

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**COUNTY OF MCHENRY – DIVISION OF  
TRANSPORTATION**

**JULY 1, 2014 TO JUNE 30, 2018**

**COUNTY OF MCHENRY  
LOCAL 150, DIVISION OF TRANSPORTATION  
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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 dispute, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the County of McHenry – Division of Transportation, Illinois (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”) on behalf of certain employees described in Article 1.

## ARTICLE I

### RECOGNITION

#### SECTION 1.1: RECOGNITION

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

**\*\*INCLUDED:** All full-time and regular part-time employees in the following classifications: Highway Maintenance Workers and Mechanics.

**\*\*EXCLUDED:** All other employees.

#### SECTION 1.2: NEW CLASSIFICATIONS

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

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

## ARTICLE II

### UNION RIGHTS

#### **SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS**

Union activities within Employer facilities shall be restricted to administering this Agreement. A Union Steward shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Steward will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment during work hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.

#### **SECTION 2.2: TIME OFF FOR UNION ACTIVITIES**

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence and the time off does not disrupt the operations of the Employer. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

#### **SECTION 2.3: UNION BULLETIN BOARD**

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union. The Union shall be responsible to ensure that only appropriate material is posted on the bulletin board.

## ARTICLE III

### UNION DUES/FAIR SHARE CHECKOFF

#### **SECTION 3.1: DUES CHECKOFF**

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

1. Union membership dues, assessments, or fees;
2. Union sponsored credit or other benefit programs

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

#### **SECTION 3.2: FAIR SHARE**

During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing after their probationary period or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Employer a list of the members covered by this

Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to ensure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

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

**SECTION 3.3: INDEMNIFICATION**

The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, 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 Employer for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### SECTION 4.1: WORKDAY AND WORKWEEK

1. The workday for bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours, in a seven (7) day period, the normal workweek is Monday through Friday, except as required by Sec 4.1 (3), Snow and Ice Season.
2. Hours: The workday shall ordinarily start at 7:00 a.m. and end at 3:30 p.m. Between April 15<sup>th</sup> and September 15<sup>th</sup> the Employer may change the work hours to be 6:00 a.m. to 2:30 p.m. In situations of extreme heat, the Employer may authorize work hours to be 5:00 a.m. to 1:30 p.m., however, the employer reserves the right to determine the hours or work.
3. Snow and Ice Season: The period from November 15<sup>th</sup> and April 15<sup>th</sup> shall be designated as snow and ice season. During the snow and ice season the employer may adjust the work schedules of the employees and Division of Transportation operations to maximize the snow and ice removal and the protection of the public. This adjustment may include the use of twelve (12) hour shifts. The Employer will attempt to provide rest periods for employees on snow and ice duty and will attempt to return to the normal schedule as soon as possible after a snow or ice emergency.

The Employer may use seasonal employees to assist in snow and ice removal operations.

In no event shall these employees be scheduled in place of bargaining unit employees.

#### SECTION 4.2: LUNCH/REST PERIODS

1. Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the workday and one during the second half of the workday. The time of the breaks will be approved by the supervisor depending upon the nature of the work being performed at that time.

2. Employees shall be granted and are expected to take a one-half hour unpaid lunch as near to the midpoint of each day as possible, unless approved by the supervisor. Employees leaving a remote work site for lunch shall notify the appropriate supervisor. The use of a county vehicle for lunch shall be subject to supervisor approval.

#### **SECTION 4.3: OVERTIME COMPENSATION**

The compensation paid employees for overtime shall be as follows:

1. A bargaining unit employee shall be paid at one and one-half times his/her regular hourly rate of pay when required to work in excess of forty (40) hours in a seven (7) day workweek.
2. A bargaining unit employee shall be paid at one and one-half times his/her regular hourly rate of pay for hours worked in excess of eight (8) hours in a day.
3. For purposes of calculating overtime, all hours for which an employee receives pay shall count as hours worked.
4. There shall be no pyramiding of overtime premiums. Overtime shall not be paid more than once for hours worked.
5. Employees who are off work on approved sick leave (dentist or doctor appointment only), personal leave, vacation leave or use of compensatory time shall be permitted to come in for overtime should the Employer call the employee for overtime work on that same day.

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

The Employer agrees to distribute overtime as equally as possible among those employees who usually perform the type of work at issue. The employee working on any job, which extends into overtime, shall have first claim on the overtime. Consistent with the remainder of this section, the Employer may designate certain employees, based on skill level, to

perform overtime duties without equalization consideration. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations.

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

The Employer shall track and list on the Union bulletin board an overtime list of all offered and declined overtime hours for each employee.

#### **SECTION 4.5: CALL BACK**

1. A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment busy work in order to fill the remaining hours.
2. If during the snow and ice season (Section 4.1 #3), after completion of their scheduled shift, the same crew/shift is "called back" within two hours of the end of that shift (overtime included) said time shall count as a continuation of shift. Overtime shall be paid at the appropriate overtime rate from when the shift ended.

#### **SECTION 4.6: ON-CALL ASSIGNMENTS**

1. Non-Winter Callout: In the event Division of Transportation services are required outside of normal business hours and for non-snow or ice emergencies, the Employer will notify members of the respected needed crew. Such notification will be made to members of the crew with needed skills and on an equal distribution among the employees as possible.
2. Winter Callout: In the event of a winter snow or ice callout requiring full service by the Division of Transportation, all employees will be notified as has been the past practice in the Division of Transportation.

In the event that the snow or ice callout only requires a partial callout of Division of Transportation employees, the Employer will notify sufficient employees to address the problem. Employees will be chosen by skill level and in a manner which will provide as equal distribution of overtime as possible.

#### **SECTION 4.7: COMPENSATORY TIME**

1. Compensatory time is accrued on the same basis as overtime.
2. An employee shall not be required to accept compensatory time off in lieu of overtime pay unless mutually agreed to by the employee and department head prior to performing the overtime work.
3. Employees may only request use of compensatory time between April 1<sup>st</sup> and November 15<sup>th</sup> of each year. However, based upon operational needs (including time granted in accordance with Article X Vacations, Section 10.2-4) the department head shall consider requests for use of compensatory time during the period of November 15<sup>th</sup> through April 1<sup>st</sup>.
4. Compensatory time may be accrued in pay periods where overtime has occurred. Employees can accrue up to 40 hours at any given time, however compensatory

time cannot be carried over from one fiscal year to the next. Any compensatory time not taken by November 15 will be converted to pay.

- 5: Employees shall, unless otherwise agreed, submit a written request to the department head or designee for approval at least one (1) working day in advance of use.

#### **SECTION 4.8: MANDATORY REST PERIOD**

Unless an employee agrees otherwise, employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. Should an employee reasonably believe that he or she can work more than sixteen (16) hours in a twenty-four (24) hour period, he or she will be permitted to do so only in the case of emergency or natural disaster and provided it does not impact the work hours/opportunity of another bargaining unit employee. The employer may require an employee to work more than sixteen (16) hours in a twenty-four (24) hour period only in the case of emergency or natural disaster. If an employee is required to work more than sixteen (16) hours in a twenty-four (24) period because of emergency or natural disaster, the employee shall be allowed an eight (8) hour rest period at the end of the work period.

## **ARTICLE V**

### **SENIORITY**

#### **SECTION 5.1: SENIORITY DEFINED**

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

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

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence, and being absent for three (3) consecutive days with reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

#### **SECTION 5.3: SENIORITY LIST**

Once each year, the Employer shall post a seniority list for each Department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

#### **SECTION 5.4: PROBATIONARY EMPLOYEES**

An employee is probationary for the first six (6) calendar months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline and he/she shall have no rights under this Agreement.

## ARTICLE VI

### LAYOFF AND RECALL

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

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least sixty (60) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

#### **SECTION 6.2: GENERAL PROCEDURES**

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time, or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the effected departments shall be laid off or terminated, as the case may be.

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

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in order of seniority.

## ARTICLE VII

### DISCIPLINARY PROCEDURES

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

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The Employer may impose the appropriate level of discipline based on the facts and circumstances of the matter at issue. Discipline shall include but not be exclusive of the following progressive steps of priority:

1. Oral warning with documentation of such filed in the employee's personnel file.
2. Written reprimand with copy of such maintained in the employee's personnel file.
3. Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
4. Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

#### **SECTION 7.2: RIGHT TO REPRESENTATION**

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

## ARTICLE VIII

### GRIEVANCE PROCEDURE

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

A grievance is defined as a dispute between the parties to this Agreement concerning the interpretation or application of this Agreement or its express provisions.

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

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

#### **SECTION 8.3: GRIEVANCE STEPS**

A grievance filed against the Employer shall be processed in the following manner:

##### **INFORMAL PRE-STEP: ORAL DISCUSSION WITH SUPERVISOR**

Within ten (10) business days of the event giving rise to the grievance or of the day when the grievant, through normal diligence, should have become aware of the occurrence, an employee or Union representative who has a grievance may attempt to resolve the grievance orally with the employee's supervisor. If no such informal resolution is attempted or achieved, the Steward or Union representative may file and process a formal grievance in accordance with the following steps and limitation periods:

##### **STEP ONE: SUPERINTENDENT**

The Union may submit a written grievance to the Superintendent within ten (10) business days of the event giving rise to the grievance of the Union's reasonable knowledge of the events giving rise to the grievance. The Superintendent shall schedule a conference within ten (10)

business days of receipt of the grievance to attempt to adjust the matter. The Superintendent shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Superintendent shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

**STEP TWO: DEPARTMENT HEAD**

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the Department Head within ten (10) business days of the response in Step One or when such response was due. The Department Head or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Department Head or designee shall submit a written response within ten (10) days of the conference. If the conference is not scheduled, the Department Head or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

**STEP THREE: COUNTY ADMINISTRATOR**

If the grievance remains unsettled at Step Two, the Union may advance the written grievance to the County Administrator within ten (10) business days of the response in Step Two, or when such response was due. The County Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The County Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the County Administrator or designee shall respond to the grievance in writing within ten (10) 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 either the Federal Mediation and Conciliation Service or the American

Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

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

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another Arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add, nor subtract from the provisions of this Agreement.

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

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs,

whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

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

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

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violation(s) and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative.

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

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of business days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by agreement of the parties.

#### **SECTION 8.6: UNION STEWARDS**

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

**ARTICLE IX**

**HOLIDAYS**

**SECTION 9.1: GENERAL INFORMATION**

Employees shall receive the holidays each year as established by Resolution of the McHenry County Board.

**SECTION 9.2: HOLIDAY PAY**

Employees regularly scheduled to work on a holiday will receive:

- Pay for the holiday at two (2) times the employee's regular rate of pay.
- To be eligible for holiday pay, an employee must work or take an approved vacation, personal day or be on approved sick leave on the last scheduled workday before the holiday and the first scheduled work day after the holiday.

**SECTION 9.3: PERSONAL DAYS**

Employees with less than one year of service shall receive one (1) personal day after completion of their Introductory Period (ETP). All other employees shall receive the personal days each year as established by Resolution of the McHenry County Board, with pay to be used in each calendar year. Absent emergency circumstances, employees shall submit a request to the Department Head for approval at least one (1) working day in advance. Unused personal leave is not cumulative and cannot be carried-over from one calendar year to the next.

ARTICLE X

VACATIONS

SECTION 10.1: VACATION ACCRUAL

All vacation eligibility is computed on continuous County employment. Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Days Earned per Month</u>
Completion of ETP through year 5	.83 days (10 days per year)
Beginning year 6 through year 10	1.25 days (15 days per year)
Beginning year 11 and greater	1.67 days (20 days per year)

Employees will begin earning the new accrual rate on his or her anniversary date of six (6) and eleven (11) years.

Upon the successful completion of ETP, employees will accrue vacation from date of hire.

Employees accrue paid vacation time on a pay period by pay period basis (26 paychecks), and may use only time already accrued.

Employees may use vacation time in the calendar year it will be earned but prior to the actual accrual as follows:

Less than eleven (11) years of service, up to three (3) days

Eleven (11) years or more service, up to five (5) days

only if the employee agrees in writing that if they leave the employ of the County for any reason, they will repay any used vacation time that has not been earned, or allow for the deduction from their final paycheck of any unearned vacation that was used.

Accrual Limits: Employees are allowed to accrue up to 150% of their respective annual accrual, and at no time shall their vacation balance exceed the 150% maximum limit.

Accruals cease upon reaching the 150% maximum. The maximum accrual limits are as follows:

<u>Years of Service</u>	<u>Annual</u>	<u>150% Maximum Limit</u>
Completion of ETP through year 5	10 days	15 days
Beginning year 6 through year 10	15 days	22.5 days
Beginning year 11 and greater	20 days	30 days

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

1. A vacation day shall not be charged should a designated holiday fall during an employee's scheduled vacation period.
2. Vacation leave will not be granted in intervals of less than one-half (1/2) day, unless otherwise agreed to by the employee and department head or designee.
3. Unless agreed otherwise, an employee must request, in writing, vacation leave of more than one (1) day at least five (5) working days in advance. Unless agreed otherwise, an employee must request, in writing, vacation leave for one (1) day or less at least one (1) working day in advance.
4. Employees may only schedule vacation between April 1<sup>st</sup> and November 15<sup>th</sup> of each year. However, based upon operational needs, the Department Head shall consider requests for vacation during the period of November 15<sup>th</sup> and April 1<sup>st</sup>.

#### **SECTION 10.3: ACCUMULATED VACATION AT SEPERATION**

1. Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.
2. In the event of the employee's death, compensation for all unused accrued vacation allowances shall be paid to the employees designated life insurance beneficiary or, if none, the employees estate.

ARTICLE XI

SICK LEAVE

SECTION 11.1: SICK LEAVE ACCURAL

Employees shall accrue sick leave according to the schedule below. Any employee hired on or after December 1, 2008 will be governed by current County Sick Leave Policy (Section 11.4).

<u>Service Time</u>	<u>Sick Days Earned Per Month</u>
Less than one	.50
1-5	1.00
6-10	1.25
After 11	1.67

A probationary employee (ETP) does not earn sick time during the probationary period (ETP) but will receive three (3) days sick time credit at the successful completion of the probationary period (ETP).

Employees accrue paid sick leave on a pay period by pay period (26 paychecks) basis, and may use only time already accrued. Employees may use sick leave (up to three (3) days) in the calendar year it will be earned but prior to the actual accrual, if the employee agrees in writing that if they leave the employ of the County for any reason, they will repay any used sick leave that has not been earned, or allow for the deduction from their final paycheck of any unearned vacation that was used.

An employee shall be allowed to accrue up to 240 days of sick leave. Upon separation of employment any accrued sick leave is forfeited, however, employees eligible for retirement through IMRF may be credited for IMRF pension benefits up to a maximum of 240 days. Employees cannot begin a fiscal year with more than 240 days. Employees who have accrued more than 240 sick days as of December 1 of each year must determine if they wish to be credited for additional vacation days or to be paid for this unused sick leave. In either case,

earned sick days in excess of the 240 maximum allowable may be converted at two (2) sick days in exchange for one (1) regular day. However, no more than five (5) days (10 sick days ÷ 2 = 5 days) can be converted to vacation, unless mutually agreed upon by the department head or designee and the employee.

An employee is required to notify their Department Head, or designee, in the case of absence from work due to illness or illness in the employee's immediate family at least one (1) hour, or as soon as practicable, in advance of the starting time for the scheduled work day. If an employee misses more than one (1) day of work, the employee is still required to call their supervisor each day of their absence, unless otherwise agreed to by the employee and the supervisor.

An employee may be required to provide a physician's statement when returning to work after the use of three (3) or more consecutive sick days or upon the Employers reasonable belief that the employee is abusing sick leave. Employees who are unable to return to work upon expiration of sick pay benefits must request a leave of absence. The Employer reserves the right to require an employee using sick leave to be examined by a physician appointed by the Employer at the Employer's expense.

The Employer and Local 150 mutually discourage the abuse of sick leave. An employee may be disciplined if the employee's attendance record reflects an abuse of sick leave. Evidence of such abuse may include, but is not limited to, a pattern of missed Mondays and/or Fridays (i.e. first or last day of the work week) or of attempts to use the sick leave the day after and/or the day before a regularly scheduled day off (i.e. a paid holiday, vacation day, compensatory day, personal day, or a combination thereof) or any other pattern of excess use of sick leave.

**SECTION 11.2: SICK LEAVE USE**

Sick leave may be granted in minimum one half (½) hour blocks for any of the reasons listed below:

1. Incapacitation due to illness, injury, or disability.
2. To care for an ill or disabled spouse, parent or child.
3. In conjunction with approved FMLA leave.
4. Personal or immediate family (household) medical or dental appointments provided the appointment is scheduled so that it is not unduly disruptive of the employee's work schedule or the department's operation.

**SECTION 11.3: PENSION BENEFIT AT RETIREMENT**

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

**SECTION 11.4: COUNTY SICK LEAVE POLICY**

<u>Years of Service</u>	<u>Sick Days Earned per Month</u>
Completion of ETP through year 10	1 day (12 days per year)
Beginning year 11 through year 15	1.25 days (15 days per year)
Beginning year 16 and greater	1.67 days (20 days per year)

Employees will begin earning the new accrual rate on his or her anniversary date of eleven (11) and sixteen (16) years. The Division of Transportation and Local 150 agree that sick leave usage can be an appropriate Labor Management subject and when scheduled shall meet to review appropriate issues thereof.

## ARTICLE XII

### LEAVES OF ABSENCE

#### SECTION 12.1: IMRF DISABILITY BENEFIT

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

#### SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition his/her Department Head for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted for good cause.

#### SECTION 12.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted three (3) consecutive work days off without loss of pay. Additional time needed by the employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the employee's discretion.

For the purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or step-grandparent, grandchildren, grandparent-in-law, niece, nephew, brother-in-law and sister-in-law.

When a death of a co-worker occurs, bargaining unit employees shall be granted time off without loss of pay to attend the funeral.

An employee must notify the department head or designee of the need for bereavement leave as soon as practicable and provide documentation to support the request either prior to or upon return from bereavement leave.

## SECTION 12.4: FAMILY AND MEDICAL LEAVE

### 1. Eligibility

An employee shall be eligible for Family and Medical Leave when he/she:

- a) Has been employed by the Employer for at least twelve (12) months prior to the request; and
- b) Has worked at least 1,250 hours without the twelve (12) month period previous to the request

### 2. Leave Entitlement

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

- a) Birth or placement in the employee's home of a child for adoption or foster care;
- b) To care for an immediate family member (as defined above) with a serious health condition, as defined by the Family and Medical Leave Act (FMLA) of 1993;
- c) To take medical leave when the employee is unable to work because of a serious health condition, as defined by the Family and Medical Leave Act (FMLA) of 1993.

### 3. Intermittent Leave

- a) 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.
- b) Use of intermittent leave under this section for birth or placement for adoption or foster care is subject to the Department Head's approval.

4. Accrued Time Off

Employees having vacation, personal days, or Holidays on the books must use such time before unpaid leave will begin. This paid leave will be considered as part of the twelve (12) week leave for the purposes of the FMLA. The Employer shall continue to pay all health insurance premiums it would normally pay had the employee been working.

**SECTION 12.5: JURY DUTY LEAVE**

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. The employee will remit to the County any payment received for jury duty.

**SECTION 12.6: MILITARY LEAVE**

The Employer will comply with all current state and federal laws relating to military leave and benefits.

**ARTICLE XIII**

**HEALTH INSURANCE AND OTHER BENEFITS**

**SECTION 13.1: HEALTH AND DENTAL BENEFITS**

The Employer shall provide regular full-time bargaining unit employees health insurance, through the Midwest Operating Engineers Local 150 Health and Welfare Fund (“Union Plan”) and such employees will not participate in or be eligible for insurance coverage under the Employer’s group health insurance plan during the term of this Agreement. New employees will be covered on the first day of hire. Throughout the entire term of this Agreement and for so long as required by law, the Union and authorized Trustees of the Union’s health insurance plan represent and agree they will comply with all applicable laws to ensure that the health insurance plan offered to the covered employees includes a retiree health insurance to covered employees sufficient to satisfy the obligations of both the Employer and the Union as required by applicable law, including the Municipal Employees’ Continuance Privilege, 215 ILCS, 5/367j.

During the term of this Agreement, the Employer will contribute the following amounts to the Union Plan for such insurance coverage for the covered, active employees:

June 1, 2015:	\$700 single/\$1,700 family
January 1, 2016:	\$725 single/\$1,750 family
January 1, 2017:	\$750 single/\$1,800 family
January 1, 2018:	\$775 single/\$1,850 family

The Union will provide to the Employer a monthly census of active employees covered by the Union Plan by the first of each month. Payment will be made to the Union for coverage provided under the Union Plan by the tenth of each month.

**SECTION 13.2: DEATH BENEFIT**

The Employer will provide a Death Benefit in the amount of \$10,000.00 at no cost to the employee. Employees are eligible to enroll on the first day of the month following ninety (90) days of consecutive, active full-time employment.

## ARTICLE XIV

### SAFETY

#### **SECTION 14.1: COMPLIANCE WITH LAWS**

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

#### **SECTION 14.2: UNSAFE CONDITIONS**

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

## ARTICLE XV

### LABOR-MANAGEMENT MEETINGS

#### **SECTION 15.1: LABOR-MANAGEMENT CONFERENCES**

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

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

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

#### **SECTION 15.2: PURPOSE**

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

**ARTICLE XVI**

**SUBCONTRACTING**

**SECTION 16.1: GENERAL POLICY**

It is the general policy of the employer to continue to utilize employees to perform work they are qualified to perform. However, the employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency, provided such subcontracting will not cause the layoff or reduction in force of any bargaining unit employee.

## ARTICLE XVII

### UNIFORMS AND EQUIPMENT

#### **SECTION 17.1: UNIFORMS**

Uniforms will be provided for all maintenance employees. Employees are required to wear the uniform at all times. The employer agrees to supply each employee with five (5) hi-vis tee shirts which may be used in warmer months in lieu of the supplied uniform shirt. Only these supplied shirts may be worn and no employee purchased or previously supplied shirts will be acceptable. All OSHA and ANSI standards apply to required clothing for maintenance operations on highways and the tee shirts cannot be substituted for safety vests in required situations. The tee shirts shall be replaced annually prior to the warmer months. The care and maintenance of the tee shirts is the sole responsibility of the employee. Lost or stolen shirts shall not be replaced until the following season.

#### **SECTION 17.2: SAFETY SHOES/BOOTS**

Safety shoes shall be worn by all Maintenance employees as a condition of employment and no employee will be permitted to work without such safety shoes, except as circumstances otherwise require. Safety shoes for employees and shall meet the requirements established by OSHA, Reg. 1910-266 and ASTM or ANSI Z41-1999 Revisions. Casual style footwear, such as canvas, slip-ons and loafers are not acceptable footwear even though constructed with steel-toes. The McHenry County Division of Transportation shall initially provide each employee one pair of safety shoes and will administer a replacement program at the employers cost and will be reviewed/discussed as needed at a future labor management committee meeting.

For those employees who cannot participate directly in the safety shoe program because of a documented medical condition (physicians documentation must be provided) or a size/width of shoe is not available in those shoe styles provided in the program, the employer will reimburse

the employee the cost of up to \$100.00 once per year provided the employee provides the original receipt and new shoes.

Any shoe purchased must be in accordance with the provisions in Paragraph 1 (above). The employee is responsible for providing proper documentation that the shoe purchased meets those provisions.

The employee must provide adequate prior notice, and if applicable the appropriate documentation, before purchasing shoes outside those provided in the program.

### **SECTION 17.3: TOOLS**

The McHenry County Division of Transportation shall continue its current practice of providing all tools and materials, which, in its discretion, are deemed necessary.

## ARTICLE XVIII

### PERSONNEL RECORDS

#### **SECTION 18.1: PERSONNEL RECORDS**

The Employer shall follow the terms of the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq.

#### **SECTION 18.2: REMOVAL OF DISCIPLINE**

Any oral or written discipline, not including suspension, placed in an employee's file will be removed from the file after two (2) years, if there has been no recurrence of the same type of conduct giving rise to the discipline.

#### **SECTION 18.3: REJOINDER**

An employee may file a written rejoinder in their personnel file concerning any material in their personnel file.

#### **SECTION 18.4: DISCIPLINE**

The Employer shall notify the Employee within fourteen (14) days of a discipline investigation beginning, except in cases where a criminal investigation is also in progress. The Employer shall attempt to administer any subsequent discipline within one (1) month from such notice.

#### **SECTION 18.5 ATTENDANCE POLICY**

Regular attendance by employees is crucial for the operation of the Division of Transportation. When someone is absent, their teammates have to cover their workload. No matter how skilled an employee is, if they do not have a good attendance record, their contributions to the team are diminished. The purpose of this policy is to promote a consistent understanding of the importance of good attendance as it relates to the provision of quality customer service and lay out the progressive discipline that will be applied for failure to maintain good attendance.

One (1) absence incident is defined as one (1) day calling in sick. Pre-scheduled vacation, personal and comp time, FMLA, bereavement and Worker's Compensation days do not count as an absence for the attendance policy. An absence of at least one half (4 hours or more) of a scheduled work shift is counted as one (1) absence, whereas absences of less than one half (less than 4 hours) of the shift will be counted as one half (.5) day of absence for the purposes of the attendance policy.

Excessive absenteeism will not be tolerated and is subject to disciplinary action. Disciplinary action is to be taken as soon as practicable after each offense occurs. Each absence occurrence will remain on the employee's current record for 12 months from the date of the first absence. During that rolling 12-month time period, progressive disciplinary steps will be taken if absences continue.

#### **Attendance Disciplinary Procedures**

An employee will be subject to the following disciplinary steps for unscheduled absences during a 12-month rolling time period:

1. Absence incident, 1<sup>st</sup> time is exempt from discipline policy
2. Absence incident, 2<sup>nd</sup> time is exempt from discipline policy
3. Absence incident, 3<sup>rd</sup> time is exempt from discipline policy
4. Absence incident, 4<sup>th</sup> time is exempt from discipline policy
5. Absence incident, 5<sup>th</sup> time is exempt from discipline policy
6. Absence incident, 6<sup>th</sup> time is a verbal warning
7. Absence incident, 7<sup>th</sup> time is a written warning
8. Absence incident, 8<sup>th</sup> time is a 1 day suspension without pay
9. Absence incident, 9<sup>th</sup> time is a 3 day suspension without pay
10. Absence incident, 10<sup>th</sup> time is possible termination

**ARTICLE XIX**

**NON-DISCRIMINATION**

**SECTION 19.1: PROHIBITION AGAINST DISCRIMINATION**

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

## ARTICLE XX

### VACANCIES

#### SECTION 20.1: PERMANENT VACANCY

A permanent vacancy is created when the Employer determines to increase the workforce and to fill a new position or when any of the following personnel transactions take place in the bargaining unit, and the Employer determines to replace the previous incumbent: terminations, promotions or demotions.

#### SECTION 20.2: POSTING

Whenever a permanent vacancy occurs in an existing job classification or as a result of the development of, or establishment of, a new job classification, a notice of such vacancy is to be posted on all bulletin boards for seven (7) business days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so.

#### SECTION 20.3: SELECTION

Any Bargaining Unit employee may apply for a vacancy. The Employer may also fill the vacancy from outside the Bargaining Unit, as the Employer deems appropriate, if the outside applicant possesses greater skill and ability, as reasonably determined by the Employer, than a present employee applying for the vacancy.

Selections shall be based on seniority and qualifications, including such items as skill, experience, performance record, and interpersonal skills.

## ARTICLE XXI

### MANAGEMENT RIGHTS

#### SECTION 21.1: GENERAL INFORMATION

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

1. The right to determine its mission, policies, and set forth all standards of service offered to the public;
2. To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Employer;
3. To determine the methods, means, and number of personnel needed to carry out the department's mission;
4. To supervise and direct the working forces;
5. To hire and assign or to transfer employees within the McHenry County Division of Transportation;
6. To promote, suspend, discipline or discharge for just cause;
7. To lay off employees pursuant to the provisions of this Agreement;
8. To make, alter, publish and enforce rules and regulations, orders, policies and procedures;
9. To introduce new or improved methods, equipment or facilities;
10. To contract for goods and services;
11. To take any and all actions that may be necessary to carry out the mission of the Employer declared by the McHenry County Board or its designee, provided that no

right enumerated herein shall be exercised or enforced in a manner contrary or inconsistent with the provisions of this Agreement;

12. To determine its overall budget.

## ARTICLE XXII

### NO STRIKE/NO LOCKOUT

#### **SECTION 22.1: NO STRIKE**

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted refusal to perform overtime or mass absenteeism, during the life of this Agreement.

#### **SECTION 22.2: NO LOCKOUT**

The Employer will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

#### **SECTION 22.3: JUDICIAL RESTRAINT**

Nothing contained herein shall preclude the Employer or the Union from seeking judicial restraint and damages in the event the other party violates this Agreement.

ARTICLE XXIII

DRUG AND ALCOHOL POLICY

The parties agree that they will follow the Commercial Drivers License Drug and Alcohol Testing Procedure as adopted by the McHenry County Board. (A copy of that Policy is attached and made a part of this contract as Appendix "A"). The parties further agree that the application of this policy shall be subject to the terms of the Grievance Article of this Agreement (Article VIII) and that any discipline applied as a result of a violation of this policy shall be for just cause.

ARTICLE XXIV

WAGES

1. Effective July 1, 2014, wage rates will not increase.
2. Effective July 1, 2015, wage rates will increase by 1%.
3. Effective July 1, 2016, 1%.
4. Effective July 1, 2017, 1%.

Start rates:

July 1, 2014	\$18.75
July 1, 2015	\$18.75
July 1, 2016	\$18.75
July 1, 2017	\$19.00

ARTICLE XXV

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 re-negotiation.

ARTICLE XXVI

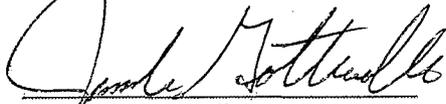
TERMINATION

This Agreement shall be effective as of the first day of July 1, 2014 and shall remain in full force and effect until the 30th day of June, 2018, whereupon it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. 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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of May, 2015 in the County of McHenry, Illinois.

COUNTY OF McHENRY

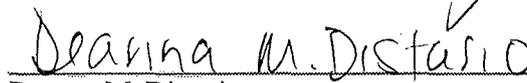
  
Joseph Gottemoller  
Chairman, McHenry County Board

\_\_\_\_\_  
Director, Human Resources

  
John Kelly, JD  
Attorney at Law

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 130

  
\_\_\_\_\_  
President/Business Manager

  
Deanna M. Distasio  
Attorney/Organizer

## APPENDEIX A

### COUNTY OF McHENRY COMMERCIAL DRIVERS LICENSE POLICY INCLUDING DRUG AND ALCHOHL TESTING

**PURPOSE:** The County owns and operates commercials motor vehicles with a gross combination weight rating of 26,001 pounds or more, including a towing unit with a gross vehicle weight rating of 10,001 pounds or more and vehicles designed to transport 16 persons including the driver.

**SCOPE:** All County employees that operate a commercial motor vehicle as part of their job responsibilities or who drive such vehicles from time to time as part of their primary work assignment shall obtain and maintain a valid Commercial Drivers License (CDL). The activity of operating a commercials motor vehicle while holding a CDL is a condition of employment and is considered as performing a safety sensitive function.

**STATEMENT OF POLICY:** The County of McHenry recognizes an obligation as an employer to comply with the Omnibus Transportation Employee Testing Act of 1991 requiring drug and alcohol testing of safety-sensitive employees in the aviation, motor carrier, railroad, and mass transit industries. The Federal Highway Administration (FHA) has issued rules requiring drug and alcohol testing under certain circumstances by employers of their employees holding a CDL.

**CDL Revokes, Suspended or Canceled.** In the event that a driver's CDL is revoked, suspended, or canceled, the driver will have up to 60 days in which to regain their CDL. During this period, a driver may be placed on an administrative leave of absence. Time charged, if available, to accrued paid time off (i.e.: vacation or compensatory time), and any remaining time begin leave without pay. A driver may also be assigned to a non-driving position or a position not requiring a CDL during this 60-day period, if available. Any reassignment is solely at the discretion of the Department Head.

In the event that a driver is unable to regain their CDL at the end of the 60-day period, the driver shall be subject to termination. Each separation is reviewed on a case by case basis by the Department Head and the Director of Human Resources. A driver terminated from the County for the loss of CDL privileges may reapply for re-employment after regaining their CDL. Re-employment of a former driver shall be at the sole discretion of the County, and be dependent on the availability of an open position.

A lifetime disqualification from holding a CDL will result in the termination of the employee that is required to hold and maintain a valid CDL as a condition of employment.

#### **SUMMARY of CDL DISQUALIFICATION'S UNDER ILLINOIS LAW**

An employee holding a CDL who is disqualified from operating a commercial motor vehicle for traffic violations, alcohol, drug(s), or other violations of Illinois law. Such disqualification may be either temporary or lifetime. The holder of the CDL will be subject to whatever disqualifications are in effect at the time of an infraction.

**Traffic Violations.** Serious traffic violations while operating a commercial motor vehicle are defined as:

- Exceeding the speed limit by 15 or more miles/hour;
- Reckless driving;
- Following too closely;
- Illegal lane usage; or
- Any traffic violation concerning a fatal accident.

**Under Illinois law**

- 2 serious traffic violations within a 3-year period will result in a 60-day disqualification.
- 3 serious traffic violations within a 3-year period will result in a 120-day disqualification.
- Such disqualifications are subject to the applicable provisions of this policy.

**NOTE:** Serious traffic violations while operating a non-commercial motor vehicle may result in the suspension of a CDL.

**Alcohol Violations.** Under Illinois law, all drivers operating a vehicle on the highway automatically give their consent to submit to certain tests to determine blood alcohol while driving. A CDL driver found to have a Blood Alcohol Concentration (BAC) of any alcohol, or drug, or both will be placed out of service for at least 24 hours. A CDL driver disqualified for an alcohol violation while driving a commercial motor vehicle will be subject to the applicable provisions of this section.

- A driver shall be disqualified from driving a commercial motor vehicle under Illinois law for at least 12 months for the first instance of:
  1. Refusing to submit to or failing to complete a test of the driver's BAC; or
  2. Operating a commercial motor vehicle while their BAC of the driver is 0.04 or greater; or
  3. Conviction (no matter what the BAC) of driving under the influence of alcohol, drugs, or both.
- A driver who commits a second violation of any of the alcohol offenses listed above, arising from 2 or more separate incidents, is disqualified for life.

**NOTE:** Alcohol related convictions while driving a non-commercial motor vehicle may result in the suspension of a CDL.

**Other Offenses.** Other violations of Illinois law can lead to a driver's disqualification of holding a CDL.

- Disqualification can occur for at least 12 months for:
  1. Knowingly and willfully leaving the scene of an accident while operating a commercial motor vehicle; or
  2. Committing a felony while operating a commercial motor vehicle.
- Disqualification for **LIFE** will result for:
  1. A second violation from either of the 2 offenses listed above;
  2. A combination of any 2 offenses including the above and alcohol and/or drug(s); or

3. The use of a commercial motor vehicle in the commission of a felony involving the manufacturing, distribution, or dispensing of a controlled substance.

### **CDL DRIVER RESPONSIBILITIES**

- It is the driver's responsibility to maintain and renew their CDL when due. The driver shall provide a copy of their current CDL upon request of the County. If a driver allows his/her CDL to expire, he/she will have 60 days from the date of expiration to regain their CDL.
- Illinois law requires proof of insurance when operating a vehicle. Based on this law the County provides insurance for all County vehicles. A driver not having insurance while operating a personal vehicle is in violation of Illinois state law. If a driver loses their CDL for not having personal insurance, they must report such loss to their immediate supervisor within 1 day of the notification of the loss. The driver will have 60 days from the date of loss to regain their CDL.
- An employee holding a CDL as a condition of employment must notify their supervisor of all suspensions, revocations, or cancellations of their driving privileges and any disqualification(s) or out of service action. If a driver fails to notify their supervisor of such loss of driving privileges, he/she will be subject to immediate disciplinary action up to and including termination of employment.
- According to Illinois law, any in-state or out-of-state traffic conviction(s) of a CDL holder are to be reported to the employer within 30 days of the date of conviction. Under the County's CDL policy, a driver convicted of any traffic violation shall report such conviction to their supervisor within 30 days of the conviction. In reporting either an in-state or an out-of-state conviction(s), the driver shall complete a Commercial Drivers License Traffic Conviction Notification Form. Once the form is completed, it shall be forwarded to his/her department head. Failure to notify a supervisor of a traffic conviction(s) within 30 days shall be subject to disciplinary action.
- The operation of any County commercial motor vehicle by a County employee without a valid CDL is **STRICTLY PROHIBITED**. The operation of a County commercial motor vehicle by an employee without a valid CDL will be subject to immediate disciplinary action up to and including termination from employment.

### **ALCOHOL and DRUG PROHIBITIONS of CDL DRIVERS who are COUNTY EMPLOYEES**

An employee required to maintain a CDL as a condition of employment is prohibited from the operation of a commercial vehicle for alcohol related conduct including:

1. While using alcohol;
2. While having a blood alcohol concentration (BAC) of 0.04 or greater;
3. Within 4 hours of using alcohol;
4. Refusing to submit to an alcohol test; or

5. Using alcohol within 8 hours after an accident or until after a required post accident test.

An employee holding a CDL as a condition of employment is prohibited from any unauthorized use of controlled substance(s) on or off duty.

Testing for alcohol/drug(s) use is required under 5 situations:

1. Pre-Employment. Conducted before applicants are hired into a position requiring a CDL or before an employee is transferred from a position not requiring a CDL to a position that requires the possession of a CDL.
2. Post-Accident. Conducted after an accident of a CDL driver.
  - a. Who was issued a citation for a moving traffic citation;
  - b. For a driver involved in a fatal accident, regardless of whether the driver received a citation;
  - c. An accident where one or more persons involved in the accident are treated away from the scene, immediately thereafter, for injuries sustained in the accident;
  - d. Accident where one or more of the vehicles is towed away from the scene due to disabling damage;
  - e. Any time there is property damage to a County vehicle and/or person's property (i.e.: vehicle fence, mailbox, etc.).
3. Reasonable Suspicion. Conducted when a supervisor observes behavior or appearance that is characteristic of an alcohol/drug misuse. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. The supervisor must complete a Reasonable Cause/Suspicion Form.
4. Random. Conducted throughout the year on a random unannounced basis immediately before, during, or immediately after the driver's performance of CDL activities.
  - The procedure used to determine which drivers are subject to random testing in a given year shall ensure that each CDL driver has an equal chance of selection.
5. Return to work and follow-up. Conducted when a driver has violated any prohibited alcohol/drug conduct standards returns to work in capacity requiring a CDL. The driver is subject to a minimum of 6 unannounced follow-up tests over the first 12 months after their return to duty in a CDL position. Follow-up testing may be extended for up to 60 months following a driver's return to CDL position. The frequency and time period is determined by the Substance Abuse Professional (SAP).

## **RANDOM ALCOHOL TESTING**

Random alcohol testing shall be conducted on an unannounced basis on unannounced dates and times with unpredictable frequency through the year. Initially, the number of random tests conducted by the County must be equal to at least 25% of the County's entire employees required to have CDLs.

There are three categories of test results:

1. Blood alcohol concentration below 0.02 equals a negative result.
  2. Blood alcohol concentration between 0.02 and 0.04 requires the driver to stand down for 24 hours.
  3. Blood alcohol concentration equal to or greater than 0.04 equals a positive result.
- The rules require breath testing to be done on Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA). A screening test is conducted first. Any result less than 0.02 blood alcohol concentration is considered negative. If blood alcohol concentration is 0.02 or greater, a second confirmation test must be conducted.
  - A CDL driver who has a confirmed blood alcohol concentration when tested of 0.02 or greater shall be removed from County driving related activities for 24 hours, without pay.
  - When the results of either a Random Alcohol Test or Reasonable Cause/Suspicion Alcohol Test lead the County to find that a CDL driver has engaged in prohibited alcohol conduct. The driver will immediately be removed from driving any County motor vehicle, without pay.
  - The driver cannot resume the operation of a commercial motor vehicle for the County until he/she:
    1. Is evaluated by a Substance Abuse Professional;
    2. Complies with all treatment recommendations; and
    3. Tests negative in a follow-up test.
  - A finding that a CDL driver has engaged in prohibited conduct may result in the County imposing discipline, up to and including discharge from employment.
  - The CDL driver is responsible for all costs relating to a positive Random or Reasonable Cause/Suspicion testing.

## **RANDOM DRUG TESTING**

Random drug testing shall be conducted by the County on an unannounced basis and must initially equal a number that is at least 50% of all County CDL drivers. The number of tests in subsequent years is based on the number of positive drug test results in the preceding year.

- Drug testing is conducted by analyzing a CDL driver's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services for the following drugs:
  1. Marijuana (THC metabolite);
  2. Cocaine;
  3. Amphetamines;
  4. Opiates (including heroin); and
  5. Phencyclidine (PCP)
  
- The testing is a 2-stage process. First, the screening test is conducted. If it is positive for one or more of the drugs listed above, then a confirmation test is conducted for each identified drug. The confirmation test is a gas chromatography/mass spectrometry (GC/MS) analysis.
  
- Any CDL driver who has a positive result on the confirmation drug test is interviewed by the Medical Review Officer (MRO). The driver cannot resume the operation of a commercial motor vehicle until he/she:
  1. Is evaluated by a Substance Abuse Professional;
  2. Complies with all recommended rehabilitation; and
  3. Tests negative to a follow-up test.
  
- The County will utilize Centegra Memorial Medical Center physician as the Medical Review Officer (MRO).
  
- The findings by the MRO that a driver has engaged in prohibited conduct may constitute cause for termination of employment with the County.
  
- The CDL driver is responsible for all cost relating to a positive random drug testing.
  
- If a driver is taking prescription medications in conformity with the lawful directions of the prescribing physician or non-prescription medications in conformity with the manufacturers specify dosage and the driver notifies the County and the testing facility before laboratory tests. A positive test result consistent with the ingredients of such medications shall not constitute cause for discipline. The County may require the driver to provide evidence that all prescription medication have been lawfully prescribed by a physician.

#### **EDUCATION and TRAINING**

- Annually the County will provide information concerning drug and alcohol abuse to all CDL drivers.
- Only trained supervisors may make a determination of reasonable suspicion for drug and alcohol testing of any CDL driver.
- Risk Management is available to answer driver's questions regarding this policy and its application.

## CONFIDENTIALITY

All alcohol/drug testing results and records are maintained under strict confidentiality by the Department Head, drug testing laboratory, medical review officer (MRO), and when applicable, the Substance Abuse Professional (SAP). Such materials will not be released to others without the written consent of the driver.

- Exceptions to the above as prescribed by law to the confidential provisions:
  1. Federal and State transportation agencies with jurisdiction;
  2. When license or certification actions may be required; or
  3. A decision-maker in grievance, arbitration, litigation, or administrative proceedings arising from a positive test result or driver initiated action.

## ADDITIONAL DISCIPLINARY PENALTIES

Discipline may be imposed by the County for any of the following behaviors in addition to those referred to in other sections of this policy.

1. Refusal to Provide a Urine Specimen. A driver's refusal to provide a urine specimen for laboratory testing, when required by the County in its efforts to comply with the Omnibus Employee Transportation Act of 1991 will constitute cause for discharge.
2. Refusal to Submit to Evidential Breath Testing. A driver's refusal to submit to an Evidential Breath Testing, when required by the County in its efforts to comply with the Omnibus Employee Transportation Act of 1991 will constitute cause for discharge.
3. Tampering with or Substitution of a Specimen. Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine specimen. The driver's own or another driver's specimen shall constitute cause for discharge of the driver who engages in such activities.

## VOLUNTARY REQUEST FOR ASSISTANCE AND DISCIPLINE

The County will take no adverse employment action against any driver required to maintain a CDL as a condition of employment who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem. The County may require reasonable reassignment of the driver with pay corresponding to the reassigned position.

The County will make available through its group health care plan a means by which the driver may obtain counseling and/or referral for treatment. All such requests for assistance and/or referral for treatment shall remain confidential and any information received by the County concerning counseling, referral, and/or treatment shall not be used in any manner adverse to the driver's interest.

- The foregoing is contingent upon:
  1. The driver agreeing to the appropriate treatment as determined by the physician(s) involved, including the driver's physician.

2. The driver discontinues his/her drug(s) or abuse of alcohol.
3. The driver completes the course of treatment prescribed, including an "After Care" group for a period of up to 12 months.
4. The driver agrees to submit to random testing during working hours during the "After Care."
5. Drivers that do not comply with or do not act in accordance with this section, or test positive a second or subsequent time for the presence of drug(s) or alcohol shall be subject to immediate discharge.
6. The foregoing shall be construed as an obligation on the part of the County to retain a driver on active status throughout the period of rehabilitation. If it is appropriately determined that the driver's current use of alcohol or drug(s) prevents such individual from performing his/her CDL activities in a safe manner such driver shall use accumulated paid leave or take unpaid leave of absence, depending upon treatment.

### **RECORDKEEPING**

In order to provide certain information to the Federal Highway Administration and to protect driver confidentiality, the County is required to maintain certain records of its alcohol and drug use prevention program. The records will be maintained in a secured location with controlled access by authorized personnel.

- The types of records to be maintained include:
  1. Documents related to the random selection process for drug and alcohol testing;
  2. Records related to a driver's test results;
  3. Records related to education and training; and
  4. Records related to driver's licenser.

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING

Should the County Government Campus close during the winter season due to severe weather (snow and/or ice) during normal business hours for a partial (more than two (2) hours) or full business day in which County employees are sent home and the Division of Transportation employees are required to work, the Division of Transportation will schedule a Labor Management meeting to discuss with the union possible payment-in-kind options.