

Resolution

FI-R-0915-18

AUTHORIZATION OF CONTRACT WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,
DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Illinois Public Employee Labor Relations act has established regulations regarding union recognition and collective bargaining in the State of Illinois, and

WHEREAS, a group of employees in the Department of Public Works did authorize the International Union of Operating Engineers, Local 150 as their exclusive bargaining agent under the terms and conditions of the Act, and

WHEREAS, the County, and the International Union of Operating Engineers, Local 150, Department of Public Works, have been bargaining in good faith to reach agreement, and

WHEREAS, the union members have ratified a tentative agreement.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, accept and adopt the contract attached to this resolution between the International Union of Operating Engineers, Local 150, Department of Public Works, and the County of DuPage, and

BE IT FURTHER RESOLVED that the County Board Chairman be authorized to execute said contract, and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, and County Board Office.

Enacted and approved this 23rd day of October, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
PAUL HINDS, COUNTY CLERK

AGREEMENT

Between

COUNTY OF DUPAGE

DEPARTMENT OF PUBLIC WORKS

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 150, PUBLIC EMPLOYEES DIVISION

December 1, 2017 to November 30, 2021

PREAMBLE

This Agreement has been made and entered into by and between the County of DuPage (hereinafter referred to as the "County") and the International Union of Operating Engineers, Local 150, (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the wages, hours, and other terms and conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; as required by the Illinois Public Labor Relations Act.

The parties acknowledge their mutual desire to foster harmonious relations between the County and the employees represented by this agreement and to establish equitable and peaceful procedure for the resolution of differences, to prevent interruptions of work and interference with the efficient operation of County operations, and to provide an orderly and prompt method for resolving grievances concerning the employees.

ARTICLE 1 **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 persons employed full-time by the DuPage County in its Department of Public Works in the following classifications: Wastewater Maintenance Worker; Senior Wastewater Maintenance Worker; Utility Inspector; Wastewater Maintenance Crew Leader; Auto Mechanic; Lead Heavy Equipment Mechanic; Laborer; Senior Meter Reader/Installer, Meter Reader/Installer; Equipment Operator, and Principal Meter Reader.

****EXCLUDED**

All other employees of the County of DuPage, including supervisory, managerial or confidential employees.

SECTION 1.2 NEW CLASSIFICATIONS

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

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 2.1: MANAGEMENT RIGHTS

It is understood and agreed that the County retains all traditional, statutory, and constitutional rights and authority to manage and operate the employees of the County in all respects, including, but not limited to, all rights and authority exercised by the County prior to the execution of this Agreement, except as amended, changed or modified in a specific provision set forth in this Agreement. These rights include but are not limited to the following:

- a) plan, direct, control, and determine all functions, operations, standards and services.
- b) Supervise, direct and evaluate employees;
- c) Establish the qualifications for employment and employ employees;
- d) Establish reasonable work rules, schedules, assignments and assign employees;
- e) Hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify, and eliminate positions within the Department;
- f) Suspend, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) To relieve employees from duty because of lack of work, money or other legitimate cause, to determine the size and composition of the working force;
- h) Establish reasonable work and productivity standards and rules of conduct, and, from time to time, amend such standards;
- i) Determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- j) Determine the number of hours of work and shifts per work week and assign overtime;
- k) Maintain efficiency of operations and services of the Department;
- l) Take whatever action is necessary to comply with the State and Federal law;
- m) Secure, change or eliminate methods, equipment, and facilities for the improvement of operation and to establish and implement a budget;
- n) Determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of classifications to perform such services, to include revision, combination, addition or elimination of job classifications; determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division.

However, nothing in this Section shall alter the County's obligation to bargain with the Union over mandatory subjects of bargaining as provided in the Illinois Labor Relations Act and relevant case-law.

ARTICLE 3
UNION RIGHTS

SECTION 3.1 UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering and negotiating this agreement. The Stewards or his/her designees shall ask for and obtain

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

Authorized agents of the Union shall have access to the Employer's establishment, including remote job sites, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, with prior notification to the Operations Level Manager or his/her designee, provided however, there is minimal interruption of the Employer's working schedule.

SECTION 3.2 UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union, such notices shall be limited to Union business and notices of a non-controversial and non-political nature.

ARTICLE 4 UNION DUES/FAIR SHARE CHECKOFF

SECTION 4.1 DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, PAC, or fees;
- (B) Union sponsored credit and other benefit programs.

Requests for any of 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 from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly 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 Union deductions.

SECTION 4.2 FAIR SHARE

Upon submission of an appropriate written authorization from an employee expressly authorizing this deduction, then pursuant to Section 3(G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

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

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

The Union agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court in such cases as *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union and the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization shall be selected by the affected non-member from and approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

SECTION 4.3 HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE 5 **HOURS OF WORK AND OVERTIME**

SECTION 5.1 WORKDAY AND WORKWEEK

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Hours
 - 1) Except as set forth herein, the hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., 6:00 a.m. to 2:30 p.m., or 5:30 a.m. to 2:00 p.m., Monday through Friday.
 - 2) The Employer reserves the right to adjust the hours of work as operational needs arise to conduct business in the most efficient manner with twenty one (21) days prior notice to the affected employees. The Employer agrees that it will not change the hours of work arbitrarily and it shall only be for legitimate operational needs and for specific job assignments. The Employer shall not adjust the hours of work to avoid paying overtime compensation.

- 3) The workweek for current employees shall not be altered from Monday through Friday. However, if the County has a legitimate operational need that requires a permanent change to the workweek for new hires, the County shall (1) inform the Union of any such proposed change thirty (30) days before it is proposed to be implemented and (2) if the Union objects, the parties will meet and negotiate the decision to alter the workweek.

SECTION 5.2 LUNCH/REST PERIODS

- (A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees will be allowed to combine these two breaks with prior approval from the supervisor. Except that employees will not be permitted to combine these two breaks at the beginning or end of the day as a means to begin later or end early.
- (B) Employees shall be granted a one half hour unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work thirty (30) minutes early, or shall be compensated at the rate of one half hour of appropriate overtime. The employee shall notify and obtain approval from the supervisor to leave work thirty (30) minutes early, such approval shall not be unreasonably denied.

SECTION 5.3 ALLOWABLE REST PERIOD

Employees may work more than sixteen (16) hours in a twenty-four (24) hour period without taking an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four hour period, he shall be permitted to do so. The employee agrees to provide the Employer a minimum of one (1) hour advance notice if he cannot continue to work. If the employee is sent home by the County for an eight (8) hour rest period and any part of the eight (8) hour rest period falls within the employee's normal workday he shall be compensated for those hours. Should the employee opt to go home for an eight (8) hour rest period and any part of the eight (8) hour rest period falls within the employee's normal workday he shall be permitted to use accrued vacation or compensatory time off for those hours.

SECTION 5.4: OVERTIME COMPENSATION

The compensation paid employees for scheduled overtime work shall be as follows:

- (A) Except as provided for in this agreement, a bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work over forty (40) hours in a workweek.
- (B) A bargaining unit employee shall be paid at one and one-half (1 ½) times his/her regular hourly rate of pay for all scheduled hours worked on holidays in addition to the regular holiday pay. Bargaining unit members shall be paid two (2) times his/her regular hourly rate of pay for all hours worked above eight (8) hours worked on holidays.
- (C) For scheduled overtime, all time paid for but not worked, excluding sick leave and compensatory time shall be counted as "time worked" for purposes of computing overtime compensation.

- (D) Notwithstanding the above, all emergency call outs shall be compensated at the applicable overtime rate of pay. For emergency call outs, employees shall be paid at one and one-half (1 ½) times his/her regular hourly rate of pay for all hours worked outside his normal workday, defined as 7:00 a.m. to 3:30 p.m., 6:00 a.m. to 2:30 p.m., or 5:30 a.m. to 2:00 p.m., Monday through Friday. For emergency call outs, all time paid for but not worked shall count as time worked for purposes of computing overtime. For emergency call outs, employees shall be paid at time and a half for the first eight hours worked on the actual holiday and double time for all hours worked above eight (8) hours worked on the holiday in addition to the holiday pay; except that employees that work emergency overtime on Thanksgiving, Christmas Day, New Year's Day, and Independence Day shall be compensated at double time for all hours worked on those actual holiday in addition to the holiday pay.

SECTION 5.5 OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime available to the bargaining unit employees as equally as possible amongst those bargaining unit employees who normally perform the work at issue within a classification. The employee working on any job which extends into overtime shall have first claim on the overtime.

The employment of part-time, temporary, seasonable or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time, temporary, seasonal or non-bargaining unit personnel on said overtime without violating the Agreement.

SECTION 5.6 NO PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

SECTION 5.7 CALLBACK

A "callback" is defined as an official assignment of work which is outside of an employee's regularly scheduled working hours as defined in Section 5.1 of this Article. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two and one half (2.5) hours at such overtime rate of pay for each callback. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment busy work in order to fill the remaining hours. Compensation will start at the point the employee arrives at the designated site to work on the emergency situation. A continuation of the end of a normal workday due to an emergency shall not qualify for the minimum of two and one-half (2 ½) hours of pay, but shall be paid as overtime pay according to this contract.

SECTION 5.8 ON-CALL ASSIGNMENTS

The Employer reserves the right to require and adjust on-call assignments within the Department as operations needs dictate. The designation of on-call shall be decided based upon a rotating list, starting in seniority order of employees who normally perform the work at issue.

Telephones will be assigned to on-call personnel. Personnel will be required to respond to emergencies in a fit condition within one (1) hour of any emergency call-out notification. Weather conditions and other special considerations will be taken into account for this reporting requirement. Each employee designated as on-call shall receive five (5) hours of pay per week at one and one half his or her (1 1/2) regular rate of pay for each week. Employees may trade on-call assignments with prior notice to the Manager.

Employees that are providing on-call services for the Division of Transportation from November 1 through March 31, shall be eligible for on-call pay as specified in the most current Local 150 Division of Transportation Bargaining Agreement. Under no circumstances may employees receive on-call pay simultaneously from both departments.

SECTION 5.9 COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory blocks shall be for a minimum of one quarter (1/4) hour increments. Compensatory time off shall be scheduled and approved the same as vacation time off. Employees may not accumulate more than one hundred (100) hours of compensatory time at any one time. On November 1 of every year, all accumulated compensatory time will be paid out. Employees may request to cash out their accumulated compensatory time prior to November 1, one time per year. After the initial one hundred (100) hours of compensatory time is accrued in a calendar year, the option to earn compensatory time off in lieu of paid overtime shall be by mutual agreement of the employer and employee.

ARTICLE 6 **SENIORITY**

SECTION 6.1 SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer. For purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous employment with the Employer within the bargaining unit.

SECTION 6.2 BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without approval.

SECTION 6.3 SENIORITY LIST

Upon the Union's request, the County will provide the Union with a seniority list setting forth each employee's seniority date. The County shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the County in writing within fourteen (14) calendar days after the Union's receipt of the list.

SECTION 6.4 PROBATIONARY EMPLOYEES

An 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 their 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 regarding discharge or discipline. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

ARTICLE 7 **LAYOFF AND RECALL**

SECTION 7.1 DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs. Prior to any layoffs, the Employer shall give the Union notice of the layoff and agrees, upon request from the Union, to meet and discuss the layoffs and consider alternatives to the layoff(s).

SECTION 7.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority within the following grouping of classifications as defined in Appendix A as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees shall be laid off or terminated, as the case may be. Employees selected to be laid off may bump a less senior employee in another classification as defined in Appendix A provided the more senior employee has the present ability and skills to perform the available work.

SECTION 7.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in seniority order and seniority shall be restored. No part-time, temporary, seasonal or other non-bargaining unit employees will be hired to do bargaining unit work during this time. If there is a recall in the employee's job classification, employees who are still on the re-employment registry in said job classification shall be recalled in the inverse order of their layoffs. After twelve (12) months on layoff, an employee shall lose his/her seniority and will be removed from the layoff list.

Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Director of Human Resources, or designee of his intention to return to work within three (3) days after receiving the notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Human Resource Department, or designee with his latest mailing address. If an employee fails to respond to a recall notice his name shall be removed from the re-employment registry.

ARTICLE 8
DISCIPLINARY PROCEDURES

SECTION 8.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (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.

The disciplinary steps may or may not be used in sequential order. Certain conduct may warrant an immediate written reprimand, suspension or termination. Whenever appropriate, prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the supervisor's action and not be unduly or unreasonable delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 8.2: RIGHT TO REPRESENTATION

Prior to the pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 9.1: GRIEVANCE DEFINED

A grievance is defined as any dispute or difference of opinion raised by an employee against the County involving an alleged violation of an express provision of the Agreement.

SECTION 9.2: PROCESSING OF GRIEVANCE

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and normal communications. If, however, the informal process does not resolve the matter, the Union may process his grievance according to the following procedures in Section 8.3.

Grievances shall be processed by a Union Steward, 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 9.3: GRIEVANCE STEPS

STEP ONE: MANAGER

The Union may submit a written grievance to the employee's Manager, within ten (10) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The grievance shall contain the name of grievant, a complete statement of the facts, and the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The Manager or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Manager, or designee shall submit a written response within ten (10) business days of the receipt of the grievance, unless otherwise agreed to by the parties.

STEP TWO: DIRECTOR OF PUBLIC WORKS AND OPERATIONS

If the grievance remains unsettled at step one, the Union may advance the written grievance to the Director of Public Works and Operations within ten (10) business days of the response in step one or when such response was due. The Director of Public Works and Operations or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works and Operations or designee shall submit a written response within ten (10) business days of the grievance appeal, unless otherwise agreed to by the parties..

STEP THREE: DIRECTOR OF HUMAN RESOURCES

If the grievance remains unsettled at step two, the Union may advance the written grievance to the Director of Human Resources within ten (10) business days of the response in step two or when such response was due. The Director of Human Resources or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Human Resources or designee shall submit a written response within five (5) business days of the grievance appeal, unless otherwise agreed to by the parties.

Pre-Arbitration Meeting:

If the grievance is not resolved at Step 3, either party may request a pre-arbitration meeting to be held with the County Administrator and the Union representative within ten (10) working days following the receipt of the Director of Human Resources written answer. This meeting shall constitute further attempt at resolving the issue prior to involving an arbitrator. The County Administrator will present the Union representative with a written response as to the outcome of the pre-arbitration meeting within ten (10) working days following the meeting.

STEP FOUR: ARBITRATION

If the grievance remains unsettled after the response in step three or the Pre-Arbitration meeting, if scheduled, the Union may refer the grievance to arbitration within ten (10) working days of the receipt of the County's written answer as provided to the Union at Step 3 or at which time the written response to Step 3 was due, or after the Pre-Arbitration if scheduled or when the Pre-Arbitration answer was due. Such an appeal shall be made in writing to the Director of Human Resources.

The Union and the Director of Human Resources shall attempt to agree upon an

arbitrator within five (5) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) working days, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The parties shall alternatively strike the name of an arbitrator, with the party requesting arbitration making 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 question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the County and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

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 from agreeing that more than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

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

SECTION 9.4: LIMITATION ON AUTHORITY OF ARBITRATOR

The arbitrator shall have no right or authority to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the County which are under law, granted to the County by law, court decisions, or the provisions of this Agreement.

Any decision and award of the arbitrator shall be final and binding on the County, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and the Illinois Labor Relations Act.

SECTION 9.5 TIME LIMIT FOR FILING

The Parties agree that the time limits set forth in this section are of the essence. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) working days, if the Union does not reasonably have knowledge of the events giving rise to the grievance within ten (10) days. If a grievance is not presented by the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this article. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the County unless and until the County has agreed thereto in writing.

SECTION 9.6: 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 date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 9.7: 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, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 9.8: UNION STEWARDS

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the Union Stewards. Two (2) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Alternate Steward. The Alternate Stewards shall only act in the place of the Union Stewards when the Union Steward is absent. The Union will provide written notice to the Employer to identify all Stewards.

ARTICLE 10
HOLIDAYS

SECTION 10.1: GENERAL INFORMATION

Holidays are:

New Year's Day

Christmas Day

Thanksgiving Day

President's Day

Columbus Day

Veterans Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Day after Thanksgiving

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. If the employer declares any reduced dates as observed holidays, such dates shall be reduced holidays for all bargaining unit employees.

SECTION 10.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 10.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. Employees who perform work on a holiday shall additionally be compensated at time and one half (1 ½) their regular rate of pay for the first eight (8) hours of time actually worked on such holiday, with a guaranteed minimum of two and one half (2.5) hours should an employee be called out on a holiday; except that any employee that is called out to work on an emergency basis on Thanksgiving Day, Christmas Day, New Year's Day or Independence Day shall be compensated at double their regular rate of pay for all hours worked on the actual holiday. The employee will be paid double time for all hours worked above the eight (8) hours of work on the holiday.

Eligibility Requirements: To be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled work day immediately preceding and following the holiday unless proof of excusable absence is established to the satisfaction of the Department Head.

SECTION 10.4: PERSONAL DAYS

- (A) Except in the case of initial hiring, eligible employees shall be awarded five (5) personal days per year. The personal days may be taken at any time during the calendar year. Employees must give a minimum of twenty four (24) hours advance notice for approval of time off to the Department Head or Supervisor, where practicable.
- (B) During the first calendar year of employment the employee shall be awarded personal days on a pro-rated basis after passing the six month probationary period. The following schedule shall apply:

Probationary Period Ends	Eligible For
January – February	5 Days
March- April	4 Days
May – June	3 Days
July - August	2 Days
September - October	1 Day
November - December	0 Days

- (C) An employee who separates employment with the County will not receive payment for unused Personal Days. Personal Days may not be carried over to the next year.
- (D) Personal Days may be used in a minimum of one quarter (1/4) hour increments.
- (E) Eligible part-time employees will receive personal days at a proportional rate, based on the number of hours they are regularly scheduled to work.

SECTION 10.5 AUTHORIZED CLOSINGS

On the days when the County Board declares an emergency and allows employees to go home early with pay, or stay at home with pay, bargaining unit employees who are not given the time off shall be granted compensatory time at straight time for all hours actually worked during their shift.

**ARTICLE 11
VACATIONS**

SECTION 11.1: VACATION

All employees shall be eligible for a paid vacation time after completion of six (6) months of consecutive service in the bargaining unit in accordance with the following schedule.

YEARS OF CONTINUOUS SERVICE	VACATION DAYS PAID ANNUALLY	HOURS PER WORK WEEK	ACCRUED HOURS PER MONTH
0 through the completion of the fourth (4) year	10 Days	40.0 Hours	6.67 Hours
Beginning of the fifth (5) year through the completion of the Ninth (9) year	15 Days	40.0 Hours	10.00 Hours
Beginning of tenth (10) year through completion of the Nineteenth (19) year	20 Days	40.0 Hours	13.33 Hours
The beginning of the twentieth (20) year or more	25 Days	40.0 Hours	16.67 Hours

If the DuPage County Board adopts a policy allowing more than 25 vacation days annually to its non-union employees, then Local 150 DuPage County employees shall receive the additional vacation days under the terms established by the county for the non-union employees, such as required years of service.

SECTION 11.2: VACATION USAGE

- (A) Vacation will be accrued on a monthly basis but calculated and credited in advance for each calendar year in January for all bargaining unit employees. Should an employee's employment be terminated (voluntarily or involuntarily) prior to December 31 of any given year and the employee has used all of his or her vacation time in advance of it actually accruing on the monthly basis, the employee will be responsible for reimbursing the County for all time used, but unearned. The reimbursement for all vacation time used but unearned will be deducted from the final pay check that is to be issued to the employee.
- (B) Upon separation, vacation paid after the last day worked shall not be used to extend an employee's length of service.
- (C) Vacation time shall not accrue during an unpaid leave of absence.
- (D) Employees who have been rehired shall accrue vacation time as of their rehire date, unless the employee is separated for less than thirty (30) days or as a result of layoff. In that case, if the separation is less than thirty (30) days or as a result of a layoff, the accrual shall continue from the original date of hire.
- (E) Vacation may be used in increments of four (4) hours or more. Vacation requests to take vacation in less than four hour increments will be considered by management on a case-by-case basis and may not require twenty-four hour advance notice. Employees seeking to take vacation in duration of one (1) week or more shall provide the Employer with a minimum of one (1) week prior notice. Employees seeking to take vacation in duration of less than one (1) week shall provide a minimum of twenty-four hours advance notice. All vacations must be approved by the Manager, such approval not to be unreasonably withheld. Vacation is to be scheduled in such a way that temporary help is not required and overtime payments are not needed.
- (F) Employees may carry over up to ten (10) days of vacation from one year to the next, not to exceed ten (10) days, according to their normally scheduled bi-weekly hours. Any unused vacation time above the ten (10) day carryover maximum allowed, will be forfeited at the beginning of the following calendar year.
- (G) Once an employee has completed five (5) years of continuous service, they may elect to receive monetary payment for up to five (5) days or 40 hours of their earned vacation accrual at full value, in full day increments. Upon completion of fifteen (15) years of continuous service, an employee may elect to receive monetary payment for up to ten (10) days or 80 hours of their earned vacation accrual at full value, in full day increments.
- (H) If an eligible employee elects to sell vacation time, the "pay date" determines the calendar year. For example, if an employee is requesting a payment at the end of the year, (December), the "pay date" is the following calendar year (January). An employee will not receive this payment if the vacation time is unearned.

- (I) Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay date immediately preceding the employee's vacation.

SECTION 11.3: ACCUMULATED VACATION AT SEPARATION

- (A) For an employee that has completed one (1) year or more of service, upon separation or layoff the employee will receive monetary compensation for any accrued, unused vacation time.
- (B) Upon separation, employees will receive monetary compensation for all earned vacation time which consists of the number of vacation days currently accrued based on the employee's years of service and a maximum of 10 days of banked vacation time. According to the policy, this amount shall not exceed a maximum of 35 days. Employees will receive any earned vacation payout on their last paycheck.
- (C) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.
- (D) Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.

ARTICLE 12
SICK LEAVE

SECTION 12.1 SICK LEAVE

All full-time employees covered by this Bargaining Agreement, who have completed one (1) month of continuous service in the bargaining unit, shall be entitled to sick leave. Sick leave will be calculated at 1/10 of the normally scheduled bi-weekly work hours. All employees covered in the bargaining unit will accrue (8) sick days annually. Sick time credits will accrue at a rate of 5.33 hours monthly.

A doctor's note may be required of an employee who is out for three (3) or more days, at the discretion of the Department Head. If a Department Head does not consider the evidence submitted as adequate for the use of sick time, additional documentation may be required. If this additional documentation is not supplied, the request for sick time shall be denied and the time shall be coded as without pay. The time without pay may include a preceding or following designated holiday or vacation. Any employee determined by the Department Head or Supervisor to be abusing sick time shall be subject to disciplinary action, up to and including termination.

Sick time hours accrued and banked, may be used during the course of employment for the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons stated within the Policy handbook.

Upon ratification, all sick time hours accrued, unused, and banked will be frozen for purposes of eligibility for monetary compensation. The accrued sick time will continue to be eligible for pay based on years of service at time of separations, as outlined in this Agreement.

Employees who have been rehired shall accrue sick time as of their rehire date, unless the employee is separated for less than thirty (30) days as a result of layoff or employer initiated

separation. In that case, if the separation is less than thirty (30) days, the accrual shall continue from the original date of hire.

Sick time earned after ratification of this Agreement, may be accrued up to a maximum of 120 days. This bank will be maintained separately from sick time banked prior to ratification. This bank may be used to obtain service credit to the full extent allowed by the Illinois Municipal Retirement Fund.

Employees hired prior to November 1, 2005:

- A. Once an employee accrues thirty (30) days of sick time, they have the option to receive monetary compensation for up to five (5) days of sick time, one time per calendar year, at the payout percentage based on their length of service as indicated in the Payout Table below.
- B. Upon separation or layoff, the employee has the option to either: receive monetary compensation for accrued, unused sick time, based on the Sick Time Payout Table below; or to obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

Years of Completed Continuous Service	Monetary Compensation Percentage Rate
5 through 7 years	50%
8 through 10 years	67%
11 through 15 years	75%
16 years or greater	100%

For employees hired after November 1, 2005: For an employee who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either: receive monetary compensation for accrued, unused sick time at 50% of the value no more than one time per calendar year; or to obtain service credit to the full extent allowed by Illinois law and IMRF policies.

Employees may not request or be paid for any sick time that has not yet been earned.

SECTION 12.2: SICK TIME PROCEDURES

Sick leave may be granted in minimum one quarter (1/4) hour blocks for any of the reasons listed below-and sick leave can only be used for an approved absence that falls under the following guidelines:

- Illness or injury of employee or employee's dependent or family ,
- Emergency medical or dental care.
- Exposure to contagious disease and possible endangering of others by attendance on duty.
- Preventative care.

Employees shall notify the Supervisor or his designee of his/her intent to use sick time prior to the employee's start time. Notice to the Supervisor or his designee should continue at the

beginning of each work shift for which the employee is unable to report to work, unless otherwise directed by the Employer.

Sick leave shall not accrue during any unpaid leave of absence.

ARTICLE 13 **LEAVES OF ABSENCE**

SECTION 13.1: DISABILITY LEAVE

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

SECTION 13.2: PERSONAL LEAVE OF ABSENCE

An employee may petition his/her Department Head for a personal leave of absence. Such leave of absence is without pay or fringe benefits, employees may continue their County health insurance by providing the County with a check for the total premium cost on a monthly basis. Failure to send this check to the County may result in loss of health insurance coverage. DuPage County may allow employees to take a Personal Leave of Absence without pay for extraordinary circumstances of personal need when it is determined to be in the best interest of both the County and the requesting employee. A personal leave is not to exceed ninety (90) days. An employee will be required to use any accrued vacation, sick or personal day, and compensatory time during an approved personal leave. If an employee does not have this time available, they will go unpaid during the length of the personal leave.

SECTION 13.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted three (3) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated compensatory time, vacation time, or personal time.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or domestic partner, including a person who is legally acting as a guardian in one of the above capacities.

Additionally, an employee may be granted time off, duration of which shall be determined by the Employer, to attend the funeral of a co-worker. Employees may use accumulated compensatory or vacation time in order to attend the funeral.

SECTION 13.4: FAMILY AND MEDICAL LEAVE

Any employee covered by this agreement shall be considered eligible to participate in Family and Medical Leave according to the guidelines adopted by the DuPage County Board Personnel Policies and attached hereto as Appendix B.

SECTION 13.5: JURY DUTY LEAVE

Any employee who is subpoenaed as a result of his regular job duties, or otherwise required to serve on a jury (except if the employee is a party to a non-work related litigation) shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit documentation evidencing that he/she appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and /or lodging expenses.

SECTION 13.6: MILITARY LEAVE

The Employer shall comply with all federal and state laws regarding military leave.

ARTICLE 14
HEALTH INSURANCE

All employees covered by this Bargaining Agreement shall continue to be eligible to receive the same health, life, dental and other insurance benefits at the same employee/dependent premium cost(s) as a majority of all other DuPage County employees. In no event will Bargaining Unit employees pay more in premiums or co-pays, or receive less health, life, or dental benefits than a majority of all other DuPage County employees.

ARTICLE 15
EMPLOYEE TRAINING AND EDUCATION

SECTION 15.1 TRAVEL/BUSINESS REIMBURSEMENT

All employees covered by this Agreement shall receive Travel/Business Reimbursement equivalent to the provisions and guidelines attached as Appendix C. Should the Federal or State law(s) change with regard to the travel, business, or mileage reimbursement, which subsequently cause a change in the Employer's policy, such change will be provided to the Union within five (5) days of the new policy going into effect and shall be incorporated herein upon adoption of the policy by the DuPage County Board and shall supersede any old policies that may already be incorporated or included herein.

Employees who attend training may mutually agree with his/her supervisor to have the start and end of the work day adjusted.

Non-Mandatory training is considered a benefit to the employee and no overtime compensation will be provided for the purposes of attending such training opportunities.

SECTION 15.2 TUITION REIMBURSEMENT

All employees covered by the Bargaining Agreement shall receive Tuition Reimbursement equivalent to the provisions and guidelines Board Personnel Policies and

attached hereto as Appendix D. Should the DuPage County Board adopt new or revised policies regarding Tuition Reimbursement, such changes shall be provided to the Union within five (5) days of the new or revised policies going into effect and shall be incorporated herein upon adoption of the policy by the DuPage County Board. These new or revised policies shall supersede any old Tuition Reimbursement policies incorporated herein.

ARTICLE 16 **SAFETY**

SECTION 16.1 UNSAFE CONDITIONS

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

ARTICLE 17 **LABOR-MANAGEMENT MEETINGS**

SECTION 17.1 LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 17.2 PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE 18
UNIFORMS AND EQUIPMENT

SECTION 18.1 UNIFORMS/BOOTS

The Employer shall provide an eight hundred (\$800) dollar uniform and boot allowance per year for all bargaining unit employees. The Employer reserves the right to increase this compensation amount for new employees upon their initial hiring. This amount will be provided to employees in the first pay period on or after December 1 of every year. At the discretion of the Operations Manager, funding for boot replacements may be authorized if it is determined that the safety functions of the boot are at issue.

SECTION 18.2 PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3 PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses from an employer approved vendor as follows:

- (A) Reimbursement may be made once every two years.
- (B) The Employer shall reimburse one hundred dollars (\$100) of the cost for one (1) pair of prescriptions safety glasses.

The Employer further agrees to replace glasses should an employee's original pair become damaged/broken on the job.

ARTICLE 19
PERSONNEL RECORDS

SECTION 19.1 PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review. An employee must make a request to review his or her personnel record in writing and may review their personnel records a maximum of two (2) times per year.

SECTION 19.2 RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel during working time no more than two times per year by written request. An employee may obtain a copy of his/her record upon request to the Director of Human Resources. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: REMOVAL OF DISCIPLINARY RECORDS

No disciplinary records will be removed from an employee's personnel file. However, the employer agrees that it will not rely on oral or written reprimands for purposes of progressive discipline if the employee has not engaged in the same conduct for a period of eighteen (18) months, unless the conduct is of a nature to expose the County to liability to third parties like harassment or violence.

ARTICLE 20
NO STRIKE / NO LOCKOUT

SECTION 20.1: NO STRIKE

During the stated term of this Agreement, the Union shall not call a strike.

SECTION 20.2: NO LOCKOUT

During the stated term of this Agreement, the Employer shall not lockout any bargaining unit employees.

ARTICLE 21
NON-DISCRIMINATION

SECTION 21.1 PROHIBITION AGAINST DISCRIMINATION

In accordance with all federal, state and local laws regarding Equal Opportunity, which includes the Americans with Disabilities Act, neither the County nor the Union will discriminate against any employee covered by this Agreement with regard to employment, tenure or any other term or condition of employment on the basis of race, color, sex, age, religion, creed, national origin, ancestry, marital status, political belief, veteran status, or sensory, mental or physical disability. Employees are also encouraged to contact the DuPage County Human Resources Department or their union representative should they have any concerns regarding potential discriminatory actions. An employee who files a charge with an administrative agency cannot also file a grievance under this Section regarding the same or similar allegations.

SECTION 21.2 UNION ACTIVITY

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 the Union.

ARTICLE 22
WAGES

SECTION 22.1: WAGE RATES

Wages shall be paid in accordance with Appendix E, attached hereto.

SECTION 22.2: EMPLOYEE RETENTION

All employees covered by this bargaining agreement shall receive retention payouts as provided for in Appendix I (attach current Appendix I).

ARTICLE 23
DRUG AND ALCOHOL POLICY

SECTION 23.1 DRUG AND ALCOHOL POLICY

The drug and alcohol policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, is set forth in Appendix F, attached hereto and made a part hereof.

SECTION 23.2 FITNESS FOR DUTY

All bargaining unit employees shall follow the County policy on Fitness for Duty, attached hereto as Appendix G.

ARTICLE 24
FILLING OF VACANCIES

SECTION 24.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 24.2: FILLING OF VACANCIES

The Employer shall determine if there is a vacancy to be filled and at any time before the vacancy is filled, whether or not the vacancy should be filled. When vacancies occur in the bargaining unit, the Employer will give first consideration to the employees in the bargaining unit, unless the non-bargaining unit applicant demonstrates greater skill and ability to fulfill the needs determine by the Employer.

ARTICLE 25
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE 26
TERMINATION

This Agreement shall be effective as of the first day of December 1, 2017 and shall remain in full force and effect until November 30, 2021, 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. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23rd day of October, 2018, at the Wheaton, Illinois.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,

James M. Sweeney
President/Business Manager
International Union of Operating Engineers, Local 150

Deanna M. Distasio
Attorney
International Union of Operating Engineers, Local 150

DuPage County Public Works

County Board Chairman

Appendix A

Classifications For Layoff Purposes within the Local 150 Public Works Unit

Wastewater Maintenance Group

1. Wastewater Maintenance Crew Leader
2. Senior Wastewater Maintenance Worker/Equipment Operator II
3. Utility Inspector
3. Wastewater Maintenance Worker

Mechanic Group

1. Heavy Equipment Mechanic
2. Auto Mechanic

General Labor Group

1. Principal Meter Reader
2. Senior Meter Reader
3. Meter Reader/Installer
4. Laborer

Appendix B

Family Medical Leave

Policy

It is the policy of the DuPage County to comply with all Federal and State laws in granting Family Leave. This policy is meant to comply with the Family Medical Leave Act and is not intended to grant leave in addition to what the Act requires.

Eligibility

All full-time and part-time employees who have worked at least 1,250 hours during the twelve (12) months preceding the leave and who have completed twelve (12) months of service are eligible to take Family Medical Leave.

Guidelines

A. An eligible employee will be entitled to a total of twelve (12) work weeks of unpaid leave during a designated twelve (12) month period for one or more of the following:

1. The birth and care of the newborn child of the employee. (Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement).
2. The placement of a child with the employee for adoption or foster care. (Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement).
3. To care for an immediate family member (spouse, child, or parent), of the employee with a serious health condition.
4. When the employee is unable to work because of a serious health condition.
5. Qualified Exigency Leave related to a spouse, child, or parent called to active duty in the National Guard or Reserves.

B. An eligible employee will be entitled to a total of twenty-six (26) work weeks of unpaid leave during a designated twelve (12) month period to care for an injured or ill military service member who is the employee's spouse, son or daughter, parent or "next of kin." The leave is applied on a per-service member, per-injury basis.

C. DuPage County uses a rolling twelve (12) month calendar to calculate an employee's Family Medical Leave, measured backward from the date leave is taken. Each time an employee requests Family Medical Leave, DuPage County will compute the amount of available time based upon the date of the employees previous leave, if applicable.

D. In most circumstances, an employee may be required to use any accrued vacation, personal days, and sick time during any unpaid portion of Family Medical Leave granted, providing this does not interfere with Workers' Compensation benefits or eligibility for IMRF disability benefits. FMLA leave will run concurrently with any other applicable leave. For instance, IMRF disability or Workers' Compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

E. The County will provide basic life, medical and dental insurance coverage to an employee who is on Family Medical Leave at the current employee rate. If an employee is off work after exhausting their twelve (12) weeks of Family Medical Leave, the employee will be responsible for the entire premium, from that point forward. If an employee fails to pay their share of the premium, coverage may be canceled.

F. Under certain circumstances, an employee may take Family Medical Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule.

G. If Family Medical Leave is for birth and infant care, or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. The County's approval is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.

H. When leave is needed for planned medical treatment the employee must make a reasonable effort to schedule treatment during non-working business hours so as not to unduly disrupt the operation of the department.

I. Spouses employed by the County may be limited to a combined total of twelve (12) weeks of Family Medical Leave for birth and care of a newborn child for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. In the situation where the husband and wife have both used a portion of the total twelve (12) weeks of Family Medical Leave, for birth and care of a newborn child or for placement of a child for adoption or foster care, each would be entitled to the difference between the amount they have taken individually for other purposes.

J. An expectant mother is entitled to FMLA leave for incapacity due to pregnancy, for prenatal care, or for her own serious health condition following the birth of the child. Circumstances may require that FMLA leave begin before the actual date of birth of a child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three (3) consecutive calendar days.

K. A husband is entitled to FMLA leave if needed to care for their pregnant spouse

who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition.

L. Spouses employed by the County are entitled to FMLA leave if needed to care for a child, adopted child or foster child with a serious health condition if the requirements of the applicable FMLA regulations are met and provided they have not exhausted their entitlements during the applicable twelve (12) month FMLA leave period.

M. An employee who expects to be absent from work due to personal illness or injury for more than thirty (30) days may be eligible for IMRF disability benefits. (Personnel Policy 3C: Illinois Municipal Retirement Fund/IMRF)

N. An employee with twelve (12) or more months of service who is eligible for Family Medical Leave and is absent on Family Medical Leave for twelve (12) work weeks or less will have the right to return to the same, or equivalent, position. However, an employee has no greater right to reinstatement or other benefits and conditions of employment than if they had not taken leave. If the employee does not return to work on the first business day after the approved FMLA leave ends, the employee will forfeit their right to be reinstated under the FMLA.

O. Certain "key" employees (highly compensated salaried employees) may not be returned to their former or equivalent positions following a leave if reinstatement to employment will cause substantial economic injury to the County. The County will notify those who qualify as "key" employees and those who will be denied reinstatement, and it will also notify these employees of their rights.

P. Before returning to work, the employee must provide a written medical release from their physician before returning to work with a specific return date noting any restrictions. If restrictions are noted, the Department Head and Director of Human Resources will determine whether and how the restrictions may be accommodated. If such certification is not received, their return to work will be delayed.

Q. Accrual of vacation and sick time will cease during any family medical leave of absence over thirty (30) days. In addition, employees will not be eligible to receive jury duty/ court services pay or blood donation leave pay at any time during FMLA leave, and will not be eligible to receive holiday pay or bereavement pay following thirty (30) days of an FMLA leave. Unpaid leave is defined as time off during which the employee is not receiving any compensation for previously accrued benefit sick time (sick, vacation, personal days, or compensatory time).

Procedures

1. An employee must submit a written application request for Family Medical Leave, which is available in the Human Resources Department or on the Intranet, at least thirty (30) days in advance, where practical or where leave is foreseeable, stating both the purpose

and the beginning and ending dates of the leave. If the need for leave is not foreseeable, or the employee does not receive thirty (30) days advance notice themselves, notice is required as soon as practicable, generally within one (1) to two (2) days of learning of the need for leave.

2. Requests for Family Medical Leave must be approved by the Director of Human Resources, or designee.

3. The County will require that the employee obtain a Certification of Healthcare Provider form and have it completed by a certified health care provider. The employee is responsible for providing updated medical re-certifications as requested by the County during the Leave.

4. The Human Resources Department may contact the healthcare provider directly to authenticate a certification or obtain clarification.

5. An employee will be required to provide their supervisor with a treatment schedule or a one (1) to two (2) day notice of anticipated absences.

6. If an employee fails to provide a one (1) to two (2) day notice or a call on the same day of an absence, it will not be counted as FMLA time. Instead, it will be treated as a regular absence and will be subject to the department's attendance policy unless it was an emergency; then the employee must have a doctor/facility note to verify the emergency.

7. The County, at its expense, may require an examination by a second health care provider designated by the County. If the second medical opinion differs from the employee's original certification form, the County, at its expense, may require that a third, mutually agreeable health care provider provide a final and binding opinion.

8. The Human Resources Department will notify the employee of the status of their request for Family Medical Leave by sending the employee a Notice of Eligibility and Rights & Responsibilities form and Designation Notice form.

9. Employees may be required to provide periodic updates of their status and intent to return to work while on Family Medical Leave.

10. If an employee was on Family Medical Leave due to their own serious health condition, the employee must provide medical documentation from their treating health care provider indicating they are able to perform the essential functions of their position before returning to work. The medical documentation must include a list of restrictions that would impact their ability to perform the essential job functions of the position.

11. If circumstances of a leave change, enabling the employee to return to work earlier than the date specified, the employee should notify their supervisor at least two (2) working

days prior to returning.

12. If a reduced work schedule or intermittent leave for planned medical treatment is approved, the employee may be temporarily transferred to an available alternate position for which the employee is qualified. All salary and benefits status will remain the same.

13. If an employee fails to return from leave for reasons other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee, the County may recover the premium that was paid for maintaining group health plan coverage.

14. If an employee fails to return from leave, the employee's supervisor should notify the Human Resources Department immediately.

15. Consistent with the County's policy regarding all types of leave, the following conduct is strictly prohibited in relation to FMLA leave:

- a. Engaging in fraud, misrepresentation or providing false information to the County or any health care provider.
- b. Having other employment during the leave, without prior written approval from the County.
- c. Failure to comply with the employee's obligations under this policy.
- d. Failure to timely return from the leave.

Employees who engage in such conduct will be subject to loss of benefits, denial or termination of leave, and discipline, up to and including discharge.

Exceptions

An employee who is not eligible for Family Medical Leave may request a Personal Leave (Personal Policy 4F: Personal Leave).

Appendix C

TRAVEL/BUSINESS REIMBURSEMENT REGULATIONS

INTRODUCTION

1.0 - PURPOSE

- A. To provide uniform and comprehensive instructions for the reporting and documentation of travel/business expenses.
- B. To provide definitions for reimbursement of legitimate and necessary travel/business expenses in general conformance with Internal Revenue Service requirements.
- C. To provide written guidelines for all DU PAGE County officials and employees who incur, authorize and/or approve travel/business expenses.
- D. To provide procedures for best practices to be followed for travel and the equitable and timely processing of travel/business expense reimbursements.

1.1 - APPLICABILITY

These rules apply to the expenditure of public funds by County officials and employees for travel/business expenses incurred within or outside the County of DU PAGE. These regulations shall be incorporated into the County Board Rules. Applicability includes Countywide elected officials, County Board members, officials appointed by the Eighteenth Judicial Circuit, judges and employees of DU PAGE County and the Eighteenth Judicial Circuit.

1.2 - AUTHORITY/AUTHORIZATION

The DU PAGE COUNTY TRAVEL/BUSINESS REIMBURSEMENT REGULATIONS and DU PAGE COUNTY TRAVEL/BUSINESS REIMBURSEMENT SCHEDULE are promulgated in accordance with statutory authority of the DU PAGE County Board.

- A. Authority for the passage of the annual appropriation by the DU PAGE County Board includes the authority to issue regulations.
- B. The authorization for *in-state and* out-of-state trips related to Elected Officials (excluding elected County Board members) and their staff is reflected in individual annual travel budget requests.
- C. All out-of-state travel for County Board members, department heads and staff must be pre-approved by the parent committee deemed most relevant in relation to the reason for

travel and the County Board. All in-state overnight travel must be pre-approved by parent committee. Local travel does not need parent committee approval.

D. Under circumstances where it is not possible to obtain prior Parent Committee or County Board approval for travel, approval may be obtained by either the Parent Committee Chairperson or the County Board Chairman. Request for travel, with appropriate Chair's signature should be sent to parent committee, and if applicable, County Board, as soon as possible thereafter. Inconvenience or mistake is not a valid basis for seeking travel approval after the fact. In the case where travel approval is sought after travel has occurred, the traveling individual shall pay all related travel costs and seek reimbursement upon return. Said request must include detailed information to support the fact that pre-approval of the travel request by the Parent Committee and County Board was not possible.

E. All proposed overnight and/or out-of-state travel should be submitted to the appropriate parent committee and County Board, if applicable, on an OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST form. This form is available either through the Finance Department or on the intranet at http://dupage.dupageco.org/Finance/index.cfm?doc_id=33 (See attached sample form)

F. Each individual who plans on traveling shall provide the appropriate parent committee with an OVERNIGHT/OUT-OF-STATE Request Form.

G. Committee agendas shall include the position of person(s) traveling, dates, estimated cost, a summary of the reason for travel, the relevancy and necessity to the department and County Government listed on the OVERNIGHT/OUT-OF-STATE REQUEST form.

1.3 - DEFINITIONS

A. Travel Status

There are two types of travel and associated expenses.

1. An applicable individual as defined in section 1.1 who travels and does not have an overnight stay. Eligible reimbursement will include registrations, local mileage, tolls and business telephone calls. Meals will be eligible for reimbursement only if they are a portion of a formal business meeting registration or conform with regulations under section 5.0 or under section 6.0.

2. An applicable individual as defined in section 1.1 that travels and has an overnight stay. Eligible reimbursements include defined expenses for registration, transportation, lodging, meals, reference material and service tips.

B. Travel

Business Travel and Professional/Educational Travel are defined herein. Expense reimbursements for authorized travel include, but are not limited to, registration fees, transportation, lodging and living expenses.

1. Business Travel

- a. Travel to business meetings, case conferences, etc., as a direct assignment or in the direct interest or benefit to DU PAGE County, at which the attendance of a County representative or representatives is considered necessary for the development, execution, or maintenance of a course of action by the County or a County agency.
- b. Travel for training, where such training is required for job performance, e.g. basic police training, property appraiser courses, special EDP programming courses, etc.
- c. Travel required by County officials and/or employees to appear before the Congress, the Legislature, governmental bodies, their committees or sub-committees, or any other official body or organization. Includes attendance at professional conventions where pending or contemplated legislation is to be reviewed or discussed which, if enacted, would affect the interest of DU PAGE County.
- d. Travel required for the planning and completion of newly approved or ongoing capital construction project, e.g. site visits, architect meetings, etc.
- e. Travel required to maintain or obtain financing for ongoing or newly approved programs, e.g. bond sales, federal or state grants, etc.

2. Professional/Educational Travel

Expenses associated with professional/educational travel are authorized in relation to budget approval, as well as County Official or Department Head's judgment as to the necessity of the training and its relevance to the essential function to County government and benefits to the County and/or the long term value of an employee attending these particular organized presentations.

When applicable, only one employee or official should travel to attend the event or training, upon their return, he/she can train or share information with other staff.

a. Travel to a meeting of a professional organization or a major division thereof, which is open to attendance by all members and other interested parties and at which subjects of general interest to the entire group or a major division thereof are reviewed.

b. Travel to attend an institute, seminar, symposium, or lecture series where a specific course or instruction is provided, or opinions are gathered on a single subject or group of closely related subjects. Included are those meetings of user groups for certain systems utilized by the County.

3. Commuting to and from the employee's normal place of business does not constitute travel.

C. Travel Expense Report (TER)/Local Mileage and Expense Report (LMER)

There are separate expense report forms to be utilized for overnight travel reimbursement (TER) and local, not overnight travel reimbursement (LMER). Directions and forms are available from the Finance Department or on the intranet at http://dupage.dupageco.org/Finance/index.cfm?doc_id=33

1.4 - POLICY

A. General

1. Employees are required to utilize all reasonable forms of technology, including but not limited to Internet, teleconferencing and webinars, to lessen travel expenses incurred.

2. It is the policy to reimburse allowable, authorized expenses incurred in the performance of County duties, within the budgetary constraints established by the County Board.

3. The County Board mileage reimbursement resolution, FI-0111-08, sets the mileage reimbursement rate to the approved IRS rate, unless deemed differently by the County Board. The County Board will periodically review and revise per diem rates to conform to the rules of the Internal Revenue Service and economic conditions. Specific rates of reimbursement are reflected on the DU PAGE COUNTY TRAVEL/BUSINESS REIMBURSEMENT SCHEDULE.

4. County officials and employees are expected to exercise good judgment and proper regard for public funds when incurring travel/business expenses and when representing the County, by only authorizing the minimum number of staff necessary when travel is required. Personal items and other non-business/non-

professional related expenses will not be reimbursable. Personnel policies apply when conducting County business, regardless of location.

5. The County Board should periodically review the TRAVEL/BUSINESS REIMBURSEMENT REGULATIONS for reasonableness, compliance, and consistency with other policies adopted by the County.

6. Any deposit, pre-registration fees or other pre-trip costs that are lost or forfeited due to an alteration in the official's or employee's plans other than those caused by emergencies of work or family, shall be reimbursed to the County.

B. Documentation/Reimbursement Timing

1. Receipts

a. Lodging/Transportation

Copies (or originals, if available) of lodging/transportation receipts must be submitted as documentation in order for expenses to be reimbursable. In all cases, the detailed lodging bill and actual transportation ticket are required. Charge card receipts or charge card summaries are not acceptable for these reimbursements.

b. Food, Ground transportation, etc.

Individual charge card receipts are acceptable for food, cabs or limousines. No alcoholic beverages will be reimbursed. Cash tips are to be identified on the specific reimbursement line on the Travel Expense Report (TER). For more information regarding cash tips, please refer to Section 6.2.

c. All receipts must show method of payment and that the services were paid for in full. For non-cash payments, receipt must show the name of the payee.

2. In order to receive reimbursement for allowable travel expenses, an appropriate completed TER or LMER with appropriate receipt documentation must be submitted. All travel reimbursement requests should be submitted within sixty (60) days of the initiation of travel. Any travel reimbursement submitted after the sixty (60) days must include an explanation of the delay. Only delays caused by reasonable circumstances will be approved for payment. **Reimbursable expenses that have been incurred in the last quarter of the fiscal year must be submitted for reimbursement prior to the second Friday in December.**

3. Failure to comply with the 1.4 B.2. timing requirement may result in a disallowance of reimbursement.

4. It is the policy of the County of DuPage that persons receiving reimbursement for all expenses from the county shall not receive reimbursement for the same expense from any other public or private source. Employees who sign claims for reimbursement of expenses or who request payment of charges that have been incurred on a credit card or by any other means shall certify that the County of DuPage is the only entity that will receive a claim for those specific expenses.

C. Conflict of Interest

1. No County official or employee shall accept free or subsidized transportation or lodging from employees, directors or owners of companies currently or previously doing business with the County over the past five (5) years, except:

a. Travel to be completed by a County official and/or an employee pursuant to a contract with a vendor, shall be specifically identified in the terms of the agreement.

b. Any County official or employee traveling at the expense of an existing vendor who either (a) bills related costs back to the County under a reimbursable expense clause or (b) assumes such cost, shall fully disclose the travel destination and business being conducted.

D. Reduced Fare Travel Promotions

In order to minimize the County's total cost per trip, County officials and employees are encouraged to maximize the use of reduced-fare promotions. While travelers are not normally permitted to leave early or stay longer than designated business requires at County expense, they are encouraged to take advantage of reduced fares whenever possible. This may mean leaving in advance, or possibly staying longer. The total cost savings should take into account lost productivity if normal working time is missed. This lengthened stay may be permissible when it can be documented that the net effect is a lower total cost for a trip. This cost saving statement shall be entered on the OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST form.

REGISTRATION FEES

2.0 - PROFESSIONAL/EDUCATIONAL ACTIVITIES

Actual registration fee reimbursement is allowed for authorized attendance of professional/educational activities. Advance registration should be used where the amount of the registration fee increases as the date of the event approaches.

A. Prepaid Fees

If registration fees were prepaid, include indication of the prepayment on the appropriate travel expense report.

TRANSPORTATION EXPENSES

3.0 - MODE OF TRANSPORTATION

Usual local and long distance modes of transportation to destinations authorized for travel in the course of County business includes automobiles, airlines, railroads, buses, taxicabs and limos. Items identified under Policy may affect decisions related to mode of transportation. In all cases, travel should be by the most economical mode of transportation available, considering travel time and work requirements.

- A. County vehicles should not be used for out-of-state trips where the final destination is more than 100 miles outside of the Illinois border, unless it is shown to be the cheaper transportation alternative.

3.1 – ROUTING OF TRAVEL

Travel shall be by the most direct route. Travel by other routes is allowed when required by the individual's official duties, safety considerations and unusual circumstances. Higher cost travel interruptions for individual convenience are not reimbursable. Explanations of unusual circumstances shall be reflected in the comment section of the Travel Expense Report (TER).

3.2 - COMMERCIAL TRANSPORTATION

Individuals will be reimbursed for actual and necessary costs of transportation by airline, railroad or other common carrier following these guidelines:

A. Commercial Common Carriers

Use of common carriers such as airlines, trains and buses will be reimbursed at actual cost of the most common rate. Upgrades to higher fares and first class travel will only be considered in emergencies and must be supported by written statements to parent committee detailing the circumstances that created the extraordinary expenditure. In all cases, a traveler shall attempt to secure the lowest fare available given scheduling requirements.

B. Taxicab Fares

Taxicab fares are reimbursable. Receipts for fares are required unless splitting of fare with other riders makes it impractical to obtain. If free van, bus or shuttle service is available and convenient, they are recommended for use in lieu of taxicabs or limos.

C. Limousine Service

Use of limousine service is reimbursable when there is an economic cost benefit compared to the use of alternative transportation including parking costs. Limousine services will not be reimbursed where it can be demonstrated that use of other transportation can be more cost effective.

D. Vehicle Rentals

1. A rental vehicle is not to be used as a personal convenience. Rental vehicle reimbursement is limited to:

- a. A situation that occurs where the traveler's final geographic destination is remote to the transportation terminal and there is no other cost effective conveyance from the common carrier terminal.
- b. A situation where there are three or more County travelers and it is cost effective to rent a vehicle in lieu of the total actual round trip cost of the taxi, limo, etc., for each traveler.
- c. A situation where timely flight connections can only be made by utilizing a short term car rental.

2. Vehicle Rentals must be identified on the Overnight/Out-of-State Travel Request form and be approved by the appropriate parent committee. Failure to receive pre-approval may result in non-reimbursement.

3.3 - PRIVATE CONVEYANCE

The use of a privately owned means of transportation for County business is permitted when such use is necessary or desirable due to a lack of other convenient means of transportation, or is otherwise advantageous to the County.

A. Personal Automobiles

1. Use of personal automobiles for travel will be reimbursed using the prevailing mileage allowance for the private auto trip.

a. Local mileage is limited to mileage in excess of normal commuting mileage. The official or employee is required to document the mileage by providing a printout from a reliable map source (i.e., MapQuest, Google Earth, Yahoo Maps, etc.)

b. Per County Board resolution, FI-0111-08, County Board members shall not be eligible for reimbursement for private automobile travel on County business for trips terminating within the County.

2. When two or more employees travel in one vehicle, reimbursement will be made to only one employee. The names of all travelers shall be indicated on the Travel Expense Report (TER).

3. Reimbursement for long distance trip auto mileage shall be the lower of coach air fare or actual miles times the prevailing rate per mile.

3.4 - INCIDENTAL AUTO EXPENSES

Certain costs associated with the use of vehicles are reimbursable.

A. Gasoline required for the continued use of a County vehicle where the County's Service Station cannot be used is reimbursable with appropriate documentation.

B. The cost of automobile parking fees, bridge, road and tunnel tolls shall be allowed. The fee for parking a vehicle at a common carrier terminal, or other parking area, while the traveler is away shall be allowed only to the extent that the fees, plus the allowable mileage reimbursement to and from the terminal area, does not exceed the estimated cost for use of a limousine or taxicab to and from the terminal. Receipts or a printout of an I-PASS account showing time and date are acceptable for reimbursement of tolls paid.

C. The possession or consumption of alcoholic beverages while operating a County owned vehicle is prohibited.

3.5 - PRIVATE AIR CARRIERS

A. Rental with a private air carrier shall only be allowed when three or more County officials and/or employees are traveling together on County business. Rental must be pre-approved by the appropriate Parent Committee with documentation provided as to why alternate means of travel are more costly or less appropriate.

B. Individual travelers may be reimbursed for using a private charter airplane if commensurate with commercial rates and the overall trip time is significantly reduced, and must be pre-approved by parent committee.

LODGING

4.0 - LODGING ALLOWANCE

It is the responsibility of each individual to request the lowest lodging rate available at the time of making the reservation. Special seminar, conference or government rates shall be sought.

A. Lodging reimbursement shall be at actual cost consistent with facilities available and proximity to the location of a conference, seminar or business meeting. Where multiple occupancy involving a spouse and/or other family members has occurred, the County official or employee may only claim the actual and necessary cost of his or her single occupancy at a single rate. If no single rate exists, the lowest double rate shall be reimbursed.

B. Lodging provided by a friend, relative or non-invoicing organization is not reimbursable.

C. The number of nights for which an employee may obtain reimbursement will be limited to the number necessary to conduct County business. For those conferences or meetings that begin in the morning, arrival the night before the conference is reimbursable. For conferences which end after 5:00 p.m., lodging expenses for that night will also be reimbursed. Employees are encouraged to return home on the final day of the conference whenever possible.

D. Longer stays where lodging is reimbursable are permitted if they result in a significant savings in transportation costs (see 1.4.D). The employee requesting the reimbursement must document the net savings if longer stays are requested, including the lodging expense and meals. Lost work time should also be taken into account when calculating the cost savings.

E. It is not considered prudent to use public funds for overnight lodging within a 75 mile radius of the County complex; therefore it is not normally reimbursed. Exceptions to this policy would be:

1. If documented business meetings extend past 8:00 p.m., and then resume again at 8:00 a.m. the next morning. Business meetings, in this instance, do not include dinners, receptions or social functions sponsored for attendees during the evening hours. Employees may attend these functions, at their own expense, and if they choose to remain away from home overnight, lodging will not be reimbursable.

2. If weather conditions make a return trip unsafe, then an overnight stay may be reimbursable.

3. Prior parent committee approval should be gained for any planned overnight stay within the 75 mile radius when appropriate. Failure to gain prior approval may result in non-reimbursement.

F. For each day of an overnight stay one personal telephone call of reasonable duration will be reimbursed on a lodging bill, telephone credit card or separate cell phone bill. Necessary business calls will be reimbursable.

G. Personal items such as movie rentals, clothes cleaning, etc., are not reimbursable.

LIVING EXPENSES

5.0 – MEAL ALLOWANCE(PER DIEMS)

A. An official or employee that is traveling shall only be reimbursed for meals under the following circumstances:

1. When a meal is included in the registration fee for business or professional/educational travel.

a. Any meal that is included in a registration fee cannot also be included in the official's/employee's request for per diem reimbursement.

2. For Local Business Meetings as defined in section 6.0.

3. *For non-overnight or overnight travel that meets the time criteria in the TRAVEL/REIMBURSEMENT SCHEDULE.*

B. The County's per diem rate for overnight travel shall follow CONUS (Continental United States) rates set forth by the GSA (General Services Administration). These are the allowable rates utilized by the Internal Revenue Service. All elected officials, department heads and employees will receive the standard CONUS rate as a per diem, unless they provide a copy of the CONUS schedule along with their request for reimbursement. The maximum rate reimbursed by the County will be \$49.00. For all overnight travel, the per diems for the first and last dates of travel will be assessed at 75% of the per diem rate. CONUS rates are updated each October 1st and are available at http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943.

SPECIAL EXPENSE REIMBURSEMENT

6.0 LOCAL BUSINESS MEETINGS

The cost of County business related to special expenses incurred while hosting a meeting shall be reimbursable, if reasonable, well documented and budgeted.

A. All special expenses shall be itemized fully documented to include the actual County business transacted and the individuals and their affiliation. The actual cost of meals for other persons incurred in connection with official County business shall be allowed.

B. To be eligible for meal reimbursement of a guest, County business must have been discussed during the meal or immediately preceding or following the meal.

C. Two or more County Employees dining together and discussing business will not constitute a reimbursable business meal. (Except as noted in 6.0.D & G below.)

D. When business matters are discussed involving the County Board Chairman, meal reimbursement is allowable when documented with valid receipts and names of meeting participants.

E. Actual receipts are required to document reimbursements.

F. In all cases, reimbursement for alcoholic beverages is non-allowable.

G. The cost of food and/or beverages provided at administrative or educational business meetings involving judges, or a judge's designee, is reimbursable. The meeting must have been convened with the prior approval of the Chief Judge and valid receipts and a list of the names of meeting participants must accompany each reimbursement request.

6.1 - BOOKS & RELATED MATERIALS

Books and related materials such as conference tapes are reimbursable costs.

A. Reimbursement should be made from the appropriate commodity line item in the Department budget, not from Mileage and Travel. The items purchased must become the property of DU PAGE County and be inventoried in the Public Relations area for future reference availability before reimbursement can be made.

6.2 - SERVICE TIPS

Tips for services provided during travel not associated with meals (or requested elsewhere) shall be included for reimbursement on the Travel Expense Report (TER). An official or employee may request reimbursement up to 20% for documented tips and up to \$5.00 for undocumented tips.

Effective Date 5/1/09

DU PAGE COUNTY, ILLINOIS

TRAVEL/BUSINESS REIMBURSEMENT SCHEDULE

EXPENSE TYPE **REIMBURSEMENT PER REGULATION** **RECEIPT REQ'D**

I **REGISTRATION FEES**

A. Professional/ Educational	P.O. Ap. Actual	or Receipt
---------------------------------	--------------------	------------

II **TRANSPORTATION**

A. Private Auto Mileage	Per mile rate in accordance with the Internal Revenue Service Annual Rate	
B. Airfare/Bus/Train	Actual	Yes
C. Taxicab/Limo	Actual	Yes
D. Rental Car	Actual (include gasoline)	Yes
E. Parking/Tolls	Actual	Yes
F. Gasoline, County Vehicle	Actual	Yes

III **LODGING**

A. All Geographic Locations	Actual	Yes
B. Provided by a Friend/ Relative, etc.	\$0	N/A

C. Personal Telephone	Actual	Yes
(4.0 F)		

IV LIVING EXPENSES

A. Meal Allowance – Overnight ¹	\$40	\$49	\$39/CONUS	No
			(MAXIMUM OF \$49)	
Non-Overnight (no lunch) ²		\$35		No

B. Special Reimbursements	Actual	Yes
Business Meetings (6.0)		
Books & Materials (6.1)		

¹ The CONUS standard per diem rate is \$39.00 for overnight travel. If travel is to a destination where the CONUS rate is higher, the employee must attach the CONUS schedule to the request for reimbursement and the County will pay up to \$49 per diem. The first and last day of travel will be reimbursed at 75% of the per diem rate. This applies only to overnight travel.

² For non-overnight travel, breakfast reimbursement of \$10.00 applies if departure from home is prior to 6:30 a.m. Dinner reimbursement of \$25.00 applies if return arrival to home is after 6:30 p.m.

NOTE: It is the responsibility of the recipient to check with their tax professional regarding any tax liability incurred. For applicable per diem rates for the continental U.S., please visit http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel

REQUEST DATE:	
NAME:	TITLE:
DEPARTMENT:	ACCOUNT CODE:
PURPOSE OF TRIP: (explain fully the necessity to the employee's position, the Department or County Government for the trip and provide all supporting documentation available)	
DESTINATION:	
DATE OF DEPARTURE:	DATE OF RETURN ARRIVAL:
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	

REGISTRATION:	\$0.00
TRANSPORTATION: (Other than rental car)	\$0.00
LODGING	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$0.00
TOTAL	\$0.00

REVIEWED BY AND DATE APPROVED:

Department Head:

Date:

(Signature)

Committee Name:

Date:

ALL OVERNIGHT TRAVEL

County Board:

Date:

OUT-OF-STATE TRAVEL
ONLY

Appendix D

TUITION REIMBURSEMENT

POLICY

It is the policy of DuPage County to provide educational assistance for eligible employees who want to further their education in courses that are work-related. DuPage County is committed to the career growth and development of its employees by enhancing their knowledge and skills through further education.

ELIGIBILITY

- All full-time employees who have completed one (1) year of continuous employment with DuPage County.

GUIDELINES

- A. Approval for the course must be obtained in advance from the Department Head. Upon approval, tuition will be reimbursed if the course is directly related to the employee's present position, job family or part of a job-related degree or program. The Department Head and the Human Resources Director, or designee, will determine whether a course is directly related to an employee's current job duties or a foreseeable future position.
- B. The course must be taken for college credit at an accredited educational institution. The amount reimbursable is a maximum of \$1,500 per calendar year as determined by the last day of scheduled classes.
- C. Funding for approved courses will be consolidated in the Human Resources Department Budget for overall County-wide distribution.
- D. Tuition will be reimbursed at 100%, up to the \$1,500 annual maximum, upon completion of the course, providing a grade of C or better is obtained.

PROCEDURES

1. Pre-approval for course eligibility must be obtained from the Department Head and the Benefits Manager or designee. Pre-Approval Forms for tuition reimbursement are available on the intranet or in the Human Resources Department.

2. The request for pre-approval must be filled out by the employee, signed by the Department Head or Elected Official and submitted to the Benefits Division prior to the start of the course.
3. Receipts for reimbursement must be turned into the Benefits Division no more than (90) days after completion of the course.
4. Reimbursement will be paid to the employee ninety (90) days after completion of the course, provided that the Benefits Division has received the appropriate documentation and receipts.

EXCEPTIONS

The following are not covered under the tuition reimbursement policy:

- Books
- Lab fees
- Seminars
- Travel/Parking expenses

The Tuition Reimbursement form is available on the intranet under the Human Resources tab.

Appendix E

Wages

The following wage schedule shall be in effect during the term of the contract:

Section A: Minimum Salaries For Bargaining Unit Positions

Bargaining Unit positions shall not be subject to maximum salary ranges for the term of the contract. The minimum salary for each bargaining unit position shall be as follows:

Water/Wastewater Maintenance Crew Leader	\$60,000
Lead Heavy Equipment Mechanic	\$60,000
Senior Water/Wastewater Maintenance Worker	\$54,000
Utility Inspector	\$54,000
Equipment Operator II	\$48,000
Automotive Mechanic (with ASE certification)	\$49,000
Water/Wastewater Maintenance Worker	\$48,000
Principal Meter Reader	\$52,000
Senior Meter Reader	\$42,000
Meter Reader/Installer	\$35,000
Laborer	\$35,000

Upon contract ratification, if it is determined that any bargaining unit employees are below the minimum salaries listed above, the salaries of those employees will be adjusted to meet the minimum salary requirements. This adjustment will occur following the first full payroll period following contract ratification and before incorporation of the wage adjustment immediately scheduled following contract ratification.

Upon contract ratification, due to experience related to retention and recruitment, a market adjustment will be completed for Crew Leaders, Senior Water/Wastewater Maintenance Workers and Utility Inspectors within the DuPage County Public Works Department with a minimum of 5 years within their position shall have their salaries adjusted to \$72,000 for Crew Leaders and \$56,000 for Senior Water/Wastewater Maintenance Worker and Utility Inspectors. This adjustment shall occur after the 2% December 1, 2017 COLA adjustment is factored into the salaries. This market adjustment shall occur on the third payroll period following contract ratification and shall be computed after all other applicable adjustments have been completed. Members reaching their 5 years of service within these

position classifications at DuPage County, during the term of this contract, shall be eligible for this adjustment at the date of reaching their 5-year position anniversary date. In order to be eligible for this market adjustment, members must have received a performance appraisal score of at least a 3.20 on their most recent performance appraisal.

The Lead Heavy Equipment Mechanic's salary shall be increased to \$72,000, following the 2% December 1, 2017 COLA adjustment based upon a market analysis.

Section C: Creation of Senior Meter Reader Position

1. One (1) of the three (3) Meter Reader positions shall be reclassified into a new classification of Senior Meter Reader. This promotional opportunity process shall be initiated in January, 2019.
2. Senior Meter Reader position shall be included within the bargaining unit.
3. Senior Meter Reader position shall be filled based upon interviews per DuPage County policies.
4. The employee selected for the Senior Meter Reader position shall receive a 5% wage adjustment or the minimum salary listed for this position as listed in Section A, whichever is greater.
5. A position description for the Senior Meter Reader Position has been included in Appendix H.

Section D: Utility Inspector Position Classification

- 1) The County shall reclassify one Senior Maintenance Worker to a Utility Inspector based upon their current job duties and responsibilities.
- 2) No adjustment to salary shall occur as part of this position reclassification.
- 3) The vacated Senior Maintenance Worker will be filled by a current Maintenance Worker after the Utility Inspector position reclassification. This hiring process will be initiated after the first of the year.

Section E: Ten Year Performance Adjustment

1. Those bargaining unit members that have reached ten (10) years of service with the Public Works Department at the time of contract ratification will receive an additional \$1,000 performance one-time adjustment to their salary. This performance adjustment shall be payable on the third full payroll following contract ratification.
2. Those bargaining unit members that will reach ten (10) years of service with the Public Works Department during the term of this contract, and have achieved a performance appraisal of at least 3.00 during their last departmental evaluation, will receive an additional one-time \$1,000 performance adjustment to their salary. This performance adjustment shall be payable on the next full payroll period following the ten (10) year anniversary date.

3. Should an employee reach ten (10) years of service with the Public Works Department during the term of this contract and fail to meet the 3.00 performance evaluation score requirement, they will receive the one-time \$1,000 performance adjustment at any point during the term of this contract that they receive the required evaluation score. The performance adjustment shall be payable on the next full payroll period following completion of the departmental evaluation process.
4. Bargaining unit members hired into the Public Works Department after January 8, 2013 will not be eligible for, and shall not receive, the Ten Year Performance Adjustment.
5. Bargaining unit members shall only be eligible for only one ten (10) year performance adjustment. Those members that have previously received this adjustment shall not be eligible an additional adjustment.

Section F: Retroactive Pay

All members within the bargaining unit that were employed with the County prior to December 1, 2017 will receive retroactive pay for all hours paid to each employee since December 1, 2017. These computed number of hours for each employee will be paid at a rate of 2% of their hourly pay rate prior to contract ratification. This retroactive pay shall be paid to the employee following the second full payroll period following contract ratification.

Section G: General Wage Adjustment

Bargaining unit members shall receive increases to their existing wage rates as follows:

1. Effective December 1, 2017 – 2.0% across the board increase for all members. Any bargaining unit members that were not employed with the County prior to December 1, 2017 are not eligible for this general wage adjustment.
2. Effective December 1, 2018 – 2.0% across the board increase for all members.
3. Effective December 1, 2019 – 2.0% across the board increase for all members.
4. Effective December 1, 2020 – 1.0% across the board increase for all members.

Section H: Merit Adjustments

Bargaining unit employees that have been employees with the County for a minimum of 1-year shall receive merit adjustments based upon the stated schedule. The merit pool amount shall be based upon the percentages listed below and based upon the current salaries of the bargaining unit members that have been with the County for a minimum of 1-year. The entire merit pool stated below shall be distributed to the bargaining unit employees based upon the employee's appraisal score with only those employees receiving an overall appraisal score of 3.0 or greater receiving a merit adjustment.

1. Effective December 1, 2020 – 1.0% merit adjustment pool.

Appendix F

DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not operate a County 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 Testing

- 1. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:
 - a. The accident involved the loss of life; or
 - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical treatment away from the scene; or
 - (2) One or more vehicles having to be towed from the scene.
- 2. Post-Accident 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 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. 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 trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

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 not 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 0.04 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

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

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

A. Voluntary Referral

1. Before Testing

- a. Any bargaining unit employee who voluntarily refers himself or herself to the Commission's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
- b. 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 and alcohol use.
- c. 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.

2. At the Time of Testing

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

B. Confidentiality of Referral

All EAP referral shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g., sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

Appendix G

FITNESS FOR DUTY

POLICY

DuPage County is committed to providing a safe working environment and to protecting the health and safety of all employees. If an employee lacks the essential physical and mental requirements necessary to perform the essential functions of the job, or poses a significant risk to their own safety, safety of co-workers or the safety of the public, they may be referred for a fitness for duty evaluation.

ELIGIBILITY

All employees under County Board Jurisdiction regardless of employment status.

GUIDELINES

- A. Employees are responsible for managing their health in such a way that they can safely perform the essential functions of their job, with or without a reasonable accommodation.
- B. Employees must come to work fit for duty and must perform their job in a safe, secure, productive and effective manner during the entire time they are working.
- C. Employees are responsible for notifying their supervisor if they are not fit for duty.
- D. Employees are responsible for notifying their Supervisor, Human Resources Representative, Department Head or Director of Human Resources when they observe a co-worker acting in a manner that indicates the co-worker may be unfit for duty.

PROCEDURES

- 1. A fitness for duty assessment may be requested when there is reasonable cause for serious concern about an employee's ability to perform their role and duties safely, when the employee's behavior is grossly inappropriate for the workplace, or if there is reasonable concern for workplace safety.
- 2. An impartial, independent healthcare evaluator with expertise in the disciplines of medical, psychological alcohol, or other drug conditions will conduct a fitness for duty evaluation.
- 3. Referrals for Fitness for Duty assessments will be made by the Department Head and Director of Human Resources.
- 4. Employees will be removed from the workplace while in the process of completing a

fitness for duty assessment.

5. Employees who cooperate in a fitness for duty evaluation and are in compliance with recommendations for medical, psychological and/or chemical dependence treatment may be returned to work provided appropriate discipline, if warranted, has taken place.

6. Non-compliance with a request for a fitness for duty evaluation or a determination that an employee is unfit for duty may result in disciplinary action, not to exclude termination.