AGREEMENT

BETWEEN

KENDALL COUNTY

AND

KENDALL COUNTY HIGHWAY DEPARTMENT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150

December 1, 2016 through November 30, 2020
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PREAMBLE

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

AGREEMENT

This Agreement has been made and entered into by and between the County of Kendall, Illinois, (hereinafter referred to as the “County”) and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the “Union”), on behalf of certain employees described in Article I.

ARTICLE I
RECOGNITION

Section 1.1 – Recognition

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

INCLUDED: All full-time and part-time employees in the Kendall County Highway Department in the following classifications: Engineering Technician and Highway Maintenance Crew Members.

EXCLUDED: County Engineer, Assistant County Engineer and Highway Maintenance Foreman, all supervisory, managerial, short term, and confidential employees, and all other employees of the County of Kendall as defined by the Act.
Section 1.2 - New Classifications

If the County creates and fills a new full-time non-professional job classification in the Highway Department that includes substantially the same work now being done by employees covered by this Agreement, then such new job classification will become a part of the bargaining unit and will be covered by this Agreement. (This section does not apply to any person who does not meet the definition of a public employee under Section 3(n) of the Illinois Public Labor Relations Act). If the Union disagrees with the Employer’s placement of a new job classification in or out of the bargaining unit, the Union’s exclusive remedy is to file a unit clarification petition with the Illinois Labor Relations Board. This section is not subject to the grievance-arbitration procedure of this Agreement.

The County will establish the wage rate for any new classification covered by this Agreement for the remaining term of this Agreement. The Union may request a meeting with the County to discuss the wage rate for any new job classification.

ARTICLE II
UNION RIGHTS

Section 2.1 - Union Bulletin Boards

The County shall provide a Union bulletin board at each work location. The boards or space shall be for the sole and exclusive use of the Union.

Section 2.2 - Union Steward

The Union shall designate a duly authorized bargaining unit representative as the Steward and will provide written notice to the County to identify the Steward.
Section 2.3 - Right to Access

Duly authorized representatives of the Union shall be permitted during normal working hours to enter County facilities for purposes of handling grievances or administering the contract. Permission and approval shall first be obtained from the Employer.

Section 2.4 - Bargaining Unit Work

Supervisory personnel shall be permitted to perform bargaining unit work which shall not cause a layoff of bargaining unit employees.

ARTICLE III
UNION DUES/FAIR SHARE CHECKOFF

Section 3.1 - Deductions

The County agrees to deduct Union membership dues, assessments, or fees from the pay of those employees who are Union members.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of applicable State law.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union upon each pay period at the address designated in writing by the Union. The Union shall certify the current amount of Union deductions and advise the County of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

Section 3.2 - Fair Share

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act and amendments thereto, bargaining unit employees who are not members of the Union or do not make application for membership shall be required to pay, in lieu of dues, their proportionate fair share
of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

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

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

Section 3.3 - Appeal Procedure

Upon receipt by the Union of the notice of objection by a nonmember, the Union shall notify the American Arbitration Association and request that the Association select an impartial arbitrator pursuant to the Association’s rules and procedures. The American Arbitration Association shall promptly notify the Union and the objector as to the identity of the arbitrator selected together with proposed arbitration dates. The Union and the objector shall then select a mutually agreeable hearing date and the matter shall proceed expeditiously to an arbitration hearing binding on the Union and the objector. If the ultimate decision in the above mentioned arbitration proceeding directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.
Section 3.4 – Indemnification

The Union shall indemnify and hold harmless the County, its elected representatives, officers, administrators, agencies and employees from and against any and all claims, demands, actions, complaint, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the County for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written check-off authorization, certification or affidavit furnished under any of such provisions.

ARTICLE IV
HOURS OF WORK AND OVERTIME

Section 4.1 - Workday and Workweek

The normal workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours. The shift hours for bargaining unit employees shall be as established from time to time by the Employer.

Section 4.2 - Lunch/Rest Period

A. Bargaining unit employees shall be granted a one-half (½) hour lunch near the midpoint of each work shift. Employees required to work through their lunch period shall be compensated one-half (½) hour pay at the applicable overtime rate.

B. Bargaining unit employees shall be granted two (2) fifteen minute paid breaks each work shift, one during the first half of the work shift and one during the second half of the work shift. Breaks are to be taken on site.

C. The County shall provide a paid meal break of twenty (20) minutes should an employee:

(1) begin work three (3) or more hours prior to the normal workday: or

(2) continue to work three (3) or more hours following the end of the normal workday; or
perform at least five (5) hours of unscheduled work on a Saturday, Sunday or holiday; and actually take a meal break.

Section 4.3 - Overtime Rest Period

Normally, employees will not be required to work more than sixteen (16) hours within any twenty-four (24) hour period without being allowed an eight (8) hour rest period. If the sixteen (16) hour (or longer) work period ends during an employee’s normal work day, the employee may utilize accrued vacation, personal time or compensatory time to complete the remainder of the work day with compensation.

Section 4.4 - Overtime Compensation

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

A. A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal eight (8) hour workday or forty (40) hour work week, or to work on a Saturday.

B. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on Sundays or designated holidays.

C. Time off for holidays, personal leave, accumulated vacations, compensatory time and other approved paid leaves of absence periods provided pursuant to this Agreement shall be counted as “time worked” for purposes of computing overtime compensation.

Section 4.45 - Overtime Equalization

The Employer agrees to distribute overtime as equally as possible among bargaining unit employees.

Section 4.5 - Compensatory Time Off

In lieu of paid overtime, employees may opt to earn compensatory time off, under the following terms:

A. Employees may, at the election of Employer, receive compensatory time off in lieu of overtime-pay for all overtime
hours that are not paid or carried over, up to a maximum of eighty (80) compensatory hours per calendar year.

B. Employees may elect to carry over a maximum of forty (40) hours of compensatory time to be taken off in the following compensatory time year. Any compensatory time in excess of forty (40) hours shall be paid to the employee. Employees who don’t want to carry over forty (40) hours may request payment in lieu of carryover to be given at the discretion of Employer.

C. In the event that the operational requirements of the Department preclude an employee from using all of his or her compensatory time off in a calendar year, the employee may take such excess hours off in the following compensatory time year.

D. Compensatory time off may be taken in minimum of one (1) hour increments.

Section 4.6 - Callback

A “callback” is defined as an official assignment of work which does not continuously follow an employee’s regularly scheduled working hours. For purposes of clarification, a callback does not occur if the employee begins shift early or ends shift late so long as the employee engages in continuous work before or after scheduled shift.

Callbacks shall be compensated for at the appropriate rate of pay, as stated above, for a minimum of two (2) hours worked on callback, beginning when the employee arrives at work.

The Employer will use the telephone number(s) designated by the employee to the Employer when the Employer calls the employee into work. It shall be the employee’s responsibility to provide, in writing, working telephone numbers that the employee has regular access to.
ARTICLE V
SENIORITY

Section 5.1 - Seniority Defined

An employee's seniority shall be the period of the employee's most recent continuous regular employment as an employee with the Highway Department.

Section 5.2 - Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, injury off-the-job without returning to work for eighteen (18) months, injury on-the-job without returning to work for twenty-four (24) months, and retirement. An injured employee who does not return within eighteen (18) months if injured off-the-job, or within twenty-four (24) months if injured on-the-job, shall be placed on a preferential hiring list.

Section 5.3 - Seniority List

The County shall prepare and post a list setting forth the present seniority dates for all employees covered by this Agreement as soon as practicable after this Agreement is signed. Copies of this list shall be sent to the Union and provided to the Union Steward. The County shall furnish a revised list once each calendar year thereafter.

ARTICLE VI
FILLING OF VACANCIES

Section 6.1 - Permanent Vacancy

A permanent vacancy is created when the County determines to increase the work force or fill a new position(s).

Section 6.2 - Posting

Whenever a permanent vacancy occurs in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be
posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

Section 6.3 - Selection

The County shall fill the permanent vacancy at the discretion of the County Engineer.

Section 6.4 - Probationary Employees

An employee is probationary for the first twelve (12) months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. Probationary employees shall have no recourse to the grievance procedure for termination and may be terminated at will.

ARTICLE VII
LAYOFF AND RECALL

Section 7.1 - Definition and Notice

A layoff is defined as a reduction in bargaining unit jobs. The County shall give the Union at least three (3) weeks notice of any layoffs and the Union shall have the right, and the County shall be obligated, to negotiate over the effects of a layoff upon any bargaining unit employees.

Section 7.2 - General Procedures

In the event of a layoff, employees shall be laid off in the inverse order of seniority as defined in Article V. However prior to laying off any bargaining unit employees all seasonal, temporary, probationary, or part-time employees functioning within the Highway Department shall be laid off or terminated as the case may be. The County shall not hire any seasonal,
temporary, probationary or part-time employees without first recalling any laid off employees pursuant to Section 7.3.

Section 7.3-Recall of Laid Off Employees

Non-probationary employees who are laid off pursuant to the above section shall be placed on a recall list for a maximum of one (1) year following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training or can become qualified to perform the work after a minimal amount of training.

It shall be the responsibility of an employee on the recall list to provide the County with an address to which a recall notice can be sent. The County will send the recall notice to an employee via certified mail. Any employee who declines a recall under this Section or who fails to notify the County of his intent to work within seven (7) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights. Accrual of seniority will stop during layoff and if the employee is called back within twelve (12) months, seniority shall continue where the employee left off at the time of layoff.

ARTICLE VIII
DISCIPLINARY PROCEDURES

Section 8.1 - Employee Discipline

The County agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause and according to the severity of the offense. Discipline shall include, but not be limited to the following steps of priority:

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

C. Suspension without pay with documentation of such maintained in the employee's personnel file.

D. Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Other reasonable conditions of employment may be imposed as part of the discipline.

Section 8.2 - Pre-Disciplinary Meeting

In the event disciplinary action is contemplated against an employee, prior to any investigatory discussions or meetings with the employee, the employee shall be informed of his/her rights to Union representation at such meeting or during such discussion due to the fact that disciplinary action may be taken. Nothing in this section requires the County to notify an employee of his/her rights to Union representation if a meeting or discussion is held merely to issue discipline to an employee.

ARTICLE IX
PERSONNEL RECORDS

Section 9.1 - Personnel Records

The personnel record is available during regular business hours for an employee and/or his/her designee to review. Each employee is encouraged to contribute documents to their record that relate to his/her performance and accomplishments. Personnel records shall otherwise remain private.

Section 9.2 - Right of Inspection and Copies

An employee will be granted the right to inspect his/her personnel and/or medical records, all in accordance with the Illinois Personnel Records Review Act. An employee may obtain a copy of his/her record upon request to the immediate supervisor.
ARTICLE X
GRIEVANCE PROCEDURE

Section 10.1 - Grievance Defined

A grievance is defined as any difference, complaint or dispute, including disciplinary action towards an employee, between the Union or any employee and the County regarding the application, meaning or interpretation of this Agreement.

Section 10.2 - Processing of Grievance

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

Section 10.3 - Grievance Steps

Step One: Immediate Supervisor - The employee, with or without a Union representative, attempt to orally resolve a grievance with his or her immediate supervisor within fifteen (15) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The immediate supervisor shall attempt to adjust the matter and shall respond in writing within five (5) business days.

Step Two: County Engineer - If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the County Engineer within ten (10) business days of the Step One response. If the grievance is filed directly at Step Two, it must be filed within fifteen (15) business days of the event giving rise to the grievance or when the employee/Union reasonably should have realized that a dispute existed.
The County Engineer shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The County Engineer shall submit a written response within five (5) business days of the conference. If the conference is not scheduled, the County Engineer shall respond to the grievance in writing within five (5) business days of receipt of the appeal.

**Step Three: County Board** - If the grievance remains unsettled after the response in Step Two, the Union may submit a written grievance to the Chairman of the Labor and Grievance Committee of the County Board within ten (10) business days of the Step Two response.

The Labor and Grievance Committee Chair shall appoint three (3) members of the County Board to convene for a conference within ten (10) business days of the Labor and Grievance Committee Chair’s receipt of the grievance to attempt to adjust the matter. The ten (10) business day period may be extended upon mutual agreement of the Employer, the Union and the employee. The three (3) member panel of the County Board shall submit a written response within five (5) business days of the conference. If the conference is not scheduled, the three (3) member panel of the County Board shall respond to the grievance in writing within fifteen (15) business days of receipt of the appeal.

**Step Four: Arbitration** - If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Three response. The Union shall request Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators. The parties shall alternately strike first on each panel presented. The person whose
name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room and transcript shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

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

Section 10.4 - Accelerated Grievance Procedure

In grievance cases involving suspension without pay, or involuntary termination, the Union may elect to file a grievance directly at Step Three.
Section 10.5 - Grievance Forms

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

Section 10.6 - Time Limits

Time limits for filing, appealing or responding to grievances may be extended by express agreement between the County and the Union. Failure of the Union to advance the grievance in a timely manner shall be treated as a denied grievance. Failure of the Employer to advance the grievance in a timely manner shall advance the grievance to the next Step.

ARTICLE XI
HOLIDAYS

Section 11.1 - General Information

All bargaining unit employees shall receive at least thirteen (13) paid holidays per calendar year, as determined by the County Board. Should any other County employees receive additional days off as County holidays, bargaining unit employees shall also be granted a paid holiday on such additional dates.

Section 11.2 - Specific Applications

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.
Section 11.3 - Holiday Pay

All employees shall receive eight (8) hours' pay for each holiday. In addition, employees who work on a holiday shall be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday.

ARTICLE XII
VACATIONS

Section 12.1 - Vacation Accrual

Vacations with pay shall be granted to all employees in accordance with the following schedule:

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New employees shall receive prorated vacation leave in their first year of employment.

Section 12.2 - Vacation Usage

A. A vacation day shall not be charged should a holiday fall during an employee's scheduled vacation period.

B. Employees may carry over up to ten (10) vacation days from one fiscal year to the next.

C. Employees must use vacation time in eight (8) hour increments, unless the County Engineer or his designee, in their sole discretion, approves the employee’s use of vacation time in an increment of less than eight (8) hours.
Section 12.3 - Accumulated Vacation at Separation

A. Upon separation, an employee shall be paid for all unused accrued vacation time based on the employee’s current rate of pay.

B. In the event of the employee’s death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

Section 12.4 - Vacation Selection

Vacation shall be approved by the County Engineer of Highways. Employees will be allowed to select their vacation for approval on a seniority basis between December 1st and January 31st of each fiscal year. Vacation selection thereafter shall be on a first come first serve basis. Vacation requests shall not be unreasonably denied. Employees must reasonably attempt to provide at least three (3) work days notice in advance of the first date of a vacation period lasting for three (3) or more consecutive days. For a vacation period of two (2) consecutive days or less, employees must provide at least eighteen (18) hours notice (or less but only with the approval of the County Engineer or his designee) of their intent to use their vacation days.

ARTICLE XIII
SICK/PERSONAL LEAVE

Section 13.1 – Accrual

All bargaining unit employees are granted twelve (12) days personal leave on the first day of the fiscal year (December 1st). New employees shall receive prorated personal leave.

Section 13.2 – Accumulation

Unused personal leave is carried over each year as accrued sick leave not personal leave, up to a maximum of sixty (60) days. Such accumulated days may be used as sick leave only, and not as personal leave. Additional days (up to 120) may be banked for retirement purposes, consistent with Section 13.6 below.
Section 13.3 - Sick Leave Buy Back

An employee may sell back to the Employer up to ten (10) days of his/her current annual unused sick/personal leave benefit for one-fourth (1/4) their daily pay rate of the year of accrual. Written application must be made no later than October 31st of each fiscal year to the immediate supervisor.

Section 13.4 - Sick Leave Restrictions

Sick leave may be granted for any of the following reasons:
A. Employee's incapacitation due to illness, injury or disability;
B. Employee’s personal medical or dental appointments;
C. Fathers may use up to five (5) sick days for the birth or placement of a foster or adopted child to run concurrently with their Family and Medical Leave Act leave.

Only the employee may use any accumulated and carried over sick leave. Employees must provide at least one (1) hour notice (or less with the approval of the County Engineer or his designee) of their intent to use sick leave. Sick leave must be used in eight (8) hour increments, unless the County Engineer or his designee, in their sole discretion, approves the employee's use of sick time in an increment of less than eight (8) hours.

Section 13.5 - Abuse of Sick Leave

As a condition to eligibility for paid sick leave, the County may require, at its discretion, any employee to submit a physician's certification of illness when the employee has been off sick for two (2) consecutive workdays; has had repeated illnesses of shorter periods, calls in sick on the day of, before or after a holiday, vacation day, or day off; or in such other circumstances as may be deemed appropriate by the County. The County also may require the employee to provide a statement from a physician indicating that the employee is physically able to return to work before an employee may return to work. The County may, at its discretion, require an
employee to submit to an examination by a physician designated by the County, at the County’s expense.

Section 13.6 - Pension Benefit At Retirement

At retirement, an employee may qualify for a maximum of one (1) year of additional pension service credit for unpaid, unused sick leave accumulated at the rate of one (1) month for every twenty (20) days of unpaid, unused sick leave or fraction thereof.

ARTICLE XIV
LEAVES OF ABSENCE

Section 14.1 - Funeral Leave

An employee shall be granted up to three (3) days paid leave per occurrence for a death in the immediate family (mother, father, mother-in-law, father-in-law, child, siblings, brother-in-law, sister-in-law, and grandparents of the employee).

Section 14.2 - Family and Medical Leave

A. Eligibility: An employee shall be eligible for Family and Medical leave when he/she:

(1) Has been employed by the County for at least twelve (12) months prior to the request; and

(2) Has worked at least 1,250 hours within the twelve (12) month period previous to the request.

B. Leave Entitlement: The County shall grant an eligible bargaining unit employee up to a total of twelve (12) workweeks of leave during any twelve (12) month period for one or more of the following reasons:

(1) Birth or placement of a child for adoption or foster care;

(2) To care for an immediate family member (as defined by the Act) with a serious health condition, as defined by the Family and Medical Leave Act (FMLA) of 1993; and
(3) To take medical leave when the employee is unable to work because of a serious health condition, as defined by the FMLA.

C. Intermittent Leave:

(1) Leave under this Section may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work; and

(2) Use of intermittent leave under this Section for birth or placement for adoption or foster care is subject to the County Engineer’s approval.

D. Benefits:

(1) Insurance coverage will continue to be granted and paid under the terms of this Agreement to employees who take Family and Medical Leave, and shall be reimbursed in accordance with the FMLA.

Section 14.3 - Jury Duty and Witness Leave

Should any employee covered by this Agreement be required to serve on a jury or be required to appear as a witness in his/her capacity as a County employee, that employee shall be excused from work without loss of regular straight time pay for the days on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. Upon request of the County Engineer, the employee shall remit any juror fee in order to receive pay for jury service.

Section 14.4 - Military Leave

Bargaining unit employees will be granted military leave, up to fifteen (15) days per calendar year, for active service or special training in the Armed Forces, Illinois National Guard or Naval Militia. During active duty, no medical or dental benefits are provided by the County nor will any fringe benefits accrue during this military leave of absence. Seniority shall continue to accrue during military leave.
Benefit accrual and payment will be in accordance with the law.

Section 14.5 - Disability Leave

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

Section 14.6 - Discretionary Leave of Absence

Employees may petition through the County Engineer for a discretionary leave of absence. Discretionary leaves of absence without pay are granted for reasons of additional education and training or due to health and welfare problems of the employee or the employee's family.

ARTICLE XV
INSURANCE

Section 15.1 - Insurance

The current coverage provided for life, accidental death and dismemberment, and dental insurance shall remain in full force and effect during the length of the contract, provided the Employer reserves the right to change carriers or self-insure so long as the level of benefit for deductible, co-insurance, and annual out-of-pocket and coverage maximums remains substantially similar.

Effective January 1, 2017, the parties agree that the current traditional PPO plan shall no longer be offered as a health plan to employees. However, if the Employer continues to offer the current traditional PPO plan to any other union employees of Kendall County for the 2017 plan year, the Employer will continue to offer said current traditional PPO plan to bargaining unit members for 2017 plan year, too. The parties also agree the Employer may choose to discontinue the current HMO plan for the 2017 plan year and/or subsequent plan years. If the Employer discontinues the current HMO, the Employer will provide a minimum of one
alternative health plan option such as a HMO (health maintenance organization), PPO (preferred provider organization), HDHP (high deductible health plan) or EPO (exclusive provider organization). Each plan year the Employer may offer new alternative health plans or eliminate any alternative health plan, but, at a minimum, the Employer agrees to offer at least one (1) alternative health plan to bargaining unit members each plan year.

Effective January 1, 2017, the Employer will provide a core high deductible health plan with health savings account (hereinafter “Core HDHP-HSA”). The Core HDHP-HSA benefit levels will be as follows for the January 1, 2017 plan year:

Deductibles: $1,500 single, $3000 family;

Coinsurance: 100% in network, 80% out of network;

Out of pocket: $3000 single, $6,000 family;

Physician Services after deductible: 100% in network, 80% out of network;

Inpatient Hospital after deductible: 100% in network, 80% out of network;

ER room 90% after deductible;

Prescriptions after deductible: 80%

In subsequent plan years, the Employer reserves the right to change insurance carriers, fully insure, or self-insure, and to change benefit levels of the Core HDHP-HSA plan as long as the coverage and benefits of the Core HDHP-HSA remain substantially similar.

In the event the Core HDHP-HSA is cancelled through no fault of the Employer, the Employer agrees to provide at least the same premium dollar it is providing now in replacing the Insurance plan.

The Employer and the Union, by mutual consent, may establish a committee to recommend a health care plan to the County for adoption in the effort to reduce rising health care costs.
Section 15.2 - Premium Allocations

A) Premium Allocation for Dental and Current Term Life

The Employer will pay one hundred percent (100%) of the single premium or single premium equivalent for dental coverage and one hundred percent (100%) of the current term life insurance for the employee. If an employee elects family dental coverage, the employee shall pay fifty percent (50%) of the difference between the family premium or premium equivalent amount less the Employer’s percentage share of the single premium or premium equivalent.

B) Premium Allocation for Single Health Plans

The Employer’s obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be eighty percent (80%). The Employer will also contribute $1500 to an employee’s health savings account payable on January 1 of each year for employees enrolled in the single Core HDHP-HSA plan. The Employer’s contribution to an employee’s health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee’s health savings account upon the employee’s termination of employment or upon any other “qualifying event” as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the single premium or single premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the single Core HDHP-HSA. However, the enrolled employee shall pay a minimum of $15 per pay check for single premium or single premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.
C) **Premium Allocation for Family Health Plans**

If an employee elects Core HDHP-HSA family coverage, the employee shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer’s eighty percent (80%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute $3000 to an employee’s health savings account payable on January 1 of each year for employees enrolled in the family Core HDHP-HSA plan. The Employer’s contribution to an employee’s health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee’s health savings account upon the employee’s termination of employment or upon any other “qualifying event” as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer’s obligation for the cost of the family premium or family premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the family Core HDHP-HSA. However, the enrolled employee shall pay a minimum of $100 per pay check for family premium or family premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

**Section 15.3 - Wellness Program**

A) **Incentive for Employees Enrolled in Single Health Plans**

By December 1 of each year, employee must submit proof of completion of employee’s annual wellness screening/physical to the confidential third party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

The Employer’s obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be ninety percent (90%). The Employer will
also contribute $1500 to an employee’s health savings account payable on January 1 of each year for employees enrolled in the single Core HDHP-HSA plan. The Employer’s contribution to an employee’s health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee’s health savings account upon the employee’s termination of employment or upon any other “qualifying event” as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer’s obligation for the cost of the single premium or single premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the single Core HDHP-HSA. However, the enrolled employee shall pay a minimum of $15 per pay check for single premium or single premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

B) Incentive for Employees Enrolled in Family Health Plans

By December 1 of each year, employee must submit proof of completion for both the employee’s annual wellness screening/physical and the employee’s spouse’s (only if the employee’s spouse is covered by the Employer’s health insurance plan) annual wellness screening/physical to the confidential third party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

Employees enrolled in Core HDHP-HSA family coverage, the employee shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer’s ninety percent (90%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute $3000 to an employee’s health
savings account payable on January 1 of each year for employees enrolled in the family Core HDHP-HSA plan. The Employer’s contribution to an employee’s health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee’s health savings account upon the employee’s termination of employment or upon any other “qualifying event” as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer’s obligation for the cost of the family premium or family premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the family Core HDHP-HSA. However, the enrolled employee shall pay a minimum of $100 per pay check for family premium or family premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

Section 15.4 - Pensions

Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

Section 15.5 - Extent of Coverage

Except as otherwise provided herein, the extent of coverage under the insurance policies or plans referred to in Section 15.1 shall be governed by the terms and conditions set forth in said polices or plans.
Section 15.6 - Section 125 Plan

A pre-tax deduction Section 125 Plan is available at the time of enrollment which allows employees to pay their share of the medical insurance premium with before tax dollars. The premium is taken out of the paycheck before taxes are calculated so no Federal, State, Social Security or IMRF is deducted from the premium.

ARTICLE XVI
EMPLOYEE TRAINING AND EDUCATION

Section 16.1 - Compensation Training

The County agrees to compensate all bargaining unit employees at straight time rate up to eight (8) hours per day for all training, schools, and courses which the County requires an employee to attend during off-duty hours. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training Board. Employees shall be reimbursed $22.00 for meals for every day of training, conditioned on the presentation of receipts for the meals. In the event that an employee needs to stay overnight at such training/school session, the County will reimburse the employee the cost of lodging.

Section 16.2 - CDL License

The County shall reimburse all bargaining unit employees required to have a commercial Driver’s License the cost of renewal of said license.

ARTICLE XVII
SAFETY

Section 17.1 - Compliance With Laws

In order to maintain safe working conditions, the County shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.
Section 17.2 - Unsafe Conditions

Employees shall not be required to work under unsafe conditions.

ARTICLE XVIII
LABOR MANAGEMENT MEETINGS

Section 18.1 - Labor Management-Conferences

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

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

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

Section 18.2 – Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the County representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees.

ARTICLE XIX
SUBCONTRACTING

Three (3) weeks prior to subcontracting out any work currently or previously done by bargaining unit employees, which causes a layoff of employees, the County shall notify and
negotiate with the Union over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

ARTICLE XX
UNIFORMS AND EQUIPMENT

Employees shall be supplied clothing and safety gear that the County determines to be appropriate. On December 1st of each calendar year during the term of this Agreement, employees will receive a $350 allowance to be expended for clothing items to be used on the job. The allowance payment shall be made as a lump sum payment. There shall be no requirement for receipts. Employees are required to maintain their clothing in a professional fashion at all times.

ARTICLE XXI
NON-DISCRIMINATION

Section 21.1 - Prohibition Against Discrimination

Both the County and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, mental and/or physical handicap. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

Section 21.2 - Union Activity

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

Section 21.3 - Non-Grievability of Violations of this Article

A violation of this Article shall not be subject to the grievance-arbitration process contained in Article X.
ARTICLE XXII
NO STRIKE/NO LOCKOUT

Section 22.1 - No Strike

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for, against or about wages, hours, or terms and conditions of employment, or any other intentional interruption or disruption of the operations of the County, regardless of the reason for doing so. Any and all employees who violate this provision may be terminated or otherwise disciplined by the County as the County in its discretion deems appropriate. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 22.2 - No Lockout

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

Section 22.3 – Judicial Restraint

Nothing contained herein shall preclude the County or the Union from obtaining judicial restraint and damages in the event the Union or the County violate this Article.
ARTICLE XXIII
BARGAINING RIGHTS

Section 23.1 - Management Rights

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

(a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;

(b) To plan, direct, control and determine the operations or services to be conducted by employees of the Employer;

(c) To determine the methods, means, number of personnel needed to carry out the Employer’s mission;

(d) To direct the work force;

(e) To hire and assign or to transfer employees;

(f) To promote, suspend, discipline or discharge for just cause;

(g) To layoff employees pursuant to this Agreement;

(h) To make, publish and enforce reasonable rules and regulations;

(i) To introduce new or improved methods, equipment or facilities; and

(j) To contract out for goods and services subject to the provisions of Article XIX.

Nothing in this Article is intended to alter or abrogate the intention or authority of any other Article contained in this Agreement, and to the extent not expressly provided for in this Agreement; the operations of the Employer shall be left to the sole exclusive discretion of the Employer.
Section 23.2 - Union Rights

The Union and all bargaining unit members shall maintain all rights protected under the law.

ARTICLE XXIV
WAGES

Section 24.1 - Wage Rates

Except for those employees specified in Section 24.1a below, employees employed on the date that this Agreement is executed by both parties shall receive the following increases to their current salaries effective December 1 of each contract year:

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<tr>
<th></th>
<th>12/01/2016</th>
<th>12/01/2017</th>
<th>12/01/2018</th>
<th>12/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$1,200</td>
<td>$1,300</td>
<td>$1,300</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

Starting salary for employees hired on or after December 1, 2016 will be no less than $41,600.

Section 24.1a Wage Rate Exception

The following shall constitute the wage rates for bargaining unit employees Matthew Leedy and John Twain during the term of this Agreement:

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<th>12/01/2017</th>
<th>12/01/2018</th>
<th>12/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
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<td>$47,300</td>
<td>$48,600</td>
<td>$50,100</td>
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</tbody>
</table>

The following shall constitute the wage rates for bargaining unit employee Timothy Karales during the term of this Agreement:

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<tr>
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<th>12/01/2016</th>
<th>12/01/2017</th>
<th>12/01/2018</th>
<th>12/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$61,000</td>
<td>$62,300</td>
<td>$63,600</td>
<td>$65,100</td>
</tr>
</tbody>
</table>
Section 24.2 – Longevity

Employees who have ten (10) or more years of service with the Kendall County Highway Department shall be paid an annual longevity bonus on the first pay period of each year in the following amounts:

A. After 10 years of service – $250.00
B. After 15 years of service – $500.00
C. After 20 years of service – $750.00
D. After 25 years of service – $1,000.00

ARTICLE XXV
DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy, in effect for all bargaining unit employees required to have a Commercial Driver’s License, is set forth in Appendix A attached hereto and made a part thereof.

ARTICLE XXVI
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term.

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 not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVII
SAVINGS CLAUSE

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

**ARTICLE XXVIII**

**TERMINATION**

This Agreement shall be effective as of the 1st day of December, 2016, and shall remain in full force and effect until the 30th day of November, 2020, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. Wages will be frozen at their current levels until negotiations are completed, or impasse is reached.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
KENDALL COUNTY, ILLINOIS

BY: Scott R. Snyder
Chairman, Kendall County Board

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 150

BY: James M. Sweeney, President-Business Manager
APPENDIX A
DRUG & ALCOHOL ABUSE POLICY
Kendall County Highway Department

1. PURPOSE

It is the policy of Kendall County Highway Department to provide a safe, healthful, drug and alcohol-free work environment for our drivers. We also recognize that our own health and future are dependent upon the physical and psychological health of our drivers. To insure that we achieve that goal, we have adopted the following policy that meets Federal Motor Carrier Safety requirements on drug and alcohol abuse as set forth in 49 CFR Part 40 & Part 382. This policy becomes effective January 1, 1996.

2. USE PROHIBITED

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on all county premises, in any county-owned or leased motor vehicle, or other location at which the driver is to perform work. Kendall County will not hire or retain any individual who uses or possesses any illegal drug, in any amount and regardless of frequency, or any individual who engages in prohibited alcohol-related conduct, except as otherwise provided in section 8 of this policy.

2.1 Kendall County Highway Department will maintain a pre-employment screening program designed to prevent hiring anyone who uses any illegal drugs, or engages in prohibited alcohol-related conduct.

2.2 No driver will consume, or be under the influence of, any Schedule 1 drug of the Schedule of Controlled Substances of the Drug Enforcement Administration or any amphetamines, narcotics, opiates, hallucinogenic substances, depressants, stimulants, or any other habit forming drug while on duty, except as provided in Section 2.4.

2.3 No driver shall report for work or drive while impaired by any drug, controlled substance, or with an alcohol breath concentration of .02 or greater.

2.4 A driver may use a substance administered by or under direction of a physician who has advised the driver that the substance will not affect the driver’s ability to safely operate a motor vehicle.

2.5 No driver may operate any motor vehicle whose motor senses, sight, hearing, balance, reaction, reflexes or judgment are affected by use of drugs or alcohol, or who has consumed any alcohol within 4 hours.

2.6 Any driver who sells or otherwise dispenses illegal drugs or alcohol to others on county premises, in or from a county-owned or leased motor vehicle is subject to immediate termination.
3. SEARCHES

Kendall County may conduct reasonable searches for illegal drugs or alcohol on county premises or in county-owned or leased motor vehicles.

3.1 No driver, at any work site, in any county vehicle or leased vehicle, will possess any quantity of any controlled substance or alcohol, lawful or unlawful, which in sufficient quantity could result in impaired performance. The only exception being a substance administered by or under the direction of a physician, as stated in Section 2.4 above.

3.2 Searches of drivers and their personal property while on county property or work sites may be conducted when there is reasonable suspicion to believe the driver is in violation of this policy.

3.3 All drivers are expected to cooperate in such searches. A drivers refusal to cooperate or consent to such searches may result in disciplinary action, pursuant to Article VIII.

3.4 The only exception to alcohol possession is when it is manifested and being transported as part of a shipment.

4. DRUG & ALCOHOL TESTING

DRUG TESTING

Kendall County Highway Department will require drug testing in accordance with Federal Motor Carrier Safety Requirements as set forth in Part 40. Effective August 15, 1994, all urine samples shall be split-samples. The “primary sample” shall be at least 30 ml of urine; the “split sample” shall be at least 15 ml. Failure of the driver to provide that quantity even after a 2 hour second opportunity following drinking up to 24 oz. of water, will cause the driver to be referred for a medical evaluation to develop pertinent information whether the driver’s inability to provide a specimen is genuine or constitutes a refusal to test. The medical evaluation shall go to the M.R.O. who will make a conclusion in writing to the Highway Department. While this process is being accomplished, the driver shall be placed out of service.

ALCOHOL TESTING

Kendall County Highway Department will require alcohol testing in accordance with Federal Motor Carrier Safety requirements as set forth in Part 40. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A “screen test” shall be conducted first. Any result less than .02 alcohol concentration is considered a “negative test.” If the alcohol concentration is .02 or greater, a second or “confirmation test” must be conducted. This test shall be by a “Evidential Breath Testing” device, that prints out the results, date, time, a sequential test number, name and serial number of the E.B.T. The alcohol test must be conducted by a “Breath Alcohol Technician” (B.A.T.) who is trained to operate that E.B.T. and is proficient in all breath alcohol testing procedures.
Drivers shall only be tested for alcohol while performing a safety-sensitive function, just before performing a safety-sensitive function, or just after performing a safety-sensitive function. Any test .02 or greater but less than .04 shall cause the driver to immediately be removed from driving or any other safety-sensitive function for at least 24 hours. Failure of the driver to provide an adequate amount of breath will cause the driver to be immediately referred for a medical evaluation to develop pertinent information concerning the driver's inability to provide the adequate amount of breath as genuine or constitutes a refusal to test. The physician shall submit a written medical evaluation to the M.R.O. who will make a conclusion in writing to the Highway Department. While this process is being accomplished the driver shall be placed out of service, with pay, until the test is concluded. Upon conclusion of the test, the driver will either be instructed to return to duty or suspended.

4.1 For the purposes of compliance with the Federal Motor Carrier Safety regulations, all drivers will be required to take and successfully pass urine drug testing and breath alcohol testing. Refusal to submit to such screenings is considered a positive test.

4.2 Pre-employment: Applicants for positions as drivers will also be required to take and successfully pass urine drug tests and alcohol breath test before they can be used as drivers; except, applicants that have taken part in qualified programs in the last 30 days and tested in the last 6 months or in a random program in the last 12 months with no positive results.

4.3 The following information must be obtained on any new driver from previous employers for the past two years: any positive drug test or alcohol test of .04 or greater, including any refusals to be tested. Every new employee shall provide to Kendall County Highway Department a written release which authorizes the Highway Department to obtain the drivers past drug and alcohol test results. No driver shall be used for more than 14 days while these test results are being secured. Regulations prohibit the use of any driver after 14 days if these results have not been obtained. Any driver found to have had a positive test result in these 2 years shall cause the Highway Department to further obtain information on the subsequent Substance Abuse Professionals evaluation and/or determination under Section 382.605 and determine if there was compliance with Sections 382.309 and 382.311. If not, the driver cannot be used until in full compliance.

4.4 Reasonable Suspicion Testing. Reasonable Suspicion Testing may be conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs.
5. TEST RESULTS

DRUG TEST RESULTS

Test results will be reviewed to determine whether there is any indication of a controlled substance abuse.

5.1 The test results will be reviewed by a Medical Review Officer. If there is any evidence of a positive result the MRO will give the person tested an opportunity to discuss the results and provide documentation of legally prescribed medication.

5.2 The results will be released to the Medical Review Officer, who will then release the results to the Mid-West Truckers Association (our drug test consortium). MTA will forward those results to Kendall County Highway Department which will maintain them in a secure location with controlled access.

ALCOHOL TEST RESULTS

5.3 The test results shall be provided on forms established by Subpart C 40.59 Appendix A. Copy 1 (white) will be transmitted to the government agency, copy 2 (green) shall go to the employee, copy 3 (blue) shall be retained by the BAT.

5.4 The test results from all drug and alcohol tests will become a part of the driver’s qualification file which shall be in a secured location with controlled access and retained as specified in Section 382.401 or in this policy.

5.5 The results will not be released to any unauthorized party without written consent. Every government agency is required upon receipt of a written request of a driver to provide copies of all his or her urine drug and breath alcohol test results promptly to any other possible employer at no charge.

6. ASSISTANCE PROGRAM

An employee assistance program will be conducted by Kendall County or its agent to provide educational information concerning the effects and consequences of drug or alcohol use on personal health, safety and work environment.

6.1 Every driver will be required to take at least one hour of training each year on substance abuse and alcohol use and sign form MTA-10 certifying your attendance.

6.2 Written notice will be given when this training is available.

7. LAWS & REGULATIONS
7.1 Kendall County will comply with all federal, state and local laws and regulations concerning any violations of criminal drug and alcohol use status in the workplace.

7.2 Record keeping: all records will be retained as listed in Section 382.401.

7.3 A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver’s use of drugs or alcohol, and test results. Access shall not be contingent upon payment for records other than those requested.

7.4 Records shall be made available to a subsequent employer upon receipt of a written request from a driver.

7.5 The county may disclose information required to be maintained under this policy on a driver to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of that driver and arising from the results of an alcohol or controlled substance test required by this policy, or from the county’s determination that the driver engaged in conduct prohibited by this policy, upon receipt of a lawful subpoena. (Including but not limited to worker’s compensation, or other proceeding related to benefits sought by the driver.)

8. DISCIPLINARY ACTION

8.1 Upon 2 violations of this policy, the driver shall be terminated.

8.2 Every driver who has engaged in violations of this policy will be advised by the Highway Department of resources available to the driver in evaluating and resolving problems associated with the misuse of drugs or alcohol, even if the driver is terminated.

8.3 (A) Prior to being eligible for return to-duty testing, a driver must be evaluated by a Substance Abuse Professional, who shall set up any assistance needed. When the driver has complied with all the recommendations of the SAP, the driver must request the results of the evaluation and notification of release be given in writing to our MRO.

(B) The MRO shall then subject such drivers to at least 6 unannounced urine drug tests or breath alcohol tests in the first 12 months after return to duty. Follow-up testing shall not extend beyond 60 months, per 382.605.

(C) All records in reference to the referrals, evaluation, return-to-duty and follow-up testing shall be retained for five years.