

STATE OF ILLINOIS )

SS.

COUNTY OF KANE )

**RESOLUTION NO. 25-410**

**AUTHORIZING EXECUTION OF COLLECTIVE BARGAINING AGREEMENT  
FOR KANE COUNTY DIVISION OF TRANSPORTATION**

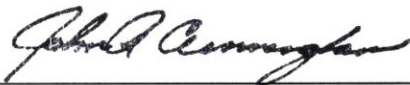
WHEREAS, the collective bargaining agreement ("CBA") between the Kane County Division of Transportation ("KDOT"), the County of Kane ("County"), and the General Chauffeurs, Salesdrivers, and Helpers, Local No. 330 affiliated with the International Brotherhood of Teamsters for the Kane County Division of Transportation ("Union") will expire on October 31, 2025; and

WHEREAS, the County, KDOT and the Union have been engaged in good faith negotiations concerning the wages, hours and other terms and conditions of employment in relation to KDOT's bargaining unit for the terms of a successor collective bargaining agreement; and

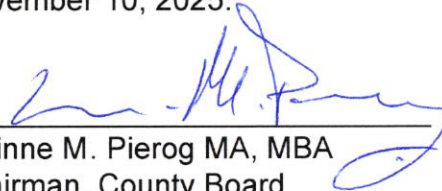
WHEREAS, the parties have reached an agreement concerning wages, hours and other terms and conditions of employment to be included in a new collective bargaining agreement covering the period from November 1, 2025 through October 31, 2028 (the "Successor CBA").

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to enter into and execute, on behalf of the County of Kane, the Successor CBA between the County, KDOT, and the Union in relation to the Kane County Division of Transportation's bargaining unit, a copy of which agreement is on file at the County Board Office and the Kane County State's Attorney's Office, and which shall also be filed with the offices of the Kane County Clerk and the Kane County Auditor upon execution.

Passed by the Kane County Board on November 10, 2025.



John A. Cunningham, MBA, JD, JD  
Clerk, County Board  
Kane County, Illinois



Corinne M. Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

Vote:

PASSED

**AGREEMENT BETWEEN  
THE COUNTY OF KANE  
AND  
GENERAL CHAUFFEURS, SALES DRIVERS, AND  
HELPERS, LOCAL UNION NO. 330  
FOR THE KANE COUNTY DIVISION OF  
TRANSPORTATION**



**EFFECTIVE NOVEMBER 1, 2025 THROUGH OCTOBER 31, 2028**

**TEAMSTERS LOCAL 330 EXECUTIVE BOARD**  
**2400 BIG TIMBER RD., BLDG. B, SUITE 201**  
**ELGIN, IL 60124**  
**(847-695-1516)**

**PRESIDENT**  
**DOMINIC ROMANAZZI**

**VICE PRESIDENT**  
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**SECRETARY/TREASURER**  
**JIM HICKEY**

**RECORDING SECRETARY**  
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**TRUSTEES**  
**DALE HARTJE**  
**WALTER SPAGNOLA**  
**CORY HALLAHAN**

Website: [www.teamsters330.org](http://www.teamsters330.org)

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## **AGREEMENT**

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

### **ARTICLE 1** **PURPOSE AND RECOGNITION**

#### **1.1 Purpose**

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

#### **1.2 Recognition**

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

Highway Maintainer I, II, and III

Mechanic I, II, and III

Tech I

Shop Tech I

Inventory Manager I and II

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

### **ARTICLE 2** **MANAGEMENT RIGHTS**

#### **2.1 Management Rights**

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

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

## **2.2 Limitations**

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

## **2.3 Work Rules or Personnel Policies**

The Employer will provide copies of any new or revised work rules or personnel policies governing employee conduct at least two (2) days prior to the date they are implemented. The parties recognize the Union's right to challenge the reasonableness of such rules or policies pursuant to the Grievance Procedure under Article 8 of this Agreement.

# **ARTICLE 3 NON-DISCRIMINATION**

## **3.1 Equal Employment Opportunity**

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

## **3.2 Prohibition Against Discrimination**

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

## **3.3 Union Membership or Activity**

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

## **3.4 Gender Neutrality of Language**

For purposes of this Agreement, references to the masculine or feminine gender (e.g., "he," "she," "his," or "her") shall be construed to be neutral as to gender, sexual orientation and gender identity. Those terms are used for grammatical convenience only.

**ARTICLE 4**  
**MAINTENANCE OF STANDARDS**

**4.1 Maintenance of Standards**

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

**4.2 Limitations**

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

**ARTICLE 5**  
**UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS**

**5.1 Union Activity**

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

**5.2 Union Access with Notification**

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

**5.3 Bulletin Boards**

The Employer shall provide two (2) Union bulletin boards which shall be used for the purpose of posting proper Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment. Postings shall not contain inflammatory and/or derogatory statements towards the Employer.

**5.4 Union Steward**

The Employer recognizes the right of the Union to designate up to one (1) steward and one (1) alternate steward at the Kane County Division of Transportation building. The Employer shall not be required to recognize any steward or alternate steward unless and until the Union notifies the Employer of the names and date of appointment of such steward and alternate in writing via letter, signed by the Union President. The Union shall notify the Employer of changes in regard to Union Stewards or Alternates within ten (10) business days after such changes occur (email notice is acceptable). The authority of Steward and Alternate, so designated, shall be limited to and shall not exceed the following

duties and activities during working hours: Investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.

The Steward and Alternate shall not conduct any Union business during working hours except for when involved in the normal discussion and handling of grievances on behalf of bargaining unit employees pursuant to the Grievance Procedure under Article 8 of this Agreement.

When addressing issues outside the scope of discussing active grievances with the Employer, Stewards and Alternates shall discuss grievances in a manner that does not disrupt the work of employees.

The Steward and Alternate may discuss Union business before and after their working hours and during authorized break periods.

**ARTICLE 6**  
**PROBATIONARY AND SEASONAL EMPLOYEES**

**6.1 Probationary Employees**

Newly hired employees shall be considered probationary for a period of four (4) months from the date of employment, excluding time lost for sickness and other leaves of absence. The probationary period may be extended to six (6) months with prior notice to the Union with the understanding that the employee will receive the full hourly rate of pay for each respective classification as set forth in Schedule A beginning on the new employee's first day of their fifth (5<sup>th</sup>) month of employment (*i.e.*, upon completion of four (4) full months of service).

**6.2 Seasonal/Summer Employees**

A Seasonal/Summer employee is one who is hired for a limited period not to exceed three (3) months during the months of June through August of each year. Seasonal/Summer employees will be informed at the time of hire, that he/she has been hired for a special project or to replace an employee(s) on leave and/or vacation. There shall be a limit of three (3) Seasonal/Summer employees each summer season. This number may be increased only if agreed to by both parties (Union & Management) in writing prior to the start of each Summer season.

**6.3 Seasonal/Winter "Snowbird" Employees**

A Seasonal/Winter employee referred to as a "Snowbird" is one who is hired for a limited period not to exceed four (4) months during the months of December through March (Snow and Ice Season) of each year. Snowbirds will perform general tasks in the Division of Transportation. Snowbirds will be utilized primarily to replace full-time regular employees that may be on leave and/or vacation, or for special projects. There shall be a limit of four (4) Snowbirds per Snow and Ice season each year. This number may be increased if agreed to by both parties (Union & Management) in writing prior to the start of each Snow and Ice season.

The Department will not hire any seasonal employees for the purpose of laying off any full-time regular employees. Regular full-time employees will be given priority for all overtime work opportunities before seasonal employees.

**ARTICLE 7**  
**TERMINATION AND DISCIPLINARY ACTION**

**7.1 Progressive Discipline**

The Employer shall have the right to discharge, suspend and/or discipline any employee for just cause. The Employer will utilize progressive disciplinary steps when engaging in disciplinary action whenever appropriate. The normal progressive discipline shall be as follows:

- 1<sup>st</sup> Offense – Oral Warning
- 2<sup>nd</sup> Offense – Written Warning
- 3<sup>rd</sup> Offense – Suspension (up to three (3) days)
- 4<sup>th</sup> Offense – Termination

Documented disciplinary action may not be used for further progressive discipline under this Agreement after twelve (12) months have elapsed since the employee was last disciplined for the same or similar offense. This will be a twelve (12) month rolling period based on the date of the occurrence, with past warnings automatically discarded (for discipline purposes) after their active period, thereby reducing all subsequent occurrences accordingly.

The Employer may skip one or more steps of the progressive discipline and may proceed directly to suspension or immediate discharge in appropriate cases. Depending on the circumstances involved, when the offense is egregious termination will result, subject to the Grievance Procedure. Examples of “Egregious” offenses include but are not limited to those referenced in Section 7.2 below.

**7.2 Egregious Offenses**

- a. Falsification of employment, personnel or business records.
- b. Theft (unauthorized taking) of property of the Employer, a resident or co-worker.
- c. Fighting, threatening or engaging in violence on working time and/or while officially engaged in any activities on behalf of the County.
- d. Damaging, destroying or defacing County property or property of another employee or resident through means other than normal wear/tear or common use in the proper performance of services.
- e. Use, sale or possession of alcohol or unlawful drugs on working time or reporting to work under the influence of or impaired by alcohol or unlawful drugs prohibited by state or federal law on working time.
- f. Violation of any law or ordinance related to the possession or control of guns, ammunition, weapons or explosives while on working time and/or while engaged in official activities on behalf of the County.
- g. Violation of policy against harassment.

### **7.3 Pre-Disciplinary Meeting**

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Employer shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so, requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. The Employer agrees to provide the Union notice of the Pre-Disciplinary Meeting at least forty-eight (48) hours prior to the start of the meeting. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings if so desired.

If the Employer determines that there is evidence or reasonable suspicion that an employee has committed a serious or egregious offense, the Employer, at its discretion, may place an employee on administrative leave with or without pay. The Employer will notify the Union in writing of placing any employee on administrative leave within two (2) business days from the date of commencement of the administrative leave. If the employee desires to contest being placed on administrative leave, he/she or a Union representative shall give written notice thereof to the Employer within five (5) business days of the commencement of the leave. In such event, this dispute shall be submitted and processed under the Grievance Procedure set forth in Article 8, commencing at the Step 3 level.

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

The Employer will promptly notify the Union in writing (email is sufficient) of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Grievant or Union desires to contest the discharge or suspension, written notice thereof must be provided to the Employer within five (5) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the Grievance Procedure set forth in Article 8, commencing at the Step 3 level.

### **7.5 Calculation of Time**

All time limits herein and references to "working days" shall be deemed exclusive of Saturdays, Sundays and County Board approved holidays.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

### **8.1 Intent of Parties**

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

## **8.2 Definition and Process**

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

- Step 1. Within five (5) working days of the occurrence giving rise to the grievance, or within five (5) working days of the employee becoming aware of the occurrence giving rise to said grievance, the employee having the grievance shall take it up with his immediate supervisor. The immediate Supervisor shall give his answer to the employee, and/or the Union representative in writing within five (5) working days after the presentation of the grievance in Step 1.
- Step 2. If the grievance is not resolved in Step 1, the grievance shall be reduced to writing (setting forth the alleged violation and relief sought), signed by the grievant and/or Union representative, and presented to the Kane County Director of Transportation (hereinafter referred to as the “Director”) or his designee within five (5) working days of the immediate Supervisor’s Step 1 response. The Union will schedule a grievance meeting with the Director, or his designee, within five (5) working days at a mutually agreeable time and place in order to attempt to resolve the grievance. A grievance presented in at Step 2 shall be answered in writing by the Director, or his designee, within five (5) working days after the conclusion of the grievance meeting.
- Step 3. Request for Grievance Committee Panel Hearing. If the grievance is not resolved in Step 2, the grievant and/or Union may, within five (5) working days after receiving the answer in Step 2, seek agreement from the Employer to elect to mutually agree to present the grievance to an impartial Grievance Committee Panel Hearing for final and binding resolution.

The Employer shall respond in writing within two (2) working days’ indicating whether it agrees to the use of a Grievance Committee Panel Hearing. If the Employer declines, the grievance shall proceed directly to Arbitration as outlined in Section 8.7.

If the Employer agrees to an impartial Grievance Committee Panel Hearing, a Grievance Committee Panel shall be formed consisting of four (4) members. Two (2) members of the Grievance Committee Panel will be selected by the Chairman of the Kane County Board (or designee), but such members may not be employed by the Division of Transportation. Two (2) members will be selected by the Union, but such members may not be employed by Local 330. The Principal Officer of Local 330 shall serve as the Chairman of the Grievance Committee Panel Hearing, but he shall not be a voting member of the Grievance Committee Panel.

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

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

#### **8.4 Grievance Committee Panel Hearing**

Grievance Committee Panel Hearings shall be held at the office of Teamsters Local 330 within five (5) working days of the request and mutual agreement to proceed with the Grievance Committee Panel Hearing process. Any oral or documentary evidence deemed relevant by the Grievance Committee Panel may be received in evidence. The proceedings shall be informal. Technical rules of evidence shall not apply. A verbatim record of the proceedings may be made. Transcripts may be ordered at the expense of the party ordering them, but the transcripts shall not be necessary for a decision by the Grievance Committee Panel. The expense of the proceedings, established and agreed to in advance by the Union and the Employer, shall be borne equally between the Union and the Employer. The majority action/vote shall constitute the actions and rulings of the Grievance Committee Panel.

#### **8.5 Jurisdiction**

The Grievance Committee Panel shall have jurisdiction only over disputes arising out of grievances as defined in Section 8.2 of Article 8, and shall have no power to add to, or subtract from, or modify in any way the provisions of this Agreement.

#### **8.6 Decision of the Grievance Committee Panel**

The Grievance Committee Panel shall render a written decision at the conclusion of the hearing, which shall be final and binding on the parties. The Chairman of the Grievance Committee Hearing Panel will be the Principal Officer of Local 330, who will mail or otherwise deliver a free copy of the Grievance Committee Panel's written decision to the parties and their representatives.

#### **8.7 Deadlock of the Grievance Committee Panel**

In the event of a deadlock by the Grievance Committee Panel (or if the Parties did not mutually agree to participate in the Grievance Committee Panel process), the matter may be submitted to final and binding resolution of the grievance by an arbitrator at the election of the Union within five (5) working days of the decision of the Grievance Committee Panel or, if the Employer declines to proceed to a Grievance Committee Panel, within five (5) working days of the Employer's written notice of such declination.

If arbitration is pursued, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). If FMCS is not available, a comparable service will be utilized. The parties shall alternately strike the name of three (3) arbitrators from the list, with the moving party striking first. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union and such arbitrator shall be notified of the hearing arrangements. The parties agree to ensure the hearing date is not unreasonably delayed.

#### **8.8 Arbitration Hearing and Costs**

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator at the start of the hearing. The Employer or Union shall have the right to request that arbitrator to require the presence of witnesses and/or documents. Each party shall be responsible for

compensating its own representatives and witnesses. The expenses and fees of the arbitrator and the cost of the hearing shall be shared equally by the Union and the Employer. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available to the arbitrator. If the other party desires a copy, it shall pay for the costs of its copy.

**8.9 Arbitrator’s Jurisdiction**

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

**8.10 Arbitrator’s Decision**

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

**8.11 Grievances Related to Suspension or Discharge**

A grievance concerning a discharge or suspension may be presented initially at Step 3, within the time limits specified in Article 7, Section 7.4

**8.12 Waiver**

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to Article 8 of this Agreement, i.e., if a grievance is not submitted or presented within the time limits set forth above, it shall be considered “waived.”

**ARTICLE 9**  
**HOURS OF WORK AND OVERTIME**

**9.1 Normal Workday/Week**

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

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

## **9.2 Guaranteed Hours**

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

## **9.3 Lunch/Break**

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

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

## **9.4 Reasonable Overtime Hours Required**

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

## **9.5 Overtime Compensation**

Eligible personnel shall be compensated at a rate one and one-half (1½) times their regular hourly rate of pay under the following circumstances:

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

Subject to the overtime rules in Section 9.5, a covered employee may earn and accumulate up to fifty-six (56) hours of compensatory time off in a “Comp Bank” within the fiscal year period, December 1 through November 30. Prior to December 1 of every year, covered employees must elect the first fifty-six (56) hours of overtime to be accumulated in the “Comp Bank” for the following fiscal year or not be eligible until the next fiscal year to participate. All time in the “Comp Bank” must be used between April and November 15 every year or any unused time remaining in the “Comp Bank” as of November 16 will be paid to the employee at the applicable rate at the time of payout.

In order to assure the orderly performance and continuity of services, each eligible employee wishing to schedule time off using their “Comp Bank” and seniority should request such leave as far in advance as reasonably possible, but no later than April 1<sup>st</sup> of the fiscal year. “Comp Bank” time off will then be scheduled, insofar as practicable, at those times requested by each employee, giving due consideration to seniority. However, because of the nature of the work and the requirement that the orderly performance and continuity of services be maintained, it may be necessary to limit (based on the Superintendent’s discretion) the number of employees off or prohibit employees from taking “Comp Bank” time off, during a particular period or at the same time. Requests submitted after April 1<sup>st</sup> will be considered on a first come basis without regard to seniority and are subject to the Superintendent’s approval. The use of “Comp Bank” time off can be used in hourly increments with the prior approval of the Superintendent.

With the exception of compensatory time, time off with pay must be used before any unpaid time off is used.

#### **9.6 “Time-Worked” Inclusions**

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

#### **9.7 No Pyramiding of Overtime**

There shall be no pyramiding of overtime.

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

An employee called in or back, for work in excess of work comprising his normal workday or workweek during the period from October through April, shall receive a minimum of four (4) hours’ work at the applicable overtime rate if sent home upon arrival; however, if the employee is put to work during this period, he shall receive a minimum of four (4) hours’ work at the applicable overtime rate. All employees shall be required to punch/sign in and out. Employees called in or back for work outside the period of October through April will receive a minimum of two (2) hours of overtime pay if sent home within two (2) hours.

If an employee is called in to perform work outside his regularly scheduled shift, he shall have one (1) hour to report to work. Employees will be subject to discipline for being tardy or failing to show.

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

**Example 1.** The regular shift commences at 7:00 a.m. and the employee is called in at 5:00 a.m. and continues to work until 7:00 a.m. and then commences his regular 7:00 a.m. shift. The employee would receive 2 hours' pay at 1½ times the regular rate.

**Example 2.** The employee's regular shift ends at 3:30 p.m. and the employee is held over until 5:00 p.m. The employee would receive 1½ hours' pay at 1½ times the regular rate.

**Example 3.** The employee's shift ends at 3:30 p.m. The employee goes home. The employee is called at home and returns to work at 6:00 p.m. The employee works until 8:00 p.m. and is sent home. The employee receives 4 hours of pay at 1½ times the regular rate.

**Example 4.** The employee's shift ends at 3:30 p.m. The employee is held over until 5:00 p.m. and then goes home. The employee is called at home and returns at 1:00 a.m. and works until 4:00 a.m. The employee goes home and returns at 7:00 a.m., the regular shift time. The employee would receive 1½ hours at 1½ times the regular rate for the hours worked until 5:00 p.m. The employee would receive 4 hours at 1½ times the regular rate for the hours between 1:00 a.m. and 4:00 a.m.

When half (½) group call outs are made and a vacancy exists, such vacancy shall be offered to full-time employees, before part-time employees are utilized.

## **9.9 Overtime Records and Distribution**

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

# **ARTICLE 10 WAGES**

## **10.1 Wages**

Each eligible employee on the payroll of the Employer on that date and within the job classifications as set forth in Schedule A and Schedule B shall receive the straight-time hourly rates of pay as set forth therein.

## **10.2 Deduction from Wages**

The amounts listed in Schedule A and Schedule B shall be gross pay. Nothing contained in this Agreement is intended to alter the current method of deducting amounts from employee compensation mandated now or at any time during the course of this Agreement, by federal or state statute or regulations. These items include, but are not limited to, the following: federal and state income tax, FICA payments, IMRF contributions and Health and Welfare contributions. In addition, nothing contained in this

Agreement is intended to prevent the deduction from an employee's wages of any amount for any purpose under the terms of an order of a Court of competent jurisdiction and/or as otherwise required by law.

### **10.3 Boot Allowance**

Each bargaining unit employee will receive an annual allowance of up to two hundred dollars (\$200.00) for use to purchase boots among a list of styles/brands approved by the Employer and through the Employer's designated vendor(s) who visit generally during the Fall of each year.

## **ARTICLE 11 SENIORITY**

### **11.1 Definition**

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

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

### **11.2 Accrual**

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

(b) Bargaining Unit seniority shall accrue during: (1) a continuous authorized leave of absence without pay up to six (6) months; (2) for the period of maternity leave (12 workweeks for parental leave taken pursuant to the FMLA), or longer if required by law, provided that the employee was released to and returned to work immediately following the expiration of such leave of absence; (3) during an authorized leave of absence with pay; (4) during a period of continuous layoff not to exceed the lesser of six (6) months or the length of an employee's length of continuous employment, if the employee is recalled into employment; and (5) during an approved sick leave of up to six (6) months.

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

### **11.3 Loss of Seniority**

An employee's seniority shall be lost when he:

(a) Terminates voluntarily.

(b) Is discharged for just cause.

(c) Willfully exceeds an official leave of absence.

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

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

**11.4 Application**

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

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

**11.5 Layoff**

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

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

**11.6 Recall**

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

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

**ARTICLE 12**  
**HEALTH AND WELFARE**

**12.1 Coverage**

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

<b><u>Effective Date</u></b>	<b><u>Contribution</u></b>
Effective November 1, 2025	\$488.00 per week for each covered employee

June 1, 2026	\$508.00 per week for each covered employee
June 1, 2027	\$538.00 per week for each covered employee
June 1, 2028	The Employer agrees to pay any additional amount needed to maintain the Class “D” insurance beginning on this date. It is understood that the rate will be determined by the Board of the Suburban Teamsters of Northern Illinois Health and Welfare Fund. The Employer will pay the weekly rate needed for the duration of the collective bargaining agreement which will expire on October 31, 2028, at which time the parties will be in contract negotiations.

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

During the term of this Agreement, each employee shall continue to contribute a total of forty-nine dollars (\$49.00) per week. This is status quo with no employee increase.

County and employee contributions for the Suburban Teamsters of Northern Illinois Health and Welfare Fund are to commence thirty (30) days after the first date of hire. The Union agrees that the County’s weekly contribution amount(s) referenced above in this Section 12.1 will be no more than the weekly rates established by the Board of the Suburban Teamsters of Northern Illinois for Class “D” insurance.

**ARTICLE 13**  
**VACATIONS**

**13.1 Vacation Entitlement**

All full-time, covered employees, who are not ineligible pursuant to Section 13.2 of this Article, shall be entitled to accumulate vacation time in accordance with the following schedule:

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

### **13.2 Vacation Eligibility**

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

In determining length of service, only time actually worked shall be considered. No credit shall be allowed while on layoff, unpaid leaves of absence, suspensions for just cause, or while engaged in conduct in violation of this Agreement's "No Strike-No Lockout" Provisions (Article 19).

### **13.3 Vacation Pay**

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

### **13.4 Holidays during Vacation**

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

### **13.5 Request for Vacation**

The vacation year for covered employees shall be the twelve (12) month period following the first of the month of the hire anniversary date. Vacations accrued in accordance with the schedule herein shall be taken in the vacation year following the first of the month of the hire anniversary date and between April 15 and November 15. Vacation time not used during the vacation year may not be accumulated for use during any succeeding year. In order to assure the orderly performance and continuity of services, each eligible employee wishing to schedule a vacation leave should request such leave as far in advance as reasonably possible, but no later than April 1<sup>st</sup> of the vacation year. Requests submitted after April 1<sup>st</sup> will be considered on a first come basis without regard to seniority and are subject to the Superintendent's approval. Vacations will be scheduled, insofar as possible and practicable, at those times requested by each employee, giving due consideration to seniority. However, because of the nature of the work and the requirement that the orderly performance and continuity of services be maintained, it may be necessary to limit (based on the Director's sole discretion) the number, or prohibit employees from taking vacations, during a particular period or at the same time. Should operating conditions not permit an employee(s) to take vacation, vacation pay, nevertheless, will be granted and employees continuing to work will be paid at their regular rates. Should operating conditions permit, employees may utilize earned vacation time in one (1) day increments.

### **13.6 Pay for Unused Vacation upon Separation**

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

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

### **13.7 County Job Classification Revisions**

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

## **ARTICLE 14** **HOLIDAYS**

### **14.1 Holiday Designation**

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

#### **14.2 Holiday Observance**

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

#### **14.3 Holiday Eligibility**

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

#### **14.4 Holiday Pay**

All full-time, covered employees shall receive eight (8) hours' pay at their normal straight-time rate for all scheduled holidays. Except as set forth herein, employees who work on a scheduled holiday shall be compensated at a rate of one and one-half (1½) times their regular hourly rate of pay; provided, however, that employees who work on Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday and Lincoln's Birthday shall be compensated at a rate of two (2) times their regular hourly rate of pay.

#### **14.5 County Job Classification Revisions**

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

### **ARTICLE 15 SICK LEAVE/EXTENDED LEAVE**

Effective November 1, 2025, the Sick Leave and Extended Sick Leave Policy terms set forth in the Kane County Personnel Policy Handbook will apply to covered employees, including revisions thereto that are adopted during the term of the Agreement (if any). Because the County policy sick leave time "resets" on December 1, the employees will not receive any additional sick leave time for the month of November 2025. In all other respects, the sick leave time referenced in the predecessor agreement will remain in effect through October 31, 2025.

The Union and the Employer acknowledge and agree that the paid time off provisions of this Agreement shall govern and be the exclusive paid leave provisions applicable to employees within the bargaining unit. Therefore, the parties hereby explicitly waive the paid leave requirements of the Illinois Paid Leave for All Workers Act, 820 ILCS 192/1, et seq.

**ARTICLE 16**  
**ADOPTION OF CERTAIN COUNTY PROVISIONS**

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

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

**ARTICLE 17**  
**LEAVES OF ABSENCES**

**17.1 Funeral Leave**

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

The Employer also will comply with the Illinois Family Bereavement Law for covered eligible employees when applicable.

**17.2 Jury Duty Leave**

All covered employees called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay for such purposes. Actual lost time from work, as a result of the aforementioned service, will be paid up to a limit of ten (10) consecutive days, except for jury service, wherein all lost time shall be compensated. Such supplemental pay will be limited to a maximum of eight (8) hours per day. Supplemental pay will be limited to actual loss of earnings and will not be paid if the time of service occurs on a non-scheduled workday.

**17.3 Military Leave**

Military leave shall be granted in accordance with applicable law.

**17.4 Workers' Compensation Leave**

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

### **17.5 Health Care Coverage during a Leave Of Absence**

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

## **ARTICLE 18 PENSIONS**

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

## **ARTICLE 19 NO STRIKE – NO LOCKOUT**

### **19.1 Strike Prohibited**

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

### **19.2 Protection of Rights**

Except as otherwise provided in this Agreement, it shall not be a violation of the Agreement and it shall not be cause for discharge, discipline or permanent replacement for an employee to refuse to cross a primary picket line established at another employer's facility as the result of a lawful strike by the employees of such employer, which has been ratified or approved by the International Brotherhood of Teamsters Union and/or Teamsters Joint Council 25. Further, no employee shall be required to cross a primary picket line established at any employer's facility where the employee reasonably believes his/her personal safety may be at risk due to threats.

### **19.3 Union Liability and Duty**

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

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

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

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

#### **19.4 Discharge for Violation**

The Employer may discharge or discipline any employee who violates Section 19.1 and the Union will not resort to the Grievance Procedures on such employee's behalf.

#### **19.5 No Lockout**

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

#### **19.6 Further Discipline**

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

#### **19.7 Employer's Judicial Remedies**

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

### **ARTICLE 20** **UNION SECURITY**

#### **20.1 New Employees/Orientation**

In the event the Department hires a new employee into a bargaining unit position, a representative of management will notify the Union office and Union Steward at least one (1) day prior to the new employee's starting date. Further, with prior notice to the Director of KDOT (or authorized designee in his absence), the Department will accommodate the Union's request to allow the designated Business Agent and/or Union Steward (if one exists) to meet in person with each newly hired employee for up to one (1) hour on the new employee's first (1<sup>st</sup>) day of employment to discuss and present relevant documents and information pertaining to Union membership. This meeting may be scheduled on an alternate date within the new employee's first week of employment upon written mutual agreement of the Union and the Employer. The Employer also agrees to provide the Union with relevant contact information concerning the new employee such as their name, home address, phone number, etc.

#### **20.2 Checkoff**

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

### **20.3 Indemnification**

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

### **ARTICLE 21 ALCOHOL AND DRUG TESTING**

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

### **ARTICLE 22 SAFETY COMMITTEE**

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

### **ARTICLE 23 PARTIAL INVALIDITY OF AGREEMENT**

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

### **ARTICLE 24 WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subject or matter may not have

been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 25**  
**D.R.I.V.E.**

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to the Democratic, Republican, Independent, Voter Education (D.R.I.V.E.). D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The Union must provide the employer with a written authorization for such deduction signed by the contributing employee and indicating the amount designated by the contributing employee that is to be deducted from his paycheck for each period. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis in one (1) check the total amounts deducted along with the name of each contributing employee on whose behalf a deduction was made, the last four digits of the employee's social security number and the amount from that employee's check. The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and/or liability for damages, penalties or back pay that may arise out of or resulting from the application of the provisions of the paragraph.

**ARTICLE 26**  
**ELECTRONIC SURVEILLANCE**

The parties agree that the Employer may continue its use of video surveillance equipment for safety and other business purposes consistent with the past practices in effect at the time of the ratification of this Agreement. It is understood and agreed that video surveillance may not be used for the sole purpose of imposing disciplinary action.

**ARTICLE 27**  
**TERM AND SIGNATURE**

**27.1 Term of Agreement**

This Agreement shall be effective from November 1, 2025 (unless indicated otherwise) and shall remain in full force and effect until October 31, 2028. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not less than one hundred and twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**27.2 Continuing Effect**

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

**27.3 Procedure on Notice of Termination**

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

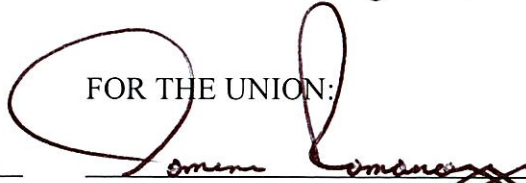
IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

FOR THE EMPLOYER:



County Board Chairman  
Corinne Pierog

FOR THE UNION:



Dominic Romanazzi, President  
General Chauffeurs Salesdrivers & Helpers  
Local Union 330. Affiliated With the  
International Brotherhood of Teamsters



Attest: County Clerk

Date:

11/19/2025

Date:

11/19/25

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

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

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

1. WHY MUST YOU BE TESTED?

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

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

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

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

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

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

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

1. All time at a County plant, terminal, facility or other property, or on any public property, waiting to be dispatched, unless you have been relieved from duty;
2. All time inspecting equipment or otherwise inspecting, servicing, or conditioning any CMV at any time;
3. All driving time. Driving time means all time spent at the driving controls of a CMV in operation;
4. All time, other than driving time, in or upon any CMV except time spent resting in a sleeper berth;
5. All time loading or unloading a CMV, supervising, or assisting in the loading or unloading, attending a CMV being loaded or unloaded, remaining in readiness to operate the CMV, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled CMV;
7. All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident or follow-up testing required by D.O.T. regulations.

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

### 4. WHAT IS PROHIBITED CONDUCT?

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

#### A. ALCOHOL

1. Alcohol Concentration. You may not report for duty or remain on duty requiring the performance of a safety-sensitive function while having an alcohol concentration of 0.04 or greater. If you have a test result for an alcohol concentration of 0.02 or greater, but less than 0.04, you may not perform or continue to perform any safety-sensitive functions until the start of your next regularly scheduled duty period, but not less than 24 hours following administration of the test.

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

2. Alcohol Possession. You may not possess alcohol while on duty or while operating a CNV, unless the alcohol is manifested and transported as part of a shipment.
3. On-duty Use. You may not use alcohol while performing a safety-sensitive function.
4. Pre-duty Use. You may not perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use following an Accident. Following an accident which requires a post-accident alcohol test, you may not use alcohol for eight (8) hours or until you have taken the post-accident test, whichever occurs first.

B. CONTROLLED SUBSTANCES

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

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

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

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

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

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

- A. Pre-employment testing. Prior to the first time a driver performs safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances.
- B. Post-accident testing. If you are involved in an accident with a CMV, you will be tested as soon as possible for controlled substances and alcohol if:
  1. You were performing a safety-sensitive function at the time of the accident and the accident involved the loss of human life; or
  2. You receive a traffic citation under State or local law for a moving traffic violation arising from the accident.

If you are subject to post-accident testing, you will be tested for alcohol within two (2) to eight (8) hours and for controlled substances within 32 hours. You may not drink alcohol for eight (8) hours after an accident, or until you have been tested for alcohol, whichever is first. You must remain readily available for testing after an accident or you

may be deemed to have refused to submit to testing. This does not mean that you may not seek necessary emergency medical care after an accident.

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

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

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

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

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

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

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

- a. You take an alcohol test and the alcohol concentration measures less than 0.02; or
- b. Twenty-four (24) hours have elapsed following the determination of reasonable suspicion, whichever occurs first.

- E. Return to duty testing. If you engage in any conduct prohibited by the D.C.T. regulations, you must be removed from all safety-sensitive functions.
- F. Follow-up testing. If you are returned to duty after engaging in any conduct prohibited by the D.O.T. rules, and you were required to undergo treatment, you will be subject to follow-up testing for up to 60 months after you return to duty.

6. WHY IS TESTING NECESSARY?

A. EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES

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

B. SIGNS AND SYMPTOMS OF AN ALCOHOL OR DRUG PROBLEM

1. Alcohol

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

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

2. Drugs

a. Controlled Substances

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

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

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

#### SIGNS AND SYMPTOMS OF AMPHETAMINE USE

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

2. Cocaine. Cocaine also stimulates the central nervous system. It gives the user a sense of well-being or euphoria, known as a high. The high lasts from 10 to 20 minutes, Crack cocaine is more potent than powdered cocaine, and the high lasts only 5 to 8 minutes. Using cocaine affects your driving by slowing down your reaction time, distorting your vision and depth perception, and affecting your ability to measure time and distance.

#### SIGNS AND SYMPTOMS OF COCAINE USE

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

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

#### SIGNS AND SYMPTOMS OF MARIJUANA USES<sup>3</sup>

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

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

#### SIGNS SYMPTOMS OF OPIATE USE

- \*CONFUSION
- \*MEMORY LOSS
- \*DROWSINESS
- \*RED EYES DIZZINESS
- \*SLURRED SPEECH
- \*EXCESSIVE TALKING
- \*DEPRESSION
- \*SHORT ATTENTION SPAN
- \*HOSTILITY
- \*EUPHORIA
- \*SWEATING
- \*REDUCED FEELING OF PAIN

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

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

SIGNS AND SYMPTOMS OF PCP USE

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

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

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

c. Over-the-counter and Prescription Drugs

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

d. Intervention

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

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

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

7. WHAT ARE THE TESTING PROCEDURES?

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

A. DRUG TESTING PROCEDURES

1. The Collection Process

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

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

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

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

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

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

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

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

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

## 2. Testing the Sample

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

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

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

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

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

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

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

## 3. The Medical Review Officer (MRO)

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

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

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

A. ALCOHOL TESTING PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POLICY CERTIFICATION

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

Received by:

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE

## APPENDIX B

### PROMOTIONAL TESTS

The Employer has developed promotional tests. Employees will be permitted at reasonable intervals (once each year in the Fall) to take or retake the tests.

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

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

#### Highway Maintainer I, II, and III

Effective November 1, 2025, there shall be no promotional test for Highway Maintainer I, II and/or III. Employees in the Highway Maintainer I Classification will be automatically promoted to Highway Maintainer II after one (1) year of service from the date of hire. Employees in the Highway Maintainer II Classification will be automatically promoted to Highway Maintainer III after two (2) years of service from the date of hire.

#### Mechanic I, II, and III

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

Mechanics must maintain ASE Certification for Medium/Heavy Truck, T4 Brakes, a T8 Preventive Maintenance, or equivalent testing approved by the Director of Transportation and Union.

Qualified employees advancing to Mechanic II must have one (1) year of service as a Mechanic I.

Qualified employees advancing to Mechanic III must have one (1) year of service as a Mechanic II.

For the ASE Certifications, the Division of Transportation has relied on the training and testing available through outside organizations. Mechanics may train and test at any ASE Certification Testing Center.

#### Tech I

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

#### Inventory Manager

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

## **Inventory Manager II**

Qualified employees advancing to Inventory Manager II must have the ASE Certification P1 – Medium-Heavy Truck Parts Specialist and P2 – Automobile Parts Specialist, or equivalent testing approved by the Director. The number of Inventory Manager II positions are subject to the discretion of the Director but shall generally not exceed one (1).

## **Mileage**

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

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

Effective November 1, 2025, the base wage rate of all Bargaining Unit Employees will be increased by three percent (3%), which is included and reflected in the rates below.

PROPOSED CONTRACT RATES 11/1/25-10/30/26	Rate with 3% addition from prior year
Mechanic I	\$ 35.63
Mechanic II	\$ 37.29
Mechanic III	\$ 38.51
Highway Maintainer I	\$ 34.93
Highway Maintainer II	\$ 36.03
Highway Maintainer III	\$ 36.49
Tech I	\$ 38.72
Inventory Manager I	\$ 36.49
Inventory Manager II	\$ 37.29
Shop Tech I	\$ 40.73

Effective November 1, 2026, all Bargaining Unit Employees shall receive a three percent (3%) across the board wage increase, which is included and reflected in the following:

PROPOSED CONTRACT RATES 11/1/26-10/30/27	Rate with 3% addition from prior year
Mechanic I	\$ 36.70
Mechanic II	\$ 38.41
Mechanic III	\$ 39.67
Highway Maintainer I	\$ 35.98
Highway Maintainer II	\$ 37.11
Highway Maintainer III	\$ 37.58
Tech I	\$ 39.88
Inventory Manager I	\$ 37.58
Inventory Manager II	\$ 38.41
Shop Tech I	\$ 41.95

Effective November 1, 2027, all Bargaining Unit Employees shall receive a three percent (3%) across the board wage increase, which is included and reflected in the following:

PROPOSED CONTRACT RATES 11/1/27-10/30/28	Rate with 3% addition from prior year
Mechanic I	\$ 37.80
Mechanic II	\$ 39.56
Mechanic III	\$ 40.86
Highway Maintainer I	\$ 37.06
Highway Maintainer II	\$ 38.22
Highway Maintainer III	\$ 38.71
Tech I	\$ 41.08
Inventory Manager I	\$ 38.71
Inventory Manager II	\$ 39.56
Shop Tech I	\$ 43.21

**License Incentive Opportunities:**

Class “A” CDL Incentive: A bargaining unit employee who possesses a valid Class “A” Commercial Driver’s License (CDL) shall receive an increase in their base rate of pay for the year equal to twenty cents (\$.20) per hour.

CDL “Tanker” Endorsement Incentive: A bargaining unit employee who possesses a Class “A” or Class “B” Commercial Driver’s License (CDL) with a “Tanker” Endorsement shall receive an increase in their base rate of pay for the year equal to five cents (\$.05) per hour.

*Note:* It is possible for a bargaining unit member who obtains both a Class “A” CDL and a “Tanker” endorsement to receive a total of twenty-five cents (\$.25) per hour additional pay pursuant to this incentive provision.

Application of Incentive: On an annual basis (*during October each year*), the employee will be required to provide proof that they have satisfied the conditions to receive the CDL-A and/or Tanker Endorsement, or both incentive amount(s). If the conditions are met as of November 1 (of each year), the employee will receive the incentive amount(s) added to their base salary for a one-year period only beginning on November 1. The employee must re-qualify for the incentive payment on an annual basis, and the incentive amounts are not compounded each year.

**Me Too Provision:**

During the term of this Agreement only, the Employer will agree to a “me too” provision with respect to the amount of designated “across the board” annual wage increases provided to unrepresented employees of the Kane County Division of Transportation. It is understood that if any unrepresented employees receive yearly wage increases above those provided in this Tentative Agreement, such higher wage increases will be provided to all Local 330 bargaining unit employees. It is understood that across the board increases related to unrepresented employees will not include adjustments due to promotions, transfers, merit-based increases, etc.

**SCHEDULE B**  
**STARTING/NEW HIRE RATES**

**Hourly Rate**  
**Effective 11/1/25**

Mechanic I	\$29.36
Highway Maintainer I	\$28.84

After completion of four (4) months of full-time employment, the newly hired employee will get the applicable effective rate for the position as set forth in Schedule A on the dates indicated.

# COUNTY OF KANE

Corinne M. Pierog MA, MBA  
Kane County Board Chairman



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www.countyofkane.org

## DOCUMENT VET SHEET

For  
Corinne Pierog  
Chairman, Kane County Board

Name of Document: Execution of CBA for KDOT w/ Teamsters No.: 25-410

Submitted by: Lisa Stack *LS*

Dept. Head Signature & Date: *Michael J. [Signature]*  
(Subject Matter Sign-off)

Date Submitted: November 12, 2025

Legal Review of Contract  
Terms (Atty. Sign-off): *[Signature]* *11/13/25*

Reviewed by: *Caitlin Vargas*  
(Legality) (Print Name)

*[Signature]*  
(Signature)

*11/13/25*  
(Date)

Post on Web: Yes  No  Atty. Initials *CQV* *11/13/25*

Comments: \_\_\_\_\_

Chairman signed: Yes  No  Date \_\_\_\_\_

Document returned to: \_\_\_\_\_  
(Name/Department)