

**AGREEMENT BETWEEN**

**COUNTY OF KANE**

**AND**

**GENERAL CHAUFFEURS, SALESDRIVERS,**

**AND HELPERS, LOCAL NO. 330**

**AFFILIATED WITH THE INTERNATIONAL**

**BROTHERHOOD OF TEAMSTERS**

**FOR THE KANE COUNTY DIVISION OF TRANSPORTATION**

**This Agreement is effective**

**April 1, 2009**

**through**

**March 31, 2012**

**TABLE OF CONTENTS**

Article 1. Purpose and Recognition .....1

Article 2. Management Rights .....1

Article 3. Non-Discrimination .....2

Article 4. Maintenance of Standards.....2

Article 5. Union Activity, Visitation, and Bulletin Boards.....3

Article 6. Probationary and Temporary Employees .....4

Article 7. Termination and Disciplinary Action .....4

Article 8. Grievance Procedure.....5

Article 9. Binding Resolution of Grievances.....6

Article 10. Hours of Work and Overtime .....8

Article 11. Wages.....11

Article 12. Seniority.....11

Article 13. Health and Welfare .....13

Article 14. Vacations .....14

Article 15. Holidays.....16

Article 16. Sick Leave.....17

Article 17. Adoption of Certain County Provisions.....18

Article 18. Leaves of Absences .....18

Article 19. Pensions .....19

Article 20. No Strike - No Lockout .....19

Article 21. Union Security .....20

Article 22. Alcohol And Drug Testing .....22

Article 23. Safety Committee .....22

Article 24. Partial Invalidity of Agreement .....22

Article 25. Waiver.....22

Article 26. Term and Signature.....23

SCHEDULE A WAGE RATES .....24

SCHEDULE B STARTING RATES.....25

APPENDIX A.....26

APPENDIX B .....41

APPENDIX C .....45

## AGREEMENT

This Agreement made and entered into by and between the County of Kane, a body politic and corporate (hereinafter referred to as the "Employer County"), and the General Chauffeurs, Salesdrivers, and Helpers, Local No. 330 affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union") and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Article 1 hereof.

### Article 1.

#### Purpose and Recognition

##### 1.1 Purpose

It is the intent and purpose of the parties hereto to set forth the agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby.

##### 1.2 Recognition

The Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining, pursuant to the "Illinois Public Employees Labor Relations Act," as amended, 5 ILCS 315/1 et seq. (hereinafter referred to as the "Labor Act") over wages, hours, and other terms and conditions of employment for the following Kane County Division of Transportation job classifications:

Highway Maintainer I, II, and III

Mechanic I, II, and III

Tech I

Inventory Manager

Expressly excluded from the aforesaid bargaining unit are seasonal, part-time, office clerical, professional/technician, supervisory, confidential, and management classifications and employees as defined by the Labor Act.

### Article 2.

#### Management Rights

##### 2.1 Management Rights

Subject to the provisions of this Agreement, the management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality, to determine the number of

hours of work and shifts per workweek, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the Kane County Division of Transportation is vested exclusively in the Employer, provided the exercise of such rights by the Employer does not conflict with the provisions of this Agreement.

**2.2 Limitations**

Moreover, it is agreed and understood by the parties herein, that management and/or non-bargaining unit employees will not perform work which has been historically performed by bargaining unit employees except in cases of emergency and/or until after a reasonable effort has been made to utilize bargaining unit employees in the completion of the tasks; however, the parties agree that the utilization by the Employer of management and/or non-bargaining unit employees in the aforementioned circumstances will not be instigated by the employer for the sole objective of circumventing the overtime provisions contained herein and/or displacing bargaining unit employees.

The Employer and Union further agree to reaffirm the April 3, 2003 letter regarding snowbirds.

**Article 3.**  
**Non-Discrimination**

**3.1 Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

**3.2 Prohibition Against Discrimination**

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age or national origin.

**3.3 Union Membership or Activity**

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

**Article 4.**  
**Maintenance of Standards**

**4.1 Maintenance of Standards**

Except as otherwise provided in this Agreement, rights and benefits enjoyed by employees shall not be diminished or eliminated as a result of entering this Agreement.

#### **4.2 Limitations**

The provisions of this Article shall not apply so as to cause the expenditure of funds not contained in the Employer's Division of Transportation budget; however, the Employer shall not take actions to decrease its Division of Transportation's budget with the intention of undermining application of this Article.

### **Article 5.**

#### **Union Activity, Visitation, and Bulletin Boards**

##### **5.1 Union Activity**

No employee shall engage at any time in any Union activity, including the distribution of literature, which could interfere with the performance of work during work time or in working areas of the Employer.

##### **5.2 Union Access with Notification**

A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. Where the Union representation finds it necessary to enter the Division of Transportation for this purpose, he shall first advise the Superintendent of the Division of Transportation, or his designee, prior to contacting other employees. Such visits shall not unreasonably interfere with the operation of the Employer.

##### **5.3 Bulletin Boards**

The Employer shall provide two (2) bulletin boards which shall be used for the purpose of posting proper Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.

##### **5.4 Union Steward**

The Employer recognizes the right of the Union to designate up to one (1) steward and one (1) alternate steward at the Kane County Division of Transportation building. The Employer shall not be required to recognize any steward or alternate steward unless and until the Union notifies the Employer of the names and date of appointment of such steward and alternate in writing over the signature of the appropriate official of the Union. The Union shall notify the Employer of changes in union stewards or alternates within ten (10) business days after such changes occur. The authority of steward and alternate, so designated, shall be limited to and shall not exceed the following duties and activities: Investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.

The steward and alternate shall not conduct any Union business during working hours except for the normal discussion of a grievance.

**Article 6.**  
**Probationary and Temporary Employees**

**6.1 Probationary Employees**

Newly hired employees shall be considered probationary for a period of four (4) months from the date of employment, excluding time lost for sickness and other leaves of absence.

**6.2 Temporary Employees**

A temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave or vacation. The said three (3) month period may be extended at the option of the Employer up to an additional three (3) months or for the length of the leave of the employee being replaced, whichever is greater. Temporary employees will receive holiday pay and overtime pay in the same manner as regular employees, but no other benefits provided in this Agreement and/or by the Employer to its other employees.

**Article 7.**  
**Termination and Disciplinary Action**

**7.1 Employer's Right to Discipline**

The Employer shall have the right to discharge, suspend and/or discipline any employee for just cause; however, the Employer will utilize progressive disciplinary steps when engaging in disciplinary action whenever appropriate. Nothing in this Article shall prohibit the Employer from imposing discipline which is commensurate with the severity of the offense.

**7.2 Pre-Disciplinary Meeting**

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Employer shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, provided that said Union representative must be available when the meetings take place within 24 hours after notice.

If the Employer determines that there is evidence or reasonable suspicion that an employee has committed a serious or egregious offense or one which could have a detrimental impact on the morale of the Division or to the integrity of its operations, the Employer, at its discretion, may place an employee on administrative leave with or without pay. The Employer will notify the Union in writing of placing any employee on administrative leave within two (2) business days from the date of commencement of the administrative leave. If the employee desires to contest being placed on administrative leave, he/she or a Union representative shall give written notice thereof to the Employer within five (5) business days of the commencement

of the leave. In such event, this dispute shall be submitted and processed under the Grievance Procedure commencing at the Joint Grievance Committee Step.

### **7.3 Employee's Rights Following Suspension or Discharge**

The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Grievant desires to contest the discharge or suspension, he shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance procedure hereinafter set forth, commencing at Step 3 of the grievance procedure. If the Grievant's notice of contest is given from six (6) to ten (10) working days after receipt of notice of discharge or suspension, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

### **7.4 Calculation of Time**

All time limits herein shall be deemed exclusive of Saturdays, Sundays and holidays.

## **Article 8.** **Grievance Procedure**

### **8.1 Intent of Parties**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means of peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. All employees covered by this collective bargaining agreement shall have the right to Union representation at any employer-employee interview in which the employee reasonably believes that disciplinary action may be taken against him.

### **8.2 Definition and Process**

A grievance is defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or in the interpretation, application, performances, termination, or any alleged breach hereof, and shall be processed and disposed of in the following manner:

Step 1. Within a reasonable time, i.e., within five (5) working days of the occurrence giving rise to the grievance, or within five (5) working days of the employee becoming aware of the occurrence giving rise to said grievance, the employee having the grievance shall take it up with his immediate supervisor. The Employer shall give its answer to the employee, and/or the Union representative, within five (5) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not resolved in Step 1, the grievance shall be reduced to writing (setting forth the alleged violation and relief sought), signed by the grievant and Union representative, and presented to the Kane County Director of Transportation (hereinafter referred to as the "Director") or his designee. The Union will schedule a grievance meeting with the Director, or his designee, at a

mutually agreeable time and place in order to resolve the grievance. A grievance presented in Step 2 shall be answered in writing by the Superintendent, or his designee, within five (5) working days after the conclusion of the grievance meeting.

Step 3. If the grievance is not resolved in Step 2, the grievant may, within five (5) working days after receiving the answer in Step 2, pursuant to the provisions of Article 9 herein, elect to present his grievance to an impartial grievance panel for final and binding resolution.

### **8.3 Employer's Failure to Respond**

Failure on the part of the Director to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

### **8.4 Grievances Related to Suspension or Discharge**

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limits specified in Article 7, Section 7.2. Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

### **8.5 Calculation of Time**

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

### **8.6 Waiver**

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to Article 9 of this Agreement, i.e., if a grievance is not submitted or presented within the time limits set forth above, it shall be considered "waived."

## **Article 9.**

### **Binding Resolution of Grievances**

#### **9.1 Referral to Grievance Committee and Arbitration**

If the grievance is not settled in Step 2 of Section 8.2, or no answer is given within the specified time, the Grievant may request by written notice to the Director, within five (5) working days after his receipt of the Step 2 answer, or after such answer was due, whichever occurs first, that his grievance be resolved by a grievance committee, and if not resolved, by an arbitrator as set forth below.



## **9.2 Grievance Committee**

Within ten (10) working days after receipt by the Director of the grievant's request to proceed to Step 3 of the grievance procedure by electing final and binding resolution of the grievance by a grievance committee. The grievance committee shall consist of four (4) members. Two (2) members will be selected by the Chairman of the Kane County Board but may not be employed by the Division of Transportation. Two (2) members may be selected by the Union but may not be employed by or members of Local 330.

## **9.3 Grievance Hearing**

The hearing shall be held at the Kane County Government Center, Geneva, Illinois. Any oral or documentary evidence deemed relevant by the grievance panel may be received in evidence. The proceedings shall be informal. Technical rules of evidence shall not apply. A verbatim record of the proceedings may be made. Transcripts may be ordered at the expense of the party ordering them, but the transcripts shall not be necessary for a decision by the grievance panel. The expense of the proceedings, established and agreed to in advance by the Union and the Employer, shall be borne equally by the Union and the Employer. The hearing conducted by the grievance panel may be adjourned from time to time, but unless otherwise agreed to by the parties, shall be concluded within ten working (10) days of the time of its commencement. Majority action and rulings shall constitute the actions and rulings of the grievance panel.

## **9.4 Jurisdiction**

The grievance panel shall have jurisdiction only over disputes arising out of grievances as defined in Section 8.2 of Article 8, and shall have no power to add to, or subtract from, or modify in any way the provisions of this Agreement; moreover, the question of grievability shall be decided by the grievance panel. Once a determination is made that the material is grievable (i.e., that the committee has jurisdiction), the grievance panel shall then proceed to determine the merits of the dispute.

## **9.5 Decision of the Grievance Committee**

The grievance panel, within ten (10) working days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion which shall be final and binding on the parties. The Chairman shall mail or otherwise deliver a free copy of the grievance committee's opinion to the parties and their representatives.

## **9.6 Deadlock of the Grievance Committee**

In the event of deadlock, the matter shall be submitted to final and binding resolution of the grievance by an arbitrator. The parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. With respect to the initial panel only, either party may reject the entire panel and request that a second panel of seven (7) arbitrators be provided. The parties shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a

time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

**9.7 Arbitration Hearing and Costs**

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request that arbitrator to require the presence of witnesses and/or documents. Each party shall be responsible for compensating its own representatives and witnesses. The expenses and fees of the arbitrator and the cost of the hearing shall be shared equally by the Union and the Employer. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available to the arbitrator. If the other party desires a copy, it shall pay for the costs of its copy.

**9.8 Arbitrator's Jurisdiction**

The arbitrator shall have jurisdiction over disputes arising out of grievances as defined in Section 8.2 of Article 8, and shall have no power to add to, or subtract from, or modify in any way the provisions of this Agreement. Moreover, the question of arbitrability shall be decided by the arbitrator. Once a determination is made that the material is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

**9.9 Arbitrator's Decision**

The arbitrator shall make written findings of fact and promulgate a written opinion which shall be final and binding on the Union, the Employer and the employee(s) involved. The arbitrator shall mail or otherwise deliver a free copy of the award to the parties and their representatives.

**Article 10.**

**Hours of Work and Overtime**

**10.1 Normal Workday/Week**

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the County from restructuring the normal workday or workweek for the purpose of promoting the efficiency of the Highway Department; from establishing the work schedules of employees; and establishing part-time positions.

The normal workday of the employees covered by this Agreement shall be eight (8) hours per day, starting at 7:00 a.m. and ending at 3:30 p.m., with a thirty (30) minute unpaid lunch break. The normal workweek shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday, inclusive.

**10.2 Guaranteed Hours**

All permanent, full-time employees covered by this Agreement are guaranteed five (5), eight (8) hour days of work during the workweek.

### **10.3 Lunch/Break**

Employees shall be entitled to an unpaid lunch period. Employees shall be at their designated work places, ready for work at their scheduled starting time, and shall remain at their work places until their scheduled quitting times, including during designated or authorized relief or rest period or lunch period. Employees may leave the job site for lunch during the regular workday subject to the approval of their supervisor.

The Employer will agree to continue, as in the past, to follow the practice of giving two (2)-fifteen (15) minute break periods, in the morning and the afternoon, and that such breaks will be given by supervisors in a manner so as to facilitate efficient work related procedures. Provided however, at the Techs' discretion, based on operational needs, the afternoon break may be modified.

### **10.4 Reasonable Overtime Hours Required**

Employees shall work reasonable amounts of overtime when overtime is necessary. It is agreed by both parties that severe winter weather conditions will present emergencies demanding that the public interest be placed above that of either party to this Agreement. Under such conditions, the Foreman may call in such employees by classification as in his judgment can handle the work to be done. Employees shall keep themselves reasonably available for emergency call-ins.

### **10.5 Overtime Compensation**

Eligible personnel shall be compensated at a rate one and one-half (1-1/2) times their regular hourly rate of pay under the following circumstances:

- (1) For hours worked in excess of forty (40) hours, or a normal workweek, within a seven-day period beginning Sunday and ending Saturday.
- (2) For hours worked in excess of eight (8) hours in a day, provided however employees shall be compensated at the rate of two times (2x) their regular hourly rate for hours worked in excess of twelve (12) continuous hours.
- (3) For hours worked in excess of regularly scheduled hours in a day when the employee is called back to work after completing the regularly scheduled work period.
- (4) For any hours worked on a County Board approved holiday in addition to regular holiday pay.
- (5) For hours worked on Saturday during the normal workweek; however for hours worked on Sunday, employees shall be compensated at a rate of two times (2x) their regular hourly rate of pay.

Subject to the overtime rules in section 10.5, a covered employee may earn and accumulate up to fifty six (56) hours of compensatory time off in a "Comp Bank" within the fiscal year period, December 1 through November 30. Prior to December 1 of every year,

covered employees must elect the first (56) hours of Overtime to be accumulated in the "Comp Bank" for the following fiscal year or not be eligible until the next fiscal year to participate. All time in the "Comp Bank" must be used between April 15 and November 15 every year or any unused time remaining in the "Comp Bank" as of November 16 will be paid to the employee at the applicable rate.

Time off with pay must be used before any unpaid time off is used.

#### **10.6 "Time-Worked" Inclusions**

Holiday, vacation, jury duty, sick leave and funeral leave, paid hours shall count as "time worked" for purposes of calculating overtime.

#### **10.7 No Pyramiding of Overtime**

There shall be no pyramiding of overtime.

#### **10.8 Call-Back/Call-In Pay**

An employee called in or back, for work in excess of work comprising his normal workday or workweek, shall receive a minimum of four (4) hours' work at the applicable overtime rate if sent home upon arrival; however, if the employee is put to work, he shall receive a minimum of four (4) hours' work at the applicable overtime rate. All employees shall be required to sign in and out. If an employee is called in to perform work outside his regularly scheduled shift, he shall have one (1) hour to report to work. Employees will be subject to discipline for being tardy or failing to show.

This section is not intended to apply when employees work hours which are in excess of the normal workday but which are contiguous to his regular work shift.

**Example 1.** The regular shift commences at 7:00 a.m. and the employee is called in at 5:00 a.m. and continues to work until 7:00 a.m. and then commences his regular 7:00 a.m. shift. The employee would receive 2 hours' pay at 1-1/2 times the regular rate.

**Example 2.** The employee's regular shift ends at 3:30 p.m. and the employee is held over until 5:00 p.m. The employee would receive 1-1/2 hours' pay at 1-1/2 times the regular rate.

**Example 3.** The employee's shift ends at 3:30 p.m. The employee goes home. The employee is called at home and returns to work at 6:00 p.m. The employee works until 8:00 p.m. and is sent home. The employee receives 4 hours of pay at 1-1/2 times the regular rate.

**Example 4.** The employee's shift ends at 3:30 p.m. The employee is held over until 5:00 p.m. and then goes home. The employee is called at home and returns at 1:00 a.m. and works until 4:00 a.m. The employee goes home and returns at 7:00 a.m., the regular shift time. The employee would receive 1-1/2 hours at 1-1/2 times the regular rate for the hours worked until 5:00 p.m. The employee

would receive 4 hours at 1-1/2 times the regular rate for the hours between 1:00 a.m. and 4:00 a.m.

When half (1/2) group call outs are made and a vacancy exists, such vacancy shall be offered to full-time employees, before part-time employees are utilized.

### **10.9 Overtime Records and Distribution**

Overtime records shall be posted and maintained. Overtime records shall be provided to the Union on a monthly basis. Overtime assignments shall be distributed as equally as practicable among qualified personnel.

## **Article 11. Wages**

### **11.1 Wages**

Effective as of April 1, 2009, each employee on the payroll of the Employer on that date and within the job classifications as set forth in Schedule A and Schedule B shall receive the straight-time hourly rates of pay as set forth therein. Effective April 1, 2010, there shall be a wage reopener for 2010 and 2011.

### **11.2 Deduction From Wages**

The amounts listed in Schedule A and Schedule B shall be gross pay. Nothing contained in this Agreement is intended to alter the current method of deducting amounts from employee compensation mandated now or at any time during the course of this Agreement, by federal or state statute or regulation. These items include, but are not limited to, the following: federal and state income tax, FICA payments, IMRF contributions and Health and Welfare contributions. In addition, nothing contained in this Agreement is intended to prevent the deduction from an employee's wages of any amount for any purpose under the terms of an order of a Court of competent jurisdiction.

## **Article 12. Seniority**

### **12.1 Definition**

(a) "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in any capacity in the Highway Department.

(b) "Classification Seniority" is defined as the length of time an employee has worked in a specific job classification within the Highway Department.

### **12.2 Accrual**

(a) An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his last hire.

(b) Bargaining Unit seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave, provided that the employee returned to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months or the length of an employee's continuous employment, if the employee is recalled into employment; and during a sick leave of up to six (6) months.

(c) Classification seniority shall accrue during the periods specified in (b) above and during the time an employee works in a specific job classification.

### **12.3 Loss of Seniority**

An employee's seniority shall be lost when he:

(a) Terminates voluntarily.

(b) Is discharged for just cause.

(c) Willfully exceeds an official leave of absence.

(d) Is laid off for a period of six (6) consecutive months or a period exceeding the length of the employee's continuous service, whichever is less.

(e) Fails to return to work on a recall from layoff, with a reasonable time after the Employer has sent notice to him to return by letter or telegram to the last address furnished to the Employer by the employee, unless the employee has a valid reason for inability to respond.

### **12.4 Application**

(a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length or service is a factor pursuant to this Agreement.

(b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

### **12.5 Layoff**

(a) In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of their classification seniority.

(b) In the event an employee is scheduled to be laid off in one classification and there exists a vacant position in another classification which the employee has the ability to perform, then bargaining unit seniority shall prevail in assigning such employees scheduled to be laid off to such vacant jobs.

**12.6 Recall**

(a) Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no employee in that classification has recall rights, then the laid-off employee with the most bargaining unit seniority will be recalled if he has the ability to do the work, and, if not, the next senior employee will be recalled, and so on.

(b) Probationary employees who have been laid off have no recall privileges.

**Article 13.**  
**Health and Welfare**

**13.1 Coverage**

The County, on behalf of each employee covered by this Agreement will provide and forward the following weekly contributions on behalf of covered employees to the Suburban Teamsters of Northern Illinois Health and Welfare Fund towards the maintenance of the Union's Class "D" Health and Welfare Program:

<u>Effective Date</u>	<u>Contribution</u>
April 1, 2009	A maximum of \$260.00 per week for each covered employee on the payroll effective March 31, 2009.
April 1, 2010, there shall be an insurance reopener for 2010 and 2011.	

The Employer's weekly contribution set forth in the table above shall be the maximum contribution for the term of this Agreement; however, it is agreed by the parties herein that the employees shall contribute, and the County will forward to the Suburban Teamsters of Northern Illinois Health and Welfare Fund, as follows towards the cost of the employee's individual program and that the Employer shall not be required to contribute any sum in excess of the actual weekly cost of the Class "D" Program or any other program elected by an employee:

Effective April 1, 2009, each employee shall contribute a total of forty one dollars and fifty-five cents (\$41.55) per week.

County and employee contributions for the Suburban Teamsters of Northern Illinois Health and Welfare Fund are to commence thirty (30) days after the first date of hire. It is further agreed that covered employees may individually and voluntarily increase the level of insurance coverage by executing a withholding authorization which directs the County to withhold the authorized funds from their payroll checks; such funds shall also be forwarded to the Fund.

**Article 14.**  
**Vacations**

**14.1 Vacation Entitlement**

All full-time, covered employees, who are not ineligible pursuant to Section 14.2 of this Article, shall be entitled to accumulate vacation time in accordance with the following schedule:

<b><u>Years of Continuous Service</u></b>	<b><u>Vacation Days Earned</u></b>
1 year through 4 years, inclusive	10 days
5 years through 14 years, inclusive	15 days
15 years or more	20 days

**14.2 Vacation Eligibility**

Every full-time, covered employee shall be eligible to take paid vacation during the vacation period (April 15th to November 15th, inclusive) after completion of twelve (12) months of continuous service. The vacation period for an eligible employee will be computed as of the first day of the anniversary month. If an employee is in continuous services of the Employer for one (1) year but less than five (5) years, he is entitled to ten (10) vacation days; continuous service of five (5) years but less than fourteen (14) years, entitles the employee to fifteen (15) vacation days; and continuous service of fifteen (15) years or more, entitles the employee to twenty (20) vacation days.

In determining length of service only time actually worked shall be considered. No credit shall be allowed while on layoff, unpaid leaves of absence, suspensions for just cause, or while engaged in conduct violative of this Agreement's "No Strike-No Lockout" Provisions (Article 20).

**14.3 Vacation Pay**

The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

**14.4 Holidays During Vacation**

In the event a holiday occurs during the period when an employee is on an approved vacation leave, such holiday is considered as a holiday and shall not be counted as part of the employee's vacation. The employee shall receive an additional consecutive vacation day benefit, or be paid for the holiday in addition to his regular vacation day benefit, at the election of the Director.

**14.5 Request for Vacation**

The vacation year for covered employees shall be the twelve (12) month period following the first of the month of the hire anniversary date. Vacations accrued in accordance with the



schedule herein shall be taken in the vacation year following the first of the month of the hire anniversary date and between April 15 and November 15. Vacation time not used during the vacation year may not be accumulated for use during any succeeding year. In order to assure the orderly performance and continuity of services, each eligible employee wishing to schedule a vacation leave should request such leave as far in advance as reasonably possible, but no later than April 1st of the vacation year. Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee, giving due consideration to seniority. However, because of the nature of the work and the requirement that the orderly performance and continuity of services be maintained, it may be necessary to limit (based on the Director's sole discretion) the number, or prohibit employees from taking vacations, during a particular period or at the same time. Should operating conditions not permit an employee(s) to take vacation, vacation pay, nevertheless, will be granted and employees continuing to work will be paid at their regular rates. Should operating conditions permit, employees may utilize earned vacation time in one (1) day increments.

**14.6 Pay for Unused Vacation Upon Separation**

Any covered employee who is separated from employment (resignation, death, retirement, or discharge) shall be compensated at the next scheduled pay period, for all unused vacation time accumulated, at his regular straight-time hourly rate of pay at the time of separation. In addition, separated employees who have completed one (1) or more years of continuous service shall receive the following additional pro rata vacation benefit based on the following formulae:

<u>Total Years of Employment</u>	<u>Additional Pro Rata Benefit</u>
1 through 4 years, inclusive	Receives upon termination a pro rata of accrued vacation pay on the basis of 6-2/3 hours' pay for each additional month worked for which no vacation has been taken or paid.
5 years through 14 years, inclusive	Receives upon termination a pro rata of accrued vacation pay on the basis of 10 hours' pay for each additional month worked for which no vacation has been paid.
15 years or more	Receives upon termination a pro rata of accrued vacation pay on the basis of 13-1/3 hours' pay for each additional month worked for which no vacation has been paid.

#### **14.7 County Job Classification Revisions**

During the term of this Agreement, all vacation benefit improvements granted to non-union Kane County employees covered by the Kane County Job Classification System shall automatically be incorporated herein and available to eligible employees covered by this Agreement.

### **Article 15. Holidays**

#### **15.1 Holiday Designation**

Annually, the Executive Committee of the Kane County Board specifies the number and holidays for all non-court related offices of the County of Kane. Said Board holiday number and specification, as amended from time to time, is hereby incorporated herein as the holiday schedule for the term of this Agreement.

#### **15.2 Holiday Observance**

Except for employees whose regularly-scheduled workweek includes Saturday and/or Sunday, holidays that fall on Saturday will be observed the day before on Friday, and holidays that fall on Sunday will be observed the day after on Monday.

#### **15.3 Holiday Eligibility**

All full-time, covered employees are eligible for holiday pay. All full-time, covered employees, who are on an authorized leave of absence, not to exceed thirty (30) days, who were not eligible for holiday pay and were not so paid, shall be eligible to receive holiday pay if they return to work within thirty (30) days from the date of the holiday's observance.

#### **15.4 Holiday Pay**

All full-time, covered employees shall receive eight (8) hours' pay at their normal straight-time rate for all scheduled holidays. Except as set forth herein, employees who work on a scheduled holiday shall be compensated at a rate of one and one-half (1-1/2) times their regular hourly rate of pay; provided, however, that employees who work on Christmas Day, New Year's Day, Martin Luther King's Birthday and Lincoln's Birthday shall be compensated at a rate of double (2) times their regular hourly rate of pay.

#### **15.5 County Job Classification Revisions**

During the term of this Agreement, all holiday benefit improvements granted to non-union Kane County employees covered by the Kane County Job Classification System shall automatically be incorporated herein and available to eligible employees covered by this Agreement.

**Article 16.**  
**Sick Leave**

**16.1 Allowance**

It is the policy of the County to provide protection for its covered, full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for one-day vacations or to extend vacation periods or holidays.

**16.2 Sick Leave Accumulation Rate**

Every full-time, covered employee, who has completed twelve (12) months of continuous service as of April 1st of the applicable sick leave year, shall be credited with forty-eight (48) hours of sick leave as of that April 1st date. Every full-time, covered employee who has completed less than twelve (12) months of continuous service as of April 1st of the applicable sick leave year, shall accrue sick leave at the rate of four (4) hours for each completed month of service, with a maximum of forty-eight (48) hours during any applicable sick leave year.

“Sick Leave Year” is defined as the period between April 1st of the present year up to and including March 31st of the coming year.

**16.3 Maximum Sick Leave Accumulation**

Covered employees may accumulate a yearly, total (maximum) of six (6) days or forty-eight (48) hours of sick leave credit.

**16.4 Sick Leave Eligibility Requirements**

Employees shall start to accumulate sick leave credit as of their date of employment and shall be eligible for said sick leave absences after completion of their probationary period.

**16.5 Sick Leave Utilization Requirements**

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for personal injury, or disability, or maternity, medical, and extended duty injury leaves.

**16.6 Sick Leave Pay**

The rate of sick leave pay shall be the employee’s regular straight-time hourly rate of pay in effect for the employee’s regular job at the time the sick leave is being taken.

**16.7 Sick Leave Notification**

It is the responsibility of each employee requesting paid sick leave to timely notify the Director. Sick leave notification must be made for each workday that paid sick leave is being requested.

### **16.8 Sick Leave Approval**

The Director may approve or deny an employee's sick leave request and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

### **16.9 Pay for Unused Sick Leave**

Employees shall be paid one (1) hour pay, at the employee's regular straight-time hourly rate as of the applicable April 1st calendar date, for each hour of unused sick leave benefit, i.e., receive one (1) hour of pay for every hour of unused sick benefits that is accumulated at the end of the benefit year.

### **16.10 IMRF**

This Article is expressly subject to the sick leave provisions of the laws and regulations governing the Illinois Municipal Retirement Fund (IMRF).

## **Article 17.**

### **Adoption of Certain County Provisions**

The following provisions of the Kane county Code, as amended from time to time, and as set forth in the Kane County Personnel Policy Handbook, as revised from time to time, are incorporated herein to the extent they do not conflict with the Articles of this Agreement:

Kane County policies, eligibility requirements, rules, regulations, procedures, IMRF leave of absence authorization and disability benefits relative to Family and Medical, personal, military, educational and Workers' Compensation leaves of absences; failure to return from leaves of absences; policies involving covered employee statements relative to Division of Transportation accidents and litigation.

## **Article 18.**

### **Leaves of Absences**

#### **18.1 Funeral Leave**

In the event of a death in a covered employee's immediate family, the employee will be allowed a leave of absence. Employees will be allowed up to three (3) days leave with pay, at straight time, for time actually lost. Immediate family members are defined as including the employee's children(including step and guardian) father, mother, spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law and grandparents.

#### **18.2 Jury Duty Leave**

All covered employees called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay for such purposes. Actual lost time from work, as a result of the aforementioned service, will be paid up to a limit of ten (10) consecutive days, except for jury service, wherein all lost time shall be compensated. Such supplemental pay will be limited to a maximum of eight (8) hours per day. Supplemental

pay will be limited to actual loss of earnings and will not be paid if the time of service occurs on a non-scheduled workday.

**18.3 Military Leave**

Military leave shall be granted in accordance with applicable law.

**18.4 Workers' Compensation Leave**

All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a workers' compensation leave. Participating employees should apply for IMRF Disability Benefits if eligible.

**18.5 Health Care Coverage During A Leave Of Absence**

If covered by the County's Plan, group hospitalization coverage will continue for up to six (6) months. The employee portion of the payment for this coverage must be received in the County Auditor's office no later than the fifteenth of each month during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.

**Article 19.  
Pensions**

During the term of this Agreement, covered employees shall continue to participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with, and subject to, the provisions of the statutes of the State of Illinois now applicable or as may hereafter be amended.

**Article 20.  
No Strike - No Lockout**

**20.1 Strike Prohibited**

No employee shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement.

**20.2 Prohibition of Union Participation**

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, cessation or stoppage or interruption or work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

### **20.3 Union Liability and Duty**

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(a) Advise the employer in writing that such action by the employees has not been called or sanctioned by the Union.

(b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

(c) Post notices at Union Bulletin Boards advising that it disapproves of such action and instructing employees to return to work immediately.

### **20.4 Discharge for Violation**

The Employer may discharge or discipline any employee who violates Section 20.1 and the Union will not resort to the Grievance Procedures on such employee's behalf.

### **20.5 No Lockout**

The Employer agrees that it will not lock out employees during the term of this Agreement.

### **20.6 Further Discipline**

The Employer shall have the sole and complete right to immediately further discipline or discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work in violation of this Agreement, and such employees shall not be entitled to or have any recourse to the grievance procedure. The suspension or discharge herein referred shall be uniformly applied to all employees participating in such unauthorized activity. The employer shall have the sole right to schedule the employee's period of suspension.

### **20.7 Employer's Judicial Remedies**

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

## **Article 21. Union Security**

The County of Kane agrees that during the term of this Agreement it shall be a condition of employment that all present and future employees covered by this Agreement become members of the Union upon completion of their probationary period, or pay a reasonable service charge for representation by the Union pursuant to the Fair Share Agreement contained herein. An employee who fails to become or remain a Union member in good standing, or fails to pay his fair share for Union representation, shall be notified by mail at his last known address of his

arrears. Any such employee shall have twelve (12) days from the date of mailing to adjust any arrears in dues or service fees. Any employee who fails to comply with the twelve (12) day period shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Union. The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

#### **21.2 Checkoff**

The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such Employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the Employee, the same is to be furnished in the form required.

#### **21.3 Fair Share Deductions**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the nonmember employees and shall be remitted each payday to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share shall not exceed dues uniformly required to Union members.

#### **21.4 Religious Exemption**

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

#### **21.5 Notice and Appeal**

The Union agrees to provide Fair Share notices and appeal procedures to employees in accordance with applicable law.

#### **21.6 Indemnification**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

**Article 22.**  
**Alcohol And Drug Testing**

The County agrees to abide by any and all State of Illinois and/or United States Department of Transportation regulations relative to alcohol and drug testing. The agreed upon policy is attached as Appendix A.

**Article 23.**  
**Safety Committee**

The Employer shall create and implement a Safety Committee. Two (2) Union members and two (2) County Highway Department management personnel shall constitute the "Safety Committee." Such Committee shall meet on a quarterly basis in order to discuss safety issues and ways to better/improve safety policy and procedures.

**Article 24.**  
**Partial Invalidity of Agreement**

It is not the intent of either the Employer or the Union to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Employer and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of the Agreement. The Employer and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations, the parties agree to submit the issue to final and binding grievance resolution. The grievance panel shall render decisions only on the specific issue submitted and shall have no authority to change or abrogate other conditions of this Agreement.

**Article 25.**  
**Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifyingly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.



**Article 26.**  
**Term and Signature**

**26.1 Term of Agreement**

This Agreement shall be effective from April 1, 2009, and shall remain in full force and effect until March 31, 2012. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not less than one hundred and twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**26.2 Continuing Effect**


Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Grievances are continuing for a new Agreement or part thereof between the parties.

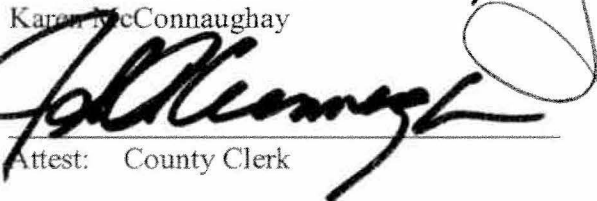
**26.3 Procedure on Notice of Termination**

The parties agree that if either side decides to reopen negotiations upon termination, make any changes in the Agreement, the other party may so notify the other at least one hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet no later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.


FOR THE EMPLOYER:

  
\_\_\_\_\_  
County Board Chairman  
Karen McConaughay

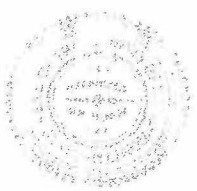
  
\_\_\_\_\_  
Attest: County Clerk

Date: 11-3-09

FOR THE UNION:

  
\_\_\_\_\_  
General Chauffeurs Salesdrivers & Helpers  
Local Union No. 330 Affiliated With The  
International Brotherhood of Teamsters

Date: 12/29/2009



**SCHEDULE A**  
**WAGE RATES**

Effective April 1, 2009, the base rate of all employees on the payroll as of March 31, 2009 shall be increased as follows:

<b><u>April 1, 2009</u></b>	<b><u>Hourly Rate</u></b>
Mechanic I	\$24.85
Mechanic II	\$26.01
Mechanic III	\$26.87
Highway Maintainer I	\$24.36
Highway Maintainer II	\$25.15
Highway Maintainer III	\$25.46
Tech I	\$27.01
Inventory manager	\$25.46

**SCHEDULE B**  
**STARTING RATES**

<u>April 1, 2009</u>	<u>Hourly Rate</u>
Mechanic I	\$22.86
Highway Maintainer I	\$22.41

After 6 months of satisfactory performance, the employee will get the applicable effective rate for the position.

APPENDIX A

DRUG POLICY

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

November 14, 2006

Dominic Romanazzi  
President & Principal Officer  
Teamsters Local 330  
2400 Big Timber Road  
Building B, Suite 201  
Elgin, IL 60123

RE: AGREEMENT BETWEEN COUNTY OF KANE AND LOCAL NO. 330  
APPENDIX A - DRUG POLICY

Dear Dominic,

The recently executed Agreement (*Agreement between County of Kane and General Chauffeurs, Salesdrivers, and Helpers, Local No. 300 Affiliated with the International Brotherhood of Teamsters Local 330 for the Kane County Division of Transportation, effective April 1, 2006 through March 31, 2009*) includes 3 appendices: A, B, and C Enclosed is the Drug Policy referenced in Exhibit A.

This policy remains unchanged from the previous agreement. Please incorporate this information into your Agreement records.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl Schoedel", is written over a horizontal line.

Carl Schoedel, P.E.  
Director of Transportation

cc: Bill Edwards  
✓ Lynn Morrissey  
Bill Scardamaglia  
Carl Tominberg

APPENDIX A

KANE COUNTY DIVISION OF TRANSPORTATION'S  
D.O.T. POLICY ON ALCOHOL & CONTROLLED SUBSTANCES

Under U.S. Department of Transportation (D.O.T.) rules, the County of Kane must provide all employees required to hold a CDL with educational materials that explain the requirements of the Omnibus Transportation Employee Testing Act of 1991 and the County's policies and procedures with respect to meeting these requirements. These rules and regulations are published in the Code of Federal Regulations (CFR) at Chapter 49 Part 382, Part 383, Part 391, Part 392 and Part 40, and are incorporated by reference as part of this policy. The D.O.T. regulations went into effect on January 1, 1995 for companies with 50 or more CDL holders and on January 1, 1996 for companies with less than 50 CDL holders. The D.O.T. regulations require the County to test all CDL holders for use of controlled substances and misuse of alcohol.

The following information is provided in order to comply with the D.O.T. rules and regulations. This policy supersedes the previously issued Substance Abuse Policy and Kane County Highway Department D.O.T. Drug & Alcohol Testing Program.

1. WHY MUST YOU BE TESTED?

In 1991, Congress enacted the Omnibus Transportation Employee Testing Act of 1991 (Act). This law required the U.S. Department of Transportation (D.O.T.) to establish testing and training regulations for all drivers of commercial motor vehicles (CMVs) who are required by law to have commercial drivers licenses (CDLs). Congress has decided that you may not perform safety-sensitive functions if you are using drugs or alcohol because these substances may affect your ability to safely perform your duties. The County cannot allow you to perform safety-sensitive functions unless you submit to D.O.T. mandated tests when ordered; therefore complying with the D.O.T. regulations has become a condition of employment for anyone who is required to have a CDL.

The regulations are intended to help reduce or prevent truck and bus accidents, fatalities, and injuries by requiring drivers to have a single commercial motor vehicle driver's license and by disqualifying drivers who operate commercial motor vehicles in an unsafe manner. The regulations are also designed to help prevent accidents and injuries resulting from the misuse of alcohol or use

of controlled substances by drivers of commercial motor vehicles.

2. WHO IS SUBJECT TO D.O.T. REGULATIONS?

You are subject to D.O.T. regulation and must be tested for both controlled substances and alcohol if you are required to have a CDL or perform any of the following functions:

1. Operate a commercial motor vehicle (CMV) with a gross combination rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
2. Operate a CMV with a gross vehicle weight rating of 26,001 or more pounds; or
3. Operate a CMV designed to transport 16 or more passengers, including the driver; or
4. Operate a CMV of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

3. WHEN DO D.O.T. RULES APPLY?

The D.O.T. regulations apply during on duty time. On duty time includes all time from the time you begin to work or are required to be ready for work, until the time you are relieved from work and all responsibilities for performing work. Specifically, on duty time includes, but is not limited to:

1. All time at a County plant, terminal, facility or other property, or on any public property, waiting to be dispatched, unless you have been relieved from duty;
2. All time inspecting equipment or otherwise inspecting, servicing, or conditioning any CMV at any time;
3. All driving time. Driving time means all time spent at the driving controls of a CMV in operation;
4. All time, other than driving time, in or upon any CMV except time spent resting in a sleeper berth;
5. All time loading or unloading a CMV, supervising, or assisting in the loading or unloading, attending a CMV being loaded or unloaded, remaining in readiness to operate the CMV, or in giving or receiving receipts for shipments loaded or unloaded;

6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled CMV;
7. All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident, or follow-up testing required by D.O.T. regulations.

In addition, D.O.T. regulations prohibit CDL holders from consuming alcohol within four (4) hours of going on duty. Therefore, the period of the day you are required to comply with the D.O.T. regulations includes four (4) hours before reporting for duty as well as any time thereafter that you are on duty or available for duty.

#### 4. WHAT IS PROHIBITED CONDUCT?

The D.O.T. regulations are designed to monitor your behavior while you are performing safety-sensitive functions.<sup>1</sup> Safety-sensitive functions include, but are not limited to: waiting to be dispatched; inspecting equipment or trucks; driving; loading or unloading vehicles; supervising the loading or unloading of vehicles; filling out accident reports; or obtaining assistance for a disabled vehicle. Under the D.O.T. regulations, you are not allowed to use alcohol or controlled substances in the following circumstances:

##### A. ALCOHOL

1. Alcohol Concentration. You may not report for duty or remain on duty requiring the performance of a safety-sensitive function while having an alcohol concentration of 0.04 or greater. If you have a test result for an alcohol concentration of 0.02 or greater, but less than 0.04, you may not perform or continue to perform any safety-sensitive functions until the start of your next regularly scheduled duty period, but not less than 24 hours following administration of the test.
2. Alcohol Possession. You may not possess alcohol while on duty or while operating a CMV, unless the alcohol is manifested and transported as part of a shipment.
3. On-duty Use. You may not use alcohol while performing a safety-sensitive function.

---

<sup>1</sup> Safety-sensitive functions include all functions described as on duty time in 49 CFR 395.2, paragraphs (1) through (6).

4. Pre-duty Use. You may not perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use following an Accident. Following an accident which requires a post-accident alcohol test, you may not use alcohol for eight (8) hours or until you have taken the post-accident test, whichever occurs first.

B. CONTROLLED SUBSTANCES

1. You may not report for duty or remain on duty requiring the performance of safety-sensitive functions when you use any controlled substances, except when the controlled substance is prescribed by a physician and the physician has advised you that the substance will not adversely affect your ability to safely operate a CMV.
2. The County may require you to report the use of any therapeutic drugs.
3. You may not report for duty, remain on duty, or perform a safety-sensitive function if you test positive for controlled substances.

C. REFUSAL TO SUBMIT TO A REQUIRED ALCOHOL OR CONTROLLED SUBSTANCE TEST

You may not refuse to submit to any of the following alcohol or controlled substance tests:

1. post-accident
2. random
3. reasonable suspicion
4. follow-up

5. UNDER WHICH CIRCUMSTANCES WILL YOU BE REQUIRED TO UNDERGO TESTING FOR ALCOHOL AND/OR CONTROLLED SUBSTANCES?

D.O.T. requires testing for alcohol and controlled substances under the following circumstances:

- A. Pre-employment testing. Prior to the first time a driver performs safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances.
- B. Post-accident testing. If you are involved in an accident with a CMV, you will be tested as soon as possible for controlled substances and alcohol if:



1. You were performing a safety-sensitive function at the time of the accident and the accident involved the loss of human life, or
2. You receive a traffic citation under State or local law for a moving traffic violation arising from the accident.

If you are subject to post-accident testing, you will be tested for alcohol within two (2) to eight (8) hours and for controlled substances within 32 hours. You may not drink alcohol for eight (8) hours after an accident, or until you have been tested for alcohol, whichever is first. You must remain readily available for testing after an accident or you may be deemed to have refused to submit to testing. This does not mean that you may not seek necessary emergency medical care after an accident.

If you are given a urine or breath test for Federal, State or local officials as a result of the accident, you may not need to take a test under the D.O.T. regulations, provided the County is able to obtain the results of the tests and the tests meet the Federal, State or local requirements.

- C. Random testing. You will be subject to random testing for controlled substances and alcohol use. The County is required to test at least 50% of all CDL holders for controlled substances and 25% of all CDL holders for alcohol use each selection period of every calendar year.

CDL holders will be selected for testing by a computer generated process which randomly chooses a certain number of CDL holders each period. You will have an equal chance of being selected each time random testing is conducted. You may be selected for random testing more than once each year. If selected, you may be tested for controlled substances, alcohol, or both. The testing period will be unannounced and will be spread throughout the year. Once you have been selected for random testing, your name goes back on the list and you may be selected again.

If you are selected for random testing, you must immediately proceed to the test site. If you are performing a safety-sensitive function at the time of notification, your supervisor will make arrangements for you to stop performance of the safety-sensitive function and proceed to the test site as soon as possible.

- D. Reasonable suspicion testing. The County must require you

to submit to tests for alcohol and controlled substances if there is a reasonable suspicion that you have engaged in any conduct prohibited by D.O.T. regulations. Reasonable suspicion is based on specific, contemporaneous behavior such as your appearance, behavior, speech, body odor or observations that indicate the chronic and withdrawal effects of controlled substances. Conditions of reasonable suspicion must be documented by an Employer representative, and a copy given to the employee at the time s/he is ordered to submit to testing. Third party reports shall not constitute reasonable suspicion without specific observation and documentation by an Employer representative.

A supervisor trained to determine reasonable suspicion will decide whether you should be tested. This supervisor has completed a training course covering the physical, behavioral, speech and performance indicators of probable alcohol misuse and the use of controlled substances.

Alcohol tests will be conducted within two (2) to eight (8) hours after a supervisor has determined that there is reasonable suspicion to test you. If requested, an employee has the right to meet and confer with a Union representative after submitting a specimen of breath or urine, if the representative can be there within one (1) hour after the specimen has been given. If the alcohol test is not completed within eight hours, you will not be allowed to perform safety-sensitive functions until:

- a. You take an alcohol test and the alcohol concentration measures less than 0.02; or
  - b. Twenty-four (24) hours have elapsed following the determination of reasonable suspicion, whichever occurs first.
- E. Return to duty testing. If you engage in any conduct prohibited by the D.O.T. regulations, you must be removed from all safety-sensitive functions.
- F. Follow-up testing. If you are returned to duty after engaging in any conduct prohibited by the D.O.T. rules, and you were required to undergo treatment, you will be subject to follow-up testing for up to 60 months after you return to duty.

6. WHY IS TESTING NECESSARY?

A. EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES

The misuse of alcohol and the use of controlled substances can have negative effects on your health, work and personal life. Even if you are not abusing drugs or alcohol, you are affected by those who do. The higher costs you pay for insurance, medical treatment, and materials and services can be traced to drug and alcohol abuse.

B. SIGNS AND SYMPTOMS OF AN ALCOHOL OR DRUG PROBLEM

1. Alcohol

SIGNS AND SYMPTOMS OF ALCOHOL MISUSE<sup>2</sup>

*SLURRED SPEECH	*DROWSINESS
*AGGRESSIVENESS	*COMA
*BLACKOUTS	*MEMORY LOSS
*SLOWED REACTIONS	*UNSTEADINESS
*IMPAIRED JUDGMENT	*SMELL OF ALCOHOL
*NAUSEA	*INCOHERENCE
*HOSTILITY	*SHORT ATTENTION SPAN

2. Drugs

a. Controlled Substances

The D.O.T. regulations require the County to test for five controlled substances: Amphetamines, Cocaine, Marijuana, Opiates and Phencyclidine (PCP).

(1) Amphetamines. Amphetamines stimulate the central nervous system. They are often used to combat drowsiness. Using amphetamines impairs your ability to perform activities which require mental alertness or physical coordination, such as operating machinery or driving a vehicle.

SIGNS AND SYMPTOMS OF AMPHETAMINE USE

*NERVOUSNESS	*IRRITABILITY
*EXHAUSTION	*SWEATING
*GRINDING TEETH	*LOSS OF APPETITE
*DRY MOUTH	*EXCESSIVE TALKING

(2) Cocaine. Cocaine also stimulates the central nervous system. It gives the user a sense of well-

---

<sup>2</sup> The effects of alcohol vary depending on many factors including body weight, age, gender, stomach content, and physical condition. The degree of impairment and the effect on the individual increases as more alcohol is ingested.

being or euphoria, known as a high. The high lasts from 10 to 60 minutes. Crack cocaine is more potent than powdered cocaine, and the high lasts only 5 to 8 minutes. Using cocaine affects your driving by slowing down your reaction time, distorting your vision and depth perception, and affecting your ability to measure time and distance.

SIGNS AND SYMPTOMS OF COCAINE USE

\*MOOD SWINGS      \*WEIGHT LOSS      \*HYPERSENSITIVITY  
\*RESTLESSNESS    \*NOSE BLEEDS      \*RUNNY NOSE

(3) Marijuana. Marijuana is a depressant and mind altering drug. Marijuana does not affect the central nervous system; it works on the brain. It causes hallucinations. Marijuana slows your reflexes and thought processes. Marijuana use distorts your vision and depth perception and affects your ability to measure time and distance.

SIGNS AND SYMPTOMS OF MARIJUANA USE<sup>3</sup>

\*DILATED PUPILS                      \*SLOWED REFLEXES  
\*GIDDINESS                              \*MOODINESS  
\*IMPAIRED VISION                      \*REDUCED CONCENTRATION  
\*SLOWED THINKING                      \*TRANCE-LIKE STATE  
\*MEMORY LOSS                          \*ODOR OF BURNING ROPE  
\*ROLLING PAPERS                        \*DRIED PLANT MATERIAL  
\*ROACH CLIP                            \*HASH PIPE

(4) Opiates. Opiates act as depressants on the central nervous system. Opiates are prescribed to relieve pain but are abused because they allow the user to relax and escape from the real world. Use of opiates affect concentration, vision and perception of time and distance. Use of opiates may have unpleasant side effects such as nervousness, nausea, restlessness, coma or death.

SIGNS AND SYMPTOMS OF OPIATE USE

\*CONFUSION                      \*SLURRED SPEECH                      \*HOSTILITY  
\*MEMORY LOSS                      \*EXCESSIVE TALKING                      \*EUPHORIA  
\*DROWSINESS                      \*DEPRESSION                              \*SWEATING

---

<sup>3</sup> Using marijuana with alcohol increases the effects of both. The effects of marijuana are unpredictable. The marijuana available today is more potent than that available in the 1960's. It also is likely to be laced with PCP or other dangerous chemicals.

- \*RED EYES                    \*DIZZINESS
- \*SHORT ATTENTION SPAN
- \*REDUCED FEELING OF PAIN

(5) Phencyclidine (PCP). Commonly known as angel dust, PCP is an anesthetic. Users of PCP may have hallucinations and exhibit signs of intoxication. PCP may also cause long-term psychotic behavior associated with violent acts. Use of PCP impairs coordination, may lead to more aggressive driving and a tendency to take greater risks while driving.

SIGNS AND SYMPTOMS OF PCP USE

- \*DELUSIONS                \*CONFUSION                \*FLASH BACKS
- \*PANIC                      \*ANXIETY
- \*INCREASED BLOOD PRESSURE

b. Test results that are below the following cut-off levels shall be reported as negative:

	<u>Initial</u>	<u>Confirmatory</u>
Marijuana metabolites	100 ng/ml	15 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Opiate metabolites	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Amphetamine	1000 ng/ml	500 ng/ml

c. Over-the-counter and Prescription Drugs

D.O.T. regulations do not allow you to take anything that can affect your ability to drive. If you take any medication that causes drowsiness, it is a violation of D.O.T. regulations to drive a commercial motor vehicle. The County therefore has a right to require that you inform them whenever you are using a medication that may impair your ability to perform safety sensitive functions. If you choose not to reveal the name of the particular medication being used, you may be required to produce a physician's statement that the medication will not impair your ability to perform safety sensitive functions before you are allowed to return to work.

d. Intervention

If you suspect that you or a co-worker has a problem with alcohol or drugs, there are several steps you can take. You may speak to your co-worker in a non-confrontational way about your suspicions. If you choose this method, do not make accusations. Be as objective as possible and stick to concrete examples of behavior.

Suggest that your co-worker seek help from the County's Employee Assistance Program (EAP).

If you suspect that you have a problem with drugs or alcohol, you may seek help from the EAP.

7. WHAT ARE THE TESTING PROCEDURES?

The D.O.T. testing procedures are designed to protect the CDL holder by carefully maintaining the integrity of the testing process. Further, the procedures safeguard the validity of the test results to assure that those results are attributed to the correct person. This section, although not all inclusive, will explain the collection procedures for drug and alcohol testing, and explain the precautions taken to ensure that the results are correct.

A. DRUG TESTING PROCEDURES

1. The Collection Process

a. When asked to report for a drug test, you will be sent or taken to an approved collection site. The collection site personnel will obtain the urine sample and forward it to a drug testing laboratory accredited by the National Institute of Drug Abuse (NIDA) as meeting Department of Health and Human Services (HHS) standards.

The collection site procedures are designated to ensure that the specimen has not been adulterated, contaminated or tampered with in any way. Only you and authorized collection site personnel will handle the specimen.

b. When you arrive at the collection site, you must provide proof of your identity. This may be in the form of a photo identification card such as your County identification card or drivers license. If a County supervisor has accompanied you to the site, the supervisor may verify your identity. The collection site personnel will not proceed with the collection until you are positively identified.

c. Once your identity is established, you will be asked to remove all unnecessary clothing and to wash your hands. This ensures that you cannot hide or conceal anything which may contaminate or adulterate the urine specimen. It also ensures that you did not bring urine donated by someone else.

d. You will be given a container and asked to provide a specimen. You will be allowed to go into the restroom or stall alone to provide the specimen, although the collection site personnel will be nearby. The water in the toilet will have been dyed and there will be no access to a workable

faucet.

e. After you have provided the specimen, you will give it to the collection site personnel. The specimen will remain within your view at all times until it has been sealed in the proper shipping container. The collection site personnel will only process one specimen at a time to prevent mislabelling of the specimen.

Prior to sealing the container, the collection site personnel will perform visual inspections and temperature checks to ensure that the specimen has not been contaminated.

f. The specimen will be poured into two bottles and sealed with evidence tape. Your name, identifying number, the date, and other information will be written on the tape. You will be asked to sign or initial the tape, to guarantee that it is the specimen you provided. Collection site personnel will complete chain of custody and control forms and place them in envelopes with the urine bottles containing your specimen. The bottles and forms will be shipped to a NIDA certified lab for testing.

g. If the collection site personnel receive a specimen that does not appear to be the right color or temperature, you will be asked to provide another specimen. If this happens, a person of the same sex will accompany you into the bathroom and watch you as you give the specimen. The same procedures for inspecting, sealing and initialling the specimen will be followed. Both this sample and the one suspected of being adulterated will be sent to the NIDA certified lab for testing.

## 2. Testing the Sample

a. When the specimen arrives at the laboratory, it is checked for signs of tampering. If any discrepancies are noted, the specimen will not be processed and the lab may ask you to provide another sample. If, however, everything is in order, processing will begin.

b. The lab will assign an assession number to your sample. The assession number allows the lab to track your specimen. Your assession number is unique to your specimen and is yet another safeguard to ensure that the sample is yours.

c. The lab will inspect the sample for signs of contamination or adulteration. The lab will visually inspect the sample and test its specific gravity. If the specific gravity is not within normal limits, or if there are other discrepancies, no test will be performed. The lab may ask you

to provide another sample.

If a new sample is requested by the lab, the collection site personnel will observe you as you give the sample, to ensure that you are not adulterating or contaminating the sample.

d. Your urine specimen will undergo an initial screening test. This test is called an immunoassay test.

e. If the immunoassay is positive, your specimen will be subjected to a second test called the Gas Chromatography/Mass Spectrometry or GC/MS. The GC/MS is the most sensitive and accurate drug test available. Courts of law have determined that a positive screening test which is confirmed by the GC/MS is proof of drug use.

f. NIDA certified labs are required to maintain all positive samples in locked frozen storage for a certain period of time. The specimens are retained so that they can be retested if necessary.

### 3. The Medical Review Officer (MRO)

The MRO is a licensed physician (M.D. or D.O.) responsible for receiving laboratory results generated by the drug testing program and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant bio-medical information. The laboratory will send all test results to the MRO. The actual test results are never sent to the County.

The MRO reviews all positive test results, checks medical records and interviews the CDL holder to determine whether there is a legitimate reason for the result. If the MRO finds there is a legitimate reason for the positive test result, the MRO will report your test results as negative to the County.

If your test is positive, and the MRO is unable to contact you within 24 hours, the MRO will contact the County and request that you be told to contact the MRO. The MRO will not tell the County why he or she wants to talk to you. The County will contact you and tell you to contact the MRO within 24 hours. If you fail to contact the MRO within the allotted time, the MRO will notify the County that your test results are positive.

### B. ALCOHOL TESTING PROCEDURES

The D.O.T. regulations require the use of breath analysis



to determine whether alcohol is present in the body, and if so, the amount. Alcohol concentration is measured by a computerized instrument called a breathalyzer. Breathalyzer results are used in courts as evidence in driving while intoxicated (DWI) or driving under the influence (DUI) proceedings.

The person administering the breath alcohol test is trained on how to use the machine and interpret the results. Because the breath alcohol results are printed automatically by the machine, the MRO is not involved. To take the test, you simply blow into a tube.

If the results of the initial test are 0.02 or higher, you will be asked to take a confirmation test 15 to 20 minutes later. During the waiting period, you will be asked not to eat or drink anything.

If the confirmation test indicates a breath alcohol level of 0.02 or greater but less than 0.04, you will not be allowed to perform any safety-sensitive functions for 24 hours. If your breath alcohol level is 0.04 or greater, you will not be allowed to perform safety-sensitive functions.

8. WHAT IS A REFUSAL TO SUBMIT TO AN ALCOHOL OR CONTROLLED SUBSTANCE TEST?

A. REFUSAL TO SUBMIT TO AN ALCOHOL OR CONTROLLED SUBSTANCE TEST INCLUDES:

1. Failure to provide adequate breath for testing without a valid medical explanation;
2. Failure to provide adequate urine for controlled substances testing without a genuine inability to provide a specimen as determined by a medical evaluation;
3. Engaging in any conduct that clearly obstructs the testing process.

9. WHAT HAPPENS IF YOU HAVE AN ALCOHOL CONCENTRATION OF 0.02 OR GREATER, BUT LESS THAN 0.04?

If you are tested under D.O.T. regulations and have an alcohol concentration of 0.02 or greater but less than 0.04, you cannot perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle until the start of your next regularly scheduled duty period or 24 hours following administration of the test, whichever is greater.

10. WHAT HAPPENS IF YOU VIOLATE THE D.O.T. REGULATIONS?

A finding that an employee has engaged in prohibited conduct as described in Section 4.A., 4.B. and 4.C. of this policy will constitute just cause for discipline, up to and including termination of employment. A finding that an employee has engaged in prohibited conduct as confirmed by a positive test at or above the level described in Section 6.B.2.b. of this policy will constitute just cause for discipline, up to and including termination of employment. A finding that an employee has engaged in prohibited conduct as described in Section 9 of this policy will constitute just cause for discipline, up to and including termination of employment.

If an employee's test is confirmed positive, the employee shall be notified of the laboratory's findings. Upon written receipt of the employee's intent to review and contest the results, the Employer shall cause a copy of the laboratory report, and all other documentation pertinent to the test that has been requested by the employee or his designee, to be forwarded to the employee or his designee, and the matter shall be settled in accordance with the Grievance Procedure of the collective bargaining agreement. If requested by the Union, an extension of 10 working days for filing a grievance will be granted by the Employer.

11. WHO CAN ANSWER QUESTIONS ABOUT THE D.O.T. REGULATIONS?

You may receive further information about the D.O.T. regulations by contacting Fred Robinson or your supervisor.

POLICY CERTIFICATION

All employees are required to certify in writing that they have been informed of the above policy and that s/he has received a copy of the policy.

Received by:

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE

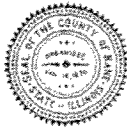
## APPENDIX B

Regarding "snowbirds," the Understanding reached on June 30, 1998 (contained in a letter so dated to the Union and attached hereto) will remain in effect except that paragraph number 2, the first sentence, shall be deleted and the following was placed in the letter dated November 14, 2006 and attached hereto: "The Division of Transportation agrees it will not layoff employees for the purpose of hiring snowbirds who may then work during the period of December through the end of March.

APPENDIX B

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

November 14, 2006

Dominic Romanazzi  
President & Principal Officer  
Teamsters Local 330  
2400 Big Timber Road  
Building B, Suite 201  
Elgin, IL 60123

RE: AGREEMENT BETWEEN COUNTY OF KANE AND LOCAL NO. 330  
APPENDIX B - "SNOWBIRDS"

Dear Dominic,

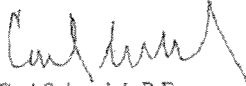
The recently executed Agreement (*Agreement between County of Kane and General Chauffeurs, Salesdrivers, and Helpers, Local No. 300 Affiliated with the International Brotherhood of Teamsters Local 330 for the Kane County Division of Transportation, effective April 1, 2006 through March 31, 2009*) includes 3 appendices: A, B, and C. Enclosed is the June 30, 1998 letter to the Union referenced in Appendix B.

As indicated in Appendix B, the language in the letter is modified such that the first sentence of paragraph 2 is deleted and the following substituted:

"The Division of Transportation agrees it will not layoff employees for the purpose of hiring snowbirds who may then work during the period of December through the end of March."

Please incorporate this information into your Agreement records.

Sincerely,

  
Carl Schoedel, P.E.  
Director of Transportation

cc: Bill Edwards  
✓ Lynn Morrissey  
Bill Scardamaglia  
Cari Tominberg

L M D B L I  
Laner Muchin Dombrow Becker & Tomlinberg

June 30, 1998

RECEIVED  
JUL 1 1998  
KANE COUNTY  
DIVISION of TRANSPORTATION

copy: Laner  
Fred  
Supervisor  
Rena

VIA FACSIMILE & U.S. MAIL

Mr. Donald Smith  
Recording Secretary  
General Chauffeurs, Salesdrivers  
and Helpers, Local No. #330  
2400 Big Timber Road, Building B, Suite 201  
Elgin, IL 60123

Re: Kane County, Division of Transportation  
(Foreman, and Snowbirds)

Dear Don:

Based on our recent discussions, and past negotiations between the County and the Union, this letter will confirm that we have reached an agreement to resolve our two (2) outstanding grievances in the following manner:

COPY

1. The Division of Transportation will not proceed with the foreman issue which was previously discussed with the Union. If there is any contemplated change in the future, we will contact the Union in advance.

2. ~~The "snowbird" program will work as follows: Only when the Division of Transportation has a full employee complement (34 full-time employee), may it then hire up to an additional six (6) "snowbirds" during the period of December through the end of March. Currently, they would be paid the applicable starting rate, without benefits. The Division of Transportation would be willing to meet with the Union and employees at the beginning of the winter season to discuss schedules and routes to assure that full-time employees are comfortable with the arrangements, schedules, and contemplated routes. This would alleviate any concerns about unfairness.~~  
KDOT WILL NOT LAYOFF EMPLOYEES TO HIRE SNOWBIRD

Also, regular full-time employees would be given priority for all overtime work. However, the Division of Transportation would always take into account employee safety in making overtime assignments. This means that no employee should be required to work excessive hours without an opportunity for adequate rest. (Typically employees are given at least the amount of rest required by applicable regulations of the Illinois Department of Transportation or other governmental regulatory agency) This practice of insuring employee safety would continue with the use of "snowbirds."

315 North State Street Suite 2800 Chicago Illinois 60610.4324  
Phone 312.467.9800 Fax 312.467.9479

William L. Becker Thomas Bradley Robert H. Brown Jeffrey P. Carren Violet M. Clark James J. Convery Anthony E. Dombrow  
Jeffrey S. Fowler Joseph M. Gagliardo Scott A. Gore Mark L. Juster Michael Klupchak Richard W. Laner  
Robert S. Leitchinger Alan M. Levin Arthur B. Muchin Jill P. O'Brien Jane E. Shaffer Neil P. Stern Carl S. Tomlinberg  
James F. Vanek Thomas Vasiljevich Gary A. Wineak Joseph H. Yastrow  
Shavon Adams-Taylor Mark W. Bennett Robert T. Bernstein Beth A. Clukey Jennifer A. Coyne Deborah Glaser Chagal Andrew S. Goldberg  
Maureen A. Gorman Gregory R. James, Jr. Linda J. Lemel Jennifer A. Haber Clifford R. Perry III Marc J. Siegel Rachel Levitt Solinger  
Retired of Counsel Isaiah S. Dorfman Herman J. DeKoven Seymour Cohen  
Lawrence F. Doppelt (1935-1979)

**LMDBLT**  
Lanier, Muehlen, Dommert, Becker, & Tominberg  
L T D

B

Mr. Donald Smith  
June 30, 1998  
Page 2

During the December through March period, "snowbirds" would perform general tasks at the Division of Transportation. This would then allow some regular full-time employees the ability to take some vacation or time off during the winter period. This was not previously granted to full-time employees and would provide a benefit that had never before been available.

Please note that any suggestion that the "snowbirds" be used strictly on an "on call" basis only is totally unworkable. It is virtually impossible to find anyone who would remain "on call" only during a snow emergency, with only a chance of being called to work for a few hours. Moreover, for safety, efficiency, and consistency of operations, it is necessary for employees to work together on a regular basis to learn the intricacies and methods of the operation. This could not be accomplished if "snowbirds" were only available on an "on call" basis.

As the winter season nears, any input from the Union or employees regarding persons who would be qualified to be "snowbirds" would be much appreciated.

With the resolution of these two (2) items stated above, all pending grievances will have been resolved at the Division of Transportation.

Please contact me immediately in writing if you disagree with the resolution stated above. Your professionalism in resolving these issues is very much appreciated.

Sincerely,

Carl S. Tominberg

CST/bab

cc: Michael McCoy  
Karen Steve-McConnaughay  
Jan Carlson  
Jeff Dailey  
Sheila McCraven

**COPY**

### APPENDIX C

The Employer has developed promotional tests. Employees will be permitted at reasonable intervals (6 months or more) to take or retake the tests.

Before the current promotional tests are changed, the changes must be mutually agreed to by the Employer and Union. If not agreed upon, the proposed change in the test will be given to an independent mutually selected arbitrator for review and opinion.

The parties agree that if an employee has qualified through testing to become a Highway Maintainer II, he will retain this classification during his employment with the Employer.

The Employer will provide training in each testing area prior to the test being administered.

## APPENDIX C (Promotional Tests)

### Highway Maintainer I, II, and III

Candidates for promotion are graded on:

- **Equipment Operator Evaluations** on 3 pieces of Equipment: Wheel Loader, Backhoe, and Motor Grader
- **Classroom Only Tests** for 2 subjects: Tree Felling and Roadway Signage.

*Final Scoring: 70% Equipment Operator Tests / 30% Classroom Only Tests. Note that candidates must pass both Classroom Only Tests in order to advance.*

#### **Equipment Operator Evaluations (Highway Maintainer)**

There are three pieces of equipment that the candidates are tested on: backhoe, wheel loader, and motor grader. Backhoe and Wheel Loader each count for 35% weight. Motor Grader counts for 30% weight.

For each piece of equipment, there are three tests: written, pre-operational, and practical. An independent Instructor/Evaluator (not a Kane County employee) evaluates and scores the operator on “written” test (done on computer), pre-operational inspection and a practical evaluation on each piece of equipment. There are three tests for each piece of equipment: written, pre-operational and practical. Each test counts for equal weight (33.33%). For the last several testing cycles, we have relied on VISTA Training, Inc. to administer this evaluation.

Equipment Operator Score:

79% and below	=	Maintainer I (no advancement)
80% thru 89%	=	Maintainer II
90% thru 100%	=	Maintainer III

Round up to nearest whole numbers (Example - 79.1% = 80%)

#### **Classroom Only Tests (Highway Maintainer)**

There are two additional “classroom only” tests covering Tree Felling and Roadway Signage. To be eligible to advance to a higher job classification, candidates must pass both tests, using 80% as a passing score. These tests are administered by Kane County D.O.T. supervisors.



### **Mechanic I, II, and III**

*Mechanic I* is the starting classification for new hires assigned as mechanics. Advancement to higher job classifications requires certifications (training and testing) attained through the National Institute for Automotive Service Excellence (ASE).

Qualified employees advancing to *Mechanic II* must have the ASE Certification in Medium/Heavy Truck (Test T4 Brakes), or equivalent testing approved by the Director of Transportation.

Qualified employees advancing to *Mechanic III* must have the ASE Certification as Medium/Heavy Truck Master Technician (Tests T2 through T7), or equivalent testing approved by the Director of Transportation.

For the ASE Certifications, the Division of Transportation has relied on the training and testing available through outside organizations. During the last several testing cycles, these services have been provided through Waubensee Community College.

### **Tech I**

There are no specific promotional tests developed for a *Tech I*. This position is filled through an application and interview process.

### **Inventory Manager**

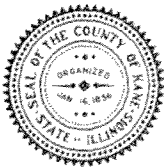
There are no specific promotional tests for *Inventory Manager*. This position is filled through an application and interview process.

### **Mileage**

When an employee is required by the Employer to use his personal vehicle for promotional testing outside of normal business hours, the Employer will pay the employee the IRS mileage reimbursement for all reasonable miles connected with such training.

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

December 8, 2009

Letter of Agreement

Regarding Article 11 and Article 13, the parties acknowledge the following:

***Notwithstanding any other provision of this contract the Union reserves the right to strike, in accordance with the law, in the event the parties fail to reach an agreement over Wages/Health and Welfare.***

County of Kane

\_\_\_\_\_  
Carl Schoedel, P.E.  
County Engineer / Director

Teamsters Local Union No. 330

\_\_\_\_\_  
Dominic Romanazzi  
President

AGREEMENT BETWEEN

COUNTY OF KANE

AND

GENERAL CHAUFFEURS, SALES DRIVERS,

AND HELPERS, LOCAL No. 330

AFFILIATED WITH THE INTERNATIONAL

BROTHERHOOD OF TEAMSTERS LOCAL 330

FOR THE KANE COUNTY DIVISION OF TRANSPORTATION



This Agreement is effective

April 1, 2006

through

March 31, 2009

*Handwritten notes:*  
1. 10/1/06  
Must Sup  
Bill Scott  
Elgin  
Sent V. 10  
pd out for  
ack

## TABLE OF CONTENTS

Article 1. Purpose and Recognition .....	1
Article 2. Management Rights .....	1
Article 3. Non-Discrimination .....	2
Article 4. Maintenance of Standards.....	2
Article 5. Union Activity, Visitation, and Bulletin Boards.....	3
Article 6. Probationary and Temporary Employees .....	4
Article 7. Termination and Disciplinary Action .....	4
Article 8. Grievance Procedure.....	5
Article 9. Binding Resolution of Grievances.....	6
Article 10. Hours of Work and Overtime .....	8
Article 11. Wages.....	11
Article 12. Seniority.....	11
Article 13. Health and Welfare .....	13
Article 14. Vacations .....	14
Article 15. Holidays.....	16
Article 16. Sick Leave.....	17
Article 17. Adoption of Certain County Provisions.....	18
Article 18. Leaves of Absences .....	18
Article 19. Pensions .....	19
Article 20. No Strike - No Lockout .....	19
Article 21. Union Security .....	20
Article 22. Alcohol And Drug Testing .....	22
Article 23. Safety Committee .....	22
Article 24. Partial Invalidity of Agreement .....	22
Article 25. Waiver.....	22
Article 26. Term and Signature.....	23
SCHEDULE A WAGE RATES .....	24
SCHEDULE B STARTING RATES.....	25
APPENDIX A .....	26
APPENDIX B .....	27
APPENDIX C .....	28

## AGREEMENT

This Agreement made and entered into by and between the County of Kane, a body politic and corporate (hereinafter referred to as the "Employer County"), and the General Chauffeurs, Salesdrivers, and Helpers, Local No. 330 affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union") and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Article 1 hereof.

### Article 1. Purpose and Recognition

#### 1.1 Purpose

It is the intent and purpose of the parties hereto to set forth the agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby.

#### 1.2 Recognition

The Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining, pursuant to the "Illinois Public Employees Labor Relations Act," as amended, 5 ILCS 315/1 et seq. (hereinafter referred to as the "Labor Act") over wages, hours, and other terms and conditions of employment for the following Kane County Division of Transportation job classifications:

Highway Maintainer I, II, and III

Mechanic I, II, and III

Tech I

Inventory Manager

Expressly excluded from the aforesaid bargaining unit are seasonal, part-time, office clerical, professional/technician, supervisory, confidential, and management classifications and employees as defined by the Labor Act.

### Article 2. Management Rights

#### 2.1 Management Rights

Subject to the provisions of this Agreement, the management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality, to determine the number of

hours of work and shifts per workweek, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the Kane County Division of Transportation is vested exclusively in the Employer, provided the exercise of such rights by the Employer does not conflict with the provisions of this Agreement.

## 2.2 Limitations

Moreover, it is agreed and understood by the parties herein, that management and/or non-bargaining unit employees will not perform work which has been historically performed by bargaining unit employees except in cases of emergency and/or until after a reasonable effort has been made to utilize bargaining unit employees in the completion of the tasks; however, the parties agree that the utilization by the Employer of management and/or non-bargaining unit employees in the aforementioned circumstances will not be instigated by the employer for the sole objective of circumventing the overtime provisions contained herein and/or displacing bargaining unit employees.

The Employer and Union further agree to reaffirm the April 3, 2003 letter regarding snowbirds.

## Article 3. Non-Discrimination

### 3.1 Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

### 3.2 Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age or national origin.

### 3.3 Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

## Article 4. Maintenance of Standards

### 4.1 Maintenance of Standards

Except as otherwise provided in this Agreement, rights and benefits enjoyed by employees shall not be diminished or eliminated as a result of entering this Agreement.

#### 4.2 Limitations

The provisions of this Article shall not apply so as to cause the expenditure of funds not contained in the Employer's Division of Transportation budget; however, the Employer shall not take actions to decrease its Division of Transportation's budget with the intention of undermining application of this Article.

### Article 5.

#### Union Activity, Visitation, and Bulletin Boards

##### 5.1 Union Activity

No employee shall engage at any time in any Union activity, including the distribution of literature, which could interfere with the performance of work during work time or in working areas of the Employer.

##### 5.2 Union Access with Notification

A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. Where the Union representation finds it necessary to enter the Division of Transportation for this purpose, he shall first advise the Superintendent of the Division of Transportation, or his designee, prior to contacting other employees. Such visits shall not unreasonably interfere with the operation of the Employer.

##### 5.3 Bulletin Boards

The Employer shall provide two (2) bulletin boards which shall be used for the purpose of posting proper Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.

##### 5.4 Union Steward

The Employer recognizes the right of the Union to designate up to one (1) steward and one (1) alternate steward at the Kane County Division of Transportation building. The Employer shall not be required to recognize any steward or alternate steward unless and until the Union notifies the Employer of the names and date of appointment of such steward and alternate in writing over the signature of the appropriate official of the Union. The Union shall notify the Employer of changes in union stewards or alternates within ten (10) business days after such changes occur. The authority of steward and alternate, so designated, shall be limited to and shall not exceed the following duties and activities: Investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.

The steward and alternate shall not conduct any Union business during working hours except for the normal discussion of a grievance.

Article 6.  
Probationary and Temporary Employees

6.1 Probationary Employees

Newly hired employees shall be considered probationary for a period of four (4) months from the date of employment, excluding time lost for sickness and other leaves of absence.

6.2 Temporary Employees

A temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave or vacation. The said three (3) month period may be extended at the option of the Employer up to an additional three (3) months or for the length of the leave of the employee being replaced, whichever is greater. Temporary employees will receive holiday pay and overtime pay in the same manner as regular employees, but no other benefits provided in this Agreement and/or by the Employer to its other employees.

Article 7.  
Termination and Disciplinary Action

7.1 Employer's Right to Discipline

The Employer shall have the right to discharge, suspend and/or discipline any employee for just cause; however, the Employer will utilize progressive disciplinary steps when engaging in disciplinary action whenever appropriate. Nothing in this Article shall prohibit the Employer from imposing discipline which is commensurate with the severity of the offense.

7.2 Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Employer shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, provided that said Union representative must be available when the meetings take place within 24 hours after notice.

If the Employer determines that there is evidence or reasonable suspicion that an employee has committed a serious or egregious offense or one which could have a detrimental impact on the morale of the Division or to the integrity of its operations, the Employer, at its discretion, may place an employee on administrative leave with or without pay. The Employer will notify the Union in writing of placing any employee on administrative leave within two (2) business days from the date of commencement of the administrative leave. If the employee desires to contest being placed on administrative leave, he/she or a Union representative shall give written notice thereof to the Employer within five (5) business days of the commencement



of the leave. In such event, this dispute shall be submitted and processed under the Grievance Procedure commencing at the Joint Grievance Committee Step.

### **7.3 Employee's Rights Following Suspension or Discharge**

The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Grievant desires to contest the discharge or suspension, he shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance procedure hereinafter set forth, commencing at Step 3 of the grievance procedure. If the Grievant's notice of contest is given from six (6) to ten (10) working days after receipt of notice of discharge or suspension, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

### **7.4 Calculation of Time**

All time limits herein shall be deemed exclusive of Saturdays, Sundays and holidays.

## **Article 8. Grievance Procedure**

### **8.1 Intent of Parties**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means of peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. All employees covered by this collective bargaining agreement shall have the right to Union representation at any employer-employee interview in which the employee reasonably believes that disciplinary action may be taken against him.

### **8.2 Definition and Process**

A grievance is defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or in the interpretation, application, performances, termination, or any alleged breach hereof, and shall be processed and disposed of in the following manner:

Step 1. Within a reasonable time, i.e., within five (5) working days of the occurrence giving rise to the grievance, or within five (5) working days of the employee becoming aware of the occurrence giving rise to said grievance, the employee having the grievance shall take it up with his immediate supervisor. The Employer shall give its answer to the employee, and/or the Union representative, within five (5) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not resolved in Step 1, the grievance shall be reduced to writing (setting forth the alleged violation and relief sought), signed by the grievant and Union representative, and presented to the Kane County Director of Transportation (hereinafter referred to as the "Director") or his designee. The Union will schedule a grievance meeting with the Director, or his designee, at a

mutually agreeable time and place in order to resolve the grievance. A grievance presented in Step 2 shall be answered in writing by the Superintendent, or his designee, within five (5) working days after the conclusion of the grievance meeting.

Step 3. If the grievance is not resolved in Step 2, the grievant may, within five (5) working days after receiving the answer in Step 2, pursuant to the provisions of Article 9 herein, elect to present his grievance to an impartial grievance panel for final and binding resolution.

### **8.3 Employer's Failure to Respond**

Failure on the part of the Director to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

### **8.4 Grievances Related to Suspension or Discharge**

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limits specified in Article 7, Section 7.2. Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

### **8.5 Calculation of Time**

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

### **8.6 Waiver**

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to Article 9 of this Agreement, i.e., if a grievance is not submitted or presented within the time limits set forth above, it shall be considered "waived."

## **Article 9.**

### **Binding Resolution of Grievances**

#### **9.1 Referral to Grievance Committee and Arbitration**

If the grievance is not settled in Step 2 of Section 8.2, or no answer is given within the specified time, the Grievant may request by written notice to the Director, within five (5) working days after his receipt of the Step 2 answer, or after such answer was due, whichever occurs first, that his grievance be resolved by a grievance committee, and if not resolved, by an arbitrator as set forth below.

## 9.2 Grievance Committee

Within ten (10) working days after receipt by the Director of the grievant's request to proceed to Step 3 of the grievance procedure by electing final and binding resolution of the grievance by a grievance committee. The grievance committee shall consist of four (4) members. Two (2) members will be selected by the Chairman of the Kane County Board but may not be employed by the Division of Transportation. Two (2) members may be selected by the Union but may not be employed by or members of Local 330.

## 9.3 Grievance Hearing

The hearing shall be held at the Kane County Government Center, Geneva, Illinois. Any oral or documentary evidence deemed relevant by the grievance panel may be received in evidence. The proceedings shall be informal. Technical rules of evidence shall not apply. A verbatim record of the proceedings may be made. Transcripts may be ordered at the expense of the party ordering them, but the transcripts shall not be necessary for a decision by the grievance panel. The expense of the proceedings, established and agreed to in advance by the Union and the Employer, shall be borne equally by the Union and the Employer. The hearing conducted by the grievance panel may be adjourned from time to time, but unless otherwise agreed to by the parties, shall be concluded within ten working (10) days of the time of its commencement. Majority action and rulings shall constitute the actions and rulings of the grievance panel.

## 9.4 Jurisdiction

The grievance panel shall have jurisdiction only over disputes arising out of grievances as defined in Section 8.2 of Article 8, and shall have no power to add to, or subtract from, or modify in any way the provisions of this Agreement; moreover, the question of grievability shall be decided by the grievance panel. Once a determination is made that the material is grievable (i.e., that the committee has jurisdiction), the grievance panel shall then proceed to determine the merits of the dispute.

## 9.5 Decision of the Grievance Committee

The grievance panel, within ten (10) working days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion which shall be final and binding on the parties. The Chairman shall mail or otherwise deliver a free copy of the grievance committee's opinion to the parties and their representatives.

## 9.6 Deadlock of the Grievance Committee

In the event of deadlock, the matter shall be submitted to final and binding resolution of the grievance by an arbitrator. The parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. With respect to the initial panel only, either party may reject the entire panel and request that a second panel of seven (7) arbitrators be provided. The parties shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a

time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

#### **9.7 Arbitration Hearing and Costs**

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request that arbitrator to require the presence of witnesses and/or documents. Each party shall be responsible for compensating its own representatives and witnesses. The expenses and fees of the arbitrator and the cost of the hearing shall be shared equally by the Union and the Employer. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available to the arbitrator. If the other party desires a copy, it shall pay for the costs of its copy.

#### **9.8 Arbitrator's Jurisdiction**

The arbitrator shall have jurisdiction over disputes arising out of grievances as defined in Section 8.2 of Article 8, and shall have no power to add to, or subtract from, or modify in any way the provisions of this Agreement. Moreover, the question of arbitrability shall be decided by the arbitrator. Once a determination is made that the material is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

#### **9.9 Arbitrator's Decision**

The arbitrator shall make written findings of fact and promulgate a written opinion which shall be final and binding on the Union, the Employer and the employee(s) involved. The arbitrator shall mail or otherwise deliver a free copy of the award to the parties and their representatives.

### **Article 10. Hours of Work and Overtime**

#### **10.1 Normal Workday/Week**

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the County from restructuring the normal workday or workweek for the purpose of promoting the efficiency of the Highway Department; from establishing the work schedules of employees; and establishing part-time positions.

The normal workday of the employees covered by this Agreement shall be eight (8) hours per day, starting at 7:00 a.m. and ending at 3:30 p.m., with a thirty (30) minute unpaid lunch break. The normal workweek shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday, inclusive.

#### **10.2 Guaranteed Hours**

All permanent, full-time employees covered by this Agreement are guaranteed five (5), eight (8) hour days of work during the workweek.

### 10.3 Lunch/Break

Employees shall be entitled to an unpaid lunch period. Employees shall be at their designated work places, ready for work at their scheduled starting time, and shall remain at their work places until their scheduled quitting times, including during designated or authorized relief or rest period or lunch period. Employees may leave the job site for lunch during the regular workday subject to the approval of their supervisor.

The Employer will agree to continue, as in the past, to follow the practice of giving two (2)-fifteen (15) minute break periods, in the morning and the afternoon, and that such breaks will be given by supervisors in a manner so as to facilitate efficient work related procedures. Provided however, at the Techs' discretion, based on operational needs, the afternoon break may be modified.

### 10.4 Reasonable Overtime Hours Required

Employees shall work reasonable amounts of overtime when overtime is necessary. It is agreed by both parties that severe winter weather conditions will present emergencies demanding that the public interest be placed above that of either party to this Agreement. Under such conditions, the Foreman may call in such employees by classification as in his judgment can handle the work to be done. Employees shall keep themselves reasonably available for emergency call-ins.

### 10.5 Overtime Compensation

Eligible personnel shall be compensated at a rate one and one-half (1-1/2) times their regular hourly rate of pay under the following circumstances:

- (1) For hours worked in excess of forty (40) hours, or a normal workweek, within a seven-day period beginning Sunday and ending Saturday.
- (2) For hours worked in excess of eight (8) hours in a day, provided however employees shall be compensated at the rate of two times (2x) their regular hourly rate for hours worked in excess of twelve (12) continuous hours.
- (3) For hours worked in excess of regularly scheduled hours in a day when the employee is called back to work after completing the regularly scheduled work period.
- (4) For any hours worked on a County Board approved holiday in addition to regular holiday pay.
- (5) For hours worked on Saturday during the normal workweek; however for hours worked on Sunday, employees shall be compensated at a rate of two times (2x) their regular hourly rate of pay.

The Employer agrees to create an "overtime comp bank," which shall consist of hours earned as set forth in paragraphs 1 through 5 above, which will permit employees to accumulate a "comp bank" of up to forty (40) hours for employee use throughout the contract year.

## 10.6 "Time-Worked" Inclusions

Holiday, vacation, jury duty, sick leave and funeral leave, paid hours shall count as "time worked" for purposes of calculating overtime.

## 10.7 No Pyramiding of Overtime

There shall be no pyramiding of overtime.

## 10.8 Call-Back/Call-In Pay

An employee called in or back, for work in excess of work comprising his normal workday or workweek, shall receive a minimum of four (4) hours' work at the applicable overtime rate if sent home upon arrival; however, if the employee is put to work, he shall receive a minimum of four (4) hours' work at the applicable overtime rate. All employees shall be required to sign in and out.

This section is not intended to apply when employees work hours which are in excess of the normal workday but which are contiguous to his regular work shift.

**Example 1.** The regular shift commences at 7:00 a.m. and the employee is called in at 5:00 a.m. and continues to work until 7:00 a.m. and then commences his regular 7:00 a.m. shift. The employee would receive 2 hours' pay at 1-1/2 times the regular rate.

**Example 2.** The employee's regular shift ends at 3:30 p.m. and the employee is held over until 5:00 p.m. The employee would receive 1-1/2 hours' pay at 1-1/2 times the regular rate.

**Example 3.** The employee's shift ends at 3:30 p.m. The employee goes home. The employee is called at home and returns to work at 6:00 p.m. The employee works until 8:00 p.m. and is sent home. The employee receives 4 hours of pay at 1-1/2 times the regular rate.

**Example 4.** The employee's shift ends at 3:30 p.m. The employee is held over until 5:00 p.m. and then goes home. The employee is called at home and returns at 1:00 a.m. and works until 4:00 a.m. The employee goes home and returns at 7:00 a.m., the regular shift time. The employee would receive 1-1/2 hours at 1-1/2 times the regular rate for the hours worked until 5:00 p.m. The employee would receive 4 hours at 1-1/2 times the regular rate for the hours between 1:00 a.m. and 4:00 a.m.

When half (1/2) group call outs are made and a vacancy exists, such vacancy shall be offered to full-time employees, before part-time employees are utilized.

## 10.9 Overtime Records and Distribution

Overtime records shall be posted and maintained. Overtime records shall be provided to the Union on a monthly basis. Overtime assignments shall be distributed as equally as practicable among qualified personnel.

## Article 11.

### Wages

#### 11.1 Wages

Effective as of April 1, 2006, each employee on the payroll of the Employer on that date and within the job classifications as set forth in Schedule A and Schedule B shall receive the straight-time hourly rates of pay as set forth therein.

#### 11.2 Deduction From Wages

The amounts listed in Schedule A and Schedule B shall be gross pay. Nothing contained in this Agreement is intended to alter the current method of deducting amounts from employee compensation mandated now or at any time during the course of this Agreement, by federal or state statute or regulation. These items include, but are not limited to, the following: federal and state income tax, FICA payments, IMRF contributions and Health and Welfare contributions. In addition, nothing contained in this Agreement is intended to prevent the deduction from an employee's wages of any amount for any purpose under the terms of an order of a Court of competent jurisdiction.

## Article 12.

### Seniority

#### 12.1 Definition

(a) "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in any capacity in the Highway Department.

(b) "Classification Seniority" is defined as the length of time an employee has worked in a specific job classification within the Highway Department.

#### 12.2 Accrual

(a) An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his last hire.

(b) Bargaining Unit seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave, provided that the employee returned to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months or the length of an employee's continuous employment, if the employee is recalled into employment; and during a sick leave of up to six (6) months.

(c) Classification seniority shall accrue during the periods specified in (b) above and during the time an employee works in a specific job classification.

### **12.3 Loss of Seniority**

An employee's seniority shall be lost when he:

- (a) Terminates voluntarily.
- (b) Is discharged for just cause.
- (c) Willfully exceeds an official leave of absence.
- (d) Is laid off for a period of six (6) consecutive months or a period exceeding the length of the employee's continuous service, whichever is less.
- (e) Fails to return to work on a recall from layoff, with a reasonable time after the Employer has sent notice to him to return by letter or telegram to the last address furnished to the Employer by the employee, unless the employee has a valid reason for inability to respond.

### **12.4 Application**

- (a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length or service is a factor pursuant to this Agreement.
- (b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

### **12.5 Layoff**

- (a) In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of their classification seniority.
- (b) In the event an employee is scheduled to be laid off in one classification and there exists a vacant position in another classification which the employee has the ability to perform, then bargaining unit seniority shall prevail in assigning such employees scheduled to be laid off to such vacant jobs.

### **12.6 Recall**

- (a) Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no employee in that classification has recall rights, then the laid-off employee with the most bargaining unit seniority will be recalled if he has the ability to do the work, and, if not, the next senior employee will be recalled, and so on.
- (b) Probationary employees who have been laid off have no recall privileges.



update -

Health DOT

ded code -

deactivate ~~once~~ once 4/1/08

6/1/08 start date

Article 13.  
Health and Welfare

13.1 Coverage

The County, on behalf of each employee covered by this Agreement will provide and forward the following weekly contributions on behalf of covered employees to the Suburban Teamsters of Northern Illinois Health and Welfare Fund towards the maintenance of the Union's Class "D" Health and Welfare Program:

<u>Effective Date</u>	<u>Contribution</u>
April 1, 2006, or as requested by the Union after that date.	A maximum of \$215.75 per week for each covered employee on the payroll effective March 31, 2006.
April 1, 2007, or as requested by the Union after that date.	A maximum of \$241.60 per week for each covered employee on the payroll effective March 31, 2007.
April 1, 2008, or as requested by the Union after that date.	A maximum of \$270.45 per week for each covered employee on the payroll effective March 31, 2008.

↓  
add  
Benefit  
Plan  
Cost

\$85.975 NW 1, 2, 8

The Employer's weekly contribution set forth in the table above shall be the maximum contribution for the term of this Agreement; however, it is agreed by the parties herein that the employees shall contribute, and the County will forward to the Suburban Teamsters of Northern Illinois Health and Welfare Fund, as follows towards the cost of the employee's individual program and that the Employer shall not be required to contribute any sum in excess of the actual weekly cost of the Class "D" Program or any other program elected by an employee:

Effective April 1, 2006, each employee shall contribute a total of thirty-nine dollars and twenty-five cents (\$39.25) per week; effective April 1, 2007, each employee shall contribute a total of forty dollars and forty cents (\$40.40) per week; and effective April 1, 2008, each employee shall contribute a total of forty one dollars and fifty-five cents (\$41.55) per week. = 90.025 - NW 1, 2, 8

County and employee contributions for the Suburban Teamsters of Northern Illinois Health and Welfare Fund are to commence thirty (30) days after the first date of hire. It is further agreed that covered employees may individually and voluntarily increase the level of insurance coverage by executing a withholding authorization which directs the County to withhold the authorized funds from their payroll checks; such funds shall also be forwarded to the Fund.

$$41.55 \times 52 = 2160.60 \div 24 = 90.025$$

$$2160.60 - 355.48 = 1805.12$$

$$1805.12 \div 21 = 85.96$$

355.48 per person  
as of 4/1/08

**Article 14.**  
**Vacations**

**14.1 Vacation Entitlement**

All full-time, covered employees, who are not ineligible pursuant to Section 14.2 of this Article, shall be entitled to accumulate vacation time in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Days Earned</u>
1 year through 4 years, inclusive	10 days
5 years through 14 years, inclusive	15 days
15 years or more	20 days

**14.2 Vacation Eligibility**

Every full-time, covered employee shall be eligible to take paid vacation during the vacation period (April 15th to November 15th, inclusive) after completion of twelve (12) months of continuous service. The vacation period for an eligible employee will be computed as of his anniversary date. If an employee is in continuous services of the Employer for one (1) year but less than five (5) years, he is entitled to ten (10) vacation days; continuous service of five (5) years but less than fourteen (14) years, entitles the employee to fifteen (15) vacation days; and continuous service of fifteen (15) years or more, entitles the employee to twenty (20) vacation days.

In determining length of service only time actually worked shall be considered. No credit shall be allowed while on layoff, unpaid leaves of absence, suspensions for just cause, or while engaged in conduct violative of this Agreement's "No Strike-No Lockout" Provisions (Article 20).

**14.3 Vacation Pay**

The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

**14.4 Holidays During Vacation**

In the event a holiday occurs during the period when an employee is on an approved vacation leave, such holiday is considered as a holiday and shall not be counted as part of the employee's vacation. The employee shall receive an additional consecutive vacation day benefit, or be paid for the holiday in addition to his regular vacation day benefit, at the election of the Director.

**14.5 Request for Vacation**

The vacation year for each employee shall be the twelve (12) month period following the anniversary date of employment of the employee. Vacations accrued in accordance with the

schedule herein shall be taken in the vacation year following accrual between April 15 and November 15. Vacation time not used during the vacation year may not be accumulated for use during any succeeding year. In order to assure the orderly performance and continuity of services, each eligible employee wishing to schedule a vacation leave should request such leave as far in advance as reasonably possible, but no later than April 1st of the vacation year. Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee, giving due consideration to seniority. However, because of the nature of the work and the requirement that the orderly performance and continuity of services be maintained, it may be necessary to limit (based on the Director's sole discretion) the number, or prohibit employees from taking vacations, during a particular period or at the same time. Should operating conditions not permit an employee(s) to take vacation, vacation pay, nevertheless, will be granted and employees continuing to work will be paid at their regular rates. Should operating conditions permit, employees may utilize earned vacation time in one (1) day increments.

#### 14.6 Pay for Unused Vacation Upon Separation

Any covered employee who is separated from employment (resignation, death, retirement, or discharge) shall be compensated at the next scheduled pay period, for all unused vacation time accumulated, at his regular straight-time hourly rate of pay at the time of separation. In addition, separated employees who have completed one (1) or more years of continuous service shall receive the following additional pro rata vacation benefit based on the following formulae:

<u>Total Years of Employment</u>	<u>Additional Pro Rata Benefit</u>
1 through 4 years, inclusive	Receives upon termination a pro rata of accrued vacation pay on the basis of 6-2/3 hours' pay for each additional month worked for which no vacation has been taken or paid.
5 years through 14 years, inclusive	Receives upon termination a pro rata of accrued vacation pay on the basis of 10 hours' pay for each additional month worked for which no vacation has been paid.
15 years or more	Receives upon termination a pro rata of accrued vacation pay on the basis of 13-1/3 hours' pay for each additional month worked for which no vacation has been paid.

#### **14.7 County Job Classification Revisions**

During the term of this Agreement, all vacation benefit improvements granted to non-union Kane County employees covered by the Kane County Job Classification System shall automatically be incorporated herein and available to eligible employees covered by this Agreement.

### **Article 15. Holidays**

#### **15.1 Holiday Designation**

Annually, the Executive Committee of the Kane County Board specifies the number and holidays for all non-court related offices of the County of Kane. Said Board holiday number and specification, as amended from time to time, is hereby incorporated herein as the holiday schedule for the term of this Agreement.

#### **15.2 Holiday Observance**

Except for employees whose regularly-scheduled workweek includes Saturday and/or Sunday, holidays that fall on Saturday will be observed the day before on Friday, and holidays that fall on Sunday will be observed the day after on Monday.

#### **15.3 Holiday Eligibility**

All full-time, covered employees are eligible for holiday pay. All full-time, covered employees, who are on an authorized leave of absence, not to exceed thirty (30) days, who were not eligible for holiday pay and were not so paid, shall be eligible to receive holiday pay if they return to work within thirty (30) days from the date of the holiday's observance.

#### **15.4 Holiday Pay**

All full-time, covered employees shall receive eight (8) hours' pay at their normal straight-time rate for all scheduled holidays. Except as set forth herein, employees who work on a scheduled holiday shall be compensated at a rate of one and one-half (1-1/2) times their regular hourly rate of pay; provided, however, that employees who work on Christmas Day, New Year's Day, Martin Luther King's Birthday and Lincoln's Birthday shall be compensated at a rate of double (2) times their regular hourly rate of pay.

#### **15.5 County Job Classification Revisions**

During the term of this Agreement, all holiday benefit improvements granted to non-union Kane County employees covered by the Kane County Job Classification System shall automatically be incorporated herein and available to eligible employees covered by this Agreement.

**Article 16.**  
**Sick Leave**

**16.1 Allowance**

It is the policy of the County to provide protection for its covered, full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for one-day vacations or to extend vacation periods or holidays.

**16.2 Sick Leave Accumulation Rate**

Every full-time, covered employee, who has completed twelve (12) months of continuous service as of April 1st of the applicable sick leave year, shall be credited with forty-eight (48) hours of sick leave as of that April 1st date. Every full-time, covered employee who has completed less than twelve (12) months of continuous service as of April 1st of the applicable sick leave year, shall accrue sick leave at the rate of four (4) hours for each completed month of service, with a maximum of forty-eight (48) hours during any applicable sick leave year.

“Sick Leave Year” is defined as the period between April 1st of the present year up to and including March 31st of the coming year.

**16.3 Maximum Sick Leave Accumulation**

Covered employees may accumulate a yearly, total (maximum) of six (6) days or forty-eight (48) hours of sick leave credit.

**16.4 Sick Leave Eligibility Requirements**

Employees shall start to accumulate sick leave credit as of their date of employment and shall be eligible for said sick leave absences after completion of their probationary period.

**16.5 Sick Leave Utilization Requirements**

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for personal injury, or disability, or maternity, medical, and extended duty injury leaves.

**16.6 Sick Leave Pay**

The rate of sick leave pay shall be the employee’s regular straight-time hourly rate of pay in effect for the employee’s regular job at the time the sick leave is being taken.

**16.7 Sick Leave Notification**

It is the responsibility of each employee requesting paid sick leave to timely notify the Director. Sick leave notification must be made for each workday that paid sick leave is being requested.

#### 16.8 Sick Leave Approval

The Director may approve or deny an employee's sick leave request and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

#### 16.9 Pay for Unused Sick Leave

Employees shall be paid one (1) hour pay, at the employee's regular straight-time hourly rate as of the applicable April 1st calendar date, for each hour of unused sick leave benefit, i.e., receive one (1) hour of pay for every hour of unused sick benefits that is accumulated at the end of the benefit year.

#### 16.10 IMRF

This Article is expressly subject to the sick leave provisions of the laws and regulations governing the Illinois Municipal Retirement Fund (IMRF).

### Article 17.

#### Adoption of Certain County Provisions

The following provisions of the Kane county Code, as amended from time to time, and as set forth in the Kane County Personnel Policy Handbook, as revised from time to time, are incorporated herein to the extent they do not conflict with the Articles of this Agreement:

Kane County policies, eligibility requirements, rules, regulations, procedures, IMRF leave of absence authorization and disability benefits relative to Family and Medical, personal, military, educational and Workers' Compensation leaves of absences; failure to return from leaves of absences; policies involving covered employee statements relative to Division of Transportation accidents and litigation.

### Article 18.

#### Leaves of Absences

#### 18.1 Funeral Leave

In the event of a death in a covered employee's immediate family, the employee will be allowed a leave of absence. Employees will be allowed up to three (3) days leave with pay, at straight time, for time actually lost. Immediate family members are defined as including the employee's children(including step and guardian) father, mother, spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law and grandparents.

#### 18.2 Jury Duty Leave

All covered employees called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay for such purposes. Actual lost time from work, as a result of the aforementioned service, will be paid up to a limit of ten (10) consecutive days, except for jury service, wherein all lost time shall be compensated. Such supplemental pay will be limited to a maximum of eight (8) hours per day. Supplemental

pay will be limited to actual loss of earnings and will not be paid if the time of service occurs on a non-scheduled workday.

### **18.3 Military Leave**

Military leave shall be granted in accordance with applicable law.

### **18.4 Workers' Compensation Leave**

All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a workers' compensation leave. Participating employees should apply for IMRF Disability Benefits if eligible.

### **18.5 Health Care Coverage During A Leave Of Absence**

If covered by the County's Plan, group hospitalization coverage will continue for up to six (6) months. The employee portion of the payment for this coverage must be received in the County Auditor's office no later than the fifteenth of each month during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.

## **Article 19. Pensions**

During the term of this Agreement, covered employees shall continue to participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with, and subject to, the provisions of the statutes of the State of Illinois now applicable or as may hereafter be amended.

## **Article 20. No Strike - No Lockout**

### **20.1 Strike Prohibited**

No employee shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement.

### **20.2 Prohibition of Union Participation**

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, cessation or stoppage or interruption or work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

### 20.3 Union Liability and Duty

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(a) Advise the employer in writing that such action by the employees has not been called or sanctioned by the Union.

(b) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

(c) Post notices at Union Bulletin Boards advising that it disapproves of such action and instructing employees to return to work immediately.

### 20.4 Discharge for Violation

The Employer may discharge or discipline any employee who violates Section 20.1 and the Union will not resort to the Grievance Procedures on such employee's behalf.

### 20.5 No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

### 20.6 Further Discipline

The Employer shall have the sole and complete right to immediately further discipline or discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work in violation of this Agreement, and such employees shall not be entitled to or have any recourse to the grievance procedure. The suspension or discharge herein referred shall be uniformly applied to all employees participating in such unauthorized activity. The employer shall have the sole right to schedule the employee's period of suspension.

### 20.7 Employer's Judicial Remedies

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

## Article 21. Union Security

The County of Kane agrees that during the term of this Agreement it shall be a condition of employment that all present and future employees covered by this Agreement become members of the Union upon completion of their probationary period, or pay a reasonable service charge for representation by the Union pursuant to the Fair Share Agreement contained herein. An employee who fails to become or remain a Union member in good standing, or fails to pay his fair share for Union representation, shall be notified by mail at his last known address of his



arrearage. Any such employee shall have twelve (12) days from the date of mailing to adjust any arrearage in dues or service fees. Any employee who fails to comply with the twelve (12) day period shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Union. The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

### **21.2 Checkoff**

The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such Employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the Employee, the same is to be furnished in the form required.

### **21.3 Fair Share Deductions**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the nonmember employees and shall be remitted each payday to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share shall not exceed dues uniformly required to Union members.

### **21.4 Religious Exemption**

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

### **21.5 Notice and Appeal**

The Union agrees to provide Fair Share notices and appeal procedures to employees in accordance with applicable law.

### **21.6 Indemnification**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

**Article 22.**  
**Alcohol And Drug Testing**

The County agrees to abide by any and all State of Illinois and/or United States Department of Transportation regulations relative to alcohol and drug testing. The agreed upon policy is attached as Appendix A.

**Article 23.**  
**Safety Committee**

The Employer shall create and implement a Safety Committee. Two (2) Union members and two (2) County Highway Department management personnel shall constitute the "Safety Committee." Such Committee shall meet on a quarterly basis in order to discuss safety issues and ways to better/improve safety policy and procedures.

**Article 24.**  
**Partial Invalidity of Agreement**

It is not the intent of either the Employer or the Union to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Employer and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of the Agreement. The Employer and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations, the parties agree to submit the issue to final and binding grievance resolution. The grievance panel shall render decisions only on the specific issue submitted and shall have no authority to change or abrogate other conditions of this Agreement.

**Article 25.**  
**Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifyingly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 26.  
Term and Signature

**26.1 Term of Agreement**

This Agreement shall be effective from April 1, 2006, and shall remain in full force and effect until March 31, 2009. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not less than one hundred and twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**26.2 Continuing Effect**

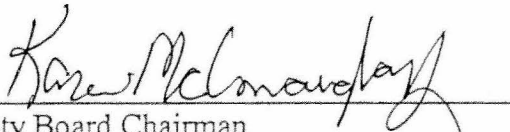
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Grievances are continuing for a new Agreement or part thereof between the parties.

**26.3 Procedure on Notice of Termination**

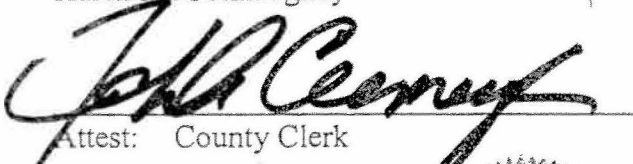
The parties agree that if either side decides to reopen negotiations upon termination, make any changes in the Agreement, the other party may so notify the other at least one hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet no later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

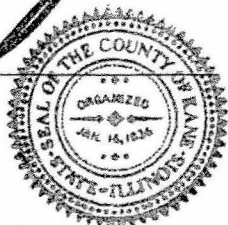
FOR THE EMPLOYER:



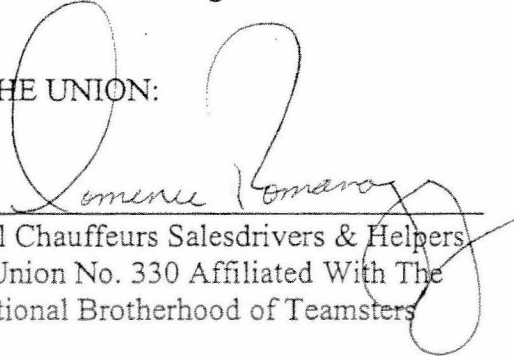
County Board Chairman  
Karen McConaughay

  
Attest: County Clerk

Date: 7/13/06



FOR THE UNION:



General Chauffeurs Salesdrivers & Helpers  
Local Union No. 330 Affiliated With The  
International Brotherhood of Teamsters

Date: 7/6/2006

**SCHEDULE A**  
**WAGE RATES**

Effective April 1, 2006, the base rate of all employees on the payroll as of March 31, 2006 shall be increased as follows:

<b><u>April 1, 2006</u></b>	<b><u>Hourly Rate</u></b>
Mechanic I	\$23.07
Mechanic II	\$24.16
Mechanic III	\$24.95
Highway Maintainer I	\$22.63
Highway Maintainer II	\$23.36
Highway Maintainer III	\$23.64
Tech I	\$25.08
Inventory Manager	\$23.64

<b><u>April 1, 2007</u></b>	<b><u>Hourly Rate</u></b>
Mechanic I	\$23.76
Mechanic II	\$24.88
Mechanic III	\$25.70
Highway Maintainer I	\$23.30
Highway Maintainer II	\$24.06
Highway Maintainer III	\$24.35
Tech I	\$25.83
Inventory Manager	\$24.35

<b><u>April 1, 2008</u></b>	<b><u>Hourly Rate</u></b>
Mechanic I	\$24.48
Mechanic II	\$25.63
Mechanic III	\$26.47
Highway Maintainer I	\$24.00
Highway Maintainer II	\$24.78
Highway Maintainer III	\$25.08
Tech I	\$26.61
Inventory manager	\$25.08

**SCHEDULE B**  
**STARTING RATES**

**HIGHWAY MAINTAINER I**

April 1, 2006 through March 31, 2007:	\$20.81 per hour
April 1, 2007 through March 31, 2008:	\$21.44 per hour
April 1, 2008 through March 31, 2009:	\$22.08 per hour

After (6) months of satisfactory performance, the employee will be at the Highway Maintainer I rate.

**MECHANIC I**

April 1, 2006 through March 31, 2007:	\$21.23 per hour
April 1, 2007 through March 31, 2008:	\$21.86 per hour
April 1, 2008 through March 31, 2009:	\$22.52 per hour

After (6) months of satisfactory performance, the employee will be at the Mechanic I rate.

APPENDIX A

DRUG POLICY

(TO BE ATTACHED)

26

## APPENDIX B

Regarding "snowbirds," the Understanding reached on June 30, 1998 (contained in a letter so dated to the Union and attached hereto) will remain in effect except that paragraph number 2, the first sentence, shall be deleted and the following substituted: "The Division of Transportation agrees it will not layoff employees for the purpose of hiring snowbirds who may then work during the period of December through the end of March."

### APPENDIX C

The Employer has developed promotional tests. Employees will be permitted at reasonable intervals (6 months or more) to take or retake the tests.

Before the current promotional tests are changed, the changes must be mutually agreed to by the Employer and Union. If not agreed upon, the proposed change in the test will be given to an independent mutually selected arbitrator for review and opinion.

The parties agree that if an employee has qualified through testing to become a Highway Maintainer II, he will retain this classification during his employment with the Employer.

The Employer will provide training in each testing area prior to the test being administered.

4

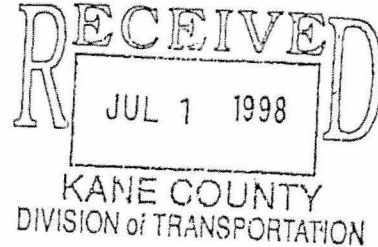


# L M D B L T

Laner Muchin Dombrow Becker Berlin Tomlinberg

L T D

June 30, 1998



VIA FACSIMILE & U.S. MAIL

Mr. Donald Smith  
Recording Secretary  
General Chauffeurs, Salesdrivers  
and Helpers, Local No. #330  
2400 Big Timber Road, Building B, Suite 201  
Elgin, IL 60123

Re: Kane County, Division of Transportation  
(Foreman, and Snowbirds)

Dear Don:

Based on our recent discussions, and past negotiations between the County and the Union, this letter will confirm that we have reached an agreement to resolve our two (2) outstanding grievances in the following manner:

1. The Division of Transportation will not proceed with the foreman issue which was previously discussed with the Union. If there is any contemplated change in the future, we will contact the Union in advance.

2. The "snowbird" program will work as follows: Only when the Division of Transportation has a full employee complement (34 full-time employee), may it then hire up to an additional six (6) "snowbirds" during the period of December through the end of March. Currently, they would be paid the applicable starting rate, without benefits. The Division of Transportation would be willing to meet with the Union and employees at the beginning of the winter season to discuss schedules and routes to assure that full-time employees are comfortable with the arrangements, schedules, and contemplated routes. This would alleviate any concerns about unfairness.

Also, regular full-time employees would be given priority for all overtime work. However, the Division of Transportation would always take into account employee safety in making overtime assignments. This means that no employee should be required to work excessive hours without an opportunity for adequate rest. (Typically employees are given at least the amount of rest required by applicable regulations of the Illinois Department of Transportation or other governmental regulatory agency) This practice of insuring employee safety would continue with the use of "snowbirds."

515 North State Street Suite 2800 Chicago Illinois 60610.4324

Phone 312.467.9800 Fax 312.467.9479

William L. Becker Thomas Bradley Robert H. Brown Jeffrey P. Carren Violet M. Clark James J. Convery Anthony E. Dombrow  
Jeffrey S. Fowler Joseph M. Gagliardo Scott A. Gore Mark L. Juster Michael Klupchak Richard W. Laner  
Robert S. Leitchinger Alan M. Levin Arthur B. Muchin Jill P. O'Brien Jane E. Shaffer Neil P. Stern Carl S. Tomlinberg  
James F. Vanek Thomas Vasiljevich Gary A. Wincek Joseph H. Yastrow

Shavaun Adams-Taylor Mark W. Bennett Robert T. Bernstein Beth A. Clukey Jennifer A. Coyne Deborah Glaser Chagal Andrew S. Goldberg  
Maureen A. Gorman Gregory R. James, Jr. Linda J. Lemel Jennifer A. Naber Clifford R. Perry III Marc J. Siegel Rachel Levitt Sollinger  
Retired of Counsel Isaiah S. Dorfman Herman J. DeKoven Seymour Cohen  
Lawrence F. Doppelt (1935-1979)

L M I D B L T  
Laner Muehlen Dombrowski Becker Deegan Tominberg

L T D.

Mr. Donald Smith  
June 30, 1998  
Page 2

During the December through March period, "snowbirds" would perform general tasks at the Division of Transportation. This would then allow some regular full-time employees the ability to take some vacation or time off during the winter period. This was not previously granted to full-time employees and would provide a benefit that had never before been available.

Please note that any suggestion that the "snowbirds" be used strictly on an "on call" basis only is totally unworkable. It is virtually impossible to find anyone who would remain "on call" only during a snow emergency, with only a chance of being called to work for a few hours. Moreover, for safety, efficiency, and consistency of operations, it is necessary for employees to work together on a regular basis to learn the intricacies and methods of the operation. This could not be accomplished if "snowbirds" were only available on an "on call" basis.

As the winter season nears, any input from the Union or employees regarding persons who would be qualified to be "snowbirds" would be much appreciated.

With the resolution of these two (2) items stated above, all pending grievances will have been resolved at the Division of Transportation.

Please contact me immediately in writing if you disagree with the resolution stated above. Your professionalism in resolving these issues is very much appreciated.

Sincerely,

Carl S. Tominberg

CST/bab

cc: Michael McCoy  
Karen Steve-McConnaughay  
Jan Carlson  
Jeff Dailey  
Sheila McCraven

to submit to tests for alcohol and controlled substances if there is a reasonable suspicion that you have engaged in any conduct prohibited by D.O.T. regulations. Reasonable suspicion is based on specific, contemporaneous behavior such as your appearance, behavior, speech, body odor or observations that indicate the chronic and withdrawal effects of controlled substances. Conditions of reasonable suspicion must be documented by an Employer representative, and a copy given to the employee at the time s/he is ordered to submit to testing. Third party reports shall not constitute reasonable suspicion without specific observation and documentation by an Employer representative.

A supervisor trained to determine reasonable suspicion will decide whether you should be tested. This supervisor has completed a training course covering the physical, behavioral, speech and performance indicators of probable alcohol misuse and the use of controlled substances.

Alcohol tests will be conducted within two (2) to eight (8) hours after a supervisor has determined that there is reasonable suspicion to test you. If requested, an employee has the right to meet and confer with a Union representative after submitting a specimen of breath or urine, if the representative can be there within one (1) hour after the specimen has been given. If the alcohol test is not completed within eight hours, you will not be allowed to perform safety-sensitive functions until:

- a. You take an alcohol test and the alcohol concentration measures less than 0.02; or
  - b. Twenty-four (24) hours have elapsed following the determination of reasonable suspicion, whichever occurs first.
- E. Return to duty testing. If you engage in any conduct prohibited by the D.O.T. regulations, you must be removed from all safety-sensitive functions.
- F. Follow-up testing. If you are returned to duty after engaging in any conduct prohibited by the D.O.T. rules, and you were required to undergo treatment, you will be subject to follow-up testing for up to 60 months after you return to duty.

6. WHY IS TESTING NECESSARY?

A. EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES

The misuse of alcohol and the use of controlled substances can have negative effects on your health, work and personal life. Even if you are not abusing drugs or alcohol, you are affected by those who do. The higher costs you pay for insurance, medical treatment, and materials and services can be traced to drug and alcohol abuse.

B. SIGNS AND SYMPTOMS OF AN ALCOHOL OR DRUG PROBLEM

1. Alcohol

SIGNS AND SYMPTOMS OF ALCOHOL MISUSE<sup>2</sup>

*SLURRED SPEECH	*DROWSINESS
*AGGRESSIVENESS	*COMA
*BLACKOUTS	*MEMORY LOSS
*SLOWED REACTIONS	*UNSTEADINESS
*IMPAIRED JUDGMENT	*SMELL OF ALCOHOL
*NAUSEA	*INCOHERENCE
*HOSTILITY	*SHORT ATTENTION SPAN

2. Drugs

a. Controlled Substances

The D.O.T. regulations require the County to test for five controlled substances: Amphetamines, Cocaine, Marijuana, Opiates and Phencyclidine (PCP).

(1) Amphetamines. Amphetamines stimulate the central nervous system. They are often used to combat drowsiness. Using amphetamines impairs your ability to perform activities which require mental alertness or physical coordination, such as operating machinery or driving a vehicle.

SIGNS AND SYMPTOMS OF AMPHETAMINE USE

*NERVOUSNESS	*IRRITABILITY
*EXHAUSTION	*SWEATING
*GRINDING TEETH	*LOSS OF APPETITE
*DRY MOUTH	*EXCESSIVE TALKING

(2) Cocaine. Cocaine also stimulates the central nervous system. It gives the user a sense of well-

---

<sup>2</sup> The effects of alcohol vary depending on many factors including body weight, age, gender, stomach content, and physical condition. The degree of impairment and the effect on the individual increases as more alcohol is ingested.

being or euphoria, known as a high. The high lasts from 10 to 60 minutes. Crack cocaine is more potent than powdered cocaine, and the high lasts only 5 to 8 minutes. Using cocaine affects your driving by slowing down your reaction time, distorting your vision and depth perception, and affecting your ability to measure time and distance.

SIGNS AND SYMPTOMS OF COCAINE USE

\*MOOD SWINGS      \*WEIGHT LOSS      \*HYPERSENSITIVITY  
\*RESTLESSNESS    \*NOSE BLEEDS      \*RUNNY NOSE

(3) Marijuana. Marijuana is a depressant and mind altering drug. Marijuana does not affect the central nervous system; it works on the brain. It causes hallucinations. Marijuana slows your reflexes and thought processes. Marijuana use distorts your vision and depth perception and affects your ability to measure time and distance.

SIGNS AND SYMPTOMS OF MARIJUANA USE<sup>3</sup>

\*DILATED PUPILS                      \*SLOWED REFLEXES  
\*GIDDINESS                              \*MOODINESS  
\*IMPAIRED VISION                      \*REDUCED CONCENTRATION  
\*SLOWED THINKING                      \*TRANCE-LIKE STATE  
\*MEMORY LOSS                          \*ODOR OF BURNING ROPE  
\*ROLLING PAPERS                        \*DRIED PLANT MATERIAL  
\*ROACH CLIP                             \*HASH PIPE

(4) Opiates. Opiates act as depressants on the central nervous system. Opiates are prescribed to relieve pain but are abused because they allow the user to relax and escape from the real world. Use of opiates affect concentration, vision and perception of time and distance. Use of opiates may have unpleasant side effects such as nervousness, nausea, restlessness, coma or death.

SIGNS AND SYMPTOMS OF OPIATE USE

\*CONFUSION                      \*SLURRED SPEECH                      \*HOSTILITY  
\*MEMORY LOSS                      \*EXCESSIVE TALKING                      \*EUPHORIA  
\*DROWSINESS                      \*DEPRESSION                              \*SWEATING

---

<sup>3</sup> Using marijuana with alcohol increases the effects of both. The effects of marijuana are unpredictable. The marijuana available today is more potent than that available in the 1960's. It also is likely to be laced with PCP or other dangerous chemicals.

- \*RED EYES                    \*DIZZINESS
- \*SHORT ATTENTION SPAN
- \*REDUCED FEELING OF PAIN

(5) Phencyclidine (PCP). Commonly known as angel dust, PCP is an anesthetic. Users of PCP may have hallucinations and exhibit signs of intoxication. PCP may also cause long-term psychotic behavior associated with violent acts. Use of PCP impairs coordination, may lead to more aggressive driving and a tendency to take greater risks while driving.

SIGNS AND SYMPTOMS OF PCP USE

- \*DELUSIONS                \*CONFUSION                \*FLASH BACKS
- \*PANIC                      \*ANXIETY
- \*INCREASED BLOOD PRESSURE

b. Test results that are below the following cut-off levels shall be reported as negative:

	<u>Initial</u>	<u>Confirmatory</u>
Marijuana metabolites	100 ng/ml	15 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Opiate metabolites	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Amphetamine	1000 ng/ml	500 ng/ml

c. Over-the-counter and Prescription Drugs

D.O.T. regulations do not allow you to take anything that can affect your ability to drive. If you take any medication that causes drowsiness, it is a violation of D.O.T. regulations to drive a commercial motor vehicle. The County therefore has a right to require that you inform them whenever you are using a medication that may impair your ability to perform safety sensitive functions. If you choose not to reveal the name of the particular medication being used, you may be required to produce a physician's statement that the medication will not impair your ability to perform safety sensitive functions before you are allowed to return to work.

d. Intervention

If you suspect that you or a co-worker has a problem with alcohol or drugs, there are several steps you can take. You may speak to your co-worker in a non-confrontational way about your suspicions. If you choose this method, do not make accusations. Be as objective as possible and stick to concrete examples of behavior.

Suggest that your co-worker seek help from the County's Employee Assistance Program (EAP).

If you suspect that you have a problem with drugs or alcohol, you may seek help from the EAP.

7. WHAT ARE THE TESTING PROCEDURES?

The D.O.T. testing procedures are designed to protect the CDL holder by carefully maintaining the integrity of the testing process. Further, the procedures safeguard the validity of the test results to assure that those results are attributed to the correct person. This section, although not all inclusive, will explain the collection procedures for drug and alcohol testing, and explain the precautions taken to ensure that the results are correct.

A. DRUG TESTING PROCEDURES

1. The Collection Process

a. When asked to report for a drug test, you will be sent or taken to an approved collection site. The collection site personnel will obtain the urine sample and forward it to a drug testing laboratory accredited by the National Institute of Drug Abuse (NIDA) as meeting Department of Health and Human Services (HHS) standards.

The collection site procedures are designated to ensure that the specimen has not been adulterated, contaminated or tampered with in any way. Only you and authorized collection site personnel will handle the specimen.

b. When you arrive at the collection site, you must provide proof of your identity. This may be in the form of a photo identification card such as your County identification card or drivers license. If a County supervisor has accompanied you to the site, the supervisor may verify your identity. The collection site personnel will not proceed with the collection until you are positively identified.

c. Once your identity is established, you will be asked to remove all unnecessary clothing and to wash your hands. This ensures that you cannot hide or conceal anything which may contaminate or adulterate the urine specimen. It also ensures that you did not bring urine donated by someone else.

d. You will be given a container and asked to provide a specimen. You will be allowed to go into the restroom or stall alone to provide the specimen, although the collection site personnel will be nearby. The water in the toilet will have been dyed and there will be no access to a workable

faucet.

e. After you have provided the specimen, you will give it to the collection site personnel. The specimen will remain within your view at all times until it has been sealed in the proper shipping container. The collection site personnel will only process one specimen at a time to prevent mislabelling of the specimen.

Prior to sealing the container, the collection site personnel will perform visual inspections and temperature checks to ensure that the specimen has not been contaminated.

f. The specimen will be poured into two bottles and sealed with evidence tape. Your name, identifying number, the date, and other information will be written on the tape. You will be asked to sign or initial the tape, to guarantee that it is the specimen you provided. Collection site personnel will complete chain of custody and control forms and place them in envelopes with the urine bottles containing your specimen. The bottles and forms will be shipped to a NIDA certified lab for testing.

g. If the collection site personnel receive a specimen that does not appear to be the right color or temperature, you will be asked to provide another specimen. If this happens, a person of the same sex will accompany you into the bathroom and watch you as you give the specimen. The same procedures for inspecting, sealing and initialling the specimen will be followed. Both this sample and the one suspected of being adulterated will be sent to the NIDA certified lab for testing.

## 2. Testing the Sample

a. When the specimen arrives at the laboratory, it is checked for signs of tampering. If any discrepancies are noted, the specimen will not be processed and the lab may ask you to provide another sample. If, however, everything is in order, processing will begin.

b. The lab will assign an assession number to your sample. The assession number allows the lab to track your specimen. Your assession number is unique to your specimen and is yet another safeguard to ensure that the sample is yours.

c. The lab will inspect the sample for signs of contamination or adulteration. The lab will visually inspect the sample and test its specific gravity. If the specific gravity is not within normal limits, or if there are other discrepancies, no test will be performed. The lab may ask you



to provide another sample.

If a new sample is requested by the lab, the collection site personnel will observe you as you give the sample, to ensure that you are not adulterating or contaminating the sample.

d. Your urine specimen will undergo an initial screening test. This test is called an immunoassay test.

e. If the immunoassay is positive, your specimen will be subjected to a second test called the Gas Chromatography/Mass Spectrometry or GC/MS. The GC/MS is the most sensitive and accurate drug test available. Courts of law have determined that a positive screening test which is confirmed by the GC/MS is proof of drug use.

f. NIDA certified labs are required to maintain all positive samples in locked frozen storage for a certain period of time. The specimens are retained so that they can be retested if necessary.

### 3. The Medical Review Officer (MRO)

The MRO is a licensed physician (M.D. or D.O.) responsible for receiving laboratory results generated by the drug testing program and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant bio-medical information. The laboratory will send all test results to the MRO. The actual test results are never sent to the County.

The MRO reviews all positive test results, checks medical records and interviews the CDL holder to determine whether there is a legitimate reason for the result. If the MRO finds there is a legitimate reason for the positive test result, the MRO will report your test results as negative to the County.

If your test is positive, and the MRO is unable to contact you within 24 hours, the MRO will contact the County and request that you be told to contact the MRO. The MRO will not tell the County why he or she wants to talk to you. The County will contact you and tell you to contact the MRO within 24 hours. If you fail to contact the MRO within the allotted time, the MRO will notify the County that your test results are positive.

### B. ALCOHOL TESTING PROCEDURES

The D.O.T. regulations require the use of breath analysis

to determine whether alcohol is present in the body, and if so, the amount. Alcohol concentration is measured by a computerized instrument called a breathalyzer. Breathalyzer results are used in courts as evidence in driving while intoxicated (DWI) or driving under the influence (DUI) proceedings.

The person administering the breath alcohol test is trained on how to use the machine and interpret the results. Because the breath alcohol results are printed automatically by the machine, the MRO is not involved. To take the test, you simply blow into a tube.

If the results of the initial test are 0.02 or higher, you will be asked to take a confirmation test 15 to 20 minutes later. During the waiting period, you will be asked not to eat or drink anything.

If the confirmation test indicates a breath alcohol level of 0.02 or greater but less than 0.04, you will not be allowed to perform any safety-sensitive functions for 24 hours. If your breath alcohol level is 0.04 or greater, you will not be allowed to perform safety-sensitive functions.

8. WHAT IS A REFUSAL TO SUBMIT TO AN ALCOHOL OR CONTROLLED SUBSTANCE TEST?

A. REFUSAL TO SUBMIT TO AN ALCOHOL OR CONTROLLED SUBSTANCE TEST INCLUDES:

1. Failure to provide adequate breath for testing without a valid medical explanation;
2. Failure to provide adequate urine for controlled substances testing without a genuine inability to provide a specimen as determined by a medical evaluation;
3. Engaging in any conduct that clearly obstructs the testing process.

9. WHAT HAPPENS IF YOU HAVE AN ALCOHOL CONCENTRATION OF 0.02 OR GREATER, BUT LESS THAN 0.04?

If you are tested under D.O.T. regulations and have an alcohol concentration of 0.02 or greater but less than 0.04, you cannot perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle until the start of your next regularly scheduled duty period or 24 hours following administration of the test, whichever is greater.

10. WHAT HAPPENS IF YOU VIOLATE THE D.O.T. REGULATIONS?

A finding that an employee has engaged in prohibited conduct as described in Section 4.A., 4.B. and 4.C. of this policy will constitute just cause for discipline, up to and including termination of employment. A finding that an employee has engaged in prohibited conduct as confirmed by a positive test at or above the level described in Section 6.B.2.b. of this policy will constitute just cause for discipline, up to and including termination of employment. A finding that an employee has engaged in prohibited conduct as described in Section 9 of this policy will constitute just cause for discipline, up to and including termination of employment.

If an employee's test is confirmed positive, the employee shall be notified of the laboratory's findings. Upon written receipt of the employee's intent to review and contest the results, the Employer shall cause a copy of the laboratory report, and all other documentation pertinent to the test that has been requested by the employee or his designee, to be forwarded to the employee or his designee, and the matter shall be settled in accordance with the Grievance Procedure of the collective bargaining agreement. If requested by the Union, an extension of 10 working days for filing a grievance will be granted by the Employer.

11. WHO CAN ANSWER QUESTIONS ABOUT THE D.O.T. REGULATIONS?

You may receive further information about the D.O.T. regulations by contacting Fred Robinson or your supervisor.

POLICY CERTIFICATION

All employees are required to certify in writing that they have been informed of the above policy and that s/he has received a copy of the policy.

Received by:

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE

### Highway Maintainers I, II, III

*Highway Maintainer I* is the starting classification for new hires assigned as maintainers.

Qualified employees advancing to *Highway Maintainer II* or *Highway Maintainer III* must pass a series of written tests and "hands-on" equipment operator evaluations. These consist of Operator Evaluations on three pieces of construction equipment and several classroom-only (written) tests described below. The results of the testing determine whether the employee stays at their current level or advances to a higher classification: Highway Maintainer II or Highway Maintainer III. Depending on how well the employee performs, it is possible to advance from a Highway Maintainer I directly to a Highway Maintainer III.

Operator Evaluations cover the operation of Wheel Loader, Backhoe, and Motor Grader. An independent instructor/evaluator (not a Kane County employee) categorizes the operator as a level I, II, or III operator based on a combination of a written exam, a pre-operational inspection, and a practical evaluation on each piece of equipment. The result for each piece of equipment has equal weight in determining whether the employee advances from their present level. However, in order to advance to a higher job classification, employees must "pass" all three tests in order to advance. Passing is defined as an 80% score or better.

#### Classroom-Only Tests

There are three additional written tests covering Work Zone Safety, Tree Felling, and Sign Shop. In order to advance from their current level, employees must pass each of these three tests, using 80% as a passing score.

For the Highway Maintainer promotional tests, the Division of Transportation has relied primarily on the training and testing available through a third party training company, VISTA Training Inc. However, the Tree Felling and Sign Shop exams were developed by the Kane County Division of Transportation. All written tests and operator evaluation "checklists" for Highway Maintainers are on file at the Division of Transportation offices and available for your inspection upon request.

#### Tech I

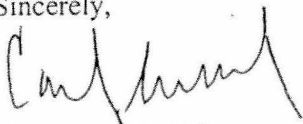
There are no specific promotional tests developed for a *Tech I*. This position is filled through an application and interview process.

#### Inventory Manager

There are no specific promotional tests for *Inventory Manager*. This position is filled through an application and interview process.

Please incorporate this information into your Agreement records.

Sincerely,



Carl Schoedel, P.E.  
Director of Transportation

cc: Bill Edwards  
Lynn Morrissey  
Bill Scardamaglia  
Carl Tominberg

# LMDBLT

Laner Muchin Dombrow Becker De An Tominberg

L T D.

Mr. Donald Smith  
June 30, 1998  
Page 2

During the December through March period, "snowbirds" would perform general tasks at the Division of Transportation. This would then allow some regular full-time employees the ability to take some vacation or time off during the winter period. This was not previously granted to full-time employees and would provide a benefit that had never before been available.

Please note that any suggestion that the "snowbirds" be used strictly on an "on call" basis only is totally unworkable. It is virtually impossible to find anyone who would remain "on call" only during a snow emergency, with only a chance of being called to work for a few hours. Moreover, for safety, efficiency, and consistency of operations, it is necessary for employees to work together on a regular basis to learn the intricacies and methods of the operation. This could not be accomplished if "snowbirds" were only available on an "on call" basis.

As the winter season nears, any input from the Union or employees regarding persons who would be qualified to be "snowbirds" would be much appreciated.

With the resolution of these two (2) items stated above, all pending grievances will have been resolved at the Division of Transportation.

Please contact me immediately in writing if you disagree with the resolution stated above. Your professionalism in resolving these issues is very much appreciated.

Sincerely,

Carl S. Tominberg

CST/bab

cc: Michael McCoy  
Karen Steve-McConnaughay  
Jan Carlson  
Jeff Dailey  
Sheila McCraven