTION 6.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall have sole discretion in determining when a layoff is necessary, how many positions will be affected, and which classifications will be affected. The Employer shall give the Union as much notice as practicable, but no less than twenty (20) days notice of a layoff, except in emergency situations wherein such period of notice may be reduced.

## **SECTION 6.2: GENERAL PROCEDURES**

In the event of a layoff, the Employer will specify the classification and the number of positions effected within the classification. Employees in each classification shall be laid off in inverse order of seniority within their current classification. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees, according to Section 2.6, who perform work customarily performed by bargaining unit employees within the effected Departments shall be laid off or terminated, as the case may be.

An employee who is subject to being laid off pursuant to the procedure set forth above may bump the least senior employee in a lower paid classification provided the bumping employee is then qualified to perform the duties of the lower paid classification. Employees displaced through the exercise of a bump by a more senior employee shall have bumping rights consistent with the provisions of this Section.

Employees who exercise the right to bump shall be paid the rate of the classification to which they are bumping at the appropriate step according to their seniority. If an employee who exercises the right to bump is reasonably determined by the Employer to be unable to perform the duties of the position, that employee may be laid off without further bumping rights but with recall rights to his original classification as otherwise provided in this Article. In that event, the employee who had been displaced from that position by the disqualified employee will be returned to that position.

### **SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off employees shall be placed on a layoff list for six (6) months. Employees shall be recalled in the inverse order by which they were laid off within their classification. After twelve (12) months on layoff, an employee shall lose his/her seniority. It shall be the responsibility of an employee on the recall list to provide the County with an address where a recall notice can be sent. The County will send the recall notice to an employee via certified mail. Any employee who declines a recall under this Section or who fails to notify the County of his intent to work within seven (7) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights. Accrual of seniority will stop during layoff and if the employee is called back within twelve (12) months, seniority shall continue where the employee left off at the time of layoff.

If an employee on the layoff list is recalled for part-time work and refuses the work, the employer can hire part-time employees and the laid-off employee shall remain on the lay off list for the original twelve (12) month period.

## **ARTICLE VII**

### **DISCIPLINARY PROCEDURES**

#### **SECTION 7.1: EMPLOYEE DISCIPLINE**

The Employer shall have the right to issue discipline in the forms of oral reprimand, written reprimand, suspension and discharge as described below, for just cause. Although the Employer agrees with the tenets of progressive and corrective discipline, the Employer need not apply these types of discipline in sequence, but rather base the type of discipline to fit the



severity of the offense and/or infraction involved. The Employer may only discipline an employee for just cause. Disciplinary steps shall include but not be exclusive of the following:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

While on county premises or engaged in county business, employees are expected to observe all county rules and to conduct themselves in a professional and respectful manner. Failure to do so shall subject the employee to discipline appropriate under the circumstances, inclusive of discharge.

## **SECTION 7.2: INVESTIGATORY MEETINGS**

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, any employee who is the subject of the investigation, or reasonably believes that he/she may receive disciplinary action as a result of the meeting, shall be entitled to have a Union representative (Steward) present upon request.

## **SECTION 7.3: DISCIPLINARY MEETING**

Upon imposition of a written reprimand, suspension or discharge, or as soon as

practicable thereafter, the County Highway Engineer/Designee shall convene a meeting. The County Highway Engineer/Designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline. After presenting the reasons for disciplinary action, the County Highway Engineer/Designee will afford the employee an opportunity to discuss his/her views concerning the conduct causing such disciplinary action and rebut any evidence or charges against the employee. The employee is entitled to have a Union representative (Steward) present at the meeting if the employee so requests.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

#### **SECTION 8.1: GRIEVANCE DEFINED**

A grievance is defined as any claim of violation of this Agreement.

#### **SECTION 8.2: PROCESSING OF GRIEVANCE**

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

#### **SECTION 8.3: GRIEVANCE PROCEDURE**

Grievances arising after the effective date of the signing of this Agreement shall be raised, discussed and taken up in accordance with the following procedure:

A. STEP ONE – COUNTY HIGHWAY ENGINEER

The employee, within ten (10) calendar days of the incident giving rise to the grievance, shall orally raise the grievance with his supervisor during non-working hours. Failure to raise a grievance within ten (10) calendar days of the incident shall render the issue moot and bar the filing of such grievance. The County Highway Engineer shall have ten (10) calendar days in which to attempt to settle the grievance or to respond to the grievance.

B. STEP TWO – COUNTY ADMINISTRATOR

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing stating the complete facts of the complaint, the Section(s) of the Agreement allegedly violated and the relief requested. The grievance shall be dated and signed by the employee or by the Steward of the Union. Such written grievance shall be presented personally (or mailed by certified mail, return receipt requested) to the County Administrator within ten (10) calendar days after the expiration of the time to settle the grievance in Step 1. The grievance shall specifically state the basis upon why the grievance was improperly denied in Step 1 in the grievance procedure. The County Administrator shall have ten (10) calendar days in which to attempt to settle the grievance or to respond to the grievance.

C. STEP THREE – COUNTY LABOR COMMITTEE

If the grievance is not resolved in Step 2, the grievance may be appealed to Step 3 of the grievance procedure. The grievance shall be reduced to writing and signed by the grievant or the Steward and shall be presented personally (or mailed by certified mail, return receipt requested) to the County Labor Committee or its designee within ten (10) calendar days of the County Highway Engineer's Step 2 response or the day such response was due, whichever occurs first.

The grievance must specifically state the basis upon which the grievant or Steward believes that the grievance was improperly denied in Step 2 in the grievance process. The County Labor Committee or its designee shall have ten (10) calendar after the first regularly scheduled monthly meeting of the Labor Committee in which to respond to the grievance, provided, however, that upon agreement of the parties, a special meeting may be held to review the grievance at this step. In the event such a meeting is held, the County Labor Committee or its designee shall have the same ten (10) calendar day period from the date of the special meeting in which to respond to the grievance. In the event the County Labor Committee or its designee does not answer within ten (10) calendar days after its regularly scheduled monthly meeting or a special meeting, whichever occurs first, the grievance shall be deemed denied. In any case, the Union or the Employer may appeal a grievance to arbitration within ten (10) calendar days following denial of a grievance at Step 3. Such appeal shall be in the form of a written demand.

#### D. STEP FOUR – ARBITRATION

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Three response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the

Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs 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. If it is determined that the matter is arbitrable, Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The decision and award of the arbitrator shall be made final and binding on the Employer, the Union and the employee(s) involved. In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article.

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 of the record, that party shall equally share the cost of making the record and the arbitrator's copy, as well as pay for the expense of its own copy.

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 submission 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, employees(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.

#### **SECTION 8.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

#### **SECTION 8.5: SETTLEMENTS AND TIME LIMITS**

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal. However, the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice not to exceed a total of thirty (30) calendar days for the particular grievance.

**ARTICLE IX**

**HOLIDAYS**

**SECTION 9.1: DESIGNATED HOLIDAYS**

(A) The County recognizes the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Spring Holiday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Any Day designated as a Holiday by the County Board
Labor Day	

(B) Any holiday falling on a Saturday will be celebrated on the preceding Friday. Any Holiday falling on Sunday will be celebrated on the following Monday.

**SECTION 9.2: HOLIDAY PAY**

All employees shall receive his/her regularly scheduled number of work hours for one day of work at his/her regular rate of pay. Employees who work on a holiday shall be additionally compensated for the number of hours worked on the holiday at two (2) times his/her regular rate of pay.

**SECTION 9.3: ELIGIBILITY**

Employees must either work or be in paid leave status during the last scheduled day prior to and after the holiday(s) occur in order to receive holiday pay. Periods of layoff are not considered to be paid leave status for the purpose of this Article.

**SECTION 9.4: RELIGIOUS HOLIDAYS**

If an employee’s religious beliefs require observance of a holiday not included in the holiday schedule of this Article, the employee may, with prior approval of the County Engineer, take the day off without pay or with pay by utilizing vacation or compensatory time.

**ARTICLE X**

**VACATIONS**

**SECTION 10.1: VACATION ACCRUAL**

Vacation will be accrued by regular, full time employees on a pay period basis in accordance with the following schedule.

<u>Years of Service</u>	<u>Days per Year</u>
1 through 5 years	10 work days (80 hours)
5 through 10 years	15 work days (120 hours)
10 through 15 years	17 work days (136 hours)
15 years or more	20 work days (160 hours)

Employees will receive their regular rate of pay for every hour of vacation time used. Upon separation of employment for any reason, employees shall be paid, as described above, for all accrued, but unused, vacation leave.



An employee may carry one-half of their accrued vacation time from the previous year for up to twelve (12) months past their anniversary date. If an employee is denied a request to use accrued vacation within this time period due to operational needs, the County Highway Engineer may allow the employee an additional six (6) months to use the accrued time.

#### **SECTION 10.2: VACATION USAGE**

- (A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.
- (B) Vacation days may be used in no less than two (2) hour increments.
- (C) Employees must arrange for use of vacation days by giving two weeks notice for use of five (5) days or more, and one week notice for use of less than five (5) days. Employees may arrange for use of up to three (3) one (1) day vacation days by giving twenty-four (24) hour notice annually. The County Engineer shall have discretion to grant or deny such requests based on operational needs.
- (D) New employees shall be eligible to use up to one-half (1/2) of their first year's vacation time after successfully completing their probation period.
- (E) Employees with more than two (2) years seniority will be permitted to cash out up to one-half of their annual vacation accrual once per year if the employee has not yet utilized the vacation time
- (F) Employees must provide twenty-four (24) hour notice in advance if they decide to cancel a previously approved use of vacation days.

## **ARTICLE XI**

### **SICK LEAVE**

#### **SECTION 11.1: SICK LEAVE ACCRUAL**

Employees shall be entitled to twelve (12) days of sick leave per year, accruing at one (1) day per month during the calendar year. No sick days are earned by employees during their Probationary Period. Employees may accrue a maximum of forty (40) sick days. Unused sick leave will not be compensated upon termination of employment. In extenuating circumstances, employees may, with the approval of the County Engineer, be allowed to borrow sick days that have not yet been earned, but must pay back those sick days and will not earn any additional sick days until those borrowed have been replenished.

#### **SECTION 11.2: SICK LEAVE USE**

Sick leave may be granted in minimum two (2) hour increments for any of the reasons listed below:

- (A) Incapacitation due to illness, injury or disability.
- (B) Personal medical or dental appointments.
- (C) Illness of immediate family member that requires the employee's presence.

#### **SECTION 11.3: LONG-TERM SICK LEAVE**

In the event of continuing long-term employee illness or non-work related injury, an employee may apply for and receive disability benefits from the Illinois Municipal Retirement Fund (IMRF). However, an employee is required to use all accrued sick and vacation time prior to receiving IMRF disability benefits.

#### **SECTION 11.4: ACCRUED SICK LEAVE UPON RETIREMENT**

Upon the employee's retirement, any accrued, but unused sick leave may be credited as days worked for purposes of pension benefits pursuant to the rules of the Illinois Municipal Retirement Fund (IMRF).

### **ARTICLE XII**

#### **LEAVES OF ABSENCE**

##### **SECTION 12.1: DISABILITY LEAVE**

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

##### **SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE**

An employee with at least twelve (12) months seniority may petition the County Highway Engineer for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted in the sole discretion of the County.

##### **SECTION 12.3: FUNERAL LEAVE**

An employee shall be granted paid leave up to five (5) days, as needed, by their Department Head in the event of the death of a spouse, child, stepchild, parent, stepparent, sister, stepsister, brother, stepbrother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, daughter-in-law, son-in-law, or anyone who raised the employee from childhood. If the employee desires to be absent for more than five (5) days, they may utilize previously earned, unused vacation days provided the Department Head approves such additional absence.

Eligible employees (as that term is defined in Section 101(2) of the federal Family and Medical Leave Act, 29 U.S.C. 2601 et seq.) are also entitled to take a maximum of two (2) weeks (ten (10) working days) of unpaid bereavement leave to: (a) attend the funeral or alternative to a funeral of a child; (b) make arrangements necessitated by the death of a child; or (c) grieve the death of a child. In the event of the death of more than one child in a twelve (12) month period, an employee is entitled to up to a total of six (6) weeks of bereavement leave during the twelve (12) month period.

Bereavement leave under the policy must be completed within sixty (60) days after the date on which the employee receives notice of the death of the child. An employee is required to provide the County with at least forty eight (48) hours advance notice of the employee's intention to take bereavement leave unless providing such notice is not reasonable and practicable. The County may require reasonable documentation, including a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

An employee who is entitled to take paid or unpaid leave may elect to substitute any period of paid leave for an equivalent period of unpaid bereavement leave.

The Employer prohibits retaliation against any employee who exercises his or her rights under this policy, opposes any practice that the employee believes to be in violation of this policy, or supports the exercise of rights of another under this policy.

#### **SECTION 12.4: FAMILY AND MEDICAL LEAVE**

(A) Leave and Eligibility – Eligible employees may take up to twelve (12) unpaid work weeks of continuous or intermittent leave during any twelve (12) month period. An employee who has utilized twelve (12) weeks of leave in any twelve (12) month period will have reached the maximum amount of leave for that period. Intermittent leave will be provided if medically necessary.

Eligible employees are those who have worked for the Employer for at least one year and for a minimum of 1250 hours over the preceding twelve (12) months. Upon return from leave, the employee will be restored to the same or equivalent position. The employee shall be eligible to maintain all benefits during the leave.

(B) Reasons for Leave – A employee may take a leave under this section for the following reasons:

1. The birth and/or care of a newborn child of the employee;
2. The adoption or foster care placement of a child with the employee;
3. To allow the employee to care for a spouse, child or parent of the employee who has a serious health condition; or
4. The employee's own serious health condition which renders the employee unable to perform his/her job functions.

Other forms of leave provided for in this Agreement may be utilized for family responsibilities not fitting the types listed above. Employees must use all accumulated time during the leave period. Any remainder of the 12 work weeks, if necessary, will be unpaid.

(C) Notice and Certification – An employee wishing to take leave under this section must provide thirty (30) days notice for foreseeable leaves in excess of five (5) working

days. For unforeseeable leaves, the employee must provide as much notice as practicable.

Rules and Procedures – The rules and procedures regarding Family and Medical Leave, as described in the County’s Employee Handbook, shall govern all other aspects of this leave.

#### **SECTION 12.5: JURY DUTY**

Employees will be granted time off with pay to serve on jury duty when summoned to jury duty. An employee granted such leave shall reimburse the County for any pay received while serving on jury duty minus any mileage for such attendance.

#### **SECTION 12.6: MILITARY LEAVE**

- (A) Reserve Training Leave: Any employee who, as a member of a military reserve unit of the United States or the State of Illinois, attends special training assignments, shall be given leave, not to exceed fourteen (14) calendar days in a calendar year. This leave shall not affect vacation, sick leave, or any other benefits. The employee will receive full pay during the leave, computed at an amount equal to 100 percent of an employee’s current base pay, less any payments made by the reserve unit.
- (B) Regular Inductee: Employees who have entered, or who hereafter shall enter, by voluntary enlistment, induction into service by draft, or conscription, upon active service in the armed forces of the United States, shall be entitled to any rights, benefits and to return to work with the County Highway Department upon the terms and conditions set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and will be afforded all the privileges provided by 5 ILCS 330/1 et. Seq. and/or any other law or laws applicable to such employees.

## ARTICLE XIII

### HEALTH INSURANCE

The County shall offer group health insurance benefit plan to all full-time employees.

- A. For any employee hired before December 1, 2012 that elects to participate in any one of the County sponsored three (3) health insurance plans, the County will pay the full monthly premium cost for single health insurance coverage.

Additionally, for those employees hired before December 1, 2012, who elect family health insurance coverage, the County will contribute the full monthly premium for the single health insurance portion of the family premium plus an additional amount (see chart below) for the family health insurance portion, with the employee contributing the balance of the premium amount. Any increase in the family health insurance portion of the family coverage premium amount after December 1, 2017 shall be split equally among the County and the employee.

Any new employee hired on or after December 1, 2012, that elects to participate in one of the County sponsored three (3) health insurance plans, the County will pay 80% of the monthly premium cost for single health insurance coverage and the employee will pay the remaining 20%. Any increase in the single health insurance coverage premium amount shall continue to be split, with the County contributing 80% and the employee 20% of the total single premium.

Additionally, for those employees hired on or after December 1, 2012, who elect family health insurance coverage, the County will contribute 80% of the monthly premium cost

for the single health insurance portion of the family premium plus an additional amount (see chart below) for the family health insurance portion, with the employee contributing the balance of the premium amount. Any increase in the single health insurance portion of the family coverage premium amount after December 1, 2017 shall be split with the County contributing 80% and the employee 20% of the total single premium. Any increase in the family health insurance portion of the family coverage premium amount after December 1, 2017 shall be split equally among the County and the employee.

B. Employees hired before December 1, 2012 may participate in one (1) of three (3) County sponsored health insurance plan options. The plan options and contribution levels as of December 1, 2020 are charted below.

**1. MAHP HMO Co-Pay Plan Single/Family Coverage**

<u>Health Insurance</u>	<u>Total Monthly Premium</u>	<u>County Portion</u>	<u>Employee Portion</u>
<u>Single Coverage</u>	<u>\$878.95</u>	<u>\$878.95</u>	<u>\$0</u>
<u>Family Coverage</u>	<u>\$2153.46</u>	<u>\$1454.36</u>	<u>\$699.10</u>

**2. MAHP HSA Non-Embedded 2000/ High Deductible Plan Single Coverage**

<u>Health Insurance</u>	<u>Total Monthly Premium</u>	<u>County Portion</u>	<u>Employee Portion</u>
<u>Single Coverage</u>	<u>\$628.55</u>	<u>\$628.55</u>	<u>\$0</u>

**3. MAHP HSA Embedded 2800/5600 High Deductible Plan Single/Family Coverage**

<u>Health Insurance</u>	<u>Total Monthly Premium</u>	<u>County Portion</u>	<u>Employee Portion</u>
<u>Single Coverage</u>	<u>\$584.21</u>	<u>\$584.21</u>	<u>\$0</u>
<u>Family Coverage</u>	<u>\$1431.35</u>	<u>\$996.44</u>	<u>\$434.91</u>



Employees hired on or after December 1, 2012 may participate in one (1) of three (3) County sponsored health insurance plan options. The plan options and contribution levels as of December 1, 2020 are charted below.

**1. MAHP HMO Co-Pay Plan Single/Family Coverage**

<u>Health Insurance</u>	<u>Total Monthly Premium</u>	<u>County Portion</u>	<u>Employee Portion</u>
<u>Single coverage</u>	<u>\$878.95</u>	<u>\$703.16</u>	<u>\$175.79</u>
<u>Family coverage</u>	<u>\$2153.46</u>	<u>\$1278.57</u>	<u>\$874.89</u>

**2. MAHP HSA Non-Embedded 2000/ High Deductible Plan Single Coverage**

<u>Health Insurance</u>	<u>Total Monthly Premium</u>	<u>County Portion</u>	<u>Employee Portion</u>
<u>Single coverage</u>	<u>\$628.55</u>	<u>\$502.84</u>	<u>\$125.71</u>

**3. MAHP HSA Embedded 2800/5600 High Deductible Plan Single/Family Coverage**

<u>Health Insurance</u>	<u>Total Monthly Premium</u>	<u>County Portion</u>	<u>Employee Portion</u>
<u>Single coverage</u>	<u>\$584.21</u>	<u>\$467.37</u>	<u>\$116.84</u>
<u>Family coverage</u>	<u>\$1431.35</u>	<u>\$879.60</u>	<u>\$551.75</u>

The County’s HSA contribution for the optional HSA qualified plans in FY2018 will be \$1,600 for single coverage and \$2,300 for family coverage. The County’s HSA contribution will be paid bi-annually with the January and July claims cycle. The County expressly reserves the right to change the HSA contributions for the optional HSA qualified plan in future years, as it deems necessary, provided it is consistent with the rest of the County employees.

C. The County expressly reserves the right to change insurance carriers and coverage plans, as it deems necessary, provided it is consistent with the rest of the County employees. Plan eligibility and coverage will be dictated by the plan documents and summary plan description. Upon retirement or death of the employee, the employee and/or surviving

spouse may choose to continue coverage through the County plan, in accordance with the rules of the Illinois Municipal Retirement Fund, at his or her own cost.

- D. Employees may participate in the County's payroll deduction plan that sets aside a portion of the employee's salary or wages to be used for medical and other qualified expenses. Salary and wages set aside for such purposes is withheld from salary or wages before taxes are applied and results in a tax savings to the employee. The amount to be deducted is determined prior to enrollment period and cannot be changed during the County's fiscal year. The plan description shall control all aspects of this flexible spending plan. It is the employee's responsibility to check with a tax professional to determine if these programs are right for them, based on their health insurance elections.

## **ARTICLE XIV**

### **EMPLOYEE TRAINING AND EDUCATION**

#### **SECTION 14.1: COMPENSATION FOR REQUIRED TRAINING**

The Highway Department will compensate employees at their regular straight time rate up to eight (8) hours per day for all training, schools and courses which the employee requires an employee to attend. When an employee is required to use his/her own vehicle, mileage reimbursement for sites farther than ten (10) miles one way shall be reimbursed at the mileage reimbursement rate set by the Internal Revenue Service (IRS). Employees will be reimbursed up to \$15.00 per day for meal(s) during such training. In the event that the training requires an employee to stay overnight, the Highway Department will reimburse the employee for the cost of lodging in accordance with past practice.

**SECTION 14.2: CDL LICENSE**

The Highway Department shall reimburse employees required to have a Commercial Driver's License for the renewal cost of said license including any endorsements that the employee is required by the highway Department to maintain.

**ARTICLE XV**

**SAFETY**

**SECTION 15.1: GENERAL DUTY**

The Employer shall endeavor to provide a safe and healthful workplace.

**SECTION 15.2: UNSAFE CONDITIONS**

The Employer will comply with all laws pertaining to safety and Employees shall act in accordance with all departmental safety rules and policies. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, must immediately inform their supervisor who shall have the responsibility to determine what action, if any should be taken.

**ARTICLE XVI**

**LABOR-MANAGEMENT MEETINGS**

**SECTION 16.1: LABOR-MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that Labor/Management meetings be held from time to time. There shall be a maximum of four (4) Labor/Management meetings per year unless both parties agree otherwise in writing. Such meetings may be requested by either party, by furnishing the other party with a written request for such meeting, and an agenda for the

meeting, at least ten (10) work days in advance of the date the party wishes to meet. The parties will mutually agree to the location of the meeting. Each party shall be limited to providing two (2) representatives to the Labor/Management meeting. The topics for such meetings shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement.
- (b) Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.
- (c) Items concerning safety issues.

#### **SECTION 16.2: PURPOSE**

The purpose of Labor/Management meetings shall be to discuss and resolve concerns of both parties and such meetings shall be exclusive of the grievance procedure. The meetings shall be chaired by the Employer Representative and there shall be no loss of wages for attendance by Union Stewards. Grievances and arbitrations shall not be discussed at such meetings.

### **ARTICLE XVII**

#### **CLOTHING AND EQUIPMENT**

#### **SECTION 17.1: UNIFORM, BOOT, SAFETY GLASSES ALLOWANCE**

The County shall provide every member of the bargaining unit \$800 during each year of the term of the bargaining unit for unit employees to purchase uniform apparel items. Employees are required to wear a high visibility shirt meeting ANSI Class 2 requirements at all times, pants in good repair, and steel toed safety boots. The County shall also provide unit employees with a commercial washer and dryer at the County Highway building to launder their uniform apparel. Every unit employee receiving this uniform/boot allowance shall be compensated one (1) hour of

straight-time pay each week in consideration of time spend laundering uniform apparel. No receipts or proof of purchase may be required by the County for items purchased with the uniform/boot/safety glasses allowance.

**SECTION 17.2: PROTECTIVE CLOTHING**

The Highway Department will provide the following protective gear and clothing to employees when necessary: safety vests, chainsaw chaps, non-prescription safety glasses, hearing protection and face masks. The Highway Department may provide additional safety gear or clothing.

**SECTION 17.3: MOBILE DEVICE POLICY**

The County agrees that it will reimburse the employees for their cell phone usage while working for the County at the rate of \$30 per month.

**ARTICLE XVIII**

**PERSONNEL RECORDS**

**SECTION 18.1: RIGHT OF INSPECTION AND COSTS**

At least twice per year, an employee, upon written request, will be granted the right to inspect his/her personnel file. An employee may obtain a copy of his/her personnel records upon request to the County Administrator. Copies shall be provided, at no charge to the employee, within two (2) business days.

**ARTICLE XIX**

**NON-DISCRIMINATION**

**SECTION 19.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age,

national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of, or in opposition to the Union.

## **ARTICLE XX**

### **NO STRIKE/NO LOCKOUT**

#### **SECTION 20.1: NO STRIKE**

During the term of this Agreement, there shall be no strike, sit-down, slowdown, sympathy strike, cessation or stoppage or interruption of work, nor shall any employee engage in any such conduct.

#### **SECTION 20.2: NO LOCKOUT**

The Employer, its officers, agents representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction a lockout of employees during the term of this Agreement.

#### **SECTION 20.3: DISAVOWAL OF INTEREST**

The Union, its officers, agents representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in,

slowdown, sympathy strike, cessation or stoppage or interruption of work, or ratify, condone or lend support to any such conduct or action.

**SECTION 20.4: RESUMPTION OF OPERATIONS**

In the event of action prohibited by Section 20.1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

**SECTION 20.5: DISCIPLINE AND/OR DISCHARGE OF VIOLATORS**

The Employer shall have the right to discharge or otherwise discipline any employee who violates this Article. Any discipline or discharge for violation of this article will not be subject to the grievance procedure, except to determine whether or not the employee actually committed the offense in violation of this article.

**SECTION 20.6: JUDICIAL RESTRAINT**

Nothing contained herein shall preclude the County or the Union from obtaining judicial restraint and damages in the event the other part violates this Article.

**ARTICLE XXI**

**MANAGEMENT RIGHTS**

It is understood and agreed that the Employer possesses the sole right and authority to operate, determine policy, and direct the employees in all aspects, including but not limited to, all rights and authority exercised by the Employer prior to execution of this Agreement. These rights include, but are not limited to:

- (A) The right to determine its mission and policies, determine the quality and quantity of services rendered, and to set forth all standards of employee performance and services offered to the public;
- (B) To plan, direct, control and determine the operations or services to be conducted by employees of the Employer;
- (C) To determine the methods, means, number of personnel needed to carry out the employer's mission;
- (D) To direct the work force, assign work and determine the number of employees assigned to particular operations;
- (E) To hire and assign or to transfer employees;
- (F) To promote, suspend, discipline or discharge employees for just cause;
- (G) To temporarily suspend employees without pay (for no more than 5 days) in order to investigate serious offenses, offenses that disrupt the workplace, ethical and/or legal violations, criminal charges, with pay for the suspension period being reimbursed to employees who do not receive discipline or resign as a result of the investigation;
- (H) To determine the number of hours to be worked, establish work schedules, reduce the workweek or workday;
- (I) To establish, change, combine or discontinue job classifications and determine the qualifications and competency of employees to perform available work;
- (J) To determine when a layoff is necessary and to layoff employees pursuant to this Agreement;



- (K) To establish, revise, publish and enforce reasonable rules and regulations;
- (L) To introduce new or improved methods, equipment and facilities as well as discontinue methods, equipment, services and facilities; and
- (M) The County retains the right to subcontract work as it deems necessary.

Except where an emergency exists, if the County plans to layoff bargaining unit employees and to subcontract the work they perform, the County shall notify the Union and offer the Union an opportunity to negotiate the planned layoff and subcontracting, including alternatives the Union may propose and the effect of the County's decision on bargaining unit employees.

Nothing in this Article is intended to alter or abrogate the intention or authority of any other Article contained in this Agreement, and to the extent not expressly provided for in this Agreement; The Employer maintains all other authority except as expressly and specifically limited by this Agreement including the operations being left to the sole exclusive discretion of the Employer.

## **ARTICLE XXII**

### **WAGES**

Employees of the Jo Daviess County Highway Department will receive the following hourly wage rates (retroactive for all hours worked and/or paid, including any premium pay, to December 1, 2020, on the following effective dates based on the employee's job classification.

There will be general increases of 3.00% effective 12/1/20 (FY21, 12/1/20 to 11/30/21), 2.75% effective 12/1/21 (FY22, 12/1/21 to 11/30/22), 2.75% effective 12/1/22 (FY23, 12/1/22 to 11/30/23), and 2.5% effective 12/1/23 (FY24, 12-1-23 to 11-30-24).

Additionally, a one-time per employee Longevity Pay Increase shall apply to the base wages of any unit employee upon attaining 10 years of service (one-time increase to base pay of 1.25%) and 20 years of service (one-time increase to base pay of 1.00%). These Longevity Pay Increases will be in addition to any other contractual pay increases contemplated within this Agreement.

APPRENTICESHIP: Established apprenticeship for all classifications (MW1, MW2, Mechanic and Carpenter) as follows:

1st 12 months of employment 90% of wage  
2nd 12 months of employment 95% of wage

#### WAGE RATES

For the effective period of this Agreement, the wage rates payable to all employees covered by the terms of this Agreement are set forth in Appendix B – Wage Schedule

### **ARTICLE XXIII**

#### **DRUG AND ALCOHOL POLICY**

The Drug and Alcohol Policy is set out in Appendix A.

### **ARTICLE XXIV**

#### **FILLING OF VACANCIES**

#### **SECTION 24.1 VACANCIES**

Whenever the Employer determines there is 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 on all

bulletin boards for ten (10) working days. During this period, qualified employees who wish to apply for such vacancy, including employees on layoff, may do so.

For the purposes of this article, “qualified” shall be defined as meeting the following minimum criteria:

For an M1 to become a M2 he/she must have a CDL A (or be able to obtain one in 6 months), must be able to demonstrate the ability to safely and efficiently operate heavy equipment, including but not limited to the backhoe component of a combination backhoe, road grader moldboard (for gravel), semi-truck and trailer and road widener.

All new hires will start as an M1 and serve a 6 month probation during which time they are not eligible to be promoted to an M2. There will be a minimum of three M1, two M2, one Carpenter and one Mechanic (Formerly M3).

The Employer will notify an M1 and M2 when he/she is eligible and being considered for a promotion. If said employee falls out of consideration for promotion due to performance issues, the Employer will inform the employee before selecting another employee to be promoted.

Employees shall not be required to perform higher classification duties until promoted with the exception of training by another employee, however such training shall not be used to obviate the need for promotion.

When two or more employees are equally qualified for promotion as set forth herein, the more senior employee shall be awarded said promotion.

## **SECTION 24.2 SELECTION/PROMOTION/TRANSFERS**

Bids from all employees and outside applicants shall be considered for the vacancy. All applicants must meet the minimum qualifications of the job description, at the time it is posted, to be considered for the vacancy. Vacancies will be filled by the most qualified applicant based on the totality of the following: skills tests, expertise in the particular area, performance appraisals, education level, employment history and when applicable, an interview.

In the event that candidates for a position perform relatively equal in these areas, the Employer will provide preference to internally promoting employees from one classification to another or transferring employees from one classification to another, including employees on layoff. When two or more current employees are equally qualified for promotion, the more senior employee shall be awarded said promotion.

After promotion, an employee will serve a six-month probationary period wherein he will be evaluated at least twice during said six months. Should he not be able to perform the work of the higher classification to a satisfactory level, he will be demoted back to the previous position he held and shall not be eligible for the same promotion for 12 months.

## **SECTION 24.3: TRIAL PERIOD FOR PROMOTIONS AND TRANSFERS**

When a current employee bids on and receives a new position, whether it is a promotion or transfer within the Highway Department, the employee will undergo a three (3) month trial period. If during the trial period, the County reasonably determines that the employee is not performing adequately in his/her new position, the employee will be returned to his previous position. If during the trial period the employee decides that he/she no longer wants the new position, the employee can return to his/her former position, if still available.

**ARTICLE XXV**

**SAVING CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

**ARTICLE XXVI**

**ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be continued or subsequently changed by the County. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, provided that such subject or matter was

reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

**ARTICLE XXVII**

**DURATION & TERMINATION**

D.H.

2020

2024 D.H.

This Agreement shall be effective as of the first day of December ~~2017~~ and shall remain in full force and effect until the 30th day of November, ~~2020~~, whereupon, it shall be automatically rendered null and void. 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.

**ARTICLE XXVIII – JOB DESCRIPTIONS**

**A. MAINTENANCE WORKER I**

Position Title: Maintenance Worker I

Department: Highway Department

Location: Highway Department Building, Hanover, IL

Reports To: Assistant County Engineer

Salary Level: Represented

FLSA Status: Non Exempt

**SUMMARY:**

This position maintains county highways.

**APPOINTMENT AND SUPERVISION:**

This position is employed by the County Engineer, but is under the general supervision of the Assistant County Engineer.

**DUTIES AND RESPONSIBILITIES:**

Duties may include but are not limited to the following:

- Maintains drainage ditches and culverts, signs, road surfaces and shoulders.
  
- Performs routine maintenance and simple mechanical repairs to equipment, including, but not limited to, oil and filter changes, bulb replacement, belt tightening and replacement, hydraulic hose replacement, etc.
  
- Performs all tasks pertaining to snow removal.
  
- Performs all tasks pertaining to vegetation control.

- Assists in construction inspections, construction layout and surveying.
- Perform other duties as assigned and requested.

#### MINIMUM QUALIFICATIONS:

- Graduation from a high school, and
- At least six months of relevant experience, or
- Any equivalent combination of related education and experience. Any equivalent combination of related education and experience.

#### KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to read and interpret documents such as safety rules, operating, maintenance, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with employees of organization.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to apply commonsense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.



- Ability to operate trucks and other county equipment.
- Willing to be on-call 24 hours.
- Ability to maintain a valid Class B Commercial Driver's License to operate a commercial vehicle in the State of Illinois.

#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the duties and responsibilities of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform successfully in the position.

While performing the duties and responsibilities of this position, the employee is frequently required to sit, talk, listen and hear. The employee is often required to stand; walk in rough terrain; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl. Specific vision abilities required by this job include close vision, distance vision, and depth perception.

The employee must occasionally lift and/or move up to 100 pounds.

#### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform successfully in the position.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions. The employee occasionally works near moving mechanical equipment and parts; in high, precarious places; is exposed to wet and/or humid conditions; and exposed to the sun's radiation.

The noise level in the work environment is usually quiet to moderate, although from time to time it may be loud due to the operation of heavy construction and maintenance equipment.

## **B. MAINTENANCE WORKER II**

Position Title: Maintenance Worker II

Department: Highway Department

Location: Highway Department Building, Hanover, IL

Reports To: Assistant County Engineer

Salary Level: Represented

FLSA Status: Non Exempt

### **SUMMARY:**

This position maintains county highways, and performs some of the following tasks: direct road construction/maintenance projects, assist the engineering staff, and assist in the management of highway department assets.

### **APPOINTMENT AND SUPERVISION:**

This position is employed by the County Engineer, but is under the general supervision of the Assistant County Engineer.

### **DUTIES AND RESPONSIBILITIES:**

Duties may include but are not limited to the following:

- Maintains drainage ditches and culverts, signs, road surfaces and shoulders.
- Performs maintenance and mechanical repairs to equipment. Assists the mechanic on major repairs.
- Performs all tasks pertaining to snow removal.
- Performs all tasks pertaining to vegetation control.
- Directs specific road construction/maintenance projects as assigned.
- Develops, implements, and maintains inventories of various highway department assets, including but not limited to traffic control devices, drainage structures, and roadways.
- Coordinates risk management activities, including, but not limited to, maintaining an accurate Material Safety Data Sheet File and hazardous material inventory.
- Perform other duties as assigned and requested.

#### MINIMUM QUALIFICATIONS:

- Graduation from a high school, and
- At least six months of relevant experience, or
- Any equivalent combination of related education and experience. Any equivalent combination of related education and experience.

#### KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to read and interpret documents such as safety rules, operating, maintenance, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with employees of organization.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to apply commonsense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Ability to operate trucks and other county equipment.
- Enhanced heavy equipment operating skills including but not limited to; motor grader, backhoe/excavator, and tracked dozer.
- Willing to be on-call 24 hours.
- Ability to maintain a valid Class B Commercial Driver's License to operate a commercial vehicle in the State of Illinois.

#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the duties and responsibilities of this position. Reasonable

accommodations may be made to enable individuals with disabilities to perform successfully in the position.

While performing the duties and responsibilities of this position, the employee is frequently required to sit, talk, listen and hear. The employee is often required to stand; walk in rough terrain; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl. Specific vision abilities required by this job include close vision, distance vision, and depth perception.

The employee must occasionally lift and/or move up to 100 pounds.

#### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform successfully in the position.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions. The employee occasionally works near moving mechanical equipment and parts; in high, precarious places; is exposed to wet and/or humid conditions; and exposed to the sun's radiation.

The noise level in the work environment is usually quiet to moderate, although from time to time it may be loud due to the operation of heavy construction and maintenance equipment

### **C. MECHANIC**

Position Title: Mechanic

Department: Highway Department

Location: Highway Department Building, Hanover, IL

Reports To: Assistant County Engineer

Salary Level: Represented

FLSA Status: Non Exempt

#### SUMMARY:

This position maintains county highways, and performs some of the following tasks: performs mechanical repairs on county equipment, construction supervision on road, bridge and construction projects, construction project design.

#### APPOINTMENT AND SUPERVISION:

This position is employed by the County Engineer, but is under the general supervision of the Assistant County Engineer.

#### DUTIES AND RESPONSIBILITIES:

Duties may include but are not limited to the following:

- Maintains drainage ditches and culverts, signs, road surfaces and shoulders.
- Performs all tasks pertaining to snow removal.
- Performs all tasks pertaining to vegetation control.
- Performs major mechanical repairs on county vehicles and equipment.
- Perform other duties as assigned and requested.

#### MINIMUM QUALIFICATIONS:

- Graduation from a high school, and

- Associates degree diesel/truck mechanics or five years of experience in either mechanical repair, and
- At least six months of relevant experience, or
- Any equivalent combination of education and experience to perform some of the following: mechanical repairs on medium duty trucks and construction/farm equipment including, but not limited to the following components: diesel engines, gasoline engines, manual transmissions, rear differentials and axles, air brakes, hydraulic brakes, suspension components, electrical systems, hydraulic systems, and driveline

#### KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to read and interpret documents such as safety rules, operating, maintenance, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with employees of organization.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to apply commonsense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

- Ability to operate trucks and other county equipment.
- Working knowledge of, experience with, and skill in the operation of personal computers and computer programs such as word processing, electronic spreadsheets, and equipment diagnosis software.
- Ability to comprehend technical manuals for mechanical repairs.
- Ability to investigate, diagnose, and repair malfunctioning mechanical equipment.
- Ability to use and understand specialized tools, meters, gauges, etc.
- Willing to be on-call 24 hours.
- Ability to maintain a valid Class B Commercial Driver's License to operate a commercial vehicle in the State of Illinois.

#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the duties and responsibilities of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform successfully in the position.

While performing the duties and responsibilities of this position, the employee is frequently required to sit, talk, listen and hear. The employee is often required to stand; walk in rough terrain; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl. Specific vision abilities required by this job include close vision, distance vision, and depth perception.



The employee must occasionally lift and/or move up to 100 pounds.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform successfully in the position.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions. The employee occasionally works near moving mechanical equipment and parts; in high, precarious places; is exposed to wet and/or humid conditions; and exposed to the sun's radiation.

The noise level in the work environment is usually quiet to moderate, although from time to time it may be loud due to the operation of heavy construction and maintenance equipment.

**D. CARPENTER**

Position Title: Carpenter – Full-Time

Department: Highway Department

Location: Highway Department Building, Hanover, IL

Reports To: Assistant County Engineer

Salary Level: Represented

FLSA Status: Non Exempt

**SUMMARY:**

This position maintains, improves and constructs County Highway Department buildings and facilities, and performs some of the following tasks: rough carpentry including framing in wood

and steel, exterior carpentry including wood, steel, vinyl, and wood siding, interior carpentry including hanging and finishing drywall and painting, finish carpentry including wood, vinyl, and steel trim, millwork carpentry including the installation and repair of windows and doors, cabinet and furniture construction, and concrete construction and finishing of footings, walls and flatwork.

#### APPOINTMENT AND SUPERVISION:

This position is employed by the County Engineer, but is under the general supervision of the Assistant County Engineer.

#### DUTIES AND RESPONSIBILITIES:

Duties may include but are not limited to the following:

- Maintains/repairs County Highway Department buildings and facilities.
- Improves/remodels County Highway Department buildings and facilities.
- Constructs County Highway Department buildings and facilities.
- Performs and supervises carpentry work on County Highway Department buildings and facilities.
- Develops plans and acquires materials necessary for carpentry work on County Highway Department buildings and facilities.
- Perform other duties as assigned and requested.

#### MINIMUM QUALIFICATIONS:

- Graduation from a high school, and

- At least six months of relevant experience, or
- Any equivalent combination of related education and experience.

#### KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to read and interpret documents such as safety rules, operating, maintenance, and procedure manuals.
- Ability to speak effectively with employees of organization.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to apply commonsense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Ability to operate trucks and other county equipment.
- Working knowledge of, experience with, and skill in the operation of personal computers and computer programs such as computer aided drafting, word processing, electronic spreadsheets, and databases.
- Ability to comprehend technical manuals for mechanical repairs.
- Ability to comprehend building blueprints/plans.

- Ability to investigate, diagnose, and repair building issues.
- Ability to use and understand specialized tools, portable power tools, stationary power tools, etc.
- Ability to produce, read, comprehend, and follow building codes.
- Ability to comprehend technical/design manuals for building design and construction.
- Ability to operate vehicles and other county equipment.
- Possess a current, valid Driver's License to operate a vehicle in the State of Illinois.

#### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to stand; walk, sit, use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear; and may be required to walk in rough terrain. Specific vision abilities required by this job include close vision, distance vision, and depth perception.

The employee must occasionally lift and/or move up to 100 pounds.

#### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee

encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions. The employee occasionally works near moving mechanical equipment and parts; in high, precarious places; is exposed to wet and/or humid conditions; and exposed to the suns radiation.

The noise level in the work environment is usually quiet to moderate, although from time to time it may be loud due to the operation of heavy construction and maintenance equipment.

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IN WITNESS WHEREOF, the parties have executed this Agreement this 11<sup>th</sup> day of MAY 2021, in Jo Daviess County.

JO DAVIESS COUNTY

  
\_\_\_\_\_  
County Board Chairman

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

INTERNATIONAL UNION OF OPERTING ENGINEERS, LOCAL 150

  
\_\_\_\_\_  
James M. Sweeney, President-Business Manager

  
\_\_\_\_\_  
Steve Karpowicz

  
\_\_\_\_\_  
Mark Szula

## APPENDIX A

### DRUG AND ALCOHOL POLICY

The Employer and the Union acknowledge that alcohol and drug abuse, hereinafter referred to as “substance abuse, is a serious and complex issue that can negatively affect the performance and safety of Employees as well as the safety of the public. The Employer and the Union are committed to preventing and addressing the problems of substance abuse in order to ensure the safety of Employees and the public.

In order to ensure the safety of employees, and the safety of the public, and to the Employer will conduct drug and alcohol testing of Employees as described below.

#### **I. PROHIBITIONS**

##### **A. Prohibited Alcohol-Related Conduct**

An employee shall not operate a Village commercial motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

##### **B. Prohibited Drug-Related Conduct**

An employee shall not perform a safety-sensitive function if s/he has engaged in any of the following activities:

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 not will interfere with the employee's ability to perform his job safely:

- a. Marijuana (THC metabolite)
  - b. Cocaine
  - c. Opiates (morphine and codeine)
  - d. Phencyclidine (PCP)
  - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.
  3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
  4. Refusing to submit to a required controlled substances test.

**C. Reporting Requirements for Prescribed Controlled Substances**

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

**II. CATEGORIES OF TESTING**

**A. Post-Accident/Injury Testing**

1. Conducted when a bargaining unit employee:
  - a. is involved in an accident in an Employer vehicle or
  - b. is issued a citation while operating an Employer vehicle, or
  - c. causes damage to an Employer vehicle or equipment, or
  - d. receives or causes an injury that results in medical attention.

2. Post-Accident/Injury Alcohol Testing

- 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 Employer 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 Employer 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.

3. Post-Accident/Injury Drug Testing

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

**B. Random Testing**

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

1. Restricted Period

- a. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.



2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
- b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

**C. Reasonable Suspicion Testing**

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

- 1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;

2. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.
3. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.

**D. Return to Duty Testing**

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

**E. Follow-Up Testing**

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. 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.
3. Substance Abuse Professional

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.

**III. TESTING PROCEDURES**

**A. Drug Testing Procedures**

1. Collection Site
  - a. Once a drug test is announced, an employee shall go directly to the collection site.

- b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

## 2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer'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/her medical history and any other relevant biomedical information.

## 3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.

- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

b. Positive Test Results

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.

- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.

- a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.

- b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen

test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. Waived or Positive Confirmation Test
  - 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
  - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen

is genuine.

- 1) The employee shall be placed out of service until this determination is made.
- 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

## **B. Alcohol Testing Procedures**

### 1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
  - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
  - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
  - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
  - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
  - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
  - 2) If the result of the screening test is an alcohol concentration

of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
- b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- c. If the result of the confirmation test is 0.02 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
- b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- f. The Employer shall pay any medical fees assessed for the examination.

#### **IV. CONSEQUENCES OF POSITIVE TEST RESULTS**

##### **A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04**

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

##### **B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct**

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/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 set forth above with a breath alcohol content of less than 0.02.

##### **C. Confirmed Positive Urine Drug Test**

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/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 set forth above with a negative result.

**D. Discipline**

- 1. Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.
- 2. An Employee who tests positive will be informed of the positive test result by the Department Head. The Employee shall be removed from active duty . The Department Head and the Employee will arrange a meeting where the Employee shall have the opportunity to respond to the allegation of the positive test result.
- 3. The use, possession, sale or distribution of any illegal drug is grounds for immediate discharge. Being under the influence of any illegal drug while on duty shall also be grounds for immediate discharge. Being under the influence of alcohol at a concentration level of .08 or above shall be grounds for immediate discharge.
- 4. The first offense of being under the influence of alcohol below a concentration level of .08, a prescription drug exceeding the prescribed dosage, or an unprescribed prescription drug will be referral to an Employee Assistance Program and may also include disciplinary action as provided in this Agreement. Any subsequent offenses under these circumstances will be grounds for immediate discharge.

**E. Refusal to 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. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

**V. CONFIDENTIALITY OF RECORDS**

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

**A. Employee Entitled to Information**

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

**B. Conditions Under Which the Employer Must Release Records**

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

**VI. EMPLOYEE ASSISTANCE PROGRAM**

If a bargaining unit employee voluntarily refers himself or herself to the EAP either before being ordered to test or upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

## APPENDIX B – Wage Schedule

Fiscal Year 2021 (12-1-2020 to 11-30-2021) - 3.00% Across-the-Board

Fiscal Year 2022 (12-1-2021 to 11-30-2022) - 2.75% Across-the-Board

Fiscal Year 2023 (12-1-2022 to 11-30-2023) - 2.75% Across-the-Board

Fiscal Year 2024 (12-1-2023 to 11-30-2024) - 2.50% Across-the-Board

### **Maintenance Worker I**

Years of Services	12/1/2020	12/1/2021	12/1/2022	12/1/2023
Start -1st 12 months 90% of wage	\$20.93	\$21.51	\$22.10	\$22.65
2nd 12 months 95% of wage	\$22.09	\$22.70	\$23.33	\$23.91
Base Wage (After Apprenticeship)	\$23.26	\$23.90	\$24.55	\$25.17
10 Year - 1.25% to base	\$23.55	\$24.20	\$24.86	\$25.48
20 Year - 1.0% to base	\$23.78	\$24.44	\$25.11	\$25.74

### **Maintenance Worker II**

Years of Services	12/1/2020	12/1/2021	12/1/2022	12/1/2023
Start -1st 12 months 90% of wage	\$22.14	\$22.75	\$23.37	\$23.96
2nd 12 months 95% of wage	\$23.37	\$24.01	\$24.67	\$25.29
Base Wage (After Apprenticeship)	\$24.60	\$25.27	\$25.97	\$26.62
10 Year - 1.25% to base	\$24.90	\$25.59	\$26.29	\$26.95
20 Year - 1.0% to base	\$25.15	\$25.84	\$26.56	\$27.22

### **Carpenter**

Years of Services	12/1/2020	12/1/2021	12/1/2022	12/1/2023
Start -1st 12 months 90% of wage	\$22.14	\$22.75	\$23.37	\$23.96
2nd 12 months 95% of wage	\$23.37	\$24.01	\$24.67	\$25.29
Base Wage (After Apprenticeship)	\$24.60	\$25.27	\$25.97	\$26.62
10 Year - 1.25% to base	\$24.90	\$25.59	\$26.29	\$26.95
20 Year - 1.0% to base	\$25.15	\$25.84	\$26.56	\$27.22

### **Mechanic**

Years of Services	12/1/2020	12/1/2021	12/1/2022	12/1/2023
Start -1st 12 months 90% of wage	\$23.81	\$24.47	\$25.14	\$25.77
2nd 12 months 95% of wage	\$25.14	\$25.83	\$26.54	\$27.20
Base Wage (After Apprenticeship)	\$26.46	\$27.19	\$27.94	\$28.63
10 Year - 1.25% to base	\$26.79	\$27.53	\$28.29	\$28.99
20 Year - 1.0% to base	\$27.06	\$27.80	\$28.57	\$29.28