COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF MONTGOMERY, ILLINOIS
(RECYCLING DEPARTMENT)

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
AND
LABORERS' LOCAL 773

DURATION: December 1, 2016 through November 30, 2019

THE COUNTY OF MONTGOMERY, ILLINOIS
(RECYCLING DEPARTMENT)

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THE COUNTY OF MONTGOMERY, ILLINOIS
(RECYCLING DEPARTMENT)

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1
PARTIES TO AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between the Montgomery County Government, Montgomery County, Illinois (hereinafter referred to as the "Employer") and The Laborers' International Union of North America, the Southern and Central Illinois Laborers' District Council and Laborers' Local 773 (hereinafter referred to as the "Union") acting pursuant to the law as the exclusive bargaining agency for the employees covered by this Agreement.

ARTICLE 2
AREA AND EMPLOYEES COVERED

Included:
All full-time employees in the Montgomery County Recycling Department.

Excluded:
All managerial, confidential, supervisory, clerical, temporary, community service and part-time employees.

ARTICLE 3
RECOGNITION AND UNION SECURITY

The Employer recognizes the Laborers' International Union of North America as the sole and exclusive bargaining representative in all matters concerning and pertaining to rates of pay, hours of employment and other conditions of employment for the employees employed by ***Montgomery County Recycling Department***, as certified by the Illinois State Labor Relations Board, February 22, 2007, case number ***S-RC-07-080.***

It shall be a condition of employment that all present employees who are or become members of the Union shall remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation.

All present employees who are not members of the Union shall become and remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation within sixty (60) days of the effective date of this Agreement and all employees who are hired hereinafter shall become and remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation within six (6) months following date of first employment.

This six (6) month period is to serve as a probationary period and employees will not be subject to the benefits of this Agreement until completing their probationary period. Upon successful completion of the probationary period, all rights and benefits shall be retroactive to the first date of hire.

No one will suffer reduction in wages and conditions as a result of this Agreement.

ARTICLE 4
EMPLOYEES PERSONNEL MANUAL

The terms and conditions of the Employees Personnel Manual as adopted March 1st, 2008 and revised 2012 are made a part of and incorporated by reference in this Agreement.

Therefore, the provisions of the Employee Personnel Manual are applicable to the Employees where the terms and conditions do not conflict with this Agreement. Where any provision of the Employee Personnel Manual is in conflict with this Agreement, this Agreement shall be operative, but the remaining provisions of the Employee Personnel Manual shall continue in full force and effect.

ARTICLE 5
NO STRIKE AND NO LOCKOUT

Section 1: No Strike/Slowdown.
During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of Employer shall instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, converted stoppage of work, or any other intentional disruption of the operations of the Employer, regardless of the reasons for doing so.

Section 2. No Lockout.
During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union.

ARTICLE 6
DUES CHECK-OFF

All dues, initiation fees and assessments levied by the Union on the employees covered by this Agreement shall be checked-off from the wages of such employees once each month, except delinquent dues and initiation fees shall be checked-off weekly and remitted by the County to the Treasurer of the said Local Union. The check-off, however, is to apply only to such employees covered by this Agreement who authorize the County in writing to so check-off.

If an employee or employees should at any time contend that the County acted wrongfully or illegally in making a check-off for dues, initiation fees or assessments, the Union will defend and protect the County against expenses, repayments or losses on account of such contention. Dues Check-off Authorization Form to be used for this Agreement is attached as Appendix "B".

ARTICLE 7
MANAGEMENT RIGHTS

Except as expressly amended, changed or modified by a provision of the Agreement, the Employer retains traditional rights to operate the Recycling Department of Montgomery County, Illinois.

The Supervisor of the Recycling Department retains the respective rights as Employer enumerated below and as modified by the Illinois Labor Relations Act. Such rights include, but are not limited to, the following:

A. To plan, direct, control and determine all operations and services of the Recycling Department of Montgomery County, Illinois.
B. To supervise and direct the employees.
C. To establish the qualifications for employment and to employ employees.
D. To establish reasonable work rules and work schedules and assign each.
E. To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify, and eliminate positions within the Recycling Department.
F. To suspend, demote, 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 establish reasonable work and productivity standards and, from time to time, amend such standards.
H. To lay off employees due to lack of work or funds or for other legitimate reasons.
I. To contract out for goods and services.
J. To maintain efficiency of operations and services of the Recycling Department.
K. To determine the method, means, Employer, and number of personnel by which such operations and services shall be provided.
L. To maintain efficiency of the Employer's operations.
M. To take whatever action is necessary to comply with State and Federal Law.
N. To change and eliminate methods, equipment and facilities for the improvements of operation of the Recycling Department of Montgomery County, Illinois.
O. To 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.
P. To determine the methods, means and personnel by which operations are to be conducted.
Q. To specify the wearing or using devices for safety purposes such as steel toe foot wear, back supports, safety glasses glove, etc.
R. To take whatever actions necessary to carry out the functions of the Recycling Department in emergency situations.

ARTICLE 8
WORKWEEK AND OVERTIME

The workweek shall be Monday through Friday 7:00 a.m. to 3:30 p.m. These hours include a thirty (30) minute unpaid lunch and two (2) fifteen (15) minute breaks each day unless a mutually agreed upon starting and quitting time is enacted for the benefit of both parties due to weather conditions, needs of the department or otherwise.

Time and one half (11/2) of the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours during the regular workweek.

ARTICLE 9
HOLIDAYS, SICK, PERSONAL AND FUNERAL LEAVE

HOLIDAYS:
The Holidays recognized under this Agreement shall be those holidays published by the Chief Judge of the Circuit as observed by the Circuit and County employees.

All hours worked on a holiday shall be paid at double and one-half (21/2) times the regular hourly rate of pay or equivalent compensation.

SICK LEAVE:
Each full-time employee shall be entitled to eight (8) hours of sick leave at the end of each month. Sick leave may be used for illness, disability or injury, including an employee's immediate family which consists of parents, spouse and children. The employee on sick leave shall inform the Supervisor of the fact and the reason for use of sick leave as soon as possible. Failure to do so may be cause for denial of sick leave for the period of absence. All employees must call at least thirty (30) minutes prior to the commencement of the shift on each day of sickness, unless hospitalized. Sick leave with pay, for reasons of illness or injury, shall be granted only after presentation of a written statement, if requested by the Supervisor, after three (3) days' absence, by a reputable physician, certifying that the employee's condition prevented him from performing the duties of his position. However, any employee using a sick day prior to, or the day after vacation, personal or holiday leave may be required to provide a physician's statement certifying that the employee's condition prevented him from performing the duties of his position. Employees who routinely abuse sick leave may be placed on mandatory documentation for a period of ninety (90) calendar days. Employees placed on this status must provide a doctor's excuse to use paid sick leave. Abuse shall be defined as a definite pattern established over at least a ninety (90) day period. Prior to being placed on mandatory documentation, the employee shall meet with the Employer.

PERSONAL LEAVE:
Each employee shall be entitled to four (4) personal days per year and these days shall not be charged to sick leave neither will these personal days be allowed to accrue or carry over into the next calendar year.

FUNERAL LEAVE:
In the event of a death in the immediate family of an employee, the employee shall be allowed three (3) days leave with pay and these three (3) days shall not be charged to sick leave. Immediate family shall mean the death of a spouse, father, mother, brother, sister, son, and daughter including step relations in the same categories as the aforesaid. Three (3) days leave will also be granted for the following: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and maternal or paternal grandparents.

ARTICLE 10
FAMILY MEDICAL LEAVE

The Employer agrees to adhere to all provisions of the Family Medical Leave Act.

ARTICLE 11
VACATION

Section 1: Duration.
County employees shall, beginning with their date of hire, (the date new employee is hired will be pro-rated to coincide with the first day of the subsequent fiscal year) will earn vacation leave as outlined in this policy.

Employees who have completed one (1) year shall receive eighty hours or ten (10) vacation days.

Employees who have completed five (5) years shall receive one hundred twenty (120) working hours/fifteen (15) days of vacation pay.

Employees who have completed ten (10) years shall receive one hundred sixty (160) working hours/twenty (20) days vacation with pay.

Employees who have completed twenty (20) years shall receive two hundred (200) working hours/twenty five (25) days of vacation with pay.

Employees who have completed thirty (30) years shall receive two-hundred forty (240) working hours/thirty (30) days of vacation with pay.

Vacation year shall be December 1st to November 30th. Full-time employees with less than one (1) year of service will have vacation pro-rated based on the fraction.

Number of actual hours worked/year
2080 hours

New Hires: All employees hired subsequent to the effective date of this Agreement will have their vacation days capped at the maximum of four (4) weeks' vacation.

Section 2. Earned Vacation Time.
All vacation earned must be taken by full-time employees; however, any employee who has quit, been discharged or laid off shall be entitled to the vacation pay earned on a pro-rata basis.

Section 3: Scheduling.

(A) Vacation requests shall be granted on a first-come first-served basis. In the event two (2) employees request the same vacation period at the same time, seniority will prevail with the most senior employee being awarded his request.

(B) Employees will be granted vacation time in minimum increments of not less than four (4) hours. Seniority shall prevail for all vacation periods/days selected during the seniority scheduling period, except that a vacation period or time block of forty (40) hours or more will prevail over a request of less than forty (40) hours, regardless of seniority. A vacation period or time block shall be defined as a period of time involving consecutive workdays separated only by their connecting days off.

(C) Employees shall take all vacation time during the fiscal year after it is earned. There shall be no accumulation of vacation time.

(D) Employees are allowed to sell back, at his/her option, a maximum of forty (40) hours / five (5) days of vacation time.

ARTICLE 12
WAGES

Newly hired employees shall have the starting wage of two dollars per hour ($2.00) less than the current full time hourly rate in effect at the time of hiring and shall be eligible for a fifty cent ($0.50) per hour wage increase after the six month (6) probation period. An additional fifty cent ($0.50) per hour wage increases will be given at the one, two and three year anniversary dates. The new hire will also receive any annual negotiated raises.

Wage increases are as follows:

December 1, 2016:	Increase of $0.25 per hour to $14.73 per hour.
December 1, 2017:	Contract will be reopened for Wages.
December 1, 2018:	Contract will be reopened for Wages.

ARTICLE 13
NON-DISCRIMINATION

Section 1: Prohibition against Discrimination.
The Employer and the Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws regarding race, age, disability, sex, religion, national origin, or politics.

Section 2: Union Activity/Membership.
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 the Illinois Public Labor Relations Act or by this Agreement, on account of his membership or non-membership or status in, or lawful activities on behalf of, the Union. The Employer, Union and this Agreement shall not infringe on the freedom guaranteed by the Illinois Public Labor Relations Act, of employees to become or not become members of the Union.

Section 3: Use of Masculine Pronoun.
The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 14
DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 1: Definition
The Employer agrees with the tenets of progressive and corrective discipline.

Disciplinary action or measures shall include only the following, which shall be imposed based upon the severity of the offense.

1. Oral Reprimand;
2. Written Reprimand;
3. Suspension (Notice to be given in writing); and
4. Discharge (Notice to be given in writing).

Disciplinary Action may be imposed upon an Employee only for just cause. Discipline shall be imposed promptly after the Employer is aware of the event or action giving rise to the discipline and has a reasonable time to investigate the matter. Employees will be required to sign a written acknowledgement of discipline imposed whether it be an oral or written reprimand. The written acknowledgement shall serve solely as a receipt of the disciplinary documentation and shall in no way serve as an agreement by the employee of the discipline imposed or serve as a waiver of the employee's right to challenge said discipline.

Section 2: Manner of Discipline
If the Employer has a reason to discipline an Employee, it shall normally be done in a manner that will not embarrass the Employee before other Employees or the public.

Section 3: Notification and Measure of Disciplinary Action

1. In the event disciplinary action is taken against an Employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the Employee and the Union, in writing, with a clear and concise statement of the reasons, therefore including any names of witnesses and copies of pertinent documents. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which arose from the same facts and circumstances.

2. An Employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the Employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 4 - Removal of Discipline
Any written warning or other discipline shall be removed from an Employee's record if, from the date of the last warning or discipline, two (2) years pass without the Employee receiving an additional warning or discipline for such offense.

Section 5 - Suspension and Discharge of Employees
The Employer shall not suspend or discharge any Employee without just cause. Such matters of suspension or discharge shall be subject to the Grievance Procedure and shall be handled expeditiously. An Employee subject to suspension or discharge shall be furnished a written explanation from the Employer as to the reason or reasons for such suspension or discharge. Such written explanation shall be furnished to the Employee within twenty-four (24) hours. The twenty-four hours are defined as work hours not to include weekends or holidays in the time frame.

ARTICLE 15
GRIEVACE PROCEDURE

PURPOSE:
The County and Officials recognize the need for employees to have an opportunity to voice their complaints and grievances and hereby establish the following procedure:

PROCEDURE:
The Grievance shall be presented promptly so that the facts can be readily obtained. The time limit shall be established as within two (2) working days of the occurrence that comprised the Grievance.

In the event that an employee shall have a Grievance, he shall report the same to his Steward, in writing, and the Steward shall report the same to his Supervisor promptly. If the Steward and the Supervisor cannot adjust the matter satisfactorily, the Grievance shall be submitted to the Union Representative and the members of the County Personnel Committee. If, at such time, the Union Representative and the County Personnel Committee cannot settle the matter, it shall be referred to the Illinois Department of Labor for Arbitration within seven (7) working days. The decision of the Arbitrator shall be final and binding on both parties. All costs associated with said arbitration shall be shared equally between the Employer and the Union.

ARTICLE 16
STEWARD

The Business Manager of the Local Union shall appoint a steward who shall assist an employee in presenting a grievance to the employee's Supervisor. The Steward shall be the recognized Representative of the Union during working hours and shall be subject to the same terms and conditions of employment as any other employee.

The steward shall not be discharged or laid off for the fulfillment of his duty to the Union. The steward shall be responsible to see to it that the provisions of this Agreement are adhered to by the Employers and employees. A steward, when performing his official duties, shall not be penalized nor lose time or wages while performing his duty as steward.

ARTICLE 17
TRAINING

When employees are required to attend or receive training, the cost of said training shall be paid by the County. If any employee is on Sick Leave at the time of a scheduled training session, the employee will not be able to attend the session at that time. Arrangements must be made to allow the employee to take the training once the employee has returned to full duty.

ARTICLE 18
SENIORITY

Section 1:
Seniority shall be defined as an employee's total length of service from the date of last hire.

Section 2:
Seniority shall be terminated by voluntary severance of employment, by discharge for just cause, by absence or lay off in excess of twelve (12) months, by failure to report for work on or prior to expiration of an approved leave of absence, by failure of an employee to report to work after a lay-off within five (5) days after being notified by

registered letter or telegram by the County at the employee's last known address as shown by the records of the County, unless the employee had obtained permission from the County to report at a later date.

Section 3:
In the event the Employer determines a layoff is necessary for economic reasons or lack of work, employees shall be laid off within each particular job classification and office in the inverse order of their seniority.

Probationary employees, temporary employees and part-time employees shall be laid off first, full-time employees shall be laid off in inverse order of their seniority. No employee will be hired to perform or permitted to perform those duties normally performed by a bargaining unit employee while any unit member is on layoff status. Individual employees shall receive notice in writing of the layoff not less than ten (10) days prior to the effective date of such layoff.

Section 4:
Employees shall be recalled from layoff within each particular job classification and department according to seniority. No new employee shall be hired until all employees on layoff in that particular job classification and department desiring to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible employees shall receive notice of recall by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Employer of their current address.

Upon receipt of the notice of the recall, employees shall have five (5) working days to notify the Employer of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to work.

ARTICLE 19
ILLINOIS MUNICIPAL RETIREMENT FUND

All employees shall be allowed to participate in the Illinois Municipal Retirement Fund and the County shall contribute the appropriate rate as may be required by the fund.

ARTICLE 20
HEALTH & WELFARE

Immunizations:
Any immunizations required by Federal or State law or County or Municipal ordinance due to performance of duties shall be made available, including family members of employees, at no cost to the employee.

ARTICLE 20
Medical Insurance

The Employer agrees to provide medical insurance to employees covered by this Agreement; however, if an employee chooses to opt out of participation in the County health insurance plan, the Employee will not have the option of requesting any financial reimbursement in place of the health insurance benefit.

Health insurance is provided to the employees covered by this Agreement at the same participation rates as all County employees, union or nonunion. Those rates by coverage classification are as follows:

Employee (only)	15% of total monthly premium
Employee & Spouse	40% of total monthly premium
Employee & Children	40% of total monthly premium
Family (2 parents)	40% of total monthly premium

The Employer retains the right to change insurance carriers or self-insure all or any portion of the benefits, as long as the level of benefits is equal among all employees covered under the County health insurance plan. If there are any changes in premium rates or the cost sharing formula between employees and the Employer, the Union shall be given fifteen (15) days advance notice of any such changes and both parties agree to meet and re-negotiate this section.

ARTICLE 21
HEARTLAND CREDIT UNION

If any employee so desires, the Employer agrees to a payroll deduction, to be sent to the HEARTLAND Credit Union. The employee will authorize the amount of such deduction and furnish the address and account number where it should be sent.

ARTICLE 22
SHOE ALLOWANCE/SAFETY CLOTHING

Each employee covered by this Agreement shall receive a check in the amount of three hundred dollars ($300.00) issued on the second Tuesday of December of each year of the Agreement for the purchase of safety footwear and work clothing. Any other items of protective clothing, i.e. gloves, eye protection, head or hearing protection, will be furnished to the employee at no cost to the employee.

ARTICLE 23
DRUG FREE WORKPLACE

DRUG-FREE WORKPLACE: See APPENDIX "A"

ARTICLE 24
SAVINGS CLAUSE

If any court shall hold any provision of this Agreement invalid or if any provision of this Agreement is in conflict with legal requirements, such decisions shall not invalidate the other provisions hereof.

ARTICLE 25
BEGINNING AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2016 until November 30, 2019.

Due to the fact these employees provide a vital and necessary service, the following procedure is hereby agreed to, in the event of an impasse, at the expiration of this Agreement.

1. If, at the expiration of this Agreement, a settlement mutually agreeable to both parties has not been reached, a joint request will be made to the Federal Mediation and Conciliation Services for a Mediator. If, at the end of thirty (30) days this process has not produced an agreement, it shall be referred to Step 2.

2. A joint request shall be made to the Federal Mediation and Conciliation Services for an arbitrator with the parties each submitting their last final offer. The arbitrator shall render a decision within forty-five (45) days that is final and binding on the parties. All costs associated with said arbitration shall be equally shared between both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have signed and executed this and copies on this 15 day of November, 2016.

FOR THE EMPLOYER:
Montgomery County, Illinois

Montgomery Co. Board Chairman

Montgomery Co. Clerk

Mary Bathurst
Montgomery Co. Personnel Committee Chairman

Jay L. Martin
Personnel Committee

Personnel Committee

Jim Moore
Personnel Committee

Bill Bergen
Personnel Committee

Recycling Center Supervisor

FOR THE UNION:
Laborers' Local Union #773

Kevin L Starr, Business Manager

The Southern and Central Illinois Laborers' District Council

Clint B. Taylor, Business Manager

APPENDIX "A"

Drug and Alcohol Use/Abuse Policy

Intent:
The Employer is concerned about the ultimate effects of the use of illegal drugs and the use of alcohol upon the health and safety of its employees and the public. We recognize that studies show that alcohol abuse and the illegal use of drugs leads to increased accidents and medical claims. Employees who abuse drugs and alcohol present a danger to themselves, their fellow employees, the Employer and the public. In addition, the increased medical costs incurred by employees who use/abuse drugs and/or alcohol and the associated decreased productivity of these individuals, because of accidents, absenteeism and turnover adversely affect achievement of the Employer's mission and goals.

No part of this policy, nor any of the procedures here under, guarantees employment, continued employment, or terms or conditions of employment or limits in any way the Employer's rights to manage its workplace or discipline employees.

Definitions:
For purposes of this policy, the following terms shall have the following meanings:

A. 'Premises' shall include all Work sites, work areas, property owned or leased by the Employer, or vehicles owned, operated, leased, or under the control of the Employer. Privately-owned vehicles parked or operated on property owned, leased or managed by the Employer is also included under the definition.

B. 'Employer time' shall include all times during which an employee is on Employer premises, meal and break times on or off the Employer premises, or performing work off the premises for the benefit of the Employer, as a representative of the Employer.

C. 'Legal drug' means any substance, the possession or sale of which is not prohibited by law, including prescription drugs that have been prescribed by a licensed physician and over-the-counter drugs.

D. 'Illegal drug' means any controlled substance the possession or sale of which is prohibited by law.

E. 'Under the influence' means the condition wherein any of the body's sensory, cognitive, or motor functions or capabilities is altered, impaired, diminished, or affected due to substances. This also means the detectable presence of substances within the body, regardless of when or where they may have been consumed, having an alcohol concentration within the violation range specified by the laws of the State of Illinois, and/or having a positive test for other substances. With respect to employees subject to the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, under the influence is defined in accordance with FMCSA regulation as having an alcohol concentration of 0.04 or greater.

F. 'Substance' means any alcohol, drugs, or other substances (whether ingested, inhaled, injected subcutaneously, or otherwise) that have known mind altering or function-altering effects upon the human body or that impair one's ability to safely perform his or her work, specifically including, but not limited to, prescription drugs and over-the-counter medications; alcohol, drugs, and other substances made illegal under federal or state law; "synthetic or designer" drugs; illegal inhalants; "look-alike" drugs; amphetamines; cannabinoids (marijuana and hashish); cocaine; phencyclinidine (PCP), and opiates; and any drugs or other substances referenced in Schedule I through V of 21 C.F.R. Part 1308 (whether or not such drugs or other substances are narcotics).

G. 'Traceable in the employee's system' means that the results of a Laboratory's analysis of the employee's urine or blood specimen is positive for the tested substance.

H. 'Reasonable suspicion' means suspicion based upon: specific personal observations that the Employers representatives can describe concerning the employee's appearance, movements, behavior, speech, breath; detection of a prohibited substance in the area where an employee has/had been working; an unexplained decline in work performance or attendance; a work-place accident or safety violation.

I. 'Work related cause' means the employee has: incurred a work-related injury requiring' medical attention at a medical facility; caused the injury of another person on Employer premises or during Employer time; caused damage to any Employer owned or leased property; or commits repeated and/or flagrant violations of safety standards.

Applicability:

A. This policy applies to all employees and volunteers of the Employer as well as candidates for employment with the Employer who have been given conditional offers of employment Such persons are responsible to be familiar with and comply with this policy.

B. The provisions of this policy are subject to any Federal, State, or local laws that may prohibit or restrict their applicability and testing for substances shall be conducted and in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary.

Policy:

A. Alcohol or Illegal Drugs or Substances: The possession, sale, purchase, use or transfer of alcohol or an illegal drug or substance while on the Employer's premises or while on Employer's time is prohibited. In addition, employees may not report to work or be on Employer premises or Employer time under the influence of alcohol or with any traceable illegal drug or substance in their system. Any violation of this policy may result in immediate discharge and may subject an employee to legal action.

B. Legal Drugs: The Employer does not condone the abuse of legal drugs or working under the influence of legal drugs to the extent that job performance and/or safety is adversely affected. Employees using prescription and/or over-the-counter drugs are responsible for being aware of any potential effect such drugs may have on their judgment or ability to perform their duties.

C. Pre-Employment Substance Testing: Upon receipt of a contingent offer of employment, candidates may be subject to pre-employment substance testing. Individuals to whom a contingent offer is made whose pre-employment substance test returns positive (except with respect to prescription drugs and over-the-counter medications) will be ineligible for employment. Candidates who test positive may have their contingent offer of employment revoked:

D. Random Selection Testing: The Employer is a drug-free workplace and reserves the right to conduct random testing on all employees. All employees are subject to random testing for substances. Where random testing is prohibited or restricted by applicable state or local statute or regulation, or other legally-binding agreement, the Employer will conform to all applicable laws, regulations, agreements notwithstanding the provisions of this policy.

E. Post-Accident Testing: If the Employer has reasonable cause to believe an employee has caused an on-the-job injury that is considered recordable under OSHA guidelines (i.e. requiring medical treatment) as a result of being under the influence, the supervisor may require the injured employee to undergo a post-accident substance test. Employees who operate vehicles owned by the Employer are subject to random, no-notice substance testing.

F. Fitness for Duty: Employees suspected of being unfit for duty as a result of the use or reasonably suspected use of substances may be subject to substance testing. Employees who have successfully completed a substance abuse or rehabilitation program will be required to submit to a fitness for duty substance test before being permitted to return to work.

G. Per FMCSA regulation, a driver subject to DOT regulations who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, safety-sensitive functions for at least 24 hours.

H. Disciplinary Action:

a. Any employee who possesses, sells, purchases, uses or transfers alcohol or an illegal substance on Employer premises may be subject to immediate discharge.

b. Any employee who reports to work under the influence of alcohol or with an illegal drug or substance traceable in his/her system may be subject to immediate disciplinary action up to and including discharge.

c. An employee who refuses to sign a consent form or cooperate in providing a specimen for testing when required under this policy may be subject to immediate disciplinary action up to and including discharge.

d. Any employee who refuses to participate in rehabilitation/treatment as recommended as a result of a positive test and evaluation by a substance abuse counselor may be subject to immediate discharge.

Testing Procedures:

A. Testing: The Employer may require all employee or candidate to provide a urine specimen, submit to a blood test, provide hair or saliva samples, and/or undergo breath/alcohol testing for laboratory analysis at a medical clinic or other location as designated by the Employer, immediately upon the request of authorized Employer representatives or agents in accordance with this policy.

1. An employee who appears to be under the influence of a substance, in the sole discretion of the Employer, should be removed from the work area and provided with transportation to the place of testing. The Employer should call the emergency contact indicated by the employee or, if unavailable, arrange for the employee to be transported home following the test.

2. Prior to submitting to testing, al1employee or candidate may confidentially disclose to the independent medical examiner any prescription drugs or over-the-counter medications that he/she has taken or known medical condition that might interfere with an accurate test result. Such information will only be revealed to the Employer as permitted by law.

3. At the discretion of the Employer, employees suspected of violating this policy may be placed on administrative leave without pay pending test results. If the test results are negative; the employee will be reimbursed for any salary lost during administrative leave.

4. Specimens reported by the testing laboratory as adulterated or substituted will be considered a refusal to test, and may be grounds for immediate termination of employment or ineligibility for hire.

5. Should a candidate or employee fail the initial drug test, the candidate or employee will have the option of re-testing within 24 hours at the Employer's expense.

6. If the second test is also positive, the candidate or employee will have the opportunity to explain the results. The Employer retains the discretion to determine the appropriate disciplinary action following two positive drug tests.

B. Consent: The employee must sign a consent form authorizing the medical clinic or other location as designated by the Employer to perform the aforementioned tests and release the results of the testing to the Employer.

C. Chain of Custody Procedures: At the time specimens are taken, standard 'chain of custody' or 'chain of possession' procedures will be followed and the employee shall be given a copy of these specimen collection procedures.

D. Confidentiality: The results of any testing shall be kept strictly confidential among the employee, the clinic/other designated location, any outside laboratory used for analysis, and the Employer. However, the Employer may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend its actions in any subsequent grievance, arbitration, or legal or other proceeding,

E. Treatment: An employee who voluntarily informs the Employer that he/she has a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the Employer's Family Medical Leave Act policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. The employee may be required to periodically provide proof that he/she is participating in an appropriate rehabilitation or after-care program. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates the substance abuse policy may be immediately discharged without regard to a request for further rehabilitation.

F. Searches: Authorized Employer representatives or agents may conduct searches of personal effects, vehicles, lockers, desks and rooms for drugs/alcohol and related paraphernalia, dangerous weapons, Employer property or property of other employees, consumers, etc. Items discovered through such searches may be turned over to law enforcement authorities.

G. Employees must notify the Employer within 5 days of any criminal drug statute conviction.

H. The Employer, with the development and implementation of this policy, is making a good faith effort to maintain a drug/alcohol-free workplace.

APPENDIX "B"

LABORERS' LOCAL 773
5102 Laborers' Way,
MARION, IL 62959
E-mail: laborer@local773.com

Affiliated with
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

DUES CHECK-OFF AUTHORIZATION FORM

Montgomery County Recycling

I, _____, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the Collective Bargaining Agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, _____.

_____
Employee Signature

_____	_____	_____
Date of Birth	Social Security Number	Phone

_____			
Street Address	City	State	Zip

_____	_____
County	e-mail address

_____	_____	_____
Initiation Fee	Date Employed	Dues